



430 Grant Street
Akron, Ohio 44311
330.867.1093
tcarchitects.com

PROJECT MANUAL FOR



**Stark Metropolitan Housing Authority
Cherrie Turner Elevator Modernization
700 McKinley Ave. NW
Canton, Ohio 44703**

**TC PROJECT NO: 69B20
DATE: March 8, 2021**

**INVITATION FOR BID
FOR
CHERRIE TURNER ELEVATOR MODERNIZATION
03182021-O**

**STARK METROPOLITAN
HOUSING AUTHORITY**

IFB # 03182021-O

Prepared by:

Procurement & Contracting Department

The Stark Metropolitan Housing Authority

400 East Tuscarawas Street

Canton, Ohio 44702

TABLE OF CONTENTS

Introduction	3
IFB Information at a Glance	4
General Information	5
SMHA's Reservation of Rights	5
General Conditions	7
Conditions to Bid	8
Bid Format	9
Bid Opening	12
Insurance	13
Right to Protest	14
Disputes Under the Contract	15
Additional Considerations	15
Wage Rate Determination	22
Bonding Requirements	23
Attachments	
Attachment A: Scope of Work/Technical Specifications	24
Attachment B: Form of Bid	28
Attachment C: Bid Fee Sheet	30
Attachment D: Bid Bond Template	33
Attachment E: Bidder's Certification Form	35
Attachment F: Section 3 Clause	37
Attachment G: Section 3 Business Self-Certification (Optional)	40
Attachment H: Priorities & Preference for Section 3 Business Concerns in Contracting Opportunities	42
Attachment I: Small Business (SWMBE) Utilization Plan Form	45
Attachment J: List of Past Performance/Experience/Client Information Form	47
Attachment K: List of Subcontractors/Joint Venture Information Form	50
Attachment L: Contractor Profile Form	53
Attachment M: Vendor Registration Forms	56
Attachment N: HUD Forms	66
Attachment O: Wage Decision	94
Attachment P: Employee Rights Poster	99
Attachment Q: Certified Payroll Reports	101

INTRODUCTION

The Agency

Stark Metropolitan Housing Authority (SMHA), a political subdivision of the State of Ohio is governed by the Ohio Revised Code and the U.S. Department of Housing and Urban Development (HUD). SMHA is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families. SMHA is headed by an Executive Director and is governed by a five-person Board of Commissioners. SMHA has 2,546 public housing rental units and 15 additional non-public housing units consisting of family sites, high rises, and scattered sites located throughout Stark County.

As a part of our social mission and federal mandate, SMHA is committed to providing eligible residents of Stark County with quality, affordable housing in decent, safe and nourishing neighborhoods. By working in partnership with the public and private sectors SMHA provides families with housing choices and opportunities.

The Invitation for Bids (IFB)

The Stark Metropolitan Housing Authority and its affiliated entities are seeking sealed bids from qualified service providers with demonstrated competence and experience to provide all labor and material required to perform **Cherrie Turner Elevator Modernization**.

Estimated budget for this project is \$769,600 to \$983,300 .

The Invitation for Bids can be obtained online at www.starkmha.org; or by contacting the SMHA Procurement & Contracting Department at bids@starkmha.org.

This Invitation for Bids contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive bid. **Prospective Bidders desiring any explanation or interpretation of the solicitation must request it, in writing, by the deadline identified in this IFB (see pg. 4 IFB INFORMATION AT A GLANCE)**. The request must be addressed to the Procurement & Contracting Department, and sent either via email to bids@starkmha.org or by mail. Any information given to a prospective Bidder about this solicitation will be furnished to all other prospective Bidders as a written amendment to the solicitation.

All responses to the IFB must be enclosed in a sealed envelope and labeled as follows:

**Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Department
400 East Tuscarawas Street
Canton, Ohio 44702**

IFB# 03182021-O

Due Date and Time: April 13, 2021 at 2:00 PM (EST)

Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening. After evaluation of the responses, the Contract will be awarded to the most responsible/responsive Bidder(s) representing the "Best Value" to SMHA. The resulting Contract may be funded through Section 3 covered assistance and as such will be subject to Section 3, 24 CFR Part 135. SMHA and its affiliated entities reserve the right to reject any and all submissions.

Notice: Contact with members of SMHA Board of Commissioners, or SMHA officers and employees other than the contact person shown above, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful Bidder(s) could result in disqualification of your bid. In fairness to all prospective Bidder(s) during the IFB process, if SMHA meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no Bidder has a competitive advantage over another. This does not exclude meetings held to conduct business not related to the IFB, or possible personal presentations after written qualifications have been received and evaluated.

IFB INFORMATION AT A GLANCE

SMHA CONTACT PERSON	Procurement & Contracting Specialist bids@starkmha.org
HOW TO OBTAIN THE IFB DOCUMENTS	<ol style="list-style-type: none"> 1. Access: www.starkmha.org 2. Email Request to: Procurement & Contracting Department bids@starkmha.org 3. In Person at: 400 E. Tuscarawas St. Canton, OH 44702
HOW TO FULLY RESPOND TO THIS IFB	Submit 1 unbound original (“hard copy”) and 1 electronic copy of your bid to SMHA Procurement & Contracting Department in the format as described under Section 5.0, Bid Format. Use the submittal checklist (Form of Bid- Attachment B) on page 28.
DATE ISSUED	March 18, 2021
Pre-Bid Meeting	March 30, 2021 at 10:00 AM (EST) Cherrie Turner Tower Apartments 700 McKinley Ave NW, Canton, OH 44703 RSVP’s are requested for space reservation
Q&A DEADLINE	April 12, 2021 by 12:00 PM (EST)
BONDING REQUIREMENTS	Bid Bond: 5% of the Bid Price (included with the Bid Submittal) Payment & Performance Bond: 100% of the contract price, <u>upon contract execution.</u>
BID SUBMITTAL RETURN & DEADLINE	April 27, 2021 by 2:00 PM (EST) SMHA Procurement & Contracting Department 400 E. Tuscarawas St. Canton, OH 44702
ANTICIPATED AWARD DATE	May/June 2021

INVITATION FOR BIDS

1.0 GENERAL INFORMATION:

- 1.1 **Statement of Purpose:** The Stark Metropolitan Housing Authority and its affiliated entities (SMHA) are seeking sealed bids from qualified, licensed Contractors with demonstrated competence and experience to provide all labor and materials for Cherrie Turner Elevator Modernization as detailed in **Attachment A**.
- 1.2 Prospective Bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid to SMHA is not a right by which to be awarded a contract, but merely is an offer by the prospective Bidder to perform the requirements of the IFB documents in the event SMHA decides to consider to award a contract to that Bidder.
- 1.3 **Bidder's Responsibilities- Contact with SMHA:** It is the responsibility of the Bidder to address all communication and correspondences pertaining to this IFB process to SMHA contact person listed herein only. Bidders must not make inquiry or communicate with any other SMHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for SMHA to not consider a bid submittal received from any Bidder who has not followed this directive during the IFB solicitation process. The SMHA will not conduct any ex parte conversations which may give one perspective Bidder and advantage over other prospective Bidders.
- 1.4 **Type of Contract resulting from this IFB:** Firm Fixed-Price Contract.

2.0 SMHA'S RESERVATION OF RIGHTS:

- 2.1 SMHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by SMHA to be in its best interest.
- 2.2 SMHA reserves the right not to award a contract pursuant to this IFB.
- 2.3 SMHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 14 days written notice to the successful Bidder(s).
- 2.4 SMHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.
- 2.5 SMHA reserve the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without written consent from SMHA.
- 2.6 SMHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids that offering alternate or non-requested services.
- 2.7 SMHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.
- 2.8 SMHA reserves the right to, at any time during the IFB or contract process, prohibit any further participation by a Bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform SMHA in writing within five (5) days of the discovery of any item that is issued thereafter by SMHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SMHA, but not prospective Bidders, of any responsibility pertaining to such issue.

- 2.9** SMHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA's website (www.starkmha.org) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.10** In the case of rejection of all bids, SMHA reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgement of SMHA, the best interest of SMHA will be promoted.
- 2.11** SMHA reserves the right to, without liability; cancel the award of any bid(s) at any time before execution of the contract documents by all parties.
- 2.12** SMHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to SMHA, if:
- 2.12.1** Funding is not available
- 2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
- 2.12.3** SMHA's requirements in good faith change after award of the contract, documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA's website (www.starkmha.org) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.13** SMHA reserves the right to make an award to more than one proposer, if in the judgement of SMHA, the best interest of SMHA will be promoted.
- 2.14** SMHA reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by SMHA within two (2) days or written request.
- 2.15** SMHA reserves the right to amend the contract any time prior to contract execution.
- 2.16** SMHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 2.17** SMHA reserves the right to contact any individuals, entities, or organizations that have had business relationships with the proposer regardless of their inclusion in the reference section of the proposal submitted.
- 2.18** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, SMHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim service and/or cover the difference of a higher cost (difference between terminated Contractor's rate and the new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 2.19** SMHA reserves the right to award all, part, or none of the materials and/or services specified in this IFB as determined to be in the best interest of SMHA.
- 2.20** SMHA reserves the right, according to 24 CFR Part 135 Appendix III, to utilize Section 3 Preferences (as detailed in **Attachment H**) when making an award under this IFB.

3.0 **GENERAL CONDITIONS:**

- 3.1 The Contractor(s) shall provide labor and materials to perform **Cherrie Turner Elevator Modernization** per the enclosed specifications/statement of work (**see Attachment A**).
- 3.2 **Regulatory:** Contractor(s) shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB. This would include any Americans with Disabilities Act (ADA) and Uniform Federal Accessibility Standard (UFAS) standards.
- 3.3 **Misclassification of Employees as Independent Contractors:** Per the United States Department of Labor Requirements, as detailed in *Administrator's Interpretation No. 2015-1*, when using Federal Funds, it is necessary to assure all employees are classified correctly and paid accordingly. Misclassification creates an unfair advantage in favor of those employers who are not properly classifying their workers and results in lower tax revenue for the government. To ensure correct classifications, wages and tax revenues are paid and reported any documentation submitted to SMHA indicating or suspected to indicate an Independent Contractor or Contractor using an IRS1099 Form shall be further investigated by SMHA. It shall be the burden of the Contractor to provide any documentation requested by SMHA. For more information on the Misclassification of Employees as Independent Contractors please visit: www.dol.gov/whd/workers/misclassification/.
- 3.4 **Licensing:** Contractor(s) shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.
- 3.5 **Bid Prices:** Bidders are advised that the Fees shall be all inclusive and fully burdened to accomplish the work as specified in this IFB and any resulting contract.
- 3.6 **Contractor(s) will be required to prepare and submit monthly reports on Section 3.** Contractor(s) shall utilize Section 3 residents and businesses as defined to perform the requirements under this bid to the greatest extent feasible and shall document such efforts monthly (when applicable).
- 3.7 **Contractor(s) shall provide at Contractor's own expense all equipment, labor, materials, supplies, and tools to perform all the services required under this IFB and any resulting contract.**
- 3.8 **Contractor(s) shall perform criminal history checks and drug screening tests on all employees performing work under this IFB and any resulting contract and if requested provide summaries of the results to SMHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Contractor(s) is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor(s).**
- 3.8.1 **ALL SMHA PROPERTIES ARE SMOKE FREE. CONTRACTOR(S) ARE RESPONSIBLE FOR AUSSURING THEIR EMPLOYEES ABIDE BY THIS.**
- 3.9 **Liquidated Damages:** For each day that performance under a contract resulting from this IFB is delayed beyond the time specified for completion, the successful Bidder(s) shall be liable for liquidated damages in the amount of \$2,500 per day. However, the timeframe for performance

may be adjusted at SMHA's discretion in writing and received by the successful Bidder(s) prior to default under any resulting contract.

3.10 If any employee of the Contractor(s) is deemed unacceptable by SMHA, Contractor(s) shall immediately replace such personnel with a substitute acceptable to SMHA.

3.11 Contractor(s) shall provide uniforms and ID badges for all employees working on SMHA's properties. No employee will be allowed on SMHA's properties out of uniform and without an ID badge.

4.0 CONDITIONS TO BID:

4.1 Pre-Qualification of Bidders: Prospective Bidders will not be required to pre-qualify in order to submit a bid. However, all Bidders will be required to submit adequate information showing the Bidder is qualified to perform the required work (i.e. Vendor Registration Form [**Attachment M**]). Failure by the prospective Bidder to provide the requested information may, at SMHA's discretion, eliminate that Bidder from consideration, provided that all Bidders were required to submit the same information.

4.2 IFB Forms, Documents, Specifications, and Drawings

4.2.1 Prior to submitting a bid in response to this IFB, it shall be each prospective Bidder's responsibility to examine carefully and, as may be required, properly completed all documents issued pursuant to this IFB.

4.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

4.2.3 Catalogs, brand names or manufacturer's references are provided for descriptive purposes only and indicates the type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than references, bid submittal shall show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of products offered must be included in the bid submittal. Failure to take exception to specifications will require Contractor(s) to furnish specified brand names, numbers, etc.

4.3 Submission and Receipts by SMHA:

4.3.1 Time for Receiving Bids: Bids received prior to the bid submittal deadline shall be securely kept, unopened, by SMHA. The Procurement & Contracting Manager. Whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered.

4.3.1.1 Bidders are cautioned that any bid submittal that is time stamped as being received by SMHA after the exact time set as the deadline for receiving of bids shall not be considered. Any such bids inadvertently opened shall be ruled to be invalid. No responsibility will attach to SMHA or any official or employee thereof, for the pre-opening of, or failure to open a bid not properly addressed and identified.

4.3.1.2 A total of one (1) original unbound signature copy (“hard copy”) **and** one (1) electronic (CD) copy **shall** be placed unfolded in a sealed package with the Bidder’s name and return address and addressed as follows:

**Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Department
400 East Tuscarawas Street
Canton, Ohio 44702**

IFB# 03182021-O

Due Date and Time: April 27, 2021, 2:00 PM (EST)

4.3.2 Withdrawal of Bids: Bids may be withdrawn as detailed within Form HUD-5369, *Late Submissions, Modifications and Withdrawal of Bids*. Negligence on the part of the Bidder preparing his/her bid confers no right of withdrawal or modification of his./her bid after such bid has been received and opened.

4.3.2.1 Procedure to withdraw Bid submittal: A request for withdrawal of a bid due to a purported error need not be considered by SMHA unless filed in writing by the Bidder within 48 hours after the bid deadline. Any such request shall contain a full explanation of purported error and shall, if requested by SMA, be supported by the original calculations on which the bid was computed, a certification and notarization thereon that such computation is the original and was prepared by the Bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as SMHA retains the right to accept or reject any proposed withdrawal for a mistake.

4.4 Exceptions to Specifications:

4.4.1 A prospective Bidder may take exception to any of the bid documents or any part of the information contained therein, by submitting, in writing to SMHA, at least seven (7) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must be included. SMHA reserves the right to agree with prospective Bidder and issue a revision to the applicable requirements, or may reject the prospective Bidder’s request.

4.4.2 When taking exception, prospective Bidders must propose services that meet the requirements of the IFB documents. Exceptions to the specifications and/or approved “equal” requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by SMHA officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 BID FORMAT:

5.1 THE BID (TAB 1 TO TAB 13) SHALL BE SUBMITTED IN ONE (1) SEALED ENVELOPE. SUBMIT ONE (1) UNBOUND ORIGINAL (“HARD COPY”) AND ONE (1) ELECTRONIC COPY (CD) OF YOUR BID. Bid sealed envelopes must be addressed as detailed in 4.3.1.2 and include the Bidder’s Company name in the upper left corner. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid, and may, at the discretion of SMHA, eliminate that Bidder from consideration or award.

5.2 Required Forms: All required forms furnished by SMHA as a part of this IFB shall, as instructed, be fully completed and submitted by the Bidder. Such forms may be completed in a legible handwritten fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the Bidder must “edit” the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

5.3 Tabbed Bid Submittal: SMHA intends to retain the successful Bidder pursuant to a “Best Value” basis, not a “Low Bid” basis. Therefore, so that SMHA can properly evaluate the bids received, **all bids submitted in response to this IFB shall be formatted in accordance with the sequence noted below (Tab 1 to Tab 13).** Do not omit any tabs, if the information requested does not apply please put “Not Applicable” under the accompanying tab in the submittal. **FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL FROM CONSIDERATION FOR AWARD.**

Each category shall be separated by numbered index dividers and the number on the index divider must extend so that each tab can be located without opening the bid and labeled with the corresponding tab reference noted below. None of the proposed services may conflict with a requirement SMHA has published herein or has issued by addendum.

5.3.1 TAB 1 FORM OF BID: This Form is attached hereto as **Attachment B** to this IFB document. This one-page Form shall be fully completed, executed where provided, and submitted under this tab as part of the bid submittal.

5.3.2 TAB 2 BID FEE SHEET: This Form is attached hereto as **Attachment C** to this IFB document. This Form shall be fully completed, including acknowledgement of addendum/HUD Forms/Section 3 Preference, and submitted under this tab as a part of the bid submittal.

5.3.3 TAB 3 BID BOND: For construction contracts exceeding \$50,000.00 Bidders shall be required to submit a bid guarantee equivalent to 5% of the bid price. SMHA’s Bid Bond Form (**Attachment D**) shall be fully completed, executed where provided there on and submitted under this tab as a part of the bid submittal.

5.3.4 TAB 4 BIDDER’S CERTIFICATION FORM: This Form is attached hereto as **Attachment E** to this IFB document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.

5.3.5 TAB 5 SECTION 3 DOCUMENTATION:

5.3.5.1 Section 3 Clause: All Bidders are required to review and fully execute the Section 3 Clause (**Attachment F**).

5.3.5.2 Section 3 Business Self-Certification (Optional): This Form attached hereto as **Attachment G** is optional and only should be filled out by those businesses wanting to register as a Section 3 Business. Additional documentation may be requested by SMHA to verify information submitted on the Section 3 Business Self-Certification Form.

5.3.5.3 Priorities & Preference for Section 3 Business Concerns Contracting Opportunities (Reference): This Document is attached hereto as **Attachment H** and details the different types of Section 3 priorities Bidders may claim and

explains how award may be made based on Section 3 preference. Claiming a Section 3 priority is optional.

- 5.3.6 TAB 6 SMALL BUSINESS (SWMBE) UTILIZATION PLAN:** This Form is attached hereto as **Attachment I** to this IFB document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the bid submittal. The Bidder shall include hereunder a plan to assist SMHA in its goal to establish participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in SMHA prime contracts and subcontracting opportunities. Contractors must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. If compliance cannot be obtained, the Bidder is required to provide written documentation with the bid as to why he/she could not obtain such participation. **If the Bidder's company is one of the aforementioned business types, that should be listed on the Form.**
- 5.3.7 TAB 7 LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION:** This Form is attached hereto as **Attachment J** to this IFB document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the bid submittal. The Bidder must submit under this tab a concise description of past performance, experience and client information in performing similar contract work substantially similar to that required by this solicitation. The Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder has performed similar or like services to those being proposed herein.
- 5.3.8 TAB 8 LIST OF SUB-CONTRACTORS/JOINT VENTURE INFORMATION:** The Bidder shall identify, on the Form attached hereto as **Attachment K** to this IFB document, whether or not he/she intends to use any sub-contractors for this job, if awarded, and/or if the bid is a joint venture with another firm. A Contractor Profile Form (**Attachment L**) shall be provided for each sub-contractor and/or joint venture firm. **Attachment M** and any accompanying sub-contractor/joint venture Contractor Profile Forms shall be completed and submitted under this tab as part of the bid submittal.
- 5.3.9 TAB 9 COPY OF BUSINESS LICENSE:** The Bidder shall submit a copy of their current business license. At a minimum, this shall include documentation demonstrating eligibility to do business within the State of Ohio (i.e. Articles of Incorporation). Any additional licenses can also be provided under this tab (i.e. local business license, etc.).
- 5.3.10 TAB 10 COPY OF INSURANCE CERTIFICATE:** The Bidder shall submit a copy of their insurance certificate. If a Bidder receives an award and unless otherwise waived in the IFB documents, Contractor will be required to provide an original Certificate of Insurance confirming the minimum requirements of SMHA within 10 days of contract signature. The Insurance Certificate shall name SMHA as an additional insured.
- 5.3.11 TAB 11 COPY OF WORKMAN'S COMPENSATION CERTIFICATE:** The Bidder shall submit a copy of their Workman's Compensation Certificate.
- 5.3.12 TAB 12 CONTRACTOR PROFILE FORM:** This Form is attached hereto as **Attachment L** to this IFB document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.

5.3.13 TAB 13 VENDOR REGISTRATION FORMS & W-9: The Vendor Registration Forms are attached hereto as **Attachment M** to this IFB document. This Form must be fully completed, executed where provided, and submitted under this tab as a part of the bid.

6.0 BID OPENING:

- 6.1** It is understood by all Bidders/prospective Bidders that the bids are publicly opened and the results will be a matter of public record.
- 6.2.1** All bid documents submitted by the Bidders are generally a matter of public record unless information is deemed to be proprietary.
- 6.2** **Mistake in the Bid Submitted:** Unless otherwise prohibited within the IFB documents, a mistake in the unit cost pricing that does not affect the total cost sum submitted, may, at SMHA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to SMHA, for his/her review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any Bidder an advantage over another.
- 6.3** **Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at SMHA's discretion, be a reason for rejection:
- 6.3.1** If the forms furnished by SMHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
- 6.3.2** If all requested completed attachments do not accompany the bid submittal.
- 6.3.3** If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder a competitive advantage over other Bidders.
- 6.3.4** If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into contract pursuant to an award.
- 6.3.5** If the individual cost bid items submitted by a specific Bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from SMHA's cost estimate for that item.
- 6.4** **Disqualification of Bidders:** Any one or more of the following shall be considered as sufficient for disqualification of a prospective Bidder and the rejection of his/her bid:
- 6.4.1** Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Bidders for any future work with SMHA until such participant shall have been reinstated as a qualified Bidder or Bidders. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- 6.4.2** More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).
- 6.4.3** Lack of competency, lack of experience and/or lack of adequate machinery, plan and/or other resources.
- 6.4.4** Unsatisfactory performance record as shown by the past work for SMHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

- 6.4.5 Incomplete work, which in the judgement of SMHA, might hinder or prevent prompt completion of additional work, if awarded.
- 6.4.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 6.4.7 Failure to comply with any qualification requirements of SMHA.
- 6.4.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by SMHA) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.
- 6.4.9 As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or State of Ohio and/or to be insured by a commercial general liability policy and/or workman's compensation policy and/or business automobile liability policy, if applicable.
- 6.4.10 Any reason to be determined in good faith, to be in the best interest of SMHA.

6.5 Award of Bid(s): The successful Bidder(s) shall be determined by the top-rated responsive and responsible Bidder as determined by "Best Value", provided his/her bid is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of SMHA, in the best interest of SMHA to accept the bid. SMHA reserves the right to award to multiple contractors if it is determined to be in the best interest of SMHA. SMHA reserves the right, according to 24 CFR Part 135 Appendix III, to utilize Section 3 Preferences (as detailed in **Attachment H**) when making an award under this IFB.

7.0 INSURANCE:

7.1 If a Bidder receives an award, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to SMHA within 10 days of contract signature:

Professional Liability	Required Limits
SMHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SMHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$ 1,000,000.00
Business Automobile Liability	Required Limits
SMHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SMHA properties.	\$500,000.00 combined Single limit, per occurrence
Workers' Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of SAHD must be included in the Workers' Compensation policy. SMHA and its affiliates must be a Certificate Holder.	Statutory \$500,000.00
Commercial General Liability	Required Limits

This is required for any vendor who will be doing hands on work at SMHA properties.
SMHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.

\$1,000,000.00 per
accident
\$2,000,000
aggregate

8.0 **RIGHT TO PROTEST:**

8.1 Rights: Any prospective or actual Bidder, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures.

8.1.1 Definition: An alleged aggrieved "protestant" is a prospective Bidder or Bidders who feels that he/she has been treated inequitably by SMHA and wishes SMHA to correct the alleged inequitable condition or situation.

8.1.2 Eligibility: To be eligible to file a protest with SMHA pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective Bidder (i.e. recipient of the IFB documents) when the alleged situation occurred. SMHA has no obligation to consider a protest filed by a party that does not meet these criteria.

8.1.3 Procedure: Any actual or prospective Bidder may protest the solicitation or award of a contract for material violation of SMHA's Procurement Policy. Any protest against a SMHA solicitation must be received before the due date for receipt of bids and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Procurement & Contracting Manager for a written decision. The Procurement & Contracting Manager shall issue a written decision and findings to the Contractor within thirty (30) days from the receipt of the written protest. This decision is then appealable to the Board of Commissioners within thirty (30) days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

APPEAL OF IFB NO. 03182021-O
Stark Metropolitan Housing Authority
Attn: Procurement & Contract Specialist
400 East Tuscarawas Street
Canton, Ohio 44702

9.0 **DISPUTES UNDER THE CONTRACT:**

9.1 Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this IFB or any resulting contract, both parties shall be subject to non-binding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the

arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after the selection of the arbitrator.

10.0 ADDITIONAL CONSIDERATIONS:

- 10.1 Required Permits and Licenses:** Unless otherwise stated in the IFB documents, all Federal, State or Local permits and licenses which may be required to provide the services ensuing from any award of this IFB, whether or not they are known to either SMHA or the Bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful Bidder(s) and all offers submitted by the Bidder shall reflect all costs required by the successful Bidder(s) to procure and provide such necessary permits or licenses.
- 10.2 Taxes:** SMHA, a governmental entity, is exempt from Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 10.3 Governmental Standards:** It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all Local, State and Federal laws concerning safety (OSHA) and environmental control (EPA and Stark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder(s) for time or monies lost due to violations of any such ordinance, code, law or regulation that may occur.
- 10.4 Delivery:** All costs submitted by the successful Bidder(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as Free on Board (FOB) Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.
- 10.4.1** The successful Bidder(s) agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes and event of default by the successful Bidder. Upon default, the successful Bidder(s) agrees that SMHA may, at its option, rescind the finalized contract under the termination clause herein and seek liquidated damages as provided by law.
- 10.5 Work on SMHA Property:** If the successful Bidder's work under the contract involves operations on SMHA premises, the successful Bidder(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SMHA.
- 10.6 Estimate Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SMHA does not guarantee any minimum purchase quantity.
- 10.7 Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty including labor and installation plus a minimum of a one (1) year warranty from the Contractor for labor, materials and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by SMHA. This does not overrule the product guarantees.
- 10.7.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and

if one of the above mentioned specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

- 10.7.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 10.7.3 Assignment of Warranty:** Contractor(s) shall assign any warranties and guarantees to SMHA and provide the Contractor's Warranty for Labor and Installation to SMHA along with all Manufacturers' Warranty documents.
- 10.8 Official, Agent and Employees of SMHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of SMHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 10.9 Subcontractors:** Unless otherwise stated within the IFB documents, the successful Bidder(s) may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract **without the prior written permission of SMHA**. Also, any substitution of subcontractors must be approved in writing by SMHA prior to their engagement.
- 10.9.1** "Prime" Contractor(s) shall provide completed Contractor Profile Forms (**Attachment L**), for all subcontractors being proposed to work under this IFB or any resulting contract. SMHA must review and approve, in writing, the use of all subcontractors.
- 10.9.2** All requirements for the "Prime" Contractor(s) shall also apply to any and all subcontractors. Regardless of subcontracting, the Prime Contractor(s) remain liable to SMHA for the performance under this IFB or any resulting contract.
- 10.9.3** "Prime" Contractors will be required to submit copies of their contracts with any approved subcontractors to SMHA.
- 10.10 Salaries and Expenses Relating to the Successful Bidder's Employees:** Unless otherwise stated within the IFB documents, the successful Bidder(s) shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder(s) further agrees to comply with all Federal, State and Local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 10.11 Independent Contractor:** Unless otherwise stated within the IFB documents or in the contract, the successful Bidder(s) is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 10.12 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 10.13 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such terms or conditions for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

10.14 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and SMHA may pursue compensatory and/or liquidated damages under the contract.

10.15 Limitation of Liability: In no event shall SMHA be liable to the successful Bidder(s) for an indirect, incidental, consequential or exemplary damages.

10.16 Indemnity: The Contractor shall indemnify and hold harmless SMHA and its officers, agents, representatives and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for or on account of any bodily injury or death of an employee of the Contractor(s), its agents or its subcontractors of any tier received or sustained by any persons or property growing out of, occurring or attributable to any work performed under or related to this agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor(s), an subcontractors, or an employee, agent or representative of the Contractor(s) or any subcontractors, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SMHA. CONTRACTOR(S) ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS OF THIS AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF SMHA.**

Contractor(s) shall indemnify and hold harmless SMHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor(s)*, its employees, subcontractors, suppliers, manufacturers or other persons or entities for whose acts Contractor(s) may be liable.

10.17 Public/Contracting Statutes: SMHA is a governmental entity as that term is defined in the procurement statutes. SMHA and this IFB and all resulting contracts are subject to Federal, State and Local laws, rules, regulations and policies relating to procurement.

10.18 Termination: Any contract resulting from this IFB may be terminated under the following conditions:

10.18.1 By mutual consent if both parties, and

10.18.2 Termination for Cause: As detailed within the attached/referenced HUD Forms.

10.18.2.1 SMHA may terminate any and all contracts for default at any time in whole or in part, if the Contractor(s) fails to perform any of the provisions of any contract, fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from SMHA, fails to correct such failures within seven (7) days or such other period as SMHA may authorize or require.

10.18.2.1.1 Upon receipt of a notice of termination issued from SMHA, the Contractor(s) shall immediately cease all activities under any contract resulting from this IFB unless expressly directed otherwise by SMHA in the Notice of Termination.

10.18.2.1.2 SMHA may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

- 10.18.3 Termination for Convenience:** SMHA may terminate for convenience on a unilateral basis when the product or services is no longer needed or when it is in the best interest of SMHA.
- 10.18.4** The rights and remedies of SMHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.
- 10.18.5** In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, SMHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor(s) shall transfer title and deliver to SMH any partially completed work products, deliverables, sourced and object code, or document that the Contractor(s) has produced or acquired in the performance of any resulting contract.
- 10.19 Examination and Retention of Contractor's Records:** SMHA, HUD, Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under all contracts executed as a result of this IFB, 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 audits, examinations, excerpts or transcriptions.
- 10.20 Invoicing (if applicable):** Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her bid.
- 10.20.1** Invoices must contain a complete description of the work or service that was performed, the contract price for service, the purchase order number, contract number (if applicable), and date of service and address of service location or delivery address.
- 10.20.2** Contractor(s) must submit a separate invoice for each purchase order issued by SMHA unless prior approval is obtained from SMHA. **Contractor(s) must submit invoice within thirty (30) days after delivery of goods and/or services. If Contractor(s) fails to invoice within thirty (30) days after delivery of goods and/or services, SMHA reserves the right to not pay the invoice.**
- 10.20.3** If applicable, SMHA may make progress payments approximately every thirty (30) days as the work proceeds if work meets owner's standards, as approved by the SMHA staff. SMHA may, subject to written determination and approval of the Procurement & Contracting Manager, make more frequent payments to Contractor(s) which are qualified small business in accordance with HUD documents.
- 10.20.4** If offered by Contractor(s), SMHA seeks a discount for early payment. SMHA shall only take such a discount if earned.
- 10.20.5 Payments made under the awarded contract will be made electronically by ACH, and will require additional documents to be set up for the ACH payments.**
- 10.20.6** Unless utilizing a progress payment schedule invoices/requests for payments shall be sent to the following address:

**Stark Metropolitan Housing Authority
Attn: Finance
400 East Tuscarawas Street
Canton, Ohio 44702**

10.21 Inter-local Participation:

10.21.1 SMHA may from time to time enter into inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance SMHA's purchasing power. At SMHA's sole discretion and option, SMHA may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.

10.21.2 In no event shall SMHA be considered a dealer, remarketer, agent or other representative of Contractor(s) or Entity. Further, SMHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

10.21.3 Purchase orders shall be submitted to Contractor(s) by the individual entity.

10.21.4 SMHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than SMHA.

10.22 Right to Data and Patent Rights: In addition to ownership and use rights SMHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive of all information, materials, documents, software, and all electronic data discovered or produced by Contractor(s) or sub-contractor(s) pursuant to the terms of any resulting contracting, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

10.23 Lobbying Certification: By proposing to do business with SMHA or by doing business with SMHA, each Bidder certifies the following:

10.23.1 No Federally appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

10.23.2 If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying" in accordance with its instructions.

10.23.3 The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.24 Applicable Statutes, Regulations & Orders: Contractor(s) shall comply with all statutes, rules, regulations executive orders affecting procurements by Housing Authorities including but not limited to:

- 10.24.1 Executive Order 11246
- 10.24.2 Executive Order 11061
- 10.24.3 Copeland "Anti-Kickback" Act (18 USC 874)
- 10.24.4 Davis Bacon Act (40 USC 276a-276a-7)
- 10.24.5 Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 10.24.6 Clean Air & Water Act (42 USC 1857(h); 33 USC 1368)
- 10.24.7 Energy Policy & Conservation Act (PL 94-163. 89 STAT 871)
- 10.24.8 Civil Rights Act of 1964, Title VI (PL 88-352)
- 10.24.9 Civil Rights Act of 1968, Title VII (PL 90-284 Fair Housing Act)
- 10.24.10 Age Discrimination Act of 1975
- 10.24.11 Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 10.24.12 HUD Information Bulletin 909-23
- 10.24.13 Immigration Reform & Control Act of 1986
- 10.24.14 Fair Labor Standards Act (29 USC 201 et. Seq.)

10.25 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this IFB or any contract, shall be deemed to have been inserted herein, and this IFB and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The aforementioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessarily applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

10.26 Conflicting Conditions: In the event there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached/referenced HUD forms and the terms/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

10.27 Contract Form: SMHA will not execute a contract on the successful Bidder's form. Contracts will only be executed on SMHA's form. By submitting a bid, the successful Bidder agrees to this condition. However, SMHA will consider any contract clauses that the Bidder wishes to include therein, but the failure of SMHA to include such clauses does not give the successful Bidder the right to refuse to execute SMHA's contract form. It is the responsibility of each prospective Bidder to notify SMHA, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final execute contract. SMHA will consider such clauses and determine whether or not to amend the contract.

10.28 Contract: Once contract is issued to successful bidder it needs to be signed and returned to SMHA within 2 business days. If not SMHA reserves the right to move to the next bidder in line.

- 10.29 Force Majeure:** Neither SMHA nor Contractor(s) shall be held responsible for delays nor default caused by fire, flood, riots, acts of God or war where such cause was beyond, respectively, SMHA or Contractor's reasonable control. Contractor(s) shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.
- 10.30 Most Favored Customer:** The Contractor(s) agrees that if during the term of any resulting contract, the Contractor(s) enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting contract at SMHA's option, will be amended to afford equivalent advantage to SMHA.
- 10.31 Lapse in Insurance Coverage:** In the event Contractor(s) fails to maintain insurance as required by a resulting contract, the Contractor(s) shall immediately cure such lapse in insurance coverage at the Contractor's expense, and pay SMHA in full for all costs and expenses incurred by SMHA under this contract as a result of the Contractor's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to SMHA's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor(s). Moreover, SMHA shall retain from monies or payments owe to Contractor(s) by SMHA five percent (5%) of the value of the contract and place this retainage into an account to cover SMHA's potential exposure to liability during the period of such lapse. This retainage shall be held by SMHA until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against SMHA for any matter that should have been covered by the required insurance

11.0 WAGE RATE DETERINATION

- 11.1 Davis-Bacon Prevailing Wage Rates:** For all applicable projects costing \$2,000.00 or more, SMHA must ensure that Contractor(s) does not pay its employees that perform such work for SMHA at a rate less than the Davis-Bacon Act wage rates listed on Wage Determinations OnLine.gov (see below). Additionally, Contractor(s) is required to pay employees weekly and submit weekly certified payroll reports to SMHA (see below). Therefore, by submitting a bid, each Bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within the following table below or with less frequency than detailed herein. The Contractor(s) will be required to submit certified payrolls; and must make its payroll records available to either SMHA or HUD on request, and failure on the part of the Contractor(s) to comply with this requirement will be the sole responsibility of the Contractor(s), including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

11.1.1 Wage Decision Website Link: <http://www.wdol.gov/dba.aspx>

11.1.2 Wage Decision: Building

11.1.2.1 Applicability- Building

11.1.2.2 General Decision Number: OH20210015

11.1.2.3 Counties Covered: Carrol and Stark Counties in Ohio.

11.1.2.4 Wage Rates: See **Attachment O** for applicable wage decision. This is a courtesy copy and is subject to change. The official wage decision for the

project will be 'locked in' on the day of the bid opening. The wage decision pulled the day of the bid opening will be applicable for the life of the project UNLESS more than 90 days pass between bid opening and contract signing, at which point an updated wage decision for the project will be pulled. If this occurs, the wage decision pulled at contract signing will be applicable for the life of the project.

11.1.2.5 Employee Rights Poster: The "Employee Rights" poster (**Attachment P**) shall be posted at the job site visible to all Contractor(s) employees.

11.1.2.6 Certified Payroll Reports: Certified payroll reports shall be submitted weekly to SMHA for projects subject to Davis-Bacon. The Form included herein as **Attachment Q** shall be used. Contractor(s) is permitted to use their own certified payroll report if, and only if, **the form contains ALL OF THE EXACT information detailed on the form provided by SMHA**. Payrolls submitted to SMHA shall be originals, fully completed and executed in blue ink. Weekly certified payroll reports shall also be completed by all sub-contractors. It is the responsibility of the primary Contractor(s) to collect, review and send the original certified payroll reports for all subcontractors to SMHA.

12.0 BONDING REQUIREMENTS

12.1 Bid Bond: The Bid Bond shall be for five percent (5%) of the bid sum plus all "add" alternates (if applicable). The Bid Bond shall be secured by a surety company authorized to do business in the state of Ohio and on the U.S. Treasury Circular Number 570. SMHA will also accept a Certified or Cashier's Check for five percent (5%) of the bid sum. The bid security, whether in the form of a Bid Bond, Certified Check or Cashier's Check, must be submitted with the bid. The Bid Bond shall be submitted on SMHA's Form (**Attachment D**).

12.1.1 Successful Bidder(s): Successful Bidder(s)' security will be retained until he/she has signed the contract and furnished the required Payment & Performance Bond.

12.1.2 Unsuccessful Bidders: Unsuccessful Bidders security will be returned upon contract execution with the successful Bidder(s).

12.2 Payment & Performance Bond: The Payment & Performance Bond shall be for one hundred percent (100%) of the contract price and extend through one year guarantee period. The Payment & Performance Bond shall be secured by a surety company authorized to do business in the state of Ohio and on the U.S. Treasury Circular Number 570. The Housing Authority will also accept Separate Payment & Performance Bonds (each for one hundred percent (100%) or more of the contract price), a twenty percent (20%) Cash Escrow, or a twenty five percent (25%) irrevocable letter of credit. The bid security, whether in the form of a Payment & Performance Bond for one hundred percent (100%) of the contract price, Separate Payment & Performance Bonds (each for one hundred percent (100%) or more of the contract price), a twenty percent (20%) Cash Escrow, or a twenty-five percent (25%) Irrevocable Letter of Credit, must be submitted at the time of contract award.

Attachment A

Scope of Work/Technical Specifications

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

- A1.0** SMHA is seeking sealed bids from qualified, licensed, Contractors with demonstrated competence and experience to provide all labor and material required to perform **CHERRIE TURNER ELEVATOR MODERNIZATION**

DETAILED SPECIFICATIONS ON FOLLOWING PAGES

SECTION 00 0110

TECHNICAL SPECIFICATION TABLE OF CONTENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0110 Table of Contents

DIVISION 01 -- GENERAL REQUIREMENTS

01 1000 Summary
01 2100 Allowances
01 2500 Substitution Procedures
01 2600 Contract Modification Procedures
01 2900 Payment Procedures
01 3000 Administrative Requirements
01 3216 Construction Progress Schedule
01 3300 Submittal Procedures
01 4000 Quality Requirements
01 4100 Regulatory Requirements
01 4126 Permit Requirements
01 4216 Definitions
01 4219 Reference Standards
01 5000 Temporary Facilities and Controls
01 6000 Product Requirements
01 7000 Execution Requirements
01 7419 Construction Waste Management and Disposal
01 7423 Pre-Occupancy Cleaning
01 7700 Contract Closeout Requirements
01 7800 Closeout Submittals
01 7823 Operation & Maintenance Data
01 7839 Project Record Documents
01 7900 Demonstration & Training

DIVISION 02 -- EXISTING CONDITIONS

02 4119 Selective Demolition

DIVISION 04 -- MASONRY

04 2000 Unit Masonry

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 2413 Exterior Insulation and Finish System (EIFS)

07 8413 Penetration Fire-stopping

DIVISION 09 – FINISHES

09 9000 Interior Painting

DIVISION 14 – CONVEYING SYSTEMS

14 0500 Common Work Results for Conveying Equip

14 2100 Passenger Elevator Modernization

DIVISION 20 – MECHANICAL – on drawings

DIVISION 26 – ELECTRICAL – on drawings

END OF TABLE OF CONTENTS

**SECTION 01 1000
SUMMARY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Project: Cherrie Turner Elevator Modernization
700 McKinley Avenue, NW
Canton, Ohio 44703
- B. Owner:
Stark Metropolitan Housing Authority (SMHA)
400 Tuscarawas Street East
Canton, OH 44702
- C. Section Includes:
1. Project information.
 2. Work covered by Contract Documents.
 3. Work by Owner.
 4. Access to site.
 5. Coordination with occupants.
 6. Work restrictions.
 7. Specification and drawing conventions.
- D. Hazardous Materials: It is not expected that hazardous materials (asbestos) will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner and Architect in writing.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents, including but not limited to the following (refer to Section 14 2100 for full description of elevator work):
1. Equipment Room: Remove and replace geared machines, motors, deflector sheaves and cables, governors, tail sheaves, generators, controllers and associated wiring. Infill existing louvered and fan openings, and provide new mini-split HVAC.
 2. Emergency Power: Ensure both elevators are tied into the emergency generator - remove and replace any non-conforming connection.
 3. Hoistway: Remove and replace traveling cables, control and leveling devices, wiring for elevator equipment and associated devices, exit switches. Existing sump pump to remain, protected in place. Existing ladder to be demolished and replaced to meet code and coordinate with existing and new work.
 4. Doors: Cab and Hoistway Doors to remain; refer to Section 14 2100 for which door operating equipment, rollers, sills, guides, rails etc. is to be replaced, refurbished or new.
 5. Cab Interior: Remove and replace select cab items:
 - Flooring to be removed and replaced with new resilient flooring selected by architect / owner.
 - New LED lighting to replace existing, and discolored lenses to be replaced.
 6. Cab Top: Remove and replace top of car operating controls, guard rails, and car top exhaust fans.
 7. Fixtures: Remove and replace call button panels and position indicators as indicated. Remove and replace emergency communication failure device. New ADA / UFAS braille signage on each hoistway door jamb at each floor.
 8. Codes: Comply with State and Local codes, the ADA, UFAS and Accessible and Usable Buildings and Facilities ICC A117.1-2009. Refer also to Section 14

2100 "Passenger Elevator Modernization" for full list of pertinent codes for elevator modernization.

9. The Work consists of all supervision, labor, materials, equipment, transportation, verification of existing conditions, cutting and patching, removals, etc., as required to complete repairs and replacement to/and of the above-mentioned project, and other work as indicated on the Drawings and in these Specifications.
10. The Contractor shall comply with all applicable building code requirements of the local governing authority, and shall obtain and pay for all required permits, fees, and inspections. Any permits required for mechanical, electrical and plumbing portions of the work shall be the responsibility of the respective subcontractor(s). Contractor shall post permit(s) on-site as required, and promptly furnish copies of all permits and inspections to the Owner.

B. Time of Completion of Work:

1. The total project shall be completed within 365 calendar days, beginning immediately from the date stipulated in the "Notice to Proceed". The Prime Contractor will be expected to utilize whatever manpower is required to meet the completion date and maintain the project schedule at all times, including Punch List and Project closeouts.

1.4 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project Site beyond areas in which the Work is indicated.
 1. Limits: Confine construction operations to the areas necessary to complete the work shown on the drawings.
 2. Driveways, Walkways and Entrances: Keep driveways and loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a watertight-weather-tight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: At least one elevator shall remain in service at all times.
- B. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- C. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Early Morning Hours: As allowed by management with 72 hours notice.
 - 2. Hours for Utility Shutdowns: To be determined during pre-construction meeting.
 - 3. Hours for Core Drilling: To be determined during pre-construction meeting
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than five (5) days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- F. Nonsmoking Building: Smoking is not permitted on SMHA property
- G. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- H. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- I. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

**SECTION 01 2100
ALLOWANCES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain work may be specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to contractor. If necessary, additional requirements will be issued by Change Order.
- B. Allowances include, but shall not be limited to all necessary material, labor, delivery costs, equipment rental costs, installation, insurance, overhead, and profit.
- C. Purchase products and systems as approved by Architect.
- D. Types of Allowances include the following:
 - 1. Unforeseen Conditions

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified by the Owner.

1.4 ALLOWANCES

- A. Use the allowances only as directed by the Owner and only by written orders that indicate amounts to be charged to each designated allowance. These allowances are not part of the base bid and are the explicit property of the Owner to be dispersed during the contract or retained at the completion of the contract.
- B. Contractor's related costs for products and equipment ordered by Owner under the allowances are included in the allowances and are not part of the base bid contract sum. These costs are inclusive and include, but shall not be limited to, delivery, installation, insurance, equipment rental costs, mobilization, staging, labor, materials and all similar and related costs.
- C. At Project close out, a reconciliation of allowances shall be conducted to account for all monies used under the allowances. Any unused amounts remaining in the allowances shall be unilaterally deducted from the total contract amount.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Allowance 1	Unforeseen Conditions:	\$5,000.00
--------------------	------------------------	------------

END OF SECTION 01 2100

**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 2100 "Allowances" for products selected under an allowance.
 - 2. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's

letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

- j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2500

**SECTION 01 2600
CONTRACT MODIFICATION PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 01 2500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue through the General Contractor as supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 01 2500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 2100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2600

**SECTION 01 2900
PAYMENT PROCEDURES**

PART 1 - GENERAL

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 2600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 01 3216 "Construction Progress Schedule" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect **through General Contractor** at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.
 - 4. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work. Provide sub-schedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of **AIA Document G703**.
 - 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.

- g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of three percent of the Contract Sum.
- 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
- 6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 7. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
- 8. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
- 9. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling three percent of the Contract Sum and subcontract amount.
- 10. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 30th of the month. The period covered by each Application for Payment is one month, ending on the **last day of the month**.
 - 1. Submit draft copy of Application for Payment **seven** days prior to due date for review by Architect.
- D. Application for Payment Forms: Use **AIA Document G702 and AIA Document** as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit **three** signed and notarized original copies of each Application for Payment to **Architect** by a method ensuring receipt **within 24 hours**. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from **entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment**.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Sustainable design action plans, including preliminary project materials cost data.
 7. Schedule of unit prices.
 8. Submittal schedule (preliminary if not final).
 9. List of Contractor's staff assignments.
 10. List of Contractor's principal consultants.
 11. Copies of building permits.
 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Initial progress report.
 14. Report of preconstruction conference.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.

- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

SECTION 01 3000

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes Project administrative requirements, including:
 - 1. Submittal procedures.
 - 2. Preconstruction meeting.
 - 3. Progress meetings.
 - 4. Construction progress schedule.
 - 5. Contractor's superintendent.

1.2 SUBMITTAL PROCEDURES

- A. Submit the following items to the Architect:
 - 1. Shop drawings, product data, and samples.
 - 2. Test and inspection reports.
 - 3. Manufacturer's instructions and field reports.
 - 4. Qualifications statements for subcontractors and personnel.
 - 5. Progress schedules.
 - 6. Coordination drawings.
 - 7. Closeout submittals.
- B. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format.
 - 1. This procedure applies to pre-construction submittals, requests for information (RFIs), progress documentation, supplementary instructions, change proposals, pencil copies of applications for payment, field reports and meeting minutes, and any other document any participant wishes to make part of the project record.
 - 2. It is Contractor's responsibility to submit documents in PDF format.
 - 3. Paper document transmittals will not be reviewed; emailed PDF documents will be reviewed.
 - 4. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- C. Submittals for Review:
 - 1. When the following are specified in individual sections, submit them for review:
 - a. Product data.
 - b. Shop drawings.

- c. Samples for selection.
 - d. Samples for verification.
 - 2. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 3. Samples will be reviewed only for aesthetic, color, or finish selection.
 - 4. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in General Conditions.
- D. Submittals for Information:
- 1. When the following are specified in individual sections, submit them for information:
 - a. Design data.
 - b. Certificates.
 - c. Test reports.
 - d. Inspection reports.
 - e. Manufacturer's instructions.
 - f. Manufacturer's field reports.
 - 2. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.
- E. Submittals for Contract Closeout: Refer to Section 01 7800 – Closeout Submittals.
- F. Transmit each submittal with a copy of approved submittal form in the electronic format described above.
- G. Sequentially number the transmittal forms. Revise submittals with original number and a sequential alphabetic suffix. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- H. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- I. Schedule submittals to expedite the Project, and coordinate submission of related items.
- J. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- K. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- L. Provide space for Contractor and Architect review stamps.
- M. When revised for resubmission, identify all changes made since previous submission.
- N. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

O. Submittals not requested will not be recognized or processed.

1.3 PRE-CONSTRUCTION MEETING

A. Architect will schedule a pre-construction meeting after Notice of Award.

B. Attendance Required:

1. Owner.
2. Architect.
3. Contractor.

C. Agenda:

1. Submission of executed bonds and insurance certificates.
2. Distribution of Contract Documents.
3. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
4. Designation of personnel representing the parties to the Contract and Architect.
5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
6. Scheduling.
7. Mobilization on site, parking and staging, and use of Owner-provided power and water.

1.4 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at intervals determined by the Architect and Owner.

B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.

11. Other business relating to Work.

1.5 CONSTRUCTION PROGRESS SCHEDULE

A. Refer to 01 3216 Construction Progress Schedule.

1.6 CONTRACTOR'S SUPERINTENDENT

- A. The Contractor shall employ a qualified construction superintendent and necessary support personnel who shall be in attendance at the Project site during the performance of the Work. The superintendent shall represent the Contractor; communications given to the superintendent shall be as binding as if given directly to the Contractor.

- B. Superintendent's Qualifications: Prior to commencement of the Work on site, the Contractor shall submit the name and qualifications of the proposed superintendent to the PHA and the Architect. The PHA or the Architect will give timely notification if either or both have reasonable objection to the Contractor's proposed superintendent.

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION 01 3000

**SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preliminary schedule.

1.2 RELATED SECTIONS

- A. Section 01 1000 - Summary: Work sequence.

1.3 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

1.4 SCHEDULE FORMAT

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.2 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E. Provide legend for symbols and abbreviations used.

3.3 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.4 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.5 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

3.6 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION 01 3216

**SECTION 01 3300
SUBMITTAL PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
1. Submittal schedule requirements.
 2. Administrative and procedural requirements for submittals.
- B. Related Requirements:
1. Section 01 2900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 2. Section 01 4000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
 3. Section 01 7700 "Contract Closeout Requirements" for submitting closeout submittals and maintenance material submittals.
 4. Section 01 7800 "Closeout Submittals" for submitting closeout submittals.
 5. Section 01 7839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 6. Section 01 7900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.

- e. Description of the Work covered.
- f. Scheduled date for Architect's final release or approval.
- g. Scheduled dates for purchasing.
- h. Scheduled date of fabrication.
- i. Scheduled dates for installation.
- j. Activity or event number.

1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Construction Manager.
 - 5. Name of Contractor.
 - 6. Name of firm or entity that prepared submittal.
 - 7. Names of subcontractor, manufacturer, and supplier.
 - 8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
 - 9. Category and type of submittal.
 - 10. Submittal purpose and description.
 - 11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 - 12. Drawing number and detail references, as appropriate.
 - 13. Indication of full or partial submittal.
 - 14. Location(s) where product is to be installed, as appropriate.
 - 15. Other necessary identification.
 - 16. Remarks.
 - 17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Paper Submittals:
 - 1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect two copies.
 - 4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will return one copy.
 - 5. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 transmittal form.
- E. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- F. Submittals for Web-Based Project Software: Prepare submittals as PDF files, or other format indicated by Project software website.

1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
 - 2. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 - 3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 - a. Unknown at this time.
 - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. Prepare a submittal with specification section identified, stamped and signed reviewed, and with space for engineer and architect's stamps.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 - a. Two opaque (bond) copies of each submittal. Architect will return one copy.
 - b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 - g. Manufactures color samples. Colors will ne be selected for contractor printed materials or off the internet.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
 4. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 5. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
 6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit **one** full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed

- by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.8 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit **digitally signed PDF file and three** paper copies of certificate,

signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.9 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.10 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
 2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
 3. Submittals by Web-Based Project Software: Architect will indicate, on Project software website, the appropriate action.
 - a. Actions taken by indication on Project software website have the following meanings:
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3300

**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance submittals.
- B. Mock-ups.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 SUMMARY

- A. Section includes quality assurance and quality control services to be provided by the Contractor under the terms of the Contract. Refer to Definitions Article below for definitions of the terms used herein.
 - 1. Quality assurance services include but are not limited to the following:
 - a. Qualification of sources, manufacturers, fabricators, support service providers, testing and inspection agencies and installers.
 - b. Pre-construction testing procedures specified to be the Contractor's responsibility.
 - c. Delegated design proposals.
 - d. Representative construction assemblies, activities, or processes.
 - e. Field measurements and surveys.
 - f. Evaluation of project conditions and corrective measures.
 - g. Manufacturer construction process monitoring.
 - h. Construction documentation.
 - 2. Quality control services include but are not limited to the following:
 - a. Post-installation quality control testing.
 - b. Inspection of installed work.
 - c. Scheduling required inspections.
 - d. Scheduling inspections for special project warranties.
 - e. Correction of deficient or defective work.
 - f. Re-testing following correction of deficient or defective work.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with the Contract Documents.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to verify that completed construction complies with the Contract Documents. Services do not include contract administration activities performed by Architect or Construction Manager.
- C. Representative Construction Assemblies, Activities, or Processes: Physical assemblies, demonstrations, or exercises to illustrate finishes, show interrelationships of materials, or demonstrate critical construction processes to establish the standard by which the Work will be judged or compared, including the following:
 - 1. Mock-ups: Representative assemblies of dissimilar materials to verify the Contractor's understanding of the work of the Contract.
 - 2. Field Samples: Application of finish materials to verify the applicator's skill in performing the work.
 - 3. Field Demonstrations: Demonstration of a construction process or a portion thereof to verify the Contractor's understanding of the Work of the Contract.
- D. Qualified Testing Agency: An entity with the experience and capability to conduct the specified testing and inspecting procedures, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

- E. Qualified Professional Engineer: A licensed professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated.
- F. Qualified Factory-Authorized Service Representative: An authorized representative who is trained and approved by a specified manufacturer to inspect and service the manufacturer's installed products.
- G. Qualified Fabricator: A firm experienced in fabricating products of the design indicated to those indicated for this Project and with sufficient production capacity to produce required units in accordance with the Contract Documents and the Project Schedule.
- H. If more detailed requirements are needed, add this information to specific individual Sections. Examples include Installer employing workers trained and approved by manufacturer, Installer being acceptable to manufacturer, and Installer being an authorized representative of manufacturer for both installation and maintenance.
- I. Qualified Material Supplier: A firm with documented capability to produce specified materials of sufficient quality and quantity to service the Project in compliance with the Contract Documents and the Project Schedule.
- J. Qualified Manufacturer: A firm experienced in manufacturing the specified products or systems and with sufficient resources to produce specified products or systems in accordance with the Contract Documents and the Project Schedule.
- K. Qualified Product Distributor: A firm authorized by the specified product manufacturer to distribute the product in the Project vicinity and having sufficient product or material inventory access, service personnel, and distribution resources to adequately service the Project in accordance with the Contract Documents and the Project Schedule.
- L. Qualified Construction Support Service Provider: A firm with sufficient labor, equipment, and/or supply resources to provide construction-related services in sufficient quantity and quality to comply with the Contract Documents and Project Schedule.
- M. Qualified Installer: A firm or individual experienced in installing, erecting, or assembling work for this Project in compliance with the Contract Documents and the Project Schedule.
- N. Retain paragraph and subparagraph below if other Specification Sections assign certain items of work to preselected contractors (specialists). Revise to suit Project. See Evaluations about naming parties other than Owner and Contractor in Specifications.
- O. Qualified Specialists: A firm or individual with documented qualifications to perform certain critical construction activities in accordance with the Contract Documents and the Project Schedule. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

1.4 CONTRACT DOCUMENTS, AND THEIR INTENT

- A. The intent of the contract documents is to include all items necessary for the proper execution and completion of the work by the contractor(s).
- B. The contract documents are complementary, and what is required by one shall be as binding as if required by all.
- C. The contractor shall provide all labor and materials necessary for the entire completion of the work or system as described in the contract documents and reasonably inferable to produce the intended results.
- D. In the event of inconsistencies within or between the contract documents, the contractor shall provide the better quality or greater quantity or work, and shall comply with the stricter requirements.

1.5 RELATED REQUIREMENTS

- A. Section 01 4219 - Reference Standards.
- B. Section 01 7000 – Execution Requirements.
- C. Section 01 7700- Contract Closeout Requirements.

1.6 SUBMITTALS

- A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit report in duplicate within 30 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- F. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.7 REFERENCES AND STANDARDS - SEE SECTION 01 4219

1.8 TESTING AND INSPECTION AGENCIES

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.6 DEFECT ASSESSMENT

- A. Repair visual defects to the satisfaction of the Architect and Owner. If repairs cannot be made satisfactorily, replace items so designated.
- B. Replace Work or portions of the Work not conforming to specified requirements.
- C. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 4000

**SECTION 01 4100
REGULATORY REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Regulatory requirements applicable to this project include but are not limited to the following:
 - 1. Ohio Building Code, Current edition
 - 2. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
 - 3. Accessible and Usable Buildings and Facilities ICC A117.1-2009.

1.2 RELATED REQUIREMENTS

- A. Section 01 4000 - Quality Requirements.

1.3 QUALITY ASSURANCE

- A. Designer Qualifications: Where delegated engineering design is to be performed under the construction contract provide the direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 01 4100

SECTION 01 4126

PERMIT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor is responsible for obtaining and paying for permits, licenses, and other local requirements for constructing the Project.

1.2 SUBMITTALS

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 4126

**SECTION 01 4216
DEFINITIONS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative requirements for definitions. Refer to Divisions 02 through 32 for specific references.

1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. **"Indicated"**: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. **"Directed"**: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. **"Approved"**: The term "approved," when used in conjunction with the Architect's action on the General Construction's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract. Refer to Section 01330 - "Submittal Procedures" for additional terms and phrases regarding review/approval/rejection as they relate to submittal procedures.
- E. **"Regulations"**: The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. **"Furnish"**: The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. **"Install"**: The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. **"Provide"**: The term "provide" means to furnish and install, complete and ready for the intended use.
- I. **"Installer"**: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 2. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 - 3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- J. Product-Related Definitions:
 - 1. **"Products"** are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

2. **"Materials"** are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
 3. **"Equipment"** is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
 4. **"Systems"** are sets of complementary materials or products arranged or combined by a manufacturing concern so as to form a unity or whole for fulfilling a specific building (or site) function.
 5. **"Damage"** shall mean a substandard or impaired condition of a product, including breakage, surface blemishes, abrasion, caused by weather exposure, accident, abuse, aging, mis-handling, storage, shipping, or other causes.
 6. A **"Substitution"** is a product not specified and which substantially deviates from the specified requirements.
- K. **"Project site"** is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- L. **"Testing Agencies"**: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the 50-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 4216

**SECTION 01 4219
REFERENCE STANDARDS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative requirements for references. Refer to Divisions 2 through 33 for specific references.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- C. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
- D. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

1.3 SUBMITTALS

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 4219

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provisions for use of existing building services, including electrical power and water.
- B. Temporary Controls: Barriers and enclosures.
- C. Security requirements.
- D. Vehicular access and parking.
- E. Waste removal facilities and services.
- F. Provisions for field office within the existing building.

1.2 SUBMITTALS

- A. Prior to commencement of Work on site, each Contractor shall submit a site plan identifying locations of temporary barriers and other facilities and controls for protecting the public and existing facilities and operations. Include descriptions of assemblies including but not limited to protection of existing buildings, sidewalks and landscaping, building entrances and other existing conditions that require protection. The Owner will review the submitted plans. Contractors shall respond to any adjustments requested or recommended by the Owner.

1.3 EXISTING BUILDING SERVICES

- A. The Owner will allow use of existing building electrical power and water for construction purposes, provided that such use does not disrupt or otherwise adversely affect the ordinary building operations. The Contractor shall evaluate the capacity of existing services and supplement them as required.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect vehicular traffic, stored materials, site, and structures from damage.

1.5 SECURITY

- A. Provide security and facilities to protect Work from vandalism, or theft.

1.6 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Park only in areas approved by the Owner.

1.7 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Locate containers agreed upon by the Owner. Remove trash from site periodically.
- C. If materials are to be recycled or re-used on the project, they must be stored on-site, or at a location of the owner's choosing. Provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

1.8 FIELD OFFICES

- A. The Owner will provide prefabricated or mobile unit(s) with serviceable finishes, temperature controls, and foundations adequate for normal loading, for meetings and general administration activities.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases
 - 2. Heating and cooling equipment necessary to maintain a uniform indoor temperature.
 - 3. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall.
 - 4. Drinking water and private toilet.
 - 5. Lighting fixtures capable of maintaining average illumination of 20fc at desk height.

1.9 STAGING AREA FENCE

- A. Provide 6' high chain link fence for enclosing the staging area. Materials may be previously used as long as the appearance is acceptable to the Owner. Provide gates adequate for Contractor's daily use, and as follows:
 - 1. Terminal posts and Corner Posts: 2-1/2-inch o.d.
 - 2. Intermediate (Line) Posts: 2-inch o.d.
 - 3. Gate posts for Gates 5'-feet wide and larger: 4: o.d.
 - 4. Fence Fabric
 - 5. Top Rail: 1.5 inch o.d.
 - 6. Privacy slats: Plastic slats, vertical application, manufactured by Pexco or approved equivalent.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore new permanent facilities used during construction to specified condition.
- D. Repair and restore any damage to existing site and/or landscaping to original condition at contractor's expense.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 5000

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.2 RELATED REQUIREMENTS

- A. Section 01 1000 – Summary
- B. Section 01 4000 - Quality Requirements

1.3 REFERENCE STANDARDS

- A. 16 CFR 260 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; current edition.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association; 2008.

1.4 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.2 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
 - 1. Made outside the United States, its territories, Canada, or Mexico.
 - 2. Made using or containing CFC's or HCFC's.
 - 3. Made of wood from newly cut old growth timber.
- C. Regionally-Sourced Products:
 - 1. Overall Project Requirement: Provide materials amounting to a minimum of 10 percent of the total value of all materials (excluding plumbing, HVAC, electrical, elevators, and other equipment) that have been extracted, harvested, or recovered, as well as manufactured, within a radius of 500 miles from the project site.
- D. Products with Rapidly Renewable Material Content:
 - 1. Definition: Materials made from plants that are typically harvested within 10 years or less after planting.
 - 2. Specific Product Categories: Provide renewable material content as specified elsewhere.
 - 3. Calculations: Where information about renewable material content is required to be submitted and an item is not made completely of rapidly renewable material, calculate content by dividing the renewable material content by weight by the total weight of the item.
- E. Products with Recycled Content:
 - 1. Specific Product Categories: Provide recycled content as specified elsewhere.
 - 2. Calculations: Where information about recycled content is required to be submitted:
 - a. Determine percentage of post-consumer and post-industrial content separately, using the guidelines contained in 16 CFR 260.7(e).
 - b. Previously used, reused, refurbished, and salvaged products are not considered recycled.
 - c. Wood fabricated from timber abandoned in transit to original mill is considered reused, not recycled.
 - d. Determine percentage of recycled content of any item by dividing the weight of recycled content in the item by the total weight of all material in the item.
 - e. Determine value of recycled content of each item separately, by multiplying the content percentage by the value of the item.

2.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.4 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.1 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Architect will consider requests for substitutions only within 30 days after date established in Notice to Proceed.
- C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. A request for substitution constitutes a representation that the submitter:
 - 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 to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- G. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.2 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.3 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 6000

SECTION 01 7000

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes execution requirements applicable to all sections of these Specifications.

1.2 EXAMINATION

- A. Prior to installation of any product or system, with Installer present, review the condition of the substrate or area of installation provided and verify that it is acceptable in accordance with the product manufacturer's instructions, referenced standards, and accepted trade practices. Report unfavorable conditions to the Architect. Verify that reinforcement, blocking, nailers, or other attachment provisions required for support of work are properly placed. Do not allow installation to proceed until all unsatisfactory conditions have been corrected. Commencing work in an area will be considered acceptance of the existing conditions by that Installer and the Contractor shall assume all responsibility therefore.
No allowance will be made for conditions that, in the opinion of the Architect, were foreseeable during the bidding period or reasonably inferable from the Contract Documents.

1.3 PREPARATION

- A. Prepare materials for installation in accordance with referenced industry standards, manufacturer's instructions, and accepted trade practices. In exposed or finish work, mix or arrange materials for uniform blending and optimum arrangement according to the Architect's instructions.
- B. Lay out work in advance to ensure accurate spacing of surface patterns with uniform joint thicknesses and for accurate location of openings, joints, returns, and offsets.
- C. Surface Preparation:
 - 1. Furnish, install, maintain, and remove as required all necessary temporary protections to safeguard persons and property in the vicinity of the surface preparation area prior to commencement of surface preparation procedures, including but not limited to protection of existing adjacent construction. Any damage to existing construction shall be repaired at the contractor's own expense.
 - 2. Prepare surfaces to receive work in accordance with manufacturer's instructions, referenced standards and accepted trade practices.

1.4 EXECUTION, GENERAL

- A. The work shall be performed by skilled and, where applicable, by licensed installers. Where indicated in the Contract Documents, installers shall be approved by the manufacturer for installing the materials in the manner indicated.
- B. Install work in accordance with recognized trade practices, unless more stringent installation requirements are described in the Contract Documents or in the approved manufacturer's published installation instructions. For materials or systems that are specified to receive warranties, work shall comply with the requirements of the manufacturer.
- C. Construct work to the full elevations, widths, and thicknesses shown.
- D. Build chases and recesses to accommodate items specified in this Section and in other Sections of the Specifications.

- E. Leave openings for equipment to be installed before completing work. After installing equipment, complete work to match the construction immediately adjacent to the opening.
- F. As work progresses, build in items furnished under other sections

1.5 MATCHING EXISTING CONSTRUCTION

- A. When the Contract Documents state that new work shall match existing, new work shall interface with existing work in a manner that provides optimum blending of visible surfaces.

1.6 INSPECTION

- A. When inspection and testing of installed work is required by authorities having jurisdiction over the Project, the Contractor shall schedule and be present during such inspections and tests and promptly act upon all recommendations that arise therefrom.
- B. When review and inspection of work by a manufacturer representative is a condition of a special project warranty, the Contractor shall schedule and oversee such reviews and inspections and promptly act upon all recommendations that arise therefrom.

1.7 FINISHING

- A. Except where specifically noted to remain unfinished, finish installed components, whether or not indicated on the Finish Schedule, and in a manner acceptable to the Owner and Architect.
 - 1. Finish surfaces of installed work that are not pre-finished by the manufacturer or fabricator, including but not limited to metal, wood, cementitious elements.
 - 2. Finishing includes, as applicable, sealing joints between frames and substrates, surface preparation, priming and painting or staining and sealing in accordance with the manufacturer's recommendations and the Owner's finish scheme.
 - 3. Final colors and sheen will be selected by the Architect.
 - 4. Do not conceal or paint over labels or tags required by authorities having jurisdiction when performing finish work.
 - 5. Refer to Section 09 9000 for additional requirements.
- B. Back-prime and weather-proof components installed as part of building shell construction.
 - 1. Seal backs and edges of materials that will be exposed to the weather, to damp conditions, or exposed to view.
 - 2. Coat unfinished metal with primer and a finish coat approved by the Architect.

1.8 BUILDING ENVELOPE REQUIREMENTS

- A. Execute the Work in a manner that optimizes the moisture resistance, thermal performance, and acoustical performance of the facility. As such:
 - 1. Back-prime and weather-proof components installed as part of building shell, substructure and foundation construction.
 - a. Weatherproofing includes but is not limited to membranes, mastics, flashing, sealants, and coatings as indicated on the Drawings, specified in subsequent Sections, required by authorities having jurisdiction, and recommended by referenced standards and manufacturers.
 - 2. Seal the backs and edges of wood and other potentially absorptive materials that will be exposed to the weather and damp or humid conditions.
 - 3. Isolate dissimilar metals from each other to prohibit galvanic action.
 - 4. Isolate metals and other corrosion-sensitive materials from components containing deleterious or otherwise reactive chemicals, including but not limited to pressure-treated wood, solvents, and incompatible sealants.

5. Fill voids and annular spaces between dissimilar building components with insulation, gaskets, and joint fillers to assure the moisture resistance, thermal performance, and acoustical performance qualities of the building.
6. Insulate and seal all voids in the building shell whether or not designated in a work scope definition or identified in the Contract Documents, but which is an ordinary procedure according to referenced standards and manufacturer recommendations.
7. Assure positive, uninterrupted drainage of roofs, ledges, parapets, sills, and other facility components that may collect precipitation. Assure that drainage lines and other conveying elements direct water to legal collection and discharge points so as to preserve constructed elements from water damage.
 - a. Provide gratings, filters, and similar elements that prevent the intrusion of debris into drainage structures and permit periodic cleanout. Secure gratings and covers in a manner acceptable to the owner so as to prevent theft.
8. Assure that parapets and other similar elements properly drain and ventilate so as to prevent condensation and precipitation from damaging building shell elements and adversely affecting indoor air quality.
9. Provide vents, louvers, weep systems, and similar elements that are designed to prevent the intrusion of insects, rodents, birds, and similar wildlife into concealed spaces.
10. Assure that fasteners selected are of the correct type for the applications indicated, are corrosion-resistant, and will not react with the penetrated substrates when installed. Space fasteners appropriately. Provide pre-finished fasteners when required for aesthetic effect.
11. Account for thermal movement of installed materials in executing the Work.
 - a. Incorporate washers, gaskets, movement joints, and other appropriate means according to manufacturer instructions and referenced standards.
12. Coat primed and unprimed ferrous metals with suitable finish systems approved by the Architect.
13. Refer to subsequent Sections and the manufacturer's instructions for additional requirements.

1.9 CLEANING

- A. Progress Cleaning: As the Work progresses, the Contractor shall ensure that installed products are cleaned in accordance with the recommendations of the product manufacturer, referenced standards, and accepted trade practices.
- B. Daily and Final Cleaning: Refer to the Conditions of the Contract.

1.10 OPERATION AND ADJUSTMENT

- A. Start, operate, and adjust products in accordance with the manufacturer's instructions and recommendations to ensure proper function. The Contractor shall make adjustments or other remedial procedures as required.

1.11 DEMONSTRATION AND TRAINING

- A. Schedule demonstration and training sessions with Owner's facilities manager to review preventive maintenance procedures for operational building components.
 1. Engage manufacturer's authorized field technician to oversee and conduct demonstration and training activities.
 2. Review preventive maintenance procedures, including, as applicable, but not limited to:
 - a. Recommended schedule of maintenance procedures.
 - b. Cleaning procedures.
 - c. Troubleshooting procedures.
 - d. Warranty notification protocol.

- B. Obtain Owner's written statement that demonstration and training activities have been completed.

1.12 PROTECTION

- A. Provide all necessary protections to ensure that installed products are without damage or due deterioration as of the Date of Substantial Completion. Upon final acceptance of the work, remove temporary protections from the Project Site.
- B. Protect all site areas and structures to remain, and existing buildings to remain. Any damage to existing site and structures shall be repaired to prior condition at contractor's own expense.

PART 2 – PRODUCTS (not applicable)

PART 3 – EXECUTION (not applicable)

END OF SECTION 01 7000

**SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within seven (7) days of date established for the Notice to Proceed.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site. Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review waste management requirements for each trade.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, locations for waste to be held until picked up for disposal and how often waste is to be picked up.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Comply with Section 01 5000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 01 7419

**SECTION 01 7423
PRE-OCCUPANCY CLEANING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cleaning procedures to be performed following construction operations and prior to occupancy by the Owner. All cleaning procedures shall be carried out according to the Owner's standard operating procedures, guidelines, and recommendations.

1.2 SUBMITTALS

- A. Submit a list all cleaning products proposed for use for the Owner's review and approval prior to application.
- B. Cleaning Company's Qualification Data: Submit written qualification data for the Contractor's proposed cleaning service, containing the information specified in the Quality Assurance article below, for the Owner's review and approval.
- C. Do not begin pre-occupancy cleaning procedures until the Owner has approved use of Cleaning Company and all submittals.

1.3 QUALITY ASSURANCE

- A. Cleaning Company Qualifications: The Contractor shall provide documentation of the following qualifications according to the Submittals article above.
 - 1. Contract cleaner shall be a professional company specializing in post-construction and maintenance cleaning of commercial buildings with not less than five (5) years in the cleaning industry.
 - 2. Contract cleaner shall employ bondable personnel.
 - 3. Contract cleaner shall assign trained personnel knowledgeable in the procedures of pre-occupancy and maintenance cleaning to the project site.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Cleaning agents and disinfectants shall be labeled with MSDS information stored in in construction areas according to each manufacturer's instructions.
- B. Disinfectants should be dispensed into clean, dry, appropriately-sized dispensing bottles that are clearly labeled and dated.

PART 2 - PRODUCTS

2.1 CLEANING PRODUCTS

- A. All cleaning products used in the Project shall comply with the Owner's standards.

PART 3 - EXECUTION

3.1 PRE-OCCUPANCY CLEANING

- A. Perform the pre-occupancy cleaning following approval of personnel and products by the Owner's Representative.
- B. Sequence: Begin pre-occupancy cleaning operations at the top floor and proceed down to the lower floor. Complete the cleaning required on each floor before proceeding to the next floor.
- C. Perform the pre-occupancy cleaning according to the Owner's standard procedures, including but not limited to the following requirements.
 - 1. Floor Maintenance:
 - a. Do not splash, disfigure, or damage baseboards, walls, stair risers, furniture or equipment during cleaning operations.
 - b. Take proper precautions to advise building occupants of wet and/or slippery floor conditions during the cleaning operations.
 - c. Sweeping and Mopping:

- 1) Thoroughly sweep the floors to remove visible dirt and debris. Remove all visible paint marks and similar substances from floor surfaces.
- 2) After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind equipment, under furniture, behind doors, on stair landings or treads. Entrances and all similar areas shall be swept clean of all dirt and trash.
 - d. Wet Mopping and Scrubbing: On completion of mopping, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., properly rinsed, and dry to present an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after the wet mopping or scrubbing.
 - e. Machine scrub concrete floors and wash with a germicidal cleaner.
 - f. Vacuum carpeting thoroughly using commercial grade vacuum equipment with filtering media acceptable to the Owner.
 - g. Sweep and mop luxury vinyl planks (LVP) and rubber flooring per manufacturer standards.
2. Dusting: Remove dust directly from the areas in which it lies by the most effective means such as appropriately treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:
 - a. There shall be no dust streaks.
 - b. Corners, crevices, moldings, and ledges shall be free of all dust.
 - c. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
 - d. When inspected by a flashlight, there shall be few traces of dust on any surface.
3. Damp Wiping: Use a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, doors (both wood and metal), glass, countertops and other surfaces. When dry, the surfaces shall have a polished appearance. The wetting solution shall contain an appropriate cleaning agent.
 - a. When damp wiping in toilet rooms, an approved multi-purpose disinfectant cleaner shall be used.
4. Spot Cleaning: Following this operation, smudges, marks or spots shall be removed from the designated areas without causing unsightly discoloration.
5. Fixtures and Equipment:
 - a. Clean and disinfect all equipment and fixtures, including, but not limited to plumbing fixtures, mirrors, shelving, receptors, partitions, and dispensers.
 - b. Plumbing fixtures (tubs/showers, wash basins, sinks, toilets, etc.) shall be thoroughly washed, using a germicidal solution, and dried, leaving no dust, spots, streaks or stains, rust, mold, encrustation or excess moisture. The walls and floor adjacent to fixtures shall be free of spots, drippings and water marks.
 - c. Light fixtures, including lenses, cover panels, side panels, louvers, fixture frames and lamps, shall be vacuumed and cleaned with a damp cloth.
 - d. HVAC supply vents, exhaust grilles and room fan coil units shall be thoroughly vacuumed and cleaned with a damp cloth.
7. Walls:
 - a. Dust and spot clean painted walls. In areas where spot cleaning will produce color differences, the entire wall shall be washed, cleaned and wiped dry.
 - b. Damp wipe tiles walls. The entire tiled wall area shall be washed, cleaned and wiped dry.

8. Doors and Frames:
 - a. Touch up all marks on doors to match adjacent surfaces.
 - b. Clean and polish all unpainted metal on doors, including, but not limited to, trim, hardware, kickplates, push / pull plates and door knobs / levers.
 - c. Doors and frames shall be thoroughly cleaned and wiped dry without damaging applied finishes.
9. Stairwells: Sweep all stairs clean if uses by construction personnel
10. Entrances: Thoroughly sweep, vacuum, and wash entrances if used by construction personnel with a germicidal cleaner.
11. Elevator: Thoroughly sweep, vacuum, and wash elevator frame, floor, walls and ceiling of elevator cab without damaging finishes.
12. Other:
 - a. Overhead items, such as louvers, grilles, pipes, molding, etc., shall be dusted, vacuumed and wiped clean.
 - b. Metal surfaces such as hardware, frames, cover plates, stainless steel sinks, corner guards, etc., shall be cleaned with a damp cloth and polished where required.
 - c. Furniture and equipment shall be wiped clean using special care, be responsible for damage to this equipment. Where the workers see a piece of equipment too delicate or have doubt regarding how to proceed, they will request further instructions from the Owner's Representative.
13. Trash Removal:
 - a. Collect and remove all refuse, debris, rubbish and trash throughout the entire area of work. Unless otherwise directed by the Owner's Representative all collected matter shall be deposited in dumpsters of sanitation trucks provided by the Contractor, and removed from the site.

END OF SECTION 01 7423

SECTION 01 7700

CONTRACT CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout.
- B. Related Section: Section 01 7423 – Pre-Occupancy Cleaning.

1.3 EQUIPMENT AND SYSTEMS: START-UP, TESTING, DEMONSTRATION AND TRAINING PROCEDURES

- A. Operation and Maintenance Manuals:
 - 1. Prepare and submit operation and maintenance manuals for equipment and systems installed on the Project. Submit to the Architect for review and response.
 - 2. Operation and maintenance manuals shall contain the following information:
 - a. General operating instructions, including procedures for start-up, shut-down, and systems analysis, and trouble-shooting guidelines.
 - b. Inspection and maintenance procedures and schedules.
 - c. Emergency instructions.
 - d. Names, addresses, and telephone numbers of the following, as applicable:
 - 1) Equipment, System, or Product Manufacturer.
 - 2) Local company representative.
 - 3) Local authorized service representatives.
 - 4) Local authorized dealer of maintenance materials and spare parts.
 - e. Spare parts list.
 - f. Copies of warranties, guarantees, maintenance and service agreements.
 - g. Wiring diagrams.
 - h. Shop Drawings and Product Data.
- B. Demonstration and Training: The Contractor shall schedule demonstration and training of equipment and systems for the benefit of the Owner's personnel. Coordinate sessions with the Owner.
- C. Start-up and testing and demonstration / training activities shall be performed by trained personnel approved by the original equipment manufacturers.
- D. The Contractor shall collect and maintain copies of all testing reports and training certifications. These items shall be included in the Operation and Maintenance Manuals specified elsewhere in this Section.

1.4 INSPECTIONS BY AUTHORITIES HAVING JURISDICTION

- A. The Contractor shall schedule and attend all required inspections required by Authorities Having Jurisdiction over the Project and perform and document all corrections so ordered.
- B. The Contractor shall schedule and attend all re-inspections required by the Authorities Having Jurisdiction and pay all associated fees required to obtain the Certificate of Occupancy.
- C. The Contractor shall submit the Certificate of Occupancy to the Owner as a condition of final acceptance of the Project.

1.5 NOTIFICATION AND ARCHITECT'S PUNCLIST INSPECTION

- A. The Contractor shall notify the Architect when the Work is substantially complete according to the Contract Documents. Upon receipt of the notice, Architect will schedule and perform a Punch List inspection.
- B. If it is discovered that the Work is not sufficiently complete for the punch list inspection, the Architect will stop the punch list inspection until the Contractor completes the Work and provides assurance that the punch list inspection can resume.
- C. The Architect will submit a Punch List to the Contractor identifying deficient work items that will require correction. The Contruction Manager shall complete the items and provide written certification before the Contruction Manager's final payment application is certified.

1.6 INSURANCE CHANGEOVER

- A. The Contractor shall submit wriitten understanding between the Owner and the Contractor of pending insurance change over requirements.

1.7 RECORD DOCUMENTS AND WARRANTIES

- A. General: Protect record documents from deterioration and loss in a secure location. Provide access to record documents for the Architect's reference during normal working hours.
- B. Upon completion of the Work, submit record documents to the Architect for the Owner's records. See specification section 01 7839 "Project Record Documents."
- C. Warranties:
 - 1. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - 2. Warranties shall be original documents prepared specifically for the Project by an authorized agent of the Warrantor and signedby both the Warrantor and the Contractor.

1.8 EXTRA MATERIALS, SPARE PARTS, AND KEYS

- A. Deliver tools, spare parts, extra stock, and similar items to the Owner's authorized representative. Obtain signed receipts for each item.
- B. Arrange for keys to be delivered directly to the Owner's authorized repercentative. Obtain signed confirmation of delivery.

1.9 DE-MOBILIZATION AND CLEANING

- A. Re-furbish permanent construction used for construction purposes.
 - 1. Change filters, belts, and other consumable components of permanent equipment and systems used during construction.
 - 2. Re-lamp and clean light fixtures used during construction period.
- B. Discontinue and remove temporary facilities and protections from the site.
- C. Remove mock-ups, construction tools, equipment and similar elements.
- D. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Section 01 5000 - Temporary Facilities and Controls.
- E. Cleaning: Perform Pre-Occupancy Cleaning according to Section 01 7423.
- F. Removal of Protection: Remove temporary protections and facilities installed for protection of the Work during construction.

1.10 FINAL PAYMENT PROCEDURES

- A. Complete the following prerequisites for final payment:
 - 1. Submit final Application for Payment with the following attachments executed:
 - a. Contractor's Affidavit of Payment of Debts and Claims.
 - b. Contractor's Affidavit of Release of Liens
 - c. Waivers of Lien from all Subcontractors, Suppliers, and Materialmen.

- d. Consent of Surety Company to Final Payment (if performance and payment bond is required.)
 - e. Special Owner requirements related to payroll records, insurance, and other items.
2. Submit an updated final statement, accounting for final adjustments to the Contract Sum.
 3. Submit certification that all items on the Architect's punch list have been completed in accordance with the Contract or otherwise resolved for acceptance.
 4. Submit a certificate of continuing insurance coverage complying with insurance requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 7700

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.2 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7700 Contract Closeout Requirements
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.

2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

3.5 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.

3.6 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 01 7800

SECTION 01 7823

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 3300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in one of the following format:
 - 1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
 - 2. Submit three paper copies. Architect will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 01 7700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title, name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.

4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."
- 1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL**
- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- 1.8 EMERGENCY MANUALS**
- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

- E. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
 1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

1.11 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 7823

SECTION 01 7839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings and Specifications.
 - 2. Record Product Data and Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 01 7700 "Contract Closeout Requirements" for general closeout procedures.
 - 2. Section 01 7823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one of file prints.
 - 3) Submit record digital data files and one set of plots.
 - 4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit three paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and three set(s) of prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
 - c. Final Submittal:
 - 1) Submit one paper-copy set of marked-up record prints.
 - 2) Submit record digital data files and three sets of record digital data file plots.
 - 3) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy or annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy annotated PDF electronic files and directories] of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy or annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: DWG, AutoCAD Version 2015 operating system.
 3. Format: Annotated PDF electronic file with comment function enabled.
 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 5. Refer instances of uncertainty to Architect for resolution.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, **record Specifications**, and record Drawings where applicable.
- C. Format: Submit record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 01 7839

**SECTION 01 7900
DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For facilitator.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 4000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- B. Pre-instruction Conference: Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 - 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
 - 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 - 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.

7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. **Assemble educational** materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 7823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 01 7900

SECTION 02 4119

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 1. Demolition and removal of selected building and elevator components to accommodate infill of previously louvered openings, and provision and installation of new elevators and associated equipment.
 2. Salvage of existing items to be reused or recycled.
 3. Temporary construction to protect the existing building and contents.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

- A. Retain "Predemolition Conference" Paragraph below if Work of this Section is extensive or complex enough to justify a conference.
- B. Pre-demolition Conference: Conduct conference at Project site, or at Owner's offices.
 - 1) Inspect and discuss condition of construction to be selectively demolished.
 - 2) Review structural load limitations of existing structure.
 - 3) Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4) Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5) Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Communicate to Owner the measures proposed for protecting individuals and property for dust control and noise control, and for protection from moisture and wind damage while the roof sheathing is removed.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1) Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Buildings will be fully occupied during work – ensure Owner and tenants' on-site operations are uninterrupted.
 - 2) Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3) Coordination for shutoff, capping, and continuation of utility services.

- C. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations. Submit before Work begins.
- D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 PROJECT CONDITIONS

- A. Owner will occupy building and adjacent buildings during selective roof demolition activities. Conduct selective demolition so Owner's operations will not be disrupted in building.
 - 1. Comply with requirements specified in Division 01 Section 1000 Summary.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Owner and Architect of discrepancies between existing building conditions and Drawings before proceeding with selective demolition.
- D. It is not expected that hazardous materials (asbestos) will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner and Architect in writing.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- G. Contractor shall be responsible for repair of all site damage as a result of demolition activities to building, adjacent buildings, and landscaping to the satisfaction of Owner at no additional costs.
- H. Contractor shall perform all work in a safe manner so as to prevent damage to building, adjacent building, and areas surrounding building, and to prevent harm to building occupants and tenants.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped as required before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required. Commencement of Work confirms Contractor accepts the existing conditions.
- C. Inventory and record the condition of items to be removed and reinstalled. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1) Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner and Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
 - 1) Comply with requirements specified in Section 01 3233 "Photographic Documentation."
 - 2) Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

- F. Perform all Work according to accepted industry standards, and in accordance with all applicable regulations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

3.3 PROTECTION

- A. Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section 5000 Temporary Facilities and Controls.
 - B. Provide temporary barricades and other protection required to prevent injury to people and damage to site, building, adjacent buildings, and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture and equipment that has not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 5000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Design, provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished. This includes parapets and exterior walls during selective demolition.
 - 1) Strengthen or add new supports when required during progress of selective demolition.
- D. Remove temporary barricades and protections where hazards no longer exist.
- E. Provide dust control for demolition activities.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically from areas farthest from ground level staging area to areas closest to ground level staging. Complete selective demolition operations completely on each roof section before commencing on next roof section.
 - 2. 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. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 4. Items to be removed shall be carried, or lowered to ground by method suitable to avoid free fall and to prevent ground impact or dust generation. Comply with requirements in Section 01 7419 "Construction Waste Management and Disposal.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

6. Remove asbestos containing materials in accordance with state and local ordinances if encountered.
 7. Dispose of demolished items and materials promptly. Remove from site on a daily basis. Comply with requirements in Section 01 7419 "Construction Waste Management and Disposal.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:
1. Protect items from damage during storage.
 2. Remove existing antennas and store or deliver to Owner per Owner's instructions.
 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner or Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their specified locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Remove Elevator materials to be demolished per Drawings and Specifications. Confirm whether any equipment items are to be turned over to the Owner.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Except for items or materials indicated to be reinstalled or otherwise indicated to remain Owner's property, remove demolished materials from Owner's property and recycle or dispose of them according to Section 01 7419 "Construction Waste Management and Disposal."
1. Do not allow demolished materials to accumulate on-site. **Remove from site on a daily basis.**
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

3.7 CLEANING

- A. Clean site and adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 4119

SECTION 04 2000

UNIT MASONRY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Concrete Block.
- B. Reinforcement and Anchorage.
- C. Flashings.
- D. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 09 9000 Interior Painting

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all relevant installers.

1.4 SUBMITTALS

- A. See Section 01 3300 Submittal Procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Samples: Submit four samples of decorative block units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except as otherwise shown or specified:
 - 1. Conform to applicable requirements of the Ohio Building Code Requirements for masonry structures, including but not limited to
 - a. Chapter 14 Exterior Walls
 - b. Chapter 17 Structural Tests and Masonry Inspections.
 - c. Chapter 21 Masonry
 - 2. National Concrete Masonry Association (NCMA)
 - a. NCMA TEK Bulletin 3-1C "All Weather Concrete Masonry Construction".
 - b. NCMA TEK Bulletin 3-3A "Reinforced Concrete Masonry Construction".
 - c. NCMA TEK Bulletin 8-2A "Removal of Stains from Concrete Masonry".
 - d. NCMA TEK Bulletin 8-3A "Control and Removal of Efflorescence".
 - e. NCMA TEK Bulletin 19-4 "Flashing Strategies for Concrete Masonry Walls".
 - f. NCMA TEK Bulletin 19-5 "Use of Flashing in Concrete Masonry Walls".
 - 3. American Society for Testing and Materials (ASTM)
 - a. ASTM C67 "Standard Test Method for Sampling and Testing Brick and Structural Clay Tile
 - b. ASTM C90 "Standard Specification for Loadbearing Concrete Masonry Units".
 - c. ASTM C140 "Standard Methods of Sampling and Testing Concrete Masonry Units and Related Units".
 - d. ASTM D 1056 "Standard Specification for Flexible Cellular Materials – Sponge or Expanded Rubber."
 - e. ASTM D 1187 "Standard Specification for Asphalt-Base Emulsions for Use as Protective Coatings for Metal."
 - f. ASTM E514-74 "Standard Specification for Water Penetration and Leakage Through Masonry".
 - 4. International Masonry Institute
 - a. Technology Brief: "Cold Weather Masonry Construction"

5. Brick Institute of America (BIA)
 - a. BIA Technical Notes No. 1: Hot and Cold Weather Construction.
 - b. BIA M1-88: Specifications for Portland Cement Lime Mortar for Brick Masonry.
 - c. BIA Technical Notes No.20: Cleaning Brickwork.
 - d. BIA Technical Notes No.28A: Adding Brick Veneer to Existing Construction.
- B. Changes in the source of brand of masonry material during construction will require resubmission and retesting at the Contractor's expense.
- C. Pre-Construction Conference: Prior to the installation of the masonry and associated work, meet at the project site with the installer, the installer of each component of associated work, the installers of other work in and around masonry (including windows), the Public Housing Agency's Representative and other representatives directly concerned with performance of the Work, product manufacturers, governing authorities, and the Public Housing Agency's Representative. Record the discussions of the conference and the decisions and agreements (or disagreements) reached and furnish a copy of the record to each party attending. Review foreseeable methods and procedures related to the masonry work, including, but not necessarily limited to, the following.
 1. Review project requirements (drawings, Specifications, and other Contract Documents), including sample panels, job mock-ups, and cleaning procedures.
 2. Review required submittals, both completed and yet to be completed.
 3. Review availability of materials, tradesmen, equipment and facilities needed to make progress and avoid delays.
 4. Review regulations concerning code compliance, environmental protection, health, safety, fire, and similar considerations.
 5. Review procedures needed for protection of masonry during the remainder of the construction period.
 6. Review constructed masonry mock-ups.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Assume responsibility for acceptance of masonry units delivered to site being in compliance with specified ASTM requirements for chipping and dimensional tolerances.
- B. Deliver packaged mortar materials in original containers with manufacturer's labels intact and legible. Deliver masonry units in undamaged condition and handle units to prevent chipping, breaking, or other damage.
- C. Store masonry units and package materials off ground, covered, and protected from wetting by capillary action, rain or snow, and protected from mud, dust, or other materials and contaminants likely to cause staining or defects in the masonry.

PART 2 PRODUCTS

2.1 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 1. Size: Standard units with nominal or split face dimensions of 16 x 8 inches and nominal depths as indicated on the drawings for specific locations.
 2. Special Shapes: Provide non-standard blocks configured for corners.
 3. Load-Bearing Units: ASTM C 90, normal weight.
 - a. Hollow block, as indicated.
 - b. Exposed faces: Manufacturer's standard color and texture where indicated.
 4. Non-Loadbearing Units: ASTM C 129.
 - a. Hollow block, as indicated.
 - b. Medium weight.

2.3 MORTAR AND GROUT MATERIALS

- A. Do not add admixture including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, anti-freeze compounds, or other admixtures, unless otherwise indicated or approved in writing. When specifically approved admixtures shall meet ASTM C1384, Standard Specification for Admixtures for Masonry Mortars.
 - 1. Admixtures containing chlorides in excess of 0.2 percent chloride ions are not permitted to be used.
 - 2. Limit cementitious materials in mortar to Portland cement, mortar cement, and lime, unless otherwise permitted by the Architect.
 - a. Masonry cement may be used only where type N mortar is approved.
- B. Mortar for Unit Masonry: Comply with ASTM C270, Property Specification, for job mixed mortar, or ASTM C1142 for ready mixed mortar of types indicated below:
 - 1. Type S: 1800 psi minimum average compressive strength at 28 days for concrete unit masonry, unless otherwise noted.
 - 2. New mortar shall match the existing mortar in color, texture and hardness.
- C. Use integral water repellent admixture at all exterior concrete masonry wythe locations, unless noted otherwise.
- D. Combine and thoroughly mix cementitious, water and aggregates in a mechanical batch mixer, comply with referenced ASTM standards for mixing time and water content.
- E. Water: Potable
- F. Cold weather additives prohibited

2.4 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers of Joint Reinforcement and Anchors:
 - 1. Dur-O-Wal: www.dur-o-wal.com.
 - 2. Hohmann & Barnard, Inc: www.h-b.com.
 - 3. Masonry Reinforcing Corporation of America: www.wirebond.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Reinforcing Steel: ASTM A 615/A 615M Grade 40 (280) deformed billet bars; galvanized.
- C. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- D. Single Wythe Joint Reinforcement: Truss type; ASTM A 82/A 82M steel wire, mill galvanized to ASTM A 641/A 641M, Class 3; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.

2.5 FLASHINGS

- A. Pre-Coated Galvanized Steel Flashing: ASTM A 653/A 653M, with G90/Z275 coating, 24 gage total thickness, shop pre-coated with fluoropolymer coating in color matching masonry.

2.6 ACCESSORIES

- A. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.

3.3 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of ACI 530.1/ASCE 6/TMS 602 or applicable building code, whichever is more stringent.

3.4 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: As indicated for different locations.
 - 2. Coursing: One unit and one mortar joint to equal 8 inches.
 - 3. Mortar Joints: match existing

3.5 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Interlock intersections and external corners, except for units laid in stack bond.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- H. Cut mortar joints flush where wall tile is scheduled or resilient base is scheduled.
- I. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- J. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

3.6 WEEPS/CAVITY VENTS – not used.

3.7 REINFORCEMENT AND ANCHORAGE - GENERAL

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Reinforce stack bonded unit joint corners and intersections with strap anchors 16 inches on center.

3.8 REINFORCEMENT AND ANCHORAGE - SINGLE WYTHE MASONRY

- A. Install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Reinforce stack bonded unit joint corners and intersections with strap anchors 16 inches on center.

3.9 MASONRY FLASHINGS – not used.

3.10 LINTELS

- A. Install loose steel lintels over openings.
- B. Maintain minimum 12 inch bearing on each side of opening, unless otherwise noted.
- C. For steel lintels in exterior wythe of face brick, rake back mortar in preparation for sealant as specified in Section 07 92 00 – Joint Sealants.
- D. All lintel sealant joints surfaces shall be finished with an aggregate impingement to present a mortar texture finish.

3.11 GROUTED COMPONENTS

- A. Lap splices minimum 24 bar diameters.
- B. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
- C. Place and consolidate grout fill without displacing reinforcing.
- D. At bearing locations, fill masonry cores with grout for a minimum 12 inches either side of opening.

3.12 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control and expansion joints.
- B. Form control joint with a sheet building paper bond breaker fitted to one side of the hollow contour end of the block unit. Fill the resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.
- C. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.

3.13 BUILT-IN WORK – not used.

3.14 TOLERANCES

- A. Maximum Variation from Alignment of Columns: 1/4 inch.
- B. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- C. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- D. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- E. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- F. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- G. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

3.15 CUTTING AND FITTING

- A. Cut and fit for chases. Coordinate with other sections of work to provide correct size, shape, and location.

3.16 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 014000.
- B. Clay Masonry Unit Tests: Test each variety of clay masonry in accordance with ASTM C 67 requirements, sampling 5 randomly chosen units for each 50,000 installed.
- C. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C 140 for conformance to requirements of this specification.
- D. Mortar Tests: Test each type of mortar in accordance with ASTM C 780, testing with same frequency as masonry samples.

3.17 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.

3.18 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

END OF SECTION 04 2000

SECTION 07 2413

EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. EIFS-clad barrier-wall assemblies that are field applied over substrate.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each EIFS component, trim, and accessory.
- B. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

- A. Manufacturer certificates.
- B. Product certificates.
- C. Product test reports.
- D. Field quality-control reports.
- E. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An installer who is certified in writing by AWCI International as qualified to install Class PB EIFS using trained workers.

1.7 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace components of EIFS that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: **10** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Dryvit Systems, or approved equal.

2.2 PERFORMANCE REQUIREMENTS

- A. EIFS Performance: Comply with ASTM E 2568 and with the following:
 - 1. Weathertightness: Resistant to water penetration from exterior.
 - 2. Impact Performance: ASTM E 2568, Medium impact resistance.

2.3 EIFS MATERIALS

- A. Flexible-Membrane Flashing: Cold-applied, self-adhering, self-healing, rubberized-asphalt and polyethylene-film composite sheet or tape and primer; EIFS manufacturer's standard or product recommended in writing by EIFS manufacturer.
- B. Insulation Adhesive: EIFS manufacturer's standard formulation designed for indicated use; compatible with substrate.
- C. Molded, (Expanded) Rigid Cellular Polystyrene Board Insulation: Comply with ASTM E 2430/E 2430M.
 - 1. Foam Buildouts: Provide with profiles and dimensions indicated on Drawings.

- D. Reinforcing Mesh: Balanced, alkali-resistant, open-weave, glass-fiber mesh treated for compatibility with other EIFS materials, made from continuous multi-end strands with retained mesh tensile strength of not less than 120 lbf/in. (21 dN/cm) according to ASTM E 2098/E 2098M.
 - 1. Reinforcing Mesh for EIFS, General: Not less than weight required to comply with impact-performance level specified in "Performance Requirements" Article.
- E. Base Coat: EIFS manufacturer's standard mixture.
- F. Water-Resistant Base Coat: EIFS manufacturer's standard waterproof formulation.
- G. Primer: EIFS manufacturer's standard factory-mixed, elastomeric-polymer primer for preparing base-coat surface for application of finish coat.
- H. Finish Coat: EIFS manufacturer's coating to match existing texture and finish.
 - 1. Colors: As selected by Architect from manufacturer's full range, with intent to match existing adjacent EIFS system.
 - 2. Textures: As selected by Architect from manufacturer's full range, with intent to match existing adjacent EIFS system.
- I. Trim Accessories: Type as designated or required to suit conditions indicated and to comply with EIFS manufacturer's written instructions; manufactured from UV-stabilized PVC; and complying with ASTM D 1784 and ASTM C 1063.

PART 3 - EXECUTION

3.1 EIFS INSTALLATION

- A. Comply with ASTM C 1397, ASTM E 2511, and EIFS manufacturer's written instructions for installation of EIFS as applicable to each type of substrate.
- B. Flexible-Membrane Flashing: Apply and lap to shed water; seal at openings, penetrations, and terminations. Prime substrates with flashing primer if required and install flashing.
- C. Trim: Apply trim accessories at perimeter of EIFS, at expansion joints, and elsewhere as indicated. Coordinate with installation of insulation.
- D. Board Insulation: Adhesively attach insulation to substrate in compliance with ASTM C 1397.
 - 1. Rasp or sand flush entire surface of insulation to remove irregularities projecting more than [1/32 inch (0.8 mm)] [1/16 inch (1.6 mm)] from surface of insulation and to remove yellowed areas due to sun exposure; do not create depressions deeper than 1/16 inch (1.6 mm). Prevent airborne dispersal and immediately collect insulation raspings or sandings.
 - 2. Coordinate installation of flashing and insulation to produce wall assembly that does not allow water to penetrate behind flashing and EIFS lamina.
- E. Expansion Joints: Install at locations indicated and where required by EIFS manufacturer.
- F. Water-Resistant Base Coat: Apply full-thickness coverage to exposed insulation and to exposed surfaces of masonry and other surfaces indicated on Drawings.
- G. Base Coat: Apply full coverage to exposed insulation and foam buildouts with not less than 1/16-inch (1.6-mm) dry-coat thickness.
- H. Reinforcing Mesh: Embed reinforcing mesh in wet base coat to produce wrinkle-free installation with mesh continuous at corners, overlapped not less than 2-1/2 inches (64 mm) or otherwise treated at joints to comply with ASTM C 1397. Do not lap reinforcing mesh within 8 inches (200 mm) of corners. Completely embed mesh, applying additional base-coat material if necessary, so reinforcing-mesh color and pattern are invisible.
- I. Double-Layer Reinforcing-Mesh Application: Where indicated or required, apply second base coat and second layer of reinforcing mesh, overlapped not less than 2-1/2 inches (64 mm) or otherwise treated at joints to comply with ASTM C 1397 in same manner as first application. Do not apply until first base coat has cured.
- J. Additional Reinforcing Mesh: as recommended by manufacturer for seamless installation with surrounding existing EIFS.
- K. Foam Buildouts: Fully embed reinforcing mesh in base coat.

- L. Double Base-Coat Application: Where indicated, apply second base coat in same manner and thickness as first application, except without reinforcing mesh. Do not apply until first base coat has cured.
- M. Finish Coat: Apply full-thickness coverage over dry base coat, maintaining a wet edge at all times for uniform appearance, to produce a uniform finish of color and texture matching approved sample and free of cold joints, shadow lines, and texture variations.
- N. Sealer Coat: Apply over dry finish coat, in number of coats and thickness required by EIFS manufacturer.

3.2 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform.
- B. EIFS Tests and Inspections: According to ASTM E 2568.
- C. EIFS will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 07 2413

SECTION 07 8413

PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Penetrations in fire-resistance-rated walls.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.
 - 1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly. Obtain approval of authorities having jurisdiction prior to submittal.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product test reports. For each penetration firestopping system, for tests performed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.
- B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
 - 1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
 - 2. Provide rated systems complying with the following requirements:
 - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
 - 1) UL in its "Fire Resistance Directory."
 - 2) Intertek Group in its "Directory of Listed Building Products."
 - 3) FM Global in its "Building Materials Approval Guide."

2.2 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
 - 1. STI – Firestop Products, including Ready Split Sleeve.
 - 2. 3M – Fire Barrier Putty Sleeve Kits.
 - 3. HILTI – Fire Protection System Sleeve Devices.
 - 4. Or approved equal.
- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg (2.49 Pa).
 - 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.
 - 1. Permanent forming/damming/backing materials.
 - 2. Substrate primers.
 - 3. Collars.
 - 4. Steel sleeves.

2.3 FILL MATERIALS

- A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer sleeve lined with an intumescent strip, a flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.
- E. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.
- F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.

- I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

2.4 MIXING

- A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

3.3 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.
- C. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.
- D. Install fill materials by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches (76 mm) high and with minimum 0.375-inch (9.5-mm) strokes.

1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet (4.57 m) from end of wall and at intervals not exceeding 30 feet (9.14 m).
- B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
 2. Contractor's name, address, and phone number.
 3. Designation of applicable testing and inspecting agency.
 4. Date of installation.
 5. Manufacturer's name.
 6. Installer's name.

3.5 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E 2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

END OF SECTION 07 8413

SECTION 09 9000

INTERIOR PAINTING

PART 1 GENERAL

1.1 GENERAL CONDITIONS

- A. The General Conditions, Modifications to General Conditions, Supplementary or Special Conditions and any Instructions to Bidders shall apply to all Divisions of the work.
- B. The requirements of State, Local or appropriate codes applicable to the work, whichever is the most stringent is a requirement of all Divisions of the work.

1.2 RELATED SECTIONS

- A. Section 14 0500 – Common Work Results for Conveying Equipment.
- B. Section 14 2100 – Passenger Elevator
- C. Section 04 2000 – Unit Masonry

1.3 DEFINITIONS

- A. Standard coating terms defined in ASTM D16 apply to this Section.
- B. Exposed surfaces: Surfaces visible when permanent or built-in items are in place. Extend coatings into these areas to provide desired protection.
- C. Paint: Coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use.
- B. Samples: Submit two representative samples of each major type of surface or material. Do not proceed with final painting until samples are approved.
- C. Color Charts: In duplicate, for all paints, stains and special coatings. Identify with numbers used on Drawings.
- D. Stepped samples for each substrate. Obtain the approval of color match before starting work.
- E. Quality Control Submittals:
 - 1. Certifications: Manufacturer's statement that paint materials conform to current regulations relating to lead content and air pollution emission requirements.

1.5 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- B. Coordination of Work: Review Sections in which primers are provided to ensure compatibility of the total systems for various substrates.
- C. Material Quality: Provide the manufacturer's best quality trade sale type paint material of the various types specified. Proprietary names used to designate colors or materials are not intended to imply that products named are required or to exclude of equal products of other manufacturers.

1.6 DELIVERY AND STORAGE

- A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg. F. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.
- B. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Extra Materials

1. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage.
 - a. Quantity: Furnish the Owner with two gallons of each material and color applied in addition to any leftover amounts.
 - b. Label cans with manufacturer's color names and color formula numbers.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. The following manufacturers are approved:
 1. Sherwin-Williams
 2. Benjamin Moore
 3. Or approved equal.

2.2 PAINT MATERIALS - GENERAL

- A. Prohibited Content: Raw linseed oil, turpentine, benzene, gloss oil, or coal oil shall not be used in any of the materials for painting work.
- B. Material Compatibility: Provide fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- C. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated.
- D. Colors: Color to be selected by Architect from a full range of manufacturer's colors.

2.3 PROTECTIVE COATINGS

- A. Bituminous Paint: Acid and alkali resistant type conforming to ASTM D1187.
- B. Zinc Chromate Primer: Standard zinc chromate primer, selected from manufacturers listed in this Section.

PART 3 EXECUTION

3.1 FIELD CONDITIONS

- A. Do not apply paint when the relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F. above the dew point, or to damp or wet surfaces.

3.2 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.
- B. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.

3.3 PREPARATION

- A. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and items in place that are not to be painted, or provide protection prior to surface preparation and painting. Remove items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting, reinstall items removed using workmen skilled in the trades involved.
- B. Clean surfaces before applying paint or surface treatments. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.
- C. Provide protection for adjacent surfaces as necessary to prevent paint from coming into contact with adjacent materials not scheduled for painting.

3.4 SURFACE PREPARATION

- A. Clean and prepare surfaces to be painted in accordance with manufacturer's instructions for each particular substrate condition. Notify Architect in writing of problems anticipated using specified finish coat material with substrates primed by others.
- B. Cementitious Surfaces: Prepare concrete, concrete masonry, cement plaster and similar surfaces to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze.
- C. Determine alkalinity and moisture content of surfaces to be painted. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
- D. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - 1. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
 - 2. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.
 - 3. At areas to receive epoxy paint, clean concrete with a 5 percent solution of muriatic acid, neutralize with ammonia, rinse, allow to dry before painting, all per manufacturer's recommendations.
 - 4. Ferrous Metals: Clean non-galvanized ferrous metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Society for Protective Coatings (SSPC) <<http://www.sspc.org/>>.
 - 5. Touch-up shop-applied prime coats that have been damaged, and bare areas. Wire-brush, clean with solvents, and touch-up with the same primer as the shop coat.
 - 6. At areas to receive epoxy paint, prepare steel surfaces to SSPC <<http://www.sspc.org/>> SP 2 Power Tool Clean.
 - 7. Galvanized Surfaces: Utilize SSPC <<http://www.sspc.org/>>-SP1 Solvent Cleaning and Chemical Wash (tri-sodium phosphate). Power wash with tri-sodium phosphate type cleaner (5% solution at 140 degrees F.) and solvent clean after rinsing and drying with a non-petroleum based solvent cleaner so that surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock, by mechanical methods.

3.5 MATERIALS PREPARATION

- A. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
- B. Mix and prepare paint in accordance with manufacturer's directions.
- C. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain before using.
- D. Use only thinners approved by manufacturer, and only within recommended limits.

3.6 PRIME COATS

- A. Before applying finish coats, apply a prime coat, as scheduled or if required by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others.
- B. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- C. Tinting of primers to match final coat will not be permitted.
- D. Re-coat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Omit primer on metal surfaces that have been shop-primed, unless primer becomes worn, damaged, or more than six months old from date of delivery to job site.

3.7 APPLICATION

- A. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
- B. The number of coats and film thickness required is the same regardless of application method. Apply succeeding coats per manufacturer's specifications. Sand between applications where required to produce a smooth, even surface.
- C. Pigmented (Opaque) Finishes:
 - 1. Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
 - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 - 3. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat. Tinting of primer to match finish coats will not be permitted.
 - 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
 - 6. Paint all edges of every door to match faces, including top and bottoms.
 - 7. Do not paint electrical device face plates or devices, sprinkler heads, smoke alarms or thermostats/covers.
 - 8. Labels: Do not paint over Underwriter's Laboratories, FMG <<http://www.fmgglobal.com/>> or other code-required labels, or equipment name, identification, performance rating, or nomenclature plates.

3.8 MINIMUM COATING THICKNESS

- A. Apply materials at the manufacturer's recommended spreading rate.

3.9 COMPLETED WORK

- A. Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.10 CLEANING AND TOUCH UP WORK

- A. At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. Upon completion of painting, clean paint-spattered surfaces. Remove spattered paint by washing, scraping, or other proper methods, using care not to scratch or damage adjacent finished surfaces.
- C. Protect work of other trades, whether to be painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
- D. Provide "Wet Paint" signs to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations. At completion of construction activities of other trades, touch-up and restore damaged or defaced painted surfaces.
- E. Where touch-ups occur, match color and sheen of existing surface. Touch-ups must blend invisibly, or painting must be extended to nearest corner or other termination point, as acceptable to Architect.

END OF SECTION 09 9000

**SECTION 14 0500
COMMON WORK RESULTS FOR CONVEYING EQUIPMENT**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General, Supplementary and Special Conditions and Division 01 Specification sections apply to work of this section.

1.2 SUMMARY

- A. This Section describes work required for the elevator modernization that is not specified in other Sections.
- B. Related Sections:
 - 1. Section 02 4119 – Selective Demolition
 - 2. Section 14 2100 - Passenger Elevator Modernization

1.3 REFERENCE STANDARDS

- A. General: The work shall comply with the standards referenced in this Section.
 - 1. ANSI A17.1 Safety Code for Elevators and Escalators, 2016 edition.
 - a. Exceptions: Requirements of the Ohio Building Code that exceed the provisions of A17.1.
 - 2. Ohio Building Code.
 - 3. National Electrical Manufacturers Association (NEMA)
 - 4. NFPA 70 National Electric Code (NEC)

1.4 EXISTING CONDITIONS

- A. Designated building and elevator components are indicated to remain and be incorporated into the Project. By submitting a bid the Contractor certifies that it has reviewed and assessed the condition of those components with the Elevator Installer and that they are 1) adequate for their intended use; or 2) they will be modified to suit their intended use and such modifications have been accounted for in the Contract Sum.
- B. Field Measurements: Verify actual locations of walls and other construction contiguous to the Work by field measurements before fabrication.

1.5 WORK INCLUDED

- A. Hoistway and Elevator Pit – **refer to Section 14 2100 “Passenger Elevator Modernization” for full description of elevator-related work:**
 - 1. Perform cutting and patching to accommodate elevator modernization work.
 - 2. Remove and replace existing non-complying components.
 - a. Verify 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading/unloading side.
 - 3. Pit ladder to be removed and replaced to meet code and coordinate with elevator equipment.
 - 4. Maintain existing hoistway venting to prevent accumulation of smoke and gas during work.
 - 5. Electrical:
 - a. Enclose/relocate all non-elevator oriented conduit, ducts and drains from hoistway and/or pit. Hoistway enclosure shall be two-hour rated.
 - b. Refer to Electrical Drawings.
- B. Machine Room:
 - 1. Enclose/relocate all non-elevator oriented conduit, ducts and drains from elevator machine room. Enclosure shall be two-hour rated.

2. Temperature Control: Provide a new air conditioning unit to regulate machine room temperature and humidity between **55° F and 90° F** with relative humidity no more than 85% non-condensing.
 - a. The air conditioning unit shall be sized accordingly to handle peak equipment heat release. Refer to Mechanical drawings.
 3. Check existing, and if necessary provide a 10 lb A-B-C fire extinguisher. Attach to wall with bracket-mounts per code.
 4. Fire suppression: Modify the existing fire sprinkler system as required to comply with requirements identified on the Drawings.
 5. Electrical: Refer to Electrical Drawings.
- C. Landings at Corridors:
1. Remove and replace existing hall elevator call station fixtures. Patch, repair and paint wall to match existing adjacent as required, from corner to corner.
 2. Remove and replace existing, or provide new signage as required.
 - a. Remove and replace floor level number and braille signage to meet current ADA requirements, and Accessible and Usable Buildings and Facilities ICC A117.1 – 2009 requirements.
 - b. Remove and replace, or provide new signage adjacent to elevator call station as required to meet code, indicating "IN CASE OF FIRE, ELEVATORS ARE OUT OF SERVICE. USE EXIT STAIRS."

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.7 SUBMITTALS

- A. Manufacturer's Technical Product Data for each manufactured component specified in this Section or scheduled on the Drawings, including but not limited to the following:
 1. Paint products, including primers and finish coats.
 2. Fire extinguisher brackets.
 3. HVAC Equipment.
 4. Electrical components.
 5. Signage.
 6. All car, hoistway, machine room and landing equipment and new / refurbished work.
- B. Shop Drawings:
 1. All car, hoistway, machine room and landing equipment and new / refurbished work.

PART 2 – PRODUCTS

2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

2.2 FIRE EXTINGUISHER

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.
- C. Multipurpose Dry-Chemical Type in Steel Container: UL-rated 4-A:80-B:C, 10-lb nominal capacity, with mono-ammonium phosphate-based dry chemical in enameled-steel container.
 - 1. Acceptable Manufacturers:
 - a. Ansul
 - b. Badger
 - c. As approved by the Owner.
- D. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure of hydrostatic test according to NFPA 10.
 - b. Faulty operation of valves or release levers.
 - 2. Warranty Period: Six years from date of Substantial Completion.
- E. Wall-Hangers: Cadmium-plated or zinc plated steel. Extinguisher shall have a slot which mates with the wall hanger for fire extinguisher hanging or removal.

2.3 FIRE SUPPRESSION COMPONENTS

- A. Refer to the Drawings for scheduled fire suppression components.

2.4 HVAC EQUIPMENT

- A. Refer to the Drawings for scheduled HVAC equipment.

2.5 ELECTRICAL COMPONENTS

- A. Refer to the Drawings for scheduled electrical components.

PART 3 - EXECUTION

3.1 FIRE EXTINGUISHER INSTALLATION

- A. General: Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.

3.2 ALL OTHER EQUIPMENT

- A. Refer to 14 2100 Passenger Elevator Modernization.

END OF SECTION 14 0500

14 2100

PASSENGER ELEVATOR MODERNIZATION

Cherrie Turner
700 McKinley Ave. NW
Canton, Ohio 44702

Elevator Modernization Specifications

Prepared For:
Stark Metropolitan Housing Authority

Prepared By:

Elliott Elevator Consulting L.L.C.
Phone: 614-572-8198
Email: tom@eecintl.org

Modernization of the following equipment:
2 Payne Traction Passenger Elevators

2 Traction Passenger Elevators		
Elevator	A	B
State ID	20558	20557
Capacity	2500	1500
Speed FPM	150	150
Machine type	Traction	Traction
Operation	Duplex	Duplex
Platform	Retain	Retain
Cab Interior	Retain	Retain
Landings	8	8
Openings	8/1	8
Car Doors	Retain	Retain
Returns	Retain	Retain
Power Source	Bidder	Verify
Signal Fixtures	Replace	Replace
1. No logos		
2. Car operating panel		
3. Illuminated Push Buttons		
4. ADA Provisions		
5. Emergency Lighting and Fans		
6. Emergency power jewel if applicable		
7. Exhaust Fan		
8. Firefighter's Service		
9. Independent Service		
10. Finish to match existing		

Warranty/ Maintenance period 1 year 24 Hour Callbacks to start at the completion of the project		
---	--	--

SPECIFICATIONS

1.0 GENERAL CONDITIONS

1.01 RELATED DOCUMENTS

A. All work shall be subject to the provisions of the full specifications and contract documents and any addenda that may be issued as a result of project requirements.

1.02 DEFINITION OF WORK

A. The Work to be performed shall include all labor, equipment, material, and services necessary to comply with these Specifications, and provide a complete installation. All Work shall pertain to all elevators listed unless otherwise noted.

B. Definitions:

- a. "Provide": To supply, install, connect and make ready for safe and normal operation the complete elevator system as specified herein.
- b. "Install": To erect, mount, and connect complete with related accessories.
- c. "Supply": To purchase, procure, acquire and deliver a complete system.
- d. "Work": Labor, materials, equipment and other items required for proper and complete installation.
- e. "Wiring": Conduit, fittings, wire, traveling cables, junction and outlet boxes, switches, receptacles, and other related wiring items.
- f. "Similar" or "Equal": Approved material, weight, size, design and operating characteristics to the specified product.
- g. "Approved", "Satisfactory", "Accepted", or "Directed": As approved, satisfactory, accepted or directed by Owner or their designated representative or agent.
- h. "Owner": Shall be defined as person or company holding title to property in which this specified work is to be performed. When reference is made to the Owner's representative as the authorized person or company at any place in this

specification, then it is implied that the term "Owner" shall include the representative at all times, whether specifically written or not written.

- i. "Representative" or "Agent": The authorized person employed by the Owner to handle the project or any part of the document preparation.
- j. "Contractor": Shall be defined as the elevator company contracted to perform the work described in these specifications.
- k. "Building Transportation" shall be defined as elevators, escalators, dumbwaiters, and moving power walks.

1.03 SCOPE OF WORK

- A. A CPM schedule shall be submitted within 14 days after contract award. See, §1.30 for schedule requirements.
- B. Furnish and install all materials necessary for a complete modernization of [2] elevators in [existing] shafts in an [existing] building.
- C. Incorporate and coordinate new equipment to be provided with existing equipment to be reused to provide a complete installation.
- D. Any equipment designated to be reused shall be inspected and refurbished to be in like new condition. Such designated equipment found to be incompatible or deficient shall be immediately identified to the Owner for corrective action.
- E. Existing hoist ways shall be reused.
- F. The travel, speed, and openings of all elevators shall remain the same for existing elevators with front openings.
- G. All work shall be coordinated in such manner that the building will have minimum interruption of elevator service.
- H. Work is to be performed in approved phases, where applicable. All completed elevators shall be tested and approved prior to releasing for public use, and must operate in service without issue for a period of two days prior to commencement of the next phase of elevator(s) work.

1.04 QUALIFICATION OF BIDDER:

- A. Any bidder, after opening of bids and before the award of contract, upon request by the Owner, shall furnish satisfactory evidence that they have had previous experience and possesses an adequate plant, financial resources and organization to perform the type and quality of work specified and to complete the project within the time specified.
- B. Owner, in its sole discretion, shall make an award to the bidder with whom they determine to have the best ability and equipment to perform the requirements of these specifications.

1.05 UNION REGULATIONS

- A. Contractor shall work in harmony with any other labor unions or permanent building personnel performing work on the site, and shall be responsible for any delays or damages caused by their failure to do so.

1.06 ROYALTIES AND LICENSE FEES

- A. Contractor shall pay all royalties and license fees associated with the equipment provided or work required. Contractor shall defend all suits or claims for royalty rights and shall save the Owner harmless from loss thereof.
- B. Contractor is responsible for all licenses required or costs thereof to perform the requirements of the elevator portion of this specification.
- C. Contractor shall grant any software license to the Owner as required for Owner's independent and sole use of the software installed in the equipment furnished by Contractor.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications:
 - a. Have a minimum of five years' experience in the type of work as specified in these Specifications; and
 - b. Have a regular office and staff in the local area of this project; and
 - c. Properly staff this project with qualified personnel for the specified work and subsequent service work; and
 - d. Provide a list of successfully completed similar projects.
- B. Regulatory Requirements: All work shall comply with current governing local codes, conform to all laws, ordinances and regulations affecting the erection and completion of the whole or part of the work, and conform to the requirements of authorities having lawful or customary jurisdiction.
 - a. These requirements shall take preference over the contract documents except where the contract documents require better materials or workmanship, also acceptable to the authorities.
 - b. Contractor is liable and financially responsible for any violations of codes caused by their actions or the action of their employees.
- C. Standards: Except as modified by local governing codes and by this section, the work shall comply with provisions pertaining to building transportation of the following, and in the event of conflict between these standards, the most stringent shall be used.
 - a. ANSI: American National Standards Institute

- b. ASME: American Society of Mechanical Engineers
- c. ASME Codes:
- d. American National Standards Institute A17.1- latest edition and all supplements.
- e. American National Standards Institute A17.2-Practice for the Inspection of Elevators, Escalators and Moving Walks- Inspectors Manual, latest edition.
- f. American National Standard Safety Code for Existing Elevators and Escalators, A17.3, latest edition.
- g. American National Standard Specifications for Buildings and Facilities, Providing Accessibility and Usability for Physically Handicapped People A117.1, latest edition.
- h. Americans with Disabilities Act Accessibility Guidelines, ADAAG
- i. ASTM: American Society for Testing and Materials.
- j. AWS: American Welding Society.
- k. CS: Commercial Standard U.S. Department of Commerce
- l. CSA: Canadian Standards Association.
- m. IEEE: Institute of Electronic and Electrical Engineers.
- n. ISO: International Standards Organization.
- o. NEII: National Elevator Industry Inc.
- p. NEC: National Electric Code.
- q. NEMA: National Electrical Manufacturing Association.
- r. NFPA: National Fire Protection Association.
- s. NBS: National Bureau of Standards.
- t. OSHA: Occupational Safety and Health Administration.
- u. UL: Underwriters Laboratories.
- v. UFAS: Uniform Federal Accessibility Standard.
- w. Model Building Codes
- x. All applicable local codes
- y. Accessible and Usable Buildings and Facilities ICC A117.1-200

1.08 GUARANTEE

- A. Contractor shall guarantee, in writing to Owner, upon completion of the Work, that all Work installed to be free from any and all defects in workmanship and/or materials, and that if during the period of one year from date of certificate of completion and final acceptance of work, unless a longer period is specified, any defects in workmanship, material or performance appear, Contractor shall promptly remedy such defects without cost to Owner. Should Contractor fail to remedy such defects within a reasonable time, the Owner may have such work performed by others at Contractor's sole expense.
- B. Title of Ownership of equipment furnished pursuant to this Specification shall be transferred to Owner by Contractor upon receipt of final payment.

1.09 TESTING AND CERTIFICATION

- A. Conduct tests and adjustment of equipment as specified or necessary to verify performance requirements as required by the ASME A17.1 Safety Code for Elevators and Escalators.
- B. Upon completion and full operation of all equipment, completely test same, for compliance with the requirements of the Contract Documents. All tests shall be performed in accordance with the requirements of ASME A17 codes and other applicable codes. All equipment necessary and any costs involved for testing are included as part of this contract.
- C. Contractor shall make all necessary changes and remedy all defects resulting from testing at their expense. The corrective action shall be completed to the satisfaction of the Owner. All associated costs for corrective actions and subsequent tests, until the equipment or operation is acceptable, shall be at the expense of the Contractor.
- D. Upon completion of satisfactory tests, Contractor will secure and furnish to the Owner certification from all departments having jurisdiction that the equipment and operation have been final inspected and approved.

1.10 CLEANING AND REMOVAL

- A. Contractor shall at all times keep the premises, driveways and streets, clean and free from excess accumulation of waste materials or rubbish caused by the Contractor's work.
- B. At the completion of each work day, Contractor will remove all rubbish from and around the premises and left broom clean, unless approved otherwise.
- C. Any scaffolding, ladders or tools used shall be properly secured and stored to prevent unauthorized use or access by others.
- D. Should the Contractor fail to attend to such cleaning with reasonable promptness, then Owner may cause such cleaning to be done by others at the expense of the Contractor.
- E. Completion and Removal: After completion of the work and final acceptance, all debris and unused materials shall be removed. Contractor shall final clean the entire work site to the satisfaction of the Owner.

1.11 DISPOSAL OF EXTRANEIOUS EQUIPMENT AND MATERIALS

- A. Contractor will remove and discard all extraneous equipment and materials in a professional and legal manner, inclusive of those equipment or materials requiring special handling.

1.12 DEFECTIVE WORK

- A. The Contractor shall promptly correct work rejected by the Owner or such work that fails to conform to the requirements of the contract documents, whether discovered before or after substantial completion, and whether or not fabricated, installed, or completed. All costs of correcting such rejected work, and other expenses made necessary thereby, shall be at the Contractor's sole expense.
- B. All defective work whether or not in place, may be rejected, corrected or accepted by Owner as provided hereinafter.
- C. When the work is defective or Contractor fails to supply the project with sufficient skilled workmen or suitable materials or equipment, Owner may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise its right for the benefit of Contractor or any other party.
- D. When required by Owner, Contractor shall promptly, without cost to Owner, correct any defective work.
- E. When Contractor fails to proceed to correct defective work, or if Contractor fails to perform the work in accordance with the contract, including these bid documents, Owner may, after seventy-two (72) hours written notice to Contractor, correct and remedy any such deficiency at the Contractor's sole expense.
- F. All direct or indirect costs incurred by Owner in exercising such right shall be charged against the Contractor, and a Change Order shall be issued incorporating the necessary revisions of the contract and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular, without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work.

1.13 PRE-MODERNIZATION REPAIRS

These specifications are prepared to cover all equipment repairs and replacements required to provide a thorough installation for a complete modernization. The current maintenance provider may complete some of the repairs that they have in progress or determine that is their responsibility. Should any of these items have been completed and require no further work, delete the items from your proposal and list the deleted items as an exception and the reason for deletion.

1.14 Interim Maintenance Start of Modernization to final car has been completed

Maintenance Service: The elevator contractor shall furnish an all-inclusive first quality maintenance and call-back service on each elevator after it is completed and placed in operation, concurrent with warranty period. This service shall consist of examinations of the equipment at a minimum of once a month. Service shall include adjustments, lubrication, cleaning, supplies and parts to keep the equipment in proper operation, except for such adjustments, replacement of parts or repairs made necessary by abuse,

misuse or any other causes beyond the control of the elevator contractor. All work will be done by trained employees of the elevator contractor during regular working hours of the trade. Emergency call-back service shall be provided at no cost to the owner and included for all hours and days during the maintenance period.

Examinations and log: During the maintenance period the elevator contractor shall maintain maintenance records as per ANSI A17.1 Code for each elevator. The records shall be located in the elevator machine room and be used to indicate all callbacks, repairs, replacement of parts, fire service test and adjustments performed by the mechanic each month. Each entry in the maintenance records shall be signed by the mechanic who performs the work and be kept up to date at all times.

2.0 MATERIALS

2.0 MATERIALS

The materials as listed in this section intend to describe what is to be reused, refurbished or furnished as new for the two passenger elevators covered by these specifications. The following is a summary of the equipment to be modernized:

2.01 RAILS

Reuse in place- The rails shall be cleaned and filed to remove all build-up on rails. Any depression or marks caused by safety applications shall be filed smooth.

All missing splice plate bolts shall be replaced with proper sized bolts compatible to original bolts. Each splice plate shall be properly tightened.

When performing the full load test at the completion of the modernization the test should be performed with the safety application in the lower section of the building after the rails are pinned and slip clips are lubricated. Any rails requiring alignment following this action will be determined after the safety tests are completed. The contractor shall provide a ride analyzer to record the actual ride information following the safety tests. Should additional alignment be required it will be done through a change order. The determination of such additional work will be made by the information provided to the owner, or their consultant.

2.02 RAIL BRACKETS

The existing rail brackets shall be reused in place. All brackets shall be checked for secure fastening. Any missing hardware shall be replaced. The rail clips contact surface shall be lubricated.

2.03 RAIL BRACKET SUPPORTS & RAIL SUPPORTS AT PIT FLOORS

The existing rail bracket support and rail backing shall be reused. All supports shall be checked for proper fastenings and any necessary refastening shall be done to provide secure fastenings. The support bolts at the bottom of the rails shall be adjusted for a maximum clearance of one-half inch to allow for downward movement of the rails. On

completion of the full load test after modernization these clearances shall be checked and readjusted if necessary.

2.04 BUFFERS

The buffers and pit channels shall be thoroughly cleaned, replaced if needed due to water damage.

The applicable buffer tests shall be performed in accordance with code requirements.

2.05 GOVERNORS - NEW

Replace the existing governors with new governors and replace the governor ropes.

The governors shall be provided with an overspeed switch which shall be calibrated to actuate at not more than 90% of the governor trip speed in either direction of travel, or as otherwise required by the applicable safety code. When the actuated switch shall disconnect power to the motor and apply the brake before application of the safety.

2.06 GOVERNOR PIT SHEAVES -

The existing governor pit sheaves shall be cleaned and reused or replaced if necessary.

2.07 CAR FRAME ASSEMBLY

The car frame assembly shall be reused. All frame members shall be checked for proper fastenings. Missing fastenings shall be replaced with proper fastenings for the intended use.

When required, a balance frame shall be provided to allow for proper balancing of total assembly after all equipment and cables are attached in place. The balancing assembly shall be such that it can be mounted and contain adequate weights to keep pressure on roller guides to under fifty pounds of force per roller after balancing the assembly at midpoint of the hoistway. The elevators shall be located at the mid-point of travel and the top roller guide removed or loosened so they do not touch the rails and the car balance checked and adjusted.

2.08 SAFETIES---CAR---REPLACED---BOTH ELEVATORS

The existing safety shall be replaced. The safety device shall be connected to the speed governor with the governor rope. A switch shall be provided that is activated by action of the safety mechanism. This switch, when activated, shall cause action of the control system to remove power from the driving machine and cause brake closure before or at the time of application of the safety.

2.09 PLATFORM

The existing platforms shall be reused. The platform shall be checked for proper clearance for movement on the isolation. No fixed solid brackets or equipment mounting shall interfere with the ability to move on the isolation.

A new code required proper length toe guard shall be provided and securely mounted to the entrance sill. Proper support for the toe guard shall be provided to prevent excessive deflection.

2.10 GUIDES –

The existing car and counterweight guide assemblies shall be replaced. The guides shall be replaced. Any missing or broken parts of the assemblies shall be replaced.

Top of car frame and counterweight frame guides shall be fitted with protective guards.

Guides shall be properly aligned in respect to the rail surfaces. Each side shall be vertically plumb and at ninety degrees to the side of the rail.

2.11 LOAD WEIGH—NEW

A strain gauge load weigh system shall be incorporated in the platform and/or frame that shall provide information to the control for the requirements of the motion control and signal system to properly bypass calls and provide call assignments or car motion. Adequate outputs shall be provided to provide the various functions and be individually adjustable, if required by the control system.

2.12 COUNTERWEIGHT ASSEMBLY

The existing counterweight assembly shall be reused. The filler weights shall be restricted from movement in the frame assembly when proper counterbalance has been determined. The counterweight assembly shall equal the weight of the completed car assembly plus a minimum of forty percent of the rated capacity. Each frame assembly shall be checked for noises and proper corrections made to eliminate any noise.

Modification may be required for the new rope configuration

2.13 PIT LADDERS

Pit ladders to be replaced

2.14 CABLE FASTENINGS

The existing cable fastenings shall be new. Cables shall be securely fastened with approved devices in compliance with code requirements. Cable tags shall be applied to the cables near the fastenings and be marked with the required data. All cables do not have proper identified information on them and some do not have cable tags.

Any cables that are replaced shall be provided with new code approved cable fastenings.

Anti-rotational of the cable fastening wedges shall be provided. Horizontal and vertical movement shall not be restricted.

2.15 GOVERNOR ROPE- NEW

A new governor rope to be installed with the governor replacement.

2.16 HOIST ROPES-NEW

The existing hoist ropes will be replaced, with the new geared machines.

2.17 COMPENSATION

Compensation sheaves are to be checked for proper sheave movement in a vertical direction. (If applicable)

2.18 ASCENDING CAR PROTECTION - NEW ROPE GRIPPERS

Both elevators will require ascending car overspeed protection. The car shall be stopped and all power from the motion controls removed should an overspeed condition be detected in the up travel of the car. Any required support beams or mounting shall be provided by the elevator contractor.

2.19 MACHINE BEAMS—Reuse

The existing machine beams retained and reused at the **bidding contractor's option**. Provide review and approval of the existing machine beams by a registered professional structural engineer and provide copies to the owner and consultant. Alternatively provide new machine beams if necessary and make all alterations required to remove the existing equipment and install new machinery including cutting , coring, patching, patching, grouting, forming, concrete.

The elevator contractor shall be responsible for any alterations that may be required to bring in and install the new equipment including crane or hoisting requirements, removal and reinstallations of doorways, railings, cutouts in the machine room floor.

The new machine shall be provided with a new auxiliary braking device as specified elsewhere.

2.20 MACHINES

Hoist machines – Hollister Whitney

Provide new AC geared machines/ AC motors with a traction sheave suitable for a single wrap drive.

New hoist ropes and shackles shall be provided and installed with the new machines.

Provide any necessary deflector sheaves and the supporting beams, to obtain necessary cable alignment.

Sound isolation pads shall be installed beneath the machine bedplate to reduce vibration and noise transmission to the building structure. Mount the machine on sound isolation pads, and provide complete sound isolation from the building in all directions.

The existing machine beams may be retained and reused at the bidding contractor's option.

Provide review and approval of the existing machine beams by a registered professional structural engineer and provide copies to the owner and consultant. Alternatively provide new machine beams if necessary and make all alterations required to remove the existing equipment and install new machinery including cutting, coring, patching, patching, grouting, forming, concrete.

The elevator contractor shall be responsible for any alterations that may be required to bring in and install the new equipment including crane or hoisting requirements, removal and reinstallations of doorways, railings, cutouts in the machine room floor.

The new machine shall be provided with a new auxiliary braking device as specified elsewhere.

The existing counterweight and car frame/ or crosshead shall be modified if required to suit the attachment of hoist ropes. The modification of this supporting structure and shall be reviewed by a registered professional engineer and copies of this review shall be provided to the owner and consultant.

Guards over cables and floor penetrations shall be provided.

2.21 SHEAVES

New sheaves may be required to accommodate for the new machines.

2.22 TRANSFORMERS-NEW

A transformer or autotransformer of the proper size and voltage to match the incoming power supply to the control and motor requirements shall be supplied.

2.23 DOOR OPERATORS - Retain and refurbish

A door operator utilizing closed loop feedback control shall be refurbished to open and close the car and hoistway door panels simultaneously. The controls shall provide for limited door reversal motion on re-opening. Door motion shall be electronically controlled throughout the full travel of the opening. The operator shall have a motor of proper size, a minimum of one-half horsepower, for handling door reversal during the closing cycles in a smooth motion within two and one-half inches of travel. The operator shall be of sufficient design to provide the opening and closing times as specified in the NEII Building Transportation Standards Guidelines. The operator shall operate with a minimum of noise though the full operating cycle. The preferred operator is the manufacturer's own best model. The door operator will have a door restrictor.

2.24 DOOR COUPLER-New

A new mechanical coupler to connect the car and hoist-way door panels shall be provided. The operation of the coupler shall provide driving motion of the hoist-way door panels for full open and close directions. The drive rollers or blades shall remain engaged to prevent separation of the hoist-way door panels from the driven car door panels. The coupler shall be of such design to provide the restricted opening requirements of the code.

2.25 CAR DOOR CONTACTS-New

Each elevator car door shall be equipped with a approved electric contact which shall prevent the operation of the elevator driving machine by the normal operating mode unless the car door is in a closed position (as defined by applicable code) except when the elevator is either stopped or stopping. Car door contacts shall be so located that they are not readily accessible from the inside of the elevator opening.

2.26 CAR DOOR HANGERS & TRACKS- Refurbish

Door hangers and tracks shall be retained. The hangers and rollers shall be designed for high-speed power operation with minimum noise. They shall have provisions for vertical and lateral adjustments. Hangers shall be designed for two-point suspension of each door panel. Hanger rollers shall be spaced as close to the ends of the door panels as possible to reduce excessive movement of the door panels. The roller shall have a resilient surface and pre-lubricated sealed bearings. Hangers shall be provided with up-thrust adjustments to prevent rollers from being removed from the tracks unless the up-thrusts are loosened. The track(s) shall be a shaped finished surface to fit the roller profile and of adequate strength to properly support the door panels and periphery equipment without deflection of the track(s). Where necessary, door guides that are worn to allow excessive movement of the door panels shall be replaced.

2.27 HOISTWAY DOOR HANGERS & TRACKS

The existing door hangers and tracks shall be refurbished for each hoist-way entrance.

2.28 HOISTWAY DOOR INTERLOCKS-Replace

A electro-mechanical interlock shall be provided for each hoist-way entrance. The interlock system shall be a tested and approved system to comply with the applicable codes. The interlocks shall prevent operation of the elevator to leave an opening unless the doors are in a closed and locked position as defined by applicable codes.

2.29 HOISTWAY DOOR UNLOCKING DEVICES

Emergency devices and keys for opening all hoist-way doors from the landing side shall be provided at all floors. The existing escutcheons shall be used if possible. Any doors having existing door escutcheons shall have the door unlocking be made possible by using the existing escutcheons.

2.30 DOOR CLOSERS---Replace

Each door shall be provided with a reel type automatic closing device. The device shall be capable of closing the hoist-way doors from any position of the opening when they are not connected to the car door through the door coupler. The device shall not require electrical

power to perform the closing operation. The existing sill closers shall be removed. The lobby doors and other floors with heavier doors and will require dual reel closers.

2.31 DOOR PROTECTION DEVICES---NEW 3D INFRARED DOOR EDGE (Green when opening and Red when closing)

The car door shall be provided with a new protective device that detects an object in the path of the closing doors at such a distance that reversal of the doors can be provided without physical contact of the detector, which is capable of sensing an object approximately 6" into the corridor. The device shall provide this operation for a minimum of the lower two-third of the opening height. All protection devices that do not extend to the top of the car door shall have a blank extension that matches the door protection device face material from the top of the device to the top of the door panel

The device shall include detector units that provide protection across the entire opening. The arrangement of the operation shall be to maintain the doors in a full open position if the doors are open and the detectors interrupted. Should the doors not be obstructed and in the closing motion the reversal shall be dependent on the detector assembly to allow continuous closing until minimum distance to the object of interruption is reached. An automatic adjustable timed cutout shall be provided should the detector become obstructed for an extensive period of time.

Door nudging shall be initiated when the detectors are constantly interrupted for the timed cutout period of time.

A distinctive buzzer shall sound, the detector door control shall be over-ridden and the doors shall commence closing action at a reduced speed. Should the reason for the nudging action be removed the doors shall continue to close but at normal speed and normal detector action shall be restored.

2.32 MOTION CONTROL-NEW

The motor shall be controlled by an AC regenerative type drive for AC motors. The motor speed shall be controlled throughout the acceleration and deceleration to provide precise floor approach and accuracy.

High speed of the motor shall be such that the performance time for up and down direction shall be similar. The control shall utilize maximum use of solid-state devices for reliability. Protection of motor for overload and over current shall be provided. A closed loop type of control shall be provided. Means shall be provided for control of regenerated power from the drive motor. The regenerated power shall be returned to the power lines. Failure of proper control of the regenerated power shall cause the system to shut down. The closed loop control shall maintain the overall speed within three percent under all load conditions at rated speed of the elevator. The control shall be designed to open the control contactor with zero line current, however the contactor must be sized to handle the full load current should it be required to be opened during emergency stops. Means shall be provided to limit the correction speed when re-leveling to a floor.

Position information and closed loop feedback shall be provided by encoders or electronic devices that do not utilize steel tapes in the elevator shafts.

Audible noise shall be controlled to a minimum level. Notching or other electrical noises from solid state devices into the incoming power lines shall be controlled to eliminate any interference to other equipment. Provide any required filters to eliminate electrical distortion to the building electrical power supply.

The control shall be easily adjustable and all programming or adjustment meters or tools specifically required to properly adjust the speed control shall be a part of the equipment furnished and remain on the jobsite with the equipment.

2.33 CONTROLLER-NEW (Approved vendors GAL or Smartrise)

The controller shall be designed to control the starting, stopping, acceleration and deceleration of the elevator. It shall contain means for protection from excessive current to the motor. The controller shall automatically remove power, apply the brake electrically, and bring the elevator to rest in response to the operation of any of the protective safety devices. Electro-mechanical contactors shall be used to provide code required safety circuit protection. These contactors shall be mounted on a vibration absorbing panel to eliminate or reduce vibration to the logic portion of the controls. The contactor shall not be used to interrupt heavy currents during normal operation. Normal contactor action shall be done at zero current. All switches and contactor shall be mounted for easy access, and only approved rated contactors shall be used.

All control wiring shall be neatly formed and properly secured. The wiring shall be of the flame-resistant type. The terminals shall have suitable means of identification to facilitate testing and repairs. The identification markings shall be coordinated with identical markings on the wiring diagrams.

No mechanical timers shall be used. All timers shall be of the electronic type and field adjustable. The circuits at the terminals shall be arranged so accidental grounding does not defeat the safety circuits. Also, the terminals shall be arranged to prevent adjacent terminal shorts will eliminate a safety device circuit. All power supplies shall be properly filtered. Short circuit protection shall be provided.

2.34 SIGNAL LOGIC-MICROPROCESSOR

The signal logic shall be a microprocessor-based system. All individual car logic and hall logic shall be done by utilizing solid state boards and microprocessor logic. The system shall be of the manufacturer's latest design, but not a prototype system.

Diagnostic lights shall be clearly visible on solid state boards. The system shall contain diagnostic capability. No system utilizing removable diagnostic equipment shall be accepted without the diagnostic equipment being furnished to the owner as part of the equipment.

All inputs to the microprocessor assembly shall be through proper isolation. Outputs shall be isolated and designed to handle required current and voltage loads. Power supplies shall be properly filtered and voltage levels designed to accommodate a ten percent line voltage variation without losing regulation or overheating. All components shall be commercially available.

Circuit boards shall be moisture resistant, non-corrosive and fabricated from noncombustible material, and of adequate thickness to support the mounted components.

2.35 GROUP OPERATION

All dispatching feature shall be selected automatically to meet the passenger traffic demand.

The system shall monitor:

1. Load status of elevator.
2. Door status of elevator.
3. Number of car calls and destination.
4. Number of available elevators.
5. Operational status of each elevator.
6. Corridor calls and their location/direction.
7. Assigned calls.
8. Waiting interval of each call.
9. Mode of operation.
10. Motion of the elevator.

This information shall be analyzed by the group computer which shall instantly select and assign the proper action for each elevator. The selection of action shall correspond to current actual traffic conditions. Assignments of calls shall be constantly reviewed and calls reassigned when service can be improved.

The system shall contain but not be limited to the following features:

Dispatch Protection—Pre-determined stops in the event of failure

Delayed Elevator Removal—Removal from the availability of call assignments when the elevator is delayed from normal operation.

Load Dispatch—Lobby dispatch with pre-determined percent of rated capacity.

Load Bypass—No corridor call allocation accepted when a pre-determined percent of the rated capacity is achieved.

Independent Service—Does not respond to corridor calls or illuminate the hall lantern.

Elevator Parking—Specified parking floors or areas.

The system shall provide for continuously changing operation in various peak traffic situations which include predominantly one-way, intense directional traffic with opposite direction traffic, balanced two-way traffic, light traffic and occasional traffic. All traffic analysis shall be done by optimization and call allocation. All program changes shall be selected automatically.

The system operations shall change continuously by demand and not rely on a forced method of programming.

The system shall be capable of being readily programmed to suit varying building requirements.

The system shall include a color monitor in the machine room and capability of additional remote color monitors. The system shall have capability to display on the monitors, elevator movement, elevator position, car calls, corridor calls, priority calls, elevator load status, call mode status, elevator direction, door motion and door position.

Full load by pass –Elevators loaded to a pre-determined level shall not be assigned to landing calls in both directions until the elevator load has decreased below the preset level. All bypassed calls shall remain activated and shall be answered by another assigned elevator or when the load in the elevator has been decreased to accept additional passengers the assignment may be made to this elevator.

Delayed elevator protection-The system shall automatically remove an elevator from the group in the event the elevator is delayed for a pre-determined time. The elevator shall be automatically placed back into the group operation when the cause of the delay has been eliminated.

Direction reversal – An elevator without registered car calls arriving at a floor where both up and down corridor are registered shall initially respond to the corridor call in the direction that the elevator was traveling and, if no car call is registered for future travel in the arriving direction, the elevator shall reverse the travel preference and respond to the corridor call in the opposite direction. Lantern operation shall always correspond to the next direction of elevator travel.

Programmed door control – Door open time intervals shall be programmed to match the prevailing passenger transfer condition as follows:

- a. Corridor Call Stops
- b. Car Call Stops
- c. Door Re-open Interval
- d. Lobby or Main Floor Interval
- e. Nudging Interval

Corridor Button Automatic Cutout – In the event that a corridor button is stuck or damaged causing a constant registration and cannot be successfully canceled it shall automatically be removed from the assignment process for an adjustable period of time after which another attempt can be made to assign and cancel it.

Elevator Parking- A method of parking non demanded elevators at various floors of the building shall be provided. The elevator shall be located at floor where the probability of calls is higher, or located at floors throughout the building to reduce the time when a call is registered. The system shall have the flexibility to make field changes to designate these floors.

Traffic Intensity – The system shall have the ability to assign elevator in accordance with the traffic requirements for low traffic, normal two-way traffic, intense traffic in one way, or peak traffic. These demands shall be changed by the intensity of traffic and not be time forced.

2.36 MONITOR & REMOTE CONTROL

Individual elevator functions and group functions shall be monitored and displayed on the color monitors. The system shall record all displayed data and have the capability to recall any time segment of the recorded data and display on the monitor or provide a printout.

Individual elevator functions to be monitored and displayed shall consist, at a minimum, of elevator direction, elevator position, door movement, car calls, elevator status, and load in the elevator.

Faults or deviations from normal shall be recorded for diagnostic purposes. Call waiting times on a per call basis and total shall be provided. Out of service time for each elevator shall be recorded.

The recorded data shall be summarized and be capable of being recalled, to be displayed in graph and chart forms on any connected monitor. Print out capabilities for permanent copies shall be available.

2.36 KEYBOARD COMMAND ACCESS

A keyboard command shall be used to turn off any car call or to activate any turned off car call.

A keyboard command shall be issued to deactivate any corridor call for each elevator individually.

All deactivated car or corridor calls shall be indicated as such on the color monitor.

All deactivated calls shall be restored when fire service is initiated and controlled by the fire service operation.

2.37 INDEPENDENT SERVICE OPERATION

A key operated switch, or toggle switch in a locked panel, shall be provided for selecting independent service operation of an elevator. When the switch is in the "on" position, all previously registered elevator calls for that elevator shall canceled and an attendant shall be required to operate the devices for elevator operation.

The elevator shall park with its door open. The closing of the door and starting of the elevator shall be subject to constant pressure on a floor button, or start button, after registration of a call, until the doors are fully closed and motion started. If the button is released prior to full closing of the door, the door shall reopen.

After the elevator is in motion, the button may be released and the elevator shall proceed to the first available registered car call. When stopping at the selected stop all car calls shall be cancelled to allow the operator to again make a selection of a desired floor for the next operation.

An elevator operating on independent service shall not respond to registered corridor calls. The car lantern shall not illuminate when the elevator is on independent service to eliminate waiting passenger confusion.

When the switch is restored to the "off" position, the elevator shall be restored to normal operation.

2.38 HOISTWAY ACCESS-NEW

Key operated switches shall be furnished in the hoistway entrance jamb or in a separate fixture adjacent to the jamb at the top floor of each elevator for hoistway access. A key protected switch shall be provided in the car operation panel to place the elevator on access control.

Operation of hoistway access switches, after initiation by car operating switch, shall operate the elevator with the hoistway door open at the respective floor where the key switch is operated and allow access to the hoistway. Rail mounted switches shall be provided to limit the elevator travel to comply with code.

2.39 FIREFIGHTER SERVICE -NEW

The elevators shall be equipped with devices and circuits to provide firefighter's service in full compliance with applicable codes in effect as of the date of this specification.

A smoke sensing device shall be installed at all floors except the main egress floor and such other locations as required by the local codes. The smoke sensing devices and installation shall be furnished by others.

Smoke sensing devices installed and wired by others shall be equipped with a dry contact and shall be wired to the elevator machine rooms by others. The connection from this point in the machine rooms shall be connected to the elevator control system circuits by the elevator contractor.

Phase One and Phase Two operation shall be provided. Locality standard keys shall be used and shall operate both the Phase One and Phase Two key switches. These keys shall not operate any other devices and no other key shall operate these switches.

It shall be the responsibility of the elevator contractor to provide the correct service for the location of the project.

2.40 ANTI-NUISANCE

When an elevator on automatic operation makes a pre-determined number of stops in response to car calls, without the door protection device being interrupted, indicating that no one is entering or leaving the elevator, all registered car calls shall be canceled. When the car calls are cancelled, the anti-nuisance feature shall not function again until the door protection device has been interrupted.

Load detection combined with the number of registered car call may also be used as a method of providing the call cancellation.

2.41 CAR TOP INSPECTION-NEW

A new inspection stations shall be provided on top of the car for operation of the car at low speed by authorized personnel. The station shall contain an inspection switch, up and down buttons with a safety button and a run/stop switch. Protective guards shall be around the motion buttons to prevent accidental operation of the buttons.

When the car top inspection switch is placed in the inspection position, the car shall be placed in inspection operation. The car shall move in either direction at a low rate of speed (not to exceed one hundred and fifty feet per minute) with constant pressure applied to the direction button and the safety button providing all doors are closed and the car safety circuit is intact. Releasing the buttons shall cause the car to stop immediately. Positioning the run/stop switch in the stop position shall render all controls inactive.

A car top light switch and power outlet shall be provided. These devices may be a part of the inspection station.

2.42 WIRING-NEW

All new interconnection wiring between machine room equipment shall be furnished and installed in proper duct or conduit as required. The wiring shall be of the type as required for the equipment furnished.

All new wiring shall be furnished between the hoistway and machine room equipment and shall be installed in accordance with applicable codes. A minimum of five percent properly identified spares shall be included.

Duct and conduit that meets quality and applicable codes may be reused. New duct or conduits shall be provided where necessary.

Each hoistway shall be checked for clearance between the existing duct and car platforms or mountings on the car frame. A minimum of three quarters of an inch of clearance shall be maintained. Currently some ducts are very close to contact in their present position.

All power wiring in the machine room shall be new wiring of proper size and type for the equipment furnished. All wiring shall be copper with proper coating throughout the complete system.

The hoistway door interlock system wiring shall be new SF-2 high heat resistant wiring. All other new wiring shall have flame retarding and moisture resistant outer covering. All new wiring shall contain Underwriters Laboratories labels.

All wiring shall be in strict accordance with good wiring practices and in compliance with applicable codes.

2.43 TRAVELING CABLES-NEW

All traveling cables shall be new and properly suspended between the car and hoistway or machine room support. All cables shall incorporate the proper size and type of conductors

to connect the equipment furnished. At a minimum each traveling cable shall contain four shielded and jacketed pair and one coaxial cable. Cables shall be supported by steel supporting strands. The cable shall hang in such a manner that both sides are in parallel to each other. The outer covering shall be fire resistant and meet Underwriters Laboratories standards. The cable shall be hung free of contact from hoistway walls or equipment and the elevator car except points of suspension. All cables shall contain a minimum of ten percent spares in each cable.

2.44 LIMIT SWITCHES-NEW

New normal and final terminal stopping switches shall be provided at each terminal. The actuating levers shall have roller with rubber or other composition tread to provide silent operation when actuated by the cam.

The terminal stopping switches shall provide and cause the elevator to stop automatically from any speed obtained under normal operation at a distance within the top and bottom over travel distances, independent of the normal operating devices. The current elevators have a terminal motion switch box and a cam. Should this be reused the cam must be checked to be sure it is straight and a new roller with a resilient surface provided on the box arm for silent operation.

Actuation of the final switches shall cause the elevator controls to remain inactive and prevent any further operation until the elevator has been manually caused to move away from the limits.

2.45 PIT SWITCHES-NEW

New stop switches shall be provided and installed in each elevator pit and at the entry point of the pit access ladder. One switch shall be accessible from the pit access door or pit ladder. Adequate switches to comply with code requirements are to be furnished. The switches shall be so connected as to cause all power to be removed from the elevator controls circuits causing the elevator to stop or remain stopped when the switch is actuated. The switches shall contain guards to prevent accidental tripping action.

2.46 CAR OPERATING PANEL---New

The existing shall be replaced with vandal resistant pushbuttons.

Appropriate firefighter's service key switch, light jewel, fire and call cancel button, shall be provided in car operating panel. (Under a locked panel)

An emergency light unit shall be either included in the car operating panel or located elsewhere in the car enclosure to provide the required illumination when a loss of normal power to the elevator is lost. A test button shall be provided in the car operating panel to test the emergency light. Should the light lens be in the car panel it shall be a flush lens.

A digital position indicator shall be provided in the car operating panel. The position indicator shall provide a clear display showing the location of the elevator in the hoistway. The illuminated indicator shall be a minimum of three inches in height.

Appropriate key switches for operating functions of the system provided shall be provided and clearly identified for their function.

The finish of the panel shall match the cab interior entrance column finish.
The finish of the panel shall match existing

2.46 POSITION INDICATORS-NEW

An electronic readout type position indicator shall be provided to give a visual indication of the car position in the main car operating panel.

As the elevator travels through the hoistway, the numeral corresponding to the floor at which the elevator is stopped or passing shall be displayed on the position indicator. The indicator shall be formed by dot matrix, bar segment, or light emitting diodes (LED) type of display. Incandescent bulbs shall not be used. Change from one number to another shall be instantaneous and complete.

The readout size indicators shall be three inches in height.

Approval of the type of indicator is required.

2.49 CORRIDOR CALL BUTTONS-NEW VANDAL RESISTANT

Single riser of corridor call buttons for the simplex shall be provided at each landing. The button assemblies shall consist of a single illuminated button for each terminal and two illuminated buttons at each intermediate floor. The illumination shall be of the L.E.D. type. All button faceplates are to be flush mounted to the wall surfaces. The finish of the cover plates shall be an Stainless Steel #4 finish.

The button shall be illuminated when it is pressed for the desired direction of travel and the action is registered in the control system. Illumination shall indicate acceptance of the call into the logic system of the controls. The buttons shall be identical to the floor call buttons in the car operating panels.

A firefighter's service switch assembly shall be provided at the fire recall floor(s) as required by applicable codes. Pictograph and instruction for fire service shall be engraved in the required cover plates.

2.50 ALARM BELL OR SIREN-NEW

The alarm bell or siren shall be located on the exterior of the elevator cab enclosure. The bell or siren shall be of adequate sound level (minimum 80dba at a distance of three meters) so it can alert someone of the emergency. The device shall be activated by an alarm button in the car enclosure or by action of the stop switch. The device shall be connected to the battery source of the emergency lighting or be provided with a separate battery source that can be tested. The battery shall be of a rechargeable type with long life expectancy.

2.51 EMERGENCY LIGHTING-NEW

The emergency lighting system shall be a rechargeable battery-operated system that is connected to the normal and emergency lighting supply. The system shall meet the specified or code requirements for time duration and light intensity. The unit shall contain a test button to verify operation to occur when power fails. The unit shall contain provision for a compatible alarm bell or siren that will operate from the battery source and the device shall be included. A test button shall also be located in the car operating panel.

2.52 ADA PROVISIONS---Passenger elevators

The elevator equipment being provided shall be designed to conform to the applicable regulations in effect as of the date of this specification. These features shall include but not be limited to:

1. Raised numbers and symbols on car operating panels.
2. Raised numerals, Braille, and symbols on hoistway entrance jambs to be replaced and installed at all openings (2 Per opening)
3. Car operating panel devices located at proper height.
4. Audible floor passing signal.
5. Correct lantern operation.
6. Hand rail in the passenger elevator cabs to be installed
7. Flooring to be replaced Armstrong-Astello Floor Cream or approved equal
8. Accessible and Usable Buildings and Facilities ICC A117.1-200

2.53 TELEPHONE- NEW

A hands-free telephone shall be installed in the new car operating panel by the elevator contractor. The elevator contractor shall be responsible to provide a shielded and jacketed pair of wires to the telephone from a termination in the machine room.

2.54 CERTIFICATE FRAME-NEW

A certificate frame shall be provided for the local authority certificate. This frame may be part of the telephone box cover. In instances where the certificate can be kept on file and not in the elevator, engraving on the cover plate may be provided stating that the certificate is on file.

2.55 ENTRANCES

The hoistway doors and frames shall be reused. The hoistway door unlocking holes in the door panels are to be reused if compatible for the door operating equipment. If not

compatible, or cannot be adapted to the new equipment requirements, new holes are to be provided in the appropriate location and snap-in covers provided for the existing holes.

Sight guards on the leading edge of the door panels are to be reused. They are to be checked for secure fastening. Any missing or broken guards are to be replaced.

Floor numbers on the hoistway side of the hoistway doors shall be provided.

2.56 Emergency Power

Should emergency power be connected to the elevators, the awarded elevator contractor will need to ensure both elevators are tied into the emergency generator and transfer switch, verify the operation on emergency power and what capacity the elevators will operate.

2.57 Cab Interior

Ceiling to be replaced Fluorescent light fixtures and ceiling panels of translucent acrylic or other permanent rigid plastic complying with flammability requirements.

Polished Stainless Metal Ceiling: Flush panels, of metal indicated, with low-voltage downlights in the center of each panel.

Handrails to be installed: Manufacturer's standard handrails to be installed. Elevator Contractor to supply sample colors and finishes.

Flooring to be replaced Armstrong-Astello Floor Cream or approved equal

3.0 EXECUTION

3.01 HOISTWAY INSPECTION

Elevator contractor must verify conditions of hoistways, pits, and machine rooms; and inspect the support structure and services, to determine the conditions under which elevator work is to be installed. The elevator contractor shall notify owner or his agent in writing of unsatisfactory dimensions or conditions. The elevator contractor shall not proceed with elevator installations until unsatisfactory dimensions and conditions have been corrected, or approved, in a manner acceptable to elevator contractor.

3.02 WELDED CONSTRUCTION

Welded connections may be provided for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.

3.03 COORDINATION

Coordinate elevator work with work of other trades, for proper time and sequence to avoid installation delays. Use benchmarks, lines and levels designated by owner, or their agent, to ensure dimensional coordination of the work.

3.04 SOUND ISOLATION

All new equipment furnished shall be mounted on vibration absorption mounts, designed to effectively prevent transmission of vibrations to structure, and thereby eliminate sources of structure borne noise from the elevator system.

3.05 ACCEPTANCE TESTING

The elevator contractor shall perform the final adjustments and tests during regular working hours.

- A. Upon nominal completion of each elevator installation, and prior to permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended by applicable codes and governing authorities.

- B. Advise the owner, or their representative, and inspection department of governing agencies, in advance of dates and times tests are to be performed on elevators.

3.06 PROTECTION

Installer shall advise owner, or their agent, of recommended protection procedures to prevent damage and deterioration of completed elevator work.

3.07 INSPECTION

The owner, or their representative, shall be permitted to make periodic and final inspections of the work for compliance with contract documents. The contractor shall provide manpower necessary to assist during such inspections. The owner, or their representative, shall prepare and submit to the contractor the inspection reports describing incomplete or corrective work required to satisfy contract requirements.

3.08 SUBMITTALS ---MODERNIZATION

- A. The elevator contractor shall prepare all required drawings as listed, or as required, for the elevator equipment. Drawings requiring approvals shall be properly approved by the owner, or their representative, and other authority prior to fabrication and installation of the equipment.

B. Shop Drawings

1. Manufacturer's brochure and information on the control equipment.
2. New machine drawings and structure stamped drawing
3. Operating Fixture detail drawings for car and corridor.
4. Car Identification Numbers for Lobby.
5. Any special requirement information for the intended equipment.
6. Project schedule.

C. Calculations –

1. Heat emissions in machine room(s).
2. Electrical loads include starting, accelerating, and running currents, including auxiliary loads.
3. Power supply confirmation request form.

- D. Contractor shall submit four sets of drawings, catalogs and catalog data of all new equipment to be furnished requiring approval.
- E. As soon as approval has been given, make any necessary revisions and submit four final sets of approved drawings, information and schedules. Also supply to the field required information for performance of the work.
- F. All submittals shall be on dates sufficiently in advance of job progress requirements to afford ample time for checking. No claim for extension of contract time shall be granted the contractor by reason of their failure to comply with this requirement. All submittals shall be complete and shall contain all required and detailed information.
- G. Contractor shall check all submittals for conformity with contract specifications and correct any errors, omissions, or deviations before transmittal to owner. Specifications, catalogs, etc., submitted for approvals shall be properly labeled indicating specific application for which material or equipment is to be used. Catalogs, pamphlets, or other documents submitted shall describe the items for which approval is being requested. The information shall be specific and clearly identified.
- H. Contractor shall be responsible for correct quantities, dimensions, design of adequate connections, and details for satisfactory construction of all work and furnishing of materials for the work required by the intent of the contract documents, even if not indicated on submittals that that have been approved by owner or authorized representative.
- I. Owner, or authorized representative, shall check drawings for design only and approval of drawings, schedules, and catalogs shall not be construed as a complete check and shall not relieve contractor of their responsibilities as stated above.
- J. If submittals differ from requirements of contract documents, contractor shall make specific mention of such differences in their letter of transmittal with a request for substitution, together with their reason for same. If acceptable, suitable action shall be taken for proper adjustments reflecting the change. It is understood and agreed that specific written approval of substitute materials and/or methods is required before contractor can proceed with a substitution.
- K. No material shall be delivered until contractor has obtained written approval of shop drawings and other data enumerated in this section. Should materials or equipment be delivered before required approvals, contractor shall be liable for removal and replacement at no charge to owner, if material or equipment does meet intent of approved documents.
- L. By approving and submitting shop drawings and samples, the contractor thereby represents that they have determined and verified all field measurements, field

construction criteria, materials, catalog numbers and similar data, or shall do so, and that they have checked and coordinated the shop drawings and samples with the requirements of the work as detailed in the contract documents.

- M. Prior to the final acceptance of the total project work, submit three copies of the following bound manuals to the owner or authorized representative for review:
1. Operating Instructions: Printed or typewritten literature describing the function and operation of all controls.
 2. Maintenance Instructions: Printed or typewritten schedules of all required maintenance procedures and special lubricants.
 3. Wiring Diagrams: Full size, ladder type, complete "as built" wiring and single line diagrams showing the electrical connections, functions and sequence of operation of apparatus connected with the elevators, both in the machine room and in the hoistway, shall be furnished for each simplex elevator or for each group of elevators at the time of final inspection and acceptance. Coded information is not acceptable.
- N. Deliver to the owner five keys for each type of lock used to control the equipment or other operating function for the equipment furnished, including locked cabinets. Clearly identify the function of each type of key with a permanent tag.

3.09 APPROVALS

- A. All approvals for the elevator work covered by these specifications shall be done by the owner or their approved representative, who may be an employee, or contracted architect or consultant. All approvals shall be done in a timely manner and not unreasonably withheld without providing to the contractor a specific reason for delays or approval.
- B. All approvals for work by others shall be approved by the owner, or owner's representative, or the person designated to handle the subject portion of the project.
- C. Any delays in approval by owner, or their representative, that affect the submitted schedule shall extend the schedule equivalent to the length of the approval delay.

3.10 PERFORMANCE

- A. The individual performance of like elevators shall be the same. Each elevator shall be adjusted for optimum performance and shall be within the following maximum limits:

- B. Door Open Speed—Minimum two feet per second average.
- C. Door Close Speed—Approximately one foot per second and in compliance with the forces allowed in the applicable codes.
- D. Brake to brake time for contiguous floors of a distance not to exceed twelve feet of travel shall be less than 4.8 seconds for elevators of a speed greater than 300 feet per minute.
- E. Overall performance time from start of door close to a distance of a passenger being able to exit the elevator, for elevators described in the foregoing paragraph, shall be less than 9 (nine) seconds for forty eight inch center parting doors and 10.5 seconds for forty eight inch two speed doors.
- F. Floor stopping accuracy shall be within ¼ inch of exact level and leveling accuracy shall be maintained within 3/8 inch though loading and unloading conditions.
- G. Full speed shall be maintained within three percent of specified under all load conditions up to rated capacity.
- H. Noise level in the car enclosure shall be less than 55 decibel average during running operations and a maximum increase of three decibel average during door operation at a distance of one meter from floor and one meter from door panels.
- I. Ride quality shall be such that there are no sudden horizontal accelerations. The maximum allowable peak to peak acceleration shall be thirty mg. within the .25 to 10 hertz band width. These measurements shall be taken with an accelerometer sensing unit placed in the center of the elevator floor without any sound or vibration absorption material between the unit and the platform. All readings in excess of the allowable shall cause readjustment or realignment to correct the source or cause of the excessive readings. Refer to Section 2.01 for any rail alignment that may be required to accomplish the desired ride quality.
- J. These performance requirements and the NEII Performance Standards shall be the standard to which the performance will be measured. The more stringent of the performance requirements shall be required to be met.
- K. Should the contractor determine that the equipment they are proposing to furnish can not comply with these performance requirements, the equipment shall not be installed without submission of a request for a variance and such variance granted.

3.11 WARRANTY

A. Maintenance Service: The elevator contractor shall furnish an all-inclusive first quality maintenance and call-back service on each elevator after it is completed and placed in operation for a period of twelve (12) months, concurrent with warranty period. This service shall consist of examinations of the equipment at a minimum of once a month. Service shall include adjustments, lubrication, cleaning, supplies and parts to keep the equipment in proper operation, except for such adjustments, replacement of parts or repairs made necessary by abuse, misuse or any other causes beyond the control of the elevator contractor. All work will be done by trained employees of the elevator contractor during regular working hours of the trade. Emergency call-back service shall be provided at no cost to the owner and included for all hours and days during the maintenance period.

1. Thirty days before expiration of the twelve (12) month maintenance service, the elevator contractor shall schedule an inspection of the elevator equipment with the Owner or his representative. This inspection is to assure that the elevator equipment is in safe first-quality, operating condition and the equipment is operating in line with its original design. An authorized representative of the elevator contractor shall accompany the Owner or his representative.

B. Examinations and log: During the warranty maintenance period the elevator contractor shall maintain maintenance records as per ANSI A17.1 Code for each elevator. The records shall be located in the elevator machine room and be used to indicate all callbacks, repairs, replacement of parts, fire service test and adjustments performed by the mechanic each month. Each entry in the maintenance records shall be signed by the mechanic who performs the work and be kept up to-date at all times.

3.12 STAND-BY TIME

The elevator contractor **shall include one working day per elevator** of standby time, or car running time, to assist other contractors performing work in each passenger elevator hoistway.

3.13 OVERTIME

Include the required overtime to allow for shut down of the adjacent elevator(s) for the installation of hoistway screening. This shall be done during building closed hours. Include any required overtime to remove existing machine room equipment and hoist the new machine room equipment. All elevator hoistways requiring screening shall be done at one time.

3.14 PROPRIETARY TOOLS OR DIAGNOSTIC EQUIPMENT

Any diagnostic tools or equipment required for diagnostics, troubleshooting, or setting parameters that are not commercially available from other sources and required to provide proper maintenance must be provided to the owner as part of the purchased equipment. No tools or equipment shall contain software or components that will be time stamped to expire. Any subsequent calibration of the diagnostic tools shall be provided by the original supplier as necessary at a nominal charge.

The contractor shall furnish a duplicate set of programmed processor chips for the individual and group control system to the owner after final completion and acceptance of final operation of the elevators. These are to be kept by the building owner and not allowed to be removed from the premises by anyone.

3.15 MAINTENANCE

A. All maintenance work shall be performed during regular working hours on regular working days, or as required by the maintenance contract by maintenance personnel. Modernization personnel shall only assist in case of an entrapment or emergency.

3.16 PAINTING

- A. All unpainted elevator equipment in the hoistway and machine room shall be properly painted with a minimum of one finish coat of paint with a hard semi-gloss finish.
- B. Factory painted equipment in the machine room should have all scratches and mars touched up with the same color and type of paint used by the factory.
- C. After final acceptance of the modernization work the machines shall be thoroughly cleaned and painted by the elevator contractor with a hard semi-gloss finish coat.
- D. After final acceptance of all modernization work and painting of the machines the machine room floor shall be painted Industrial Gray by the elevator contractor.

END OF SECTION 14 2100

PLEASE NOTE: If applicable, SMHA is providing any aforementioned brand names as a sample only so that Bidders have a better understanding as to the minimum product standards that SMHA desires. As required by HUD regulation, propose an “equal” or “same as” product, as long as such product is substantially equivalent to the products identified above. Also, all specifications are subject to normal manufacturing tolerances.

Attachment B

Form of Bid

FORM OF BID

B1.0 Submittal Checklist:

B1.1. Instructions: THIS FORM IS MANDATORY AND SHALL BE FULLY COMPLETED AND SUBMITTED UNDER TAB 1 OF THE BID SUBMITTAL. Unless otherwise specifically required, the items listed below shall be completed and included in the bid submittal. Descriptions of each requirement can be found in Section 5.0 Form of Bid. **Do not omit any tabs, if the information requested does not apply please put “Not Applicable” under the accompanying tab in the submittal. FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL FROM CONSIDERATION FOR AWARD.**

Complete this form by marking an “X”, where provided, to verify that the referenced completed form or information has been included within the “hard copy” bid submittal submitted by the Bidder. Submit one (1) unbound original (the “hard copy”) and one (1) electronic copy (CD) of the following documents:

X	Tab #	Documents Required in Submittal	Attachments
	1	Form of Bid	B
	2	Bid Fee Sheet (including acknowledgement of Addenda & HUD Forms)	C
	3	Bid Bond Template	D
	4	Bidder’s Certification Form	E
	5	Section 3 Documentation	F/G/H
	6	Small Business (SWMBE) Utilization Plan	I
	7	List of Past Performance/Experience/Client Information	J
	8	List of Sub-Contractors/Joint Venture Information	K
	9	Copy of Business License	-
	10	Copy of Insurance Certificate	-
	11	Copy of Workman’s Compensation Certificate	-
	12	Contractor Profile Form	L
	13	Vendor Registration Forms & W-9	M

B1.2 By signing below, the Bidder agrees that all of the aforementioned Tabs have been included in their bid submittal, and acknowledge that any of the required information, including this page, omitted from the bid submittal may result in their bid being disqualified from consideration for award.

Signature

Date

Attachment C

Bid Fee Sheet

BID FEE SHEET

C1.0 Costs to perform work (as detailed in the **Attachment A**). Costs shall be fully burdened.

Material _____

Labor _____

Total Cost _____

C2.0 Unit Pricing - Not used.

C3.0 Discount

C2.1 Discount offered for early payment: _____% if invoice paid within _____ days of properly submitted invoice as stated in the IFB.

C4.0 Section 3 Priority: Bidders shall identify below with an "x" any and all applicable Section 3 Priorities for their company, as defined in **Attachment H**. If no Priority applies, mark "NONE".

C4.1 _____ **Priority I**

C4.2 _____ **Priority II**

C4.3 _____ **Priority III**

C4.4 _____ **Priority IV**

C4.5 _____ **Priority V**

C4.6 _____ **Priority VI**

C4.7 _____ **Priority VII**

C4.8 _____ **NONE**

C5.0 HUD Form Acknowledgements: The HUD Forms referenced below shall be acknowledged with a signature and date. These Forms are included herein as **Attachment N**. It is the responsibility of the Bidder to read and acknowledge these Forms as they will be incorporated as part of any resulting contract.

HUD forms: Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this IFB

C5.1 HUD 5369 _____ **Date** _____

C5.2 HUD 5369-A _____ **Date** _____

C5.3 HUD 5370 _____ **Date** _____

C6.0 Allowance Acknowledgements: Any allowances issued by SMHA shall be acknowledged with a signature and date. All allowances are to be included in full in Item C1.0. the undersigned acknowledges the following allowances:

C6.1 Allowance #1 Unforeseen Conditions \$5,000 _____ Date _____

C7.0 Addenda Acknowledgements: Any addenda issued by SMHA shall be acknowledged with a signature and date. All addenda will be posted on the SMHA website. It is the responsibility of the Bidder to find, read, and acknowledge these addenda as they will be incorporated here as a part of this solicitation and any resulting contract.

C7.1 Addendum #1 _____ **Date** _____

C7.2 Addendum #2 _____ **Date** _____

C7.3 Addendum #3 _____ **Date** _____

C7.4 Addendum #4 _____ **Date** _____

C8.0 Company Name/Contact Information

C8.1 Company Name: _____

C8.2 Address: _____

C8.3 Phone: _____

C8.4 Email: _____

C8.5 Authorize Agent Signature: _____

C8.6 Authorize Agent Name (Printed): _____

Attachment D

Bid Bond Template

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, _____ as **PRINCIPAL,** and _____ as **SURETY,** are held and firmly bound unto Stark Metropolitan Housing Authority, hereinafter called the "PHA", 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 presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 2017, 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 sixty (60) 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 the PHA in accordance with the bid as accepted, and give 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 contract and give such bond within the time specified, if the Principal shall pay the PHA the difference between the amount specified in said bid and the amount for which the PHA 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 the _____ day of _____, 2015, 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:

_____ (SEAL)

_____ (Business address)

_____ (SEAL)

_____ (Business address)

Attachment E

Bidder's Certification

BIDDER'S CERTIFICATION

By signing below, Bidder certifies that the following statements are true and correct:

- E1.0** He/she has full authority to bind Bidder and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any Federal, State, or Local agency,
- E2.0** Items for which Bidders were provided herein will be delivered as specified in the bid,
- E3.0** In performing this contract, the Contractor(s) shall comply will any and all applicable Federal, State, and Local laws including but not limited to: Occupation Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- E4.0** Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SMHA and subject to the terms and conditions of such acceptance, shall result in a contract between SMHA and the undersigned Bidder,
- E5.0** He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid,
- E6.0** Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
- E7.0** Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
- E8.0 Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SMHA or any person interested in the proposed contract and that all statements in said bid are true,
- E9.0** He/she has full authority to bind Bidder and that no member of Proposer's organization is disbarred, suspend or otherwise prohibited from contracting with any Federal, State, or Local agency, and the individual or business entity named in this bid is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate,
- E10.0 Lobbying Prohibition:** The Contractor(s) agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of federally appropriated funds to pay 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 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 any cooperative agreement or the modification of any federal contract, grant, loan, or cooperative agreement.

Signed: _____ **Print Name:** _____ **Print**

Company Name: _____ **Date:** _____ **Seal (if Corporation)**

Attachment F

Section 3 Clause

SECTION 3 CLAUSE

This affidavit must display an original signature and notary seal.

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ County: _____

Business Phone: _____ Fax Number: _____

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. **The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135**, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in

the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I certify that I have read the above information and understand the Section 3 requirements and numerical goals.

NOTARIZATION: (Only sign in the presence of a Notary Public)

Signature

Print Name

Title

Date

State of _____ County of _____ on this _____ day of _____ 20_____,
before me appeared _____ acknowledging that he/she has read and
understands the Section 3 requirements and numerical goals set forth.

Notary Signature

Commission Expiration

Notary Seal

Attachment G

Section 3 Business Self-Certification (Optional)

SECTION 3 BUSINESS SELF-CERTIFICATION

Optional, only to be submitted by those Businesses seeking to be Section 3 Certified.

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ County: _____

Business Phone: _____ Fax Number: _____

Email Address: _____

Contractor's License: Class ____ A ____ B ____ C ____ N/A License Number: _____

Business License Number: _____ Federal ID Number: _____

Type of Business: _____

Types of Section 3 Business Enterprises

Please check "Yes" or "No". If you answer "Yes" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. Is fifty-one percent (51%) of your business owned by a Section 3 resident*; or

Yes No

2. Are at least thirty percent (30%) of your full time employees persons that are currently Section 3 residents*, or within three (3) years of the date of first employment with the business concern were Section 3 residents*; or

Yes No

3. Can you provide evidence, as required, of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs?

Yes No

Verification- The Company hereby agrees to provide, upon request, documents verifying the information provided on this form.

I declare and affirm, under penalty of law, that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative

Date

*Section 3 resident is: 1) Resident of Public and Indian Housing; or 2) Resident of the Metropolitan Area or Non-Metropolitan County that meet the definition of Low and Very Low Income.

Attachment H

Priorities & Preference for Section 3 Business Concerns
in Contracting Opportunities (Reference)

PRIORITIES & PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITITES (REFERENCE)

Section 3 Priorities: SMHA has established the following Section 3 Priorities (as defined by 24 CFR §135.36). If any of the priority applies, the Bidder shall identify said priority on the Bid Fee Sheet (**Attachment C**). SMHA may request additional documentation from any Bidder claiming a Section 3 priority.

Priority I

Business concerns that are fifty-one percent (51%) or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Business concerns whose workforce includes thirty percent (30%) of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Business concerns that are fifty-one percent (51%) or more owned by residents of any other housing development or developments.

Priority IV

Business concerns whose workforce includes thirty percent (30%) of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were Section 3 residents of any other public housing development.

Priority V

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Business concerns that are fifty-one percent (51%) or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Business concerns that subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Section 3 Preference: HUD authorizes within 24 CFR 135 that SMHA may make award to qualified Section 3 business concerns with the highest priority ranking and the lowest responsive bid if:

- The bid is within the maximum total contract price established by SMHA; and
- The bid is not more than “x” higher than the total bid price of the lowest responsive bid from any responsible bidder. “x” is determined below:

When the lowest responsive bid is:	“x” = lesser of:
Less than \$100,000	10% of that bid or \$9,000
At least \$100,000 but less than \$200,000	9% of that bid or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid or \$25,000
At least \$500,000 but less than \$1 million	5% of that bid or \$40,000
At least \$1 million but less than \$2 million	4% of that bid or \$60,000
At least \$2 million but less than \$4 million	3% of that bid or \$80,000
At least \$4 million but less than \$7 million	2% of that bid or \$105,000
\$7 million or more	1.5% of the lowest responsive bid with no dollar limit.

If no responsive bid by a Section 3 business concern meets the aforementioned requirements, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

Attachment I

Small Business (SWMBE) Utilization Plan

Attachment J

List of Past Performance/Experience/Client Information

LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

J1.0 Instructions: The Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder has performed similar or like services to those being proposed herein

J2.0 List of Past Performance/Experience/Client Information

J2.1 Client #1

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

J2.2 Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

J2.3 Client #3

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Attachment K

List of Sub-Contractors/Joint Venture

LIST OF SUB-CONTRACTORS/JOINT VENTURE

K1.0 Subcontractors

K1.1 Will this project have sub-contractors? (Check One) _____ Yes _____ No

K1.1.1 If "Yes", proceed to K1.2. If "No", proceed to K2.0.

K1.2 Instructions: Please list all sub-contractors (including contact information) that will be working on any projects resulting from this contract. Each subcontractor should provide: Contractor Profile Form. Attach additional pages if needed.

K1.2.1 List of Subcontractors

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

K2.0 Joint Venture

K2.1 Will this project be a joint venture? (Check One) _____ **Yes** _____ **No**

K2.1.1 If “Yes”, proceed to K2.2. If “No”, no additional information is needed for this tab.

K2.2 Instructions: Please list all companies involved in the joint venture (including contact information). Each company should provide: Vendor Registration Forms & W-9, Contractor Profile Form, and Section 3 Paperwork. Attach additional pages if needed.

K2.2.1 List of Joint Venture Companies

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached:

Note: Usage of a sub-contractor will be contingent upon SMHA’s prior written approval.

Attachment L

Contractor Profile Form

CONTRACTOR PROFILE FORM

L1.0 Instructions: Please complete the below for in its entirety. If additional space is needed, please attach a separate sheet.

Project Name: _____ Project No. _____

Contractor/Business Name: _____

Business Address: _____

Telephone: (____) ____-____ Fax: (____) ____-____

Federal Tax ID #: _____ State Tax ID #: _____

Our contract is with _____ in the amount of \$ _____

for _____
(identify specific work to be performed)

Will any work be subcontracted out? Yes _____ No _____

If yes, to whom? _____

Person(s) authorized to sign (certify) Payroll reports: 1) _____

2) _____

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

Work Classification from wage decision (include group number, if applicable)	Base Rate of Pay	Fringe	Total Wage (including Fringe)

The fringe benefit payment will be (check A, B or C below):

(A) _____ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

Benefit	Amount
Vacation and Holiday	
Union Dues	
Health and Welfare Benefits	
Pension	
Annuity	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____-____ Acct. #: (____) ____-____

(B) _____ paid directly (with the pay check) to each worker in the amount of \$_____

(C) _____ paid to an unfunded benefit plan (or plans) in the amounts indicated below:

*****If requested, copies of benefit plans to be submitted for review/approval.*****

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____-____ Acct. #: _____

Is this a sole proprietorship or partnership business? Yes _____ No _____

Caucasian Owned – WBE _____ MBE _____

Owner/Principal Officer Name (Please Print)

Signature

Date

Attachment M

Vendor Registration Forms & W-9



VENDOR REGISTRATION FORM

GENERAL INFORMATION (All fields required except Fax#)

Vendor Name: _____ Legal Name W9: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____ Other Phone: _____

E-mail: _____ Fax#: _____

Contact Person: _____ Signature & Title: _____

Number of Years Company has been in Service: _____

Number of Employees: _____

Taxpayer Identification Number or Social Security Number: _____

BUSINESS CLASSIFICATION (Select all that apply; must select at least 1)

- | | |
|---|---|
| <input type="checkbox"/> Individual/Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Resident Owned Business | |

FOR INTERNAL USE ONLY:

For Operations:
Staff Requesting: _____ Date: _____

For Accounting Dept:
Finance Staff: _____ Date: _____
Finance Review: _____ Date: _____

Yardi vendor code: _____



VENDOR REGISTRATION FORM

REFERENCES (Must enter 3 references)

Please provide references (within the last 12 months) for the services or goods that your business provides:

1 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

2 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

3 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

DISCLAIMER

The completion and submission of the Vendor Registration Form does not guarantee any minimum or maximum amount of work for a Vendor. It simply means that a Vendor is registered to conduct business with SMHA as opportunities are made available. At that time, the Vendor may have the opportunity to submit a bid, quote or proposal. Likewise, the submission of a bid, quote or proposal does not guarantee any Vendor the right to an award as all procurement activity conducted by SMHA must be in full compliance with the following regulations:

- 2 CFR 200
- HUD Procurement Handbook 7460.8 REV 2
- SMHA's Procurement Policy and Procedures

You must submit a W-9 Form and a copy of your insurance certificate

Stark Metropolitan Housing Authority

Dear SMHA vendor:

It is Stark Metropolitan Housing Authorities (SMHA) goal and responsibility to treat organizations (vendors / contractors) providing services and or goods fairly and appropriately. Our vendors are critical in order for SMHA to achieve its mission statement:

"PEOPLE HOUSING PEOPLE: The Stark Metropolitan Housing Authority provides eligible residents of Stark County with quality housing in decent, safe, nourishing neighborhoods, by working in partnership with public and private sector. SMHA provides families with housing choices and opportunities to achieve self-sufficiency.

Vendors must submit invoices electronically to invoices@starkmha.org or mail to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable. SMHA payment terms is "NET 30 DAYS". Net 30 days is common and typical industry and business payment standard. Net 30 days allows adequate time for SMHA to process transactions for payment with vendors. SMHA will deviate from net 30 days for vendors offering payment discounts for timelier payment. SMHA will attempt to take advantage of all payment discounts. Payment process typically involves staff forwarding appropriate supporting documentation, receipt of invoice and approval of invoice for payment. Vendors or contractors subject to provisions of Davis Bacon Act, SMHA is not permitted to make final complete payment until all required Davis Bacon documents have been received and verified.

Vendor must submit invoice electronically to invoices@starkmha.org or mail to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable. **Invoices sent to any other post office address, employee or email might delay timely payment.** SMHA finance department will make payment within 30 days of invoice date. For timely payment of correctly dated vendor invoices, SMHA's check to vendor will be dated and mailed within 30 days of vendor invoice date.

No staff, except for Executive Director, Deputy Director or Finance Director can waive, modify, adjust or amend NET 30 DAY payment term or requirement to submit invoices electronically to invoices@starkmha.org or mailed to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable.

Signature: _____ Date: _____

STARK METROPOLITAN HOUSING AUTHORITY
Vendor Agreement for Electronic Payment/Deposit

Name / Entity: _____
(Must agree with IRS W- 9)

Federal ID or SSN: _____
(Must agree with IRS W- 9)

Mailing Address: _____

Phone Number: _____ Email Address: _____
(Mandatory for payment notification)

I hereby authorize Stark Metropolitan Housing Authority (SMHA), to initiate credit entries (deposits) to below depository and to initiate, if necessary, debit entries and adjustments to any transactions credited in error.

Depository (Bank) Name: _____

Depository (Bank) Address: _____

Type of Account (check one): Checking Savings

Exact Name on Account: _____

Routing Number: _____ Account Number: _____

Your signature below is your continuing authorization for Stark Metropolitan Housing Authority ("SMHA") to follow your written instructions to deposit funds in the account listed above and you agree that your continuing authorization will remain in effect unless you revoke the authorization in writing and submit to SMHA within a reasonable time for SMHA to adjust its accounting procedures. Further, you confirm that the below name and signature is of an authorized representative with authority to act on behalf of the above entity/individual property owner. As such, you hereby authorize SMHA to recognize and acknowledge the signature subscribed below in depositing funds into your account.

A confirmation of account information on financial institution/bank letterhead or an original voided check, must accompany this document. Facsimile copies of checks, starter checks and deposit slips are not acceptable. When submitting documentation on bank letterhead, it must contain the name of financial institution, electronic routing transit number, account number and type of bank account (checking or savings).

By signing below, I confirm that I am an authorized representation and the information entered above is accurate and complete.

Name(s) (please print): _____

Signature(s) _____ Date: _____

Documents can be mailed to: SMHA 400 Tuscarawas Street East, Canton Ohio 44702
Attn: Finance Dept.

Stark Metropolitan Housing Authority Vendor Application - Master File Form (new/update/modify)

Legal Name : _____
(Above must agree with W-9 form)

DBA : _____

Mailing Address : _____

Secondary Address : _____

Point of Contact Name : _____

Point of Contact Phone: _____

Point of Contact Email : _____

Alternate Email: _____

Point of Contact Fax : _____

Federal ID# or Social
Security number :

_____ **W-9 attached: YES / NO**
(Above must agree with W-9 form)

Business Classification : (Select all that apply must select at least 1)

Individual/sole proprietor _____

Partnership _____

C Corporation _____

Other _____

S Corporation _____

Limited Liability _____

Enter the Tax classification (C= C Corporation, S= S Corporation, P= Partnership)

Please provide Workers Comp. Certificate & Certificate of Insurance

Terms notice provided : YES / NO (Terms are **Net 30 Days** upon receipt of a properly dated invoice.)

Minority/Sec.3 Owned : YES / NO Type : _____

PLEASE SEND ALL INVOICES TO: invoices@starkmha.org or 400 Tuscarawas St E. , Canton, OH 44702

(Please above indicate - Vendor must receive a Terms letter & complete a W-9)

Vendor: _____ **Date:** _____

(Note: Vendor / Supplier signature is required to set up a new vendor account in order to do business with SMHA. Vendor / Supplier has read and agrees to SMHA's 30 day payment terms as outline in vendor terms notice.)

For Accounting Department:

Finance Staff: _____ Date: _____

Finance Review: _____ Date: _____

Yardi Vendor Code: _____

Issue 1099 YES NO

Attachment N

HUD Forms

HUD 5369

HUD 5369-A

HUD 5370

Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this IFB

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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

1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

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

(b) For these purposes, the Contractor shall:

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

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

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

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

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

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

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

37. Subcontracts

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

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

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

Attachment O

Wage Decision



400 East Tuscarawas Street - Canton, Ohio 44702-1131
 Phone: 330-454-8051 Fax: 330-580-9000 RELAY 1-800-750-0750
 Visit our Website at www.starkmha.org



NOTIFICATION

PREVAILING WAGE/ DAVIS BACON REQUIREMENTS

This notification serves to inform you that work performed for ALL SMHA jobs is subject to prevailing wage/Davis Bacon regulations. Prevailing Wage/Davis Bacon is required for all work (labor and materials) that is over \$2,000. **Please also be advised that we do not allow 1099 contractors.** The people who you have to the work on these projects must be an employee of your company.

When providing your quote, please be aware that prevailing wages/Davis Bacon wages will apply if over \$2,000.

Contractors who wish to perform work for Stark Metropolitan Housing Authority (SMHA) are now required to sign this notification as acknowledgement of the prevailing wage/Davis Bacon requirements. **Please have an officer of your company complete and sign the area below.**

Please sign and date the notification and return via email, in-person, or mail to the SMHA management contact.

Upon receipt of your acknowledgement, if selected to perform the work, you will be contacted by SMHA's prevailing wage coordinator.

If you have any questions on prevailing wage please call Charity Rysak at 330-454-8051 ext. 378 or (330) 904-2828.

Thank you for your interest in doing business with SMHA.

I certify that I am aware that the work to be performed at SMHA is subject to Prevailing Wage/Davis Bacon requirements on any job over \$2,000 and I will comply with the Davis Bacon Act Regulations.

 Sign

 Print

 Company Name & Title

 Date

 Phone

"General Decision Number: OH20210106 02/12/2021

Superseded General Decision Number: OH20200106

State: Ohio

Construction Type: Building

Counties: Carroll and Stark Counties in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021

ASBE0002-003 08/01/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 42.03	26.90

BROH0006-003 05/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 28.61	17.55

BROH0006-008 06/01/2019

	Rates	Fringes
TILE SETTER.....	\$ 25.27	13.99

BROH0008-007 06/01/2019

	Rates	Fringes
TILE FINISHER.....	\$ 22.68	13.97

CARP0285-007 05/01/2019		
	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 26.79	18.34

ELEC0540-001 09/01/2018		
	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 21.65	15.63

* ELEC0540-008 12/28/2020		
	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 34.00	25.50

ENGI0018-035 05/01/2018		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe..	\$ 35.89	15.09

ENGI0066-045 06/01/2017		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

IRON0550-010 05/01/2020		
	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 29.27	20.87

LABO1015-006 05/01/2019		
	Rates	Fringes
LABORER Common or General.....	\$ 28.37	10.70
Mason Tender - Brick.....	\$ 29.12	10.70

PAIN0841-003 08/01/2020		
	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 26.83	14.02

PAIN1162-003 05/01/2019		

	Rates	Fringes
GLAZIER.....	\$ 26.50	13.29

PLUM0094-007 05/01/2020		
	Rates	Fringes
PLUMBER (Includes HVAC Unit Installation).....	\$ 35.78	21.44

PLUM0168-005 05/01/2016		
	Rates	Fringes
PIPEFITTER (Excludes HVAC Unit Installation).....	\$ 34.53	17.49

ROOF0088-003 06/01/2020		
	Rates	Fringes
ROOFER.....	\$ 27.00	19.53

SHEE0033-027 06/04/2018		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 30.57	27.49

* UAVG-OH-0021 01/01/2019		
	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.56	16.37

* UAVG-OH-0023 01/01/2019		
	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 29.55	10.90

SUOH2012-108 08/29/2014		
	Rates	Fringes
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 24.30	10.71
CEMENT MASON/CONCRETE FINISHER...	\$ 26.07	12.34
LABORER: Pipelayer.....	\$ 23.98	8.58
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 30.26	12.58
OPERATOR: Bulldozer.....	\$ 22.55	8.03
OPERATOR: Crane.....	\$ 29.51	11.77
OPERATOR: Loader.....	\$ 29.66	12.61

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.83	12.72
PAINTER: Spray.....	\$ 22.78	12.40
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 34.16	0.00
TRUCK DRIVER: Dump (All Types)...	\$ 22.78	12.61

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

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

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

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

Attachment P

Employee Rights Poster

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:

Charity Rysak - SMHA
Pwage@starkmha.org
330-454-8051 ext. 378
Deb Diez- HUD
312-913-8127

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

Attachment Q

Certified Payroll Report

WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Contractor Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company (attach additional sheets if needed)			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	

whpw1512

*****This form needs to be filled out for every job, for every employee, with employee signature. This is a Department of Labor required form*****

Attachment R

Non-Collusive Affidavit

