

# INVITATION FOR BIDS

## Window Lintel Repair for JL Young Apartments

8220 N. Florida Avenue, Tampa, FL 33604

Solicitation No. FY23-IFB-05

Issue Date: **Monday, January 29, 2024**

Pre-Bid Conference: **Tuesday, February 6, 2024 @ 10:00 AM (EST)**

Deadline for questions: **Tuesday, February 13, 2024 @ 5:00 PM (EST)**

Submission Deadline: **Thursday, February 22, 2024 @ 2:00 PM (EST)**

### Board of Commissioners:

James A. Cloar, Chairperson

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Parker A. Homans



**Mrs. Tina Washington-Jones, Director of Contracting  
Purchasing & Contracting Office  
5301 W. Cypress Street  
Tampa, FL 33607  
Phone: (813) 341-9101 ext. 3500**

Leroy Moore  
Senior Vice President/COO

Jerome D. Ryans  
President/CEO

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## INVITATION FOR BID

Bid No. **FY23-IFB-05**

Date Issued: **1/29/2024**

The Housing Authority of the City of Tampa (the “Authority”) will receive sealed bids for the **Lintel Replacement for JL Young Apartments at 8220 N. Florida Avenue, Tampa, FL 33604 until 2:00 p.m.** (prevailing Tampa, Florida time), on **Thursday, February 22, 2024**. All bids are to be submitted and addressed with bid #FY23-IFB-05 Attn: Tina Washington, Contracting Officer, Tampa Housing Authority, 5301 West Cypress Street, Tampa, Florida, 33607. Bids may be submitted to the 1<sup>st</sup> Floor front desk receptionist, who will date, and time stamp the bid package. All bids will be publicly opened and read aloud. Bids received after the above stated time may not be considered.

Qualified Contractors may pick up copies of the bidding documents by visiting THA’s website at <https://www.tampaha.org/procurement> or by submitting an email request to [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com).

The Authority will hold a Pre-Bid Conference on **Tuesday, February 6, 2024, at 10:00 A.M.** in the Conference Room located on the first floor of 5301 W. Cypress St.

All questions concerning the bid documents, requiring additional information, or clarification shall be submitted in writing to THA via e-mail at [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com). All questions will be accepted until **Tuesday, February 13, 2024, at 5:00 PM** and responded to in writing with addendum(s) issued to all prospective bidders by visiting the THA’s website at <https://www.tampaha.org/procurement>.

A Bid Guarantee in the amount of 5% of the total base bid must accompany each bid that exceeds \$100,000. Bid guarantee shall be a Bid Bond secured by a surety company authorized to do business in the State of Florida and listed in the latest Department of Treasury Circular 570 published in the Federal Register; or as permitted by state law, a certified check, bank draft, or U.S. Government Bond at per value. If bid security is not submitted the Authority will reject the bid. All Bid Guarantees must be made payable to the Housing Authority of the City Tampa. Personal checks will not be accepted. In addition, a Non-Collusive Affidavit must be supplied with each bid that exceeds \$25,000.

For all contracts that exceed \$100,000, the successful bidder will be required to furnish and pay for the satisfactory Performance and Payment bonding in the amount of 100% of the contract price. The successful bidder will be required to furnish certificates of insurance in accordance with the General Conditions and Special Conditions.

Attention is called to the fact that not less than the minimum of salaries and wages, as set forth in the specifications must be paid on this project (Davis-Bacon Wages for local area – Tampa). The Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, creed, gender, disability, or national origin. ~~The successful bidder will be required to present a certification of Affidavit Action Compliance.~~

**Invitation to Bid**



In accordance with Department of Housing and Urban Development (HUD) regulations, the Authority is required to establish a goal of awarding at least 20 percent of the dollar value of construction contracts to Minority Business Enterprises (MBEs) or General Contractors with MBE participation. In accordance therewith, prime contractors are required to meet or exceed this 20% MBE participation goal by time of bid.

In accordance with Section 3 of the U. S. Department of Housing and Urban Development Act of 1968, the Authority requires all construction Contractors, to the greatest extent feasible, to provide training, contracting and employment opportunities to low-income residents residing in the Authority's public housing communities.

The Authority intends to award a contract on the basis of the lowest and most responsive responsible TOTAL base bid and in a single Contract for all work to be performed in the above referenced project.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of without the prior written consent of the Authority.

Bidders shall carefully examine the documents and construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given an extra payment for conditions that can be determined by examining the site and documents.

The Authority reserves the right to waive irregularities and to reject any or all bids. Failure to submit a bid properly may result in rejection of the Bid.

#### **Documents to be submitted with Bid**

- Complete Bid Form, Section 00 41 00.
- Complete Representation, Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C) Section 00 45 01.
- Complete Section 3 & MBE Compliance Certification Form Section 00 62 39.
- Statement of Bidders Qualifications 00 45 13
- Complete Non-Collusive Affidavit, Section 00 45 19.
- Sworn Statement Under Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes
- Copy of current Workman's Compensation Insurance
- Copy of current Business License
- Itemized listing of all current landscaping equipment i.e. make and model of lawnmowers, # of lawnmowers (riding and push), # of blowers, # of edgers, etc.



**FY23-IFB-05**

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**Questions regarding this solicitation may be directed to the Authority by e-mailing [bidderquestions@thaf1.com](mailto:bidderquestions@thaf1.com).**

THE HOUSING AUTHORITY OF THE CITY OF TAMPA IS AN EQUAL OPPORTUNITY EMPLOYER, BY ORDER OF JEROME D. RYANS, PRESIDENT/CEO.

**END OF INVITATION TO BID**



Instructions to Bidders for Contracts
Public and Indian Housing Programs

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Table with 2 columns: Clause and Page. Lists clauses 1 through 12 and their corresponding page numbers.

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 non-responsible 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 at designate the official or location where a protest may be served on:

Ms. Tina Washington, Contracting Officer  
THA Purchasing & Contracting Office  
5301 West Cypress Street  
Tampa, Florida 33607

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

**8. Contract Award**

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

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

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

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

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

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



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

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

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government

Bonds at par value or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

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

**11. Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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



## HUD FORM 5369(10/02)

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 [X] 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.

**END OF HUD FORM 5369**





### **Project Name**

**JL Young Garden Apartment Window Lintel Repair/ Replacement**

### **Brief Scope**

**The contractor shall repair/replace the JL Young Garden Apartment window lintels according to 1919 architecture plans and specifications.**

### **Detailed Scope of Work**

#### **Division 1 – General Requirements**

1. Contractor shall provide quality assurance in strict accordance with current Codes as well as terms, conditions, special contract requirements, specifications, attachments and exhibits contained in the General Conditions of Contract.
2. Verification of existing conditions.
  - a) It shall be the Contractor's sole responsibility to verify existing conditions for each individual work item. The Contractor shall be satisfied that there are no discrepancies between actual conditions and the Scope of Work as issued. Before ordering materials/products, the Contractor shall verify related condition to insure proper installation. Notify THA immediately of any hidden condition discovered which might affect the progress of work.
3. The work shall be done during regular THA working hours Monday through Friday 08:00 am - 05:00 pm. The Contractor may be authorized to work weekends or evenings on as requested basis.
4. Contractor shall provide at all times a clean work site, including designated storage areas, free from accumulation of waste materials. Construction materials shall be stored in trailer and not in the building, unless previously authorized by THA. In any case, construction material shall not block circulation or create obstacles.
5. The use of the Housing Authority trash dumpsters shall not be permitted. Contractor shall provide trash dumpster(s) to accommodate proper disposal of demolished materials and related debris. (Provide a proper disposal in accordance with waste management).
6. THA is not responsible providing toilet facilities, water, or temporary power to the job site for the contractor. These items may be provided at THA discretion upon written authorization.
7. All electrical outlets in affected areas are to be tested and properly grounded. Contractor is to notify Tampa Housing Authority about damage findings.
8. When new products are to be installed to replace existing old products, remove and dispose of old products. Perform cutting and patching or other manufacturer pre-installation requirements as specified in the Scope of Work and applicable plans.
9. Contractor shall prepare and submit to the Project Manager, three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work during the pre-construction meeting.



10. Contractor must maintain their construction schedule at all times, if the Contractor fails to maintain this construction schedule, he/she will be charged with liquidated damages. Schedule can be adjusted because of unforeseen conditions with the approval of the Project Manager.
11. Prior to the start of construction, the Contractor will supply the THA Project Manager with 3 complete submittal packages.
12. Contractor shall maintain documentation of construction activities to ascertain compliance with the General Requirements of the Contract.
13. All current applicable OSHA rules and regulations must be followed at all times. Security of work site area will be the responsibility of the Contractor.
14. Extreme care is to be taken at all times regarding the safety of the employees/clients of THA in the immediate and surrounding work areas. Contractor to complete work with as little inconvenience to the daily business of THA as possible.
15. Contractor shall ensure that all his employees and the subcontractors scheduled to work shall wear their company shirt with visible company and employee name or employee company name tags.

### **Scope of work**

1. Contractor shall provide all material and equipment to repair/ replace JL Young Gardens window lintels according to the attached 1919 architectural plans and specifications.

### **End of Scope**

#### **\*\*\* Close-Out Requirements and Documents \*\*\*\***

At Final Closeout, the Contractor must furnish required documentation as indicated below for approval. All final closeout package with missing documents and incomplete submittal will not be processed. Prior to the final closeout, Contractors should make sure that all documents are complete and ready for review to avoid unwarranted delays. Consult with the Project Manager if you anticipate any delays with your package.

The Contractor shall ensure that the following documents have been completed or submitted in accordance with the contract:

1. Final Weekly Certified Payroll Reports for the Contractor and all Subcontractors.
2. All Contract Modifications, if any, shall have already been executed by the Contractor and approved by the Authority.





3. Certificate of Substantial Completion letter must have been issued by the Contractor's Project Manager.

For Contract Closeout, the contractor shall provide the following after receipt of substantial completion notification:

1. Final completion pay request accounting for 100% of work in place and final retention release pay request marked FINAL accounting for release of the 10% held contract retention.
  - a) Front Cover - THA Contractor Payment Certification Form.
  - b) Form HUD – 51001- Periodic Estimate for Partial Payment.
  - c) Form HUD - 51000 - Schedule of Amounts for Contract Payments.
2. Contractor's Certificate of Release
3. Original copy of product warranties. (Listed separately)
4. Contractor's one-year workmanship warranty with original signature.
5. Original copy of THA's Certificate of Completion
6. Waiver and Release of Lien documents from the General Contractor and major subcontractors and suppliers.

**End of Close Out**



SECTION 011000 - 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 Section.

1.2 SUMMARY

A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Access to site.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification and Drawing conventions.
- 7. Miscellaneous provisions.

B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: J.L. Young Lintel Repair and Replacement

- 1. Project Location: 5301 W Cypress St, Tampa, FL 33607.

B. Owner: Tampa Housing Authority

- 1. Owner's Representative: Yasmin Dilbert.

C. Architect: Ronald G. Billy, Jr., NCARB, LEED AP

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

- 1. Removal and or replacement of failing brick lintels. New flashing at the lintels with end dams.

B. Type of Contract:

DIVISION 1 – GENERAL REQUIREMENTS

**Section 01 10 00 – Summary**

1. Project will be constructed under a single prime contract.

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. Driveways, Walkways and Entrances: Keep driveways 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 for 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 Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent 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: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
- C. 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.

DIVISION 1 – GENERAL REQUIREMENTS

**Section 01 10 00 – Summary**

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.
- D. Restricted Substances: Use of tobacco products and other controlled substances within the existing building or 25 feet of the building is not permitted.
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

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.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 01 2100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Unit-cost allowances.

#### 1.02 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Architect and/or Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.03 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance sum.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.04 DELIVERY AND STORAGE

- A. Arrange for delivery of products purchased under an allowance, from place of delivery to Project site, including any storage required during transport to the site.
- B. Do not deliver such products until any facilities required for storage are in proper condition.
- C. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

#### 1.05 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include applicable taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

#### 1.06 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
  2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
  4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
  2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

**1.07 SCHEDULE OF ALLOWANCES**

- A. Allowance No. 1: Unit-Cost Allowance: Include the sum of \$1,000.00 per thousand for standard modular sized face brick specified in Section 04 2000 "Unit Masonry."

**END OF SECTION**

## SECTION 012500 - 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.

#### 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. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
  - h. 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.
  - i. Cost information, including a proposal of change, if any, in the Contract Sum.
  - j. 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.
  - k. 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: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. 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 extensive 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 012500

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 26 00 – Contract Modification Procedures**

SECTION 012600- 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 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue through Construction Manager 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 time specified in Proposal Request 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 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

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 26 00 – Contract Modification Procedures**

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 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 012500 "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 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.

1.6 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.

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 26 00 – Contract Modification Procedures**

1.7 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on form acceptable to the architect. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Work 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 Work 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 012600

## SECTION 01 29 00 - PAYMENT 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 necessary to prepare and process Applications for Payment.

#### 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 at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- 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 five 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. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
7. 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 25<sup>th</sup> day of the month or as mutually agreed upon. 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 G703 and HUD 51000 Schedule Amounts for Contract Payments 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. 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 subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
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 consistent with the HUD 5370 (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. Schedule of unit prices.
7. Submittal schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits.
11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
12. Initial progress report.
13. Report of preconstruction conference.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire Owner's insurance.
17. Certified Payrolls
18. Section 3 Compliance Tracking
19. MBE/WBE Compliance Tracking

J. 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. Evidence that claims have been settled.
5. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Administration of Contract: Provide administrative requirements for the proper coordination and completion of work including the following:
  - 1. Supervisory personnel.
- B. Reports: Submit daily and special reports.
- C. Work Schedule: Submit progress schedule, updated monthly.
- D. Submittal Schedule: Prepare submittal schedule; coordinate with progress schedule.
- E. Schedule of Values: Submit schedule of values.
- F. Schedule of Tests: Submit schedule of required tests including payment and responsibility.
- G. Emergency Contacts: Submit and post a list of emergency telephone numbers and address for individuals to be contacted in case of emergency.
- H. Record Documents: Submit record drawings and specifications; to be maintained and annotated by Contractor as work progresses.

1.2 SUBMITTALS

- A. Types of Submittals: Provide types of submittals listed in individual sections and number of copies required below.
  - 1. Shop drawings, reviewed and annotated by the Contractor – electronically to the architect
  - 2. Product data - electronically.
  - 3. Inspection and test reports - electronically.
  - 4. Warranties -One (1) original and electronic copy.
  - 5. Closeout submittals – 2 hard copies and an electronic copy.
- B. Submittal Procedures: Comply with project format for submittals. Comply with submittal procedures established by Architect including Architect's submittal and shop drawing stamp. Provide required resubmittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.
- C. Samples and Shop Drawings: Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- D. Warranties: Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Contractor, supplier or installer responsible for performance of warranty shall sign warranties.

PART 2 PRODUCTS - Not applicable to this Section

PART 3 EXECUTION - Not applicable to this Section

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 31 00 – Project Management and Coordination**

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

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 provisions for coordinating construction operations on Project, including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

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- B. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and in prominent location in built facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

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1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Owner name.
  3. Owner's Project number.
  4. Name of Architect.
  5. Architect's Project number.
  6. Date.
  7. Name of Contractor.
  8. RFI number, numbered sequentially.
  9. RFI subject.
  10. Specification Section number and title and related paragraphs, as appropriate.
  11. Drawing number and detail references, as appropriate.
  12. Field dimensions and conditions, as appropriate.
  13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  14. Contractor's signature.
  15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or form acceptable to the Architect.
1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.

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2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly.
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number, including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner and Architect; Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the



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conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Critical work sequencing and long lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Use of web-based Project software.
    - g. Procedures for processing field decisions and Change Orders.
    - h. Procedures for RFIs.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of Record Documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure

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commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
  - c. Review present and future needs of each contractor present, including the following:
    - 1) Interface requirements.
    - 2) Status of submittals.
    - 3) Deliveries.
    - 4) Off-site fabrication.
    - 5) Access.
    - 6) Site use.
    - 7) Temporary facilities and controls.
    - 8) Work hours.
    - 9) Hazards and risks.
    - 10) Progress cleaning.
    - 11) Quality and work standards.
    - 12) Status of RFIs.
    - 13) Proposal Requests.
    - 14) Change Orders.
    - 15) Pending changes.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013300 - 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 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 2. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
- 3. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 4. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.

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 FORMATS

A. Submittal Information: Include the following information in each submittal:

- 1. Project name.
- 2. Date.

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3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. 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. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- 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.

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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 10 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 14 days for initial review of each submittal.
  
- 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.

#### 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  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.

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- 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. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Samples: Submit Samples for review of type, 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.
  3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
  4. Web-Based Project Management 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. 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.
  6. 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.
  7. 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

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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.
  - 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.
  
- C. 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.
  
- D. 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.
  
- E. 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.
  
- F. 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 AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

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G. 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 substrate preparation and primers required.
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.

1.7 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.



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1.8 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
  - 1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.
  - 2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
    - a. Actions taken by indication on Project management software website have the following meanings:
- B. Informational Submittals: Architect and Construction Manager 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 013300

## SECTION 013516 - ALTERATION PROJECT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes special procedures for alteration work.

#### 1.3 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.

- L. Strip: To remove existing finish down to base material unless otherwise indicated.

#### 1.4 COORDINATION

- A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.
  - 1. Schedule construction operations in sequence required to obtain best Work results.
  - 2. Coordinate sequence of alteration work activities to accommodate the following:
    - a. Owner's continuing occupancy of portions of existing building.
    - b. Owner's partial occupancy of completed Work.
    - c. Other known work in progress.
    - d. Tests and inspections.
  - 3. Detail sequence of alteration work, with start and end dates.
  - 4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
  - 5. Use of elevator and stairs.
  - 6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.
- B. Pedestrian and Vehicular Circulation: Coordinate alteration work with circulation patterns within Project building(s) and site. Some work is near circulation patterns and adjacent to restricted areas. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of work. Access to restricted areas may not be obstructed. Plan and execute the Work accordingly.

#### 1.5 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, Architect will conduct conference at Project site.
  - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, specialists, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
  - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
    - a. Alteration Work Subschedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Fire-prevention plan.
    - c. Governing regulations.
    - d. Areas where existing construction is to remain and the required protection.

- e. Hauling routes.
  - f. Sequence of alteration work operations.
  - g. Storage, protection, and accounting for salvaged and specially fabricated items.
  - h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
  - i. Qualifications of personnel assigned to alteration work and assigned duties.
  - j. Requirements for extent and quality of work, tolerances, and required clearances.
  - k. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.
3. Reporting: Architect will record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at monthly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
- 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, each specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of alteration work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to alteration work.
  - 2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
    - a. Alteration Work Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.
    - b. Schedule Updating: Revise Contractor's Alteration Work Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each entity present, including review items listed in the "Preliminary Conference for Alteration Work" Paragraph in this article and the following:
      - 1) Interface requirements of alteration work with other Project Work.
      - 2) Status of submittals for alteration work.
      - 3) Access to alteration work locations.
      - 4) Effectiveness of fire-prevention plan.
      - 5) Quality and work standards of alteration work.
      - 6) Change Orders for alteration work.
  - 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## 1.6 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.
  - 1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed at Project site.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Alteration Work Subschedule:
  - 1. Submit alteration work subschedule within seven days of date established for commencement of alteration work.
- B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.
- C. Alteration Work Program: Submit 30 days before work begins.
- D. Fire-Prevention Plan: Submit 30 days before work begins.

## 1.8 QUALITY ASSURANCE

- A. Specialist Qualifications: An experienced firm regularly engaged in specialty work similar in nature, materials, design, and extent to alteration work as specified in each Section and that has completed a minimum of three recent projects with a record of successful in-service performance that demonstrates the firm's qualifications to perform this work.
  - 1. Field Supervisor Qualifications: Full-time supervisors experienced in specialty work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on-site when specialty work begins and during its progress. Supervisors shall not be changed during Project except for causes beyond the control of the specialist firm.
    - a. Construct new mockups of required work whenever a supervisor is replaced.
- B. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.
- C. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
  2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- D. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- E. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

#### 1.9 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:

1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site.
5. Protect items from damage during transport and storage.

B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures **5 deg F** (3 deg C) or more above the dew point.

- E. Storage Space:
  - 1. Owner will arrange for limited on-site location(s) for free storage of salvaged material. This storage space does not include security for stored material.
  - 2. Arrange for off-site locations for storage and protection of salvaged material that cannot be stored and protected on-site.

#### 1.10 FIELD CONDITIONS

- A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs.
  - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
- B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.
- C. Size Limitations in Existing Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within existing spaces, areas, rooms, and openings, including temporary protection, by **12 inches (300 mm)** or more.

#### PART 2 - PRODUCTS - (Not Used)

#### PART 3 - EXECUTION

##### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  - 3. Erect temporary barriers to form and maintain fire-egress routes.
  - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
  - 5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
  - 6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  - 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
  - 8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.
- B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
  2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
  2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
  3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
- E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
  2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- F. Existing Roofing: Prior to the start of work in an area, install roofing protection.

### 3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
1. Comply with NFPA 241 requirements unless otherwise indicated.
  2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
    - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:



1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
  2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
  3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
    - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    - e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.
- D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

### 3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents

or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

#### 3.4 GENERAL ALTERATION WORK

- A. Have specialty work performed only by qualified specialists.
- B. Ensure that supervisory personnel are present when work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs. Comply with requirements in Section 013233 "Photographic Documentation."
- D. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516

SECTION 01 40 00  
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Monitoring: Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. Perform quality control procedures and inspections during installation.
- B. Standards: 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.
- C. Tolerances: Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate. Comply with manufacturers' tolerances.
- D. Reference Standards: For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- E. Manufacturer's Field Services: When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to perform the following as applicable, and to initiate instructions when necessary.
  - 1. Observe site conditions.
  - 2. Conditions of surfaces and installation.
  - 3. Quality of workmanship

PART 2 PRODUCTS - Not applicable to this Section

PART 3 EXECUTION - Not applicable to this Section

END OF SECTION

SECTION 01 50 00  
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Services: Provide temporary services and utilities, including payment of utility costs including the following.
  - 1. Water (potable and non-potable).
  - 2. Lighting and power.
  - 3. Metering.
  - 4. Telephone.
  - 5. Toilet facilities.
  - 6. Materials storage.
  
- B. Construction Facilities: Provide construction facilities, including payment of utility costs including the following.
  - 1. Construction equipment.
  - 2. Dewatering and pumping.
  - 3. Enclosures.
  - 4. Heating.
  - 5. Lighting.
  - 6. Elevator.
  - 7. Access.
  - 8. Roads.
  
- C. Security and Protection: Provide security and protection requirements including the following.
  - 1. Fire extinguishers.
  - 2. Building enclosure and lock-up.
  - 3. Environmental protection.
  - 4. Pest control during and at the end of construction.
  - 5. Snow and ice removal if applicable.
  
- D. Personnel Support: Provide personnel support facilities including the following.
  - 1. Contractor's field office.
  - 2. Sanitary facilities.
  - 3. Drinking water.
  - 4. Project identification sign.
  - 5. Cleaning.

PART 2 PRODUCTS - Not applicable to this Section

PART 3 EXECUTION - Not applicable to this Section

END OF SECTION

SECTION 01 60 00  
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Manufacturers: Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as acceptable to manufacturers of primary materials.
- B. Product Selection: Provide products selected or equal approved by Architect. Products submitted for substitution shall be submitted with complete documentation and include construction costs of substitution including related work.
- C. Substitutions: Request for substitution must be in writing. Conditions for substitution include:
  - 1. An 'or equal' phrase in the specifications.
  - 2. Specified material cannot be coordinated with other work.
  - 3. Specified material is not acceptable to authorities having jurisdiction.
  - 4. Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.
- D. Substitution Requests: Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples containing substitutions is not an approval of a substitution unless an item is clearly presented as a substitution at the time of submittal.

PART 2 PRODUCTS - Not applicable to this Section

PART 3 EXECUTION - Not applicable to this Section

END OF SECTION

## SUBSTITUTION APPROVAL FORM

**PROJECT:** J.L. Young Lintel Repair and Replacement  
Tampa, Florida  
(23-15960)

Request for substitution **requires burden of proof on Proposer** and constitutes a representation that the submitter:

- |                          |                          |  |
|--------------------------|--------------------------|--|
| Yes                      | No                       |  |
| <input type="checkbox"/> | <input type="checkbox"/> | Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product in all respects.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Will provide the same warranty for the substitution as for the specified product.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Owner.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Certifies that the cost data presented is complete and includes all related cost under this contract except architect's redesign fees and that he waives claims for additional costs or time extension related to the substitution which may subsequently become apparent. |
| <input type="checkbox"/> | <input type="checkbox"/> | Will reimburse Owner and 1919 Architects for review or redesign services associated with re-approval by authorities.   |

Submit three (3) copies of request for substitution for consideration. Limit each request to one proposed substitution. **Substitution Approval Form** must be included with each request. Include product identification, including manufacturer's name and model no.

Submit Itemized comparison of the proposed substitution with product specified; List significant variations. Provide data relating to changes in construction schedule.

Submit list of changes required in other work or products.

**PRODUCT SPECIFIED:**

Manufacturer: \_\_\_\_\_

Model #: \_\_\_\_\_

Cost: \_\_\_\_\_

**PROPOSED SUBSTITUTION:**

Manufacturer: \_\_\_\_\_

Model #: \_\_\_\_\_

Cost: \_\_\_\_\_

**COST DIFFERENCE:** \_\_\_\_\_

\_\_\_\_\_  
Company Name

1919 Architects  
Architect Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved**       **Not Approved**

Comments: \_\_\_\_\_  
\_\_\_\_\_

## SECTION 01 7300 - EXECUTION

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section features general administrative and procedural requirements governing execution of the Work including:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 01 3300 "Submittal Procedures" for submitting reports of surveys.
  - 2. Section 01 7700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
  - 3. Section 07 8400 "Firestopping" for patching penetrations in fire-rated construction.

#### 1.02 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

#### 1.03 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
  - 1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
    - a. Contractor's superintendent.
    - b. Trade supervisor responsible for cutting operations.
    - c. Trade supervisor(s) responsible for patching of each type of substrate.
    - d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.
  - 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

#### 1.04 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- B. Final Property Survey: Submit PDF copy showing the Work performed and record survey data.

#### 1.05 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor legally qualified to practice in jurisdiction where Project is located and who is experienced in providing surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Equipment supports.
    - d. Piping, ductwork, vessels, and equipment.
    - e. Noise- and vibration-control elements and systems.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.



- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.02 PREPARATION**

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 3100 "Project Management and Coordination."

### **3.03 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a registered land surveyor or professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.04 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of [two] <Insert number> permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a registered land surveyor or professional engineer to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.05 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.
  - 1. Comply with Section 01 7700 "Closeout Procedures" for repairing or removing and replacing defective Work.

### **3.06 CUTTING AND PATCHING**

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 1000 "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.

- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.07 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

**3.08 STARTING AND ADJUSTING**

- A. Coordinate schedule for start-up of various equipment and systems
- B. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer. Verify that wiring and support components for equipment are complete and tested.
- C. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions. Require presence of personnel called out in applicable individual specifications Sections.
- D. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- E. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- F. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- G. Manufacturer's Field Service: Comply with qualification requirements in Section 01 4000 "Quality Requirements."
- H. Submit to Architect a written report that equipment or system has been properly installed and is functioning correctly.

**3.09 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
  - 1. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

**3.10 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION**

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 77 00 – Closeout Procedures**

SECTION 017700 - CLOSEOUT 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 Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
  - 2. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

DIVISION 1 – GENERAL REQUIREMENTS

**Section 01 77 00 – Closeout Procedures**

- C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
3. Complete final cleaning requirements.
4. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 77 00 – Closeout Procedures**

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Architect by email to Architect.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.



DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 77 00 – Closeout Procedures**

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
    - i. Vacuum and mop concrete.
    - j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

DIVISION 1 – GENERAL REQUIREMENTS

**Section 01 77 00 – Closeout Procedures**

- k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - l. Remove labels that are not permanent.
  - m. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

END OF SECTION 017700

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 78 23 – Operation and Maintenance Data**

SECTION 017823 - 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. Product maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "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 the following format:
  - 1. Submit on digital media acceptable to Architect by email to Architect. Enable reviewer comments on draft submittals.

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 78 23 – Operation and Maintenance Data**

- C. 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.
- D. Comply with Section 017700 "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, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) 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 or 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 (215-by-280-mm) white bond paper.

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 78 23 – Operation and Maintenance Data**

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 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.

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 78 23 – Operation and Maintenance Data**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 78 39 – Project Record Documents**

SECTION 017839 - 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.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 2. Section 017823 "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 two 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 two set(s) 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 PDF electronic files of scanned record prints and three set(s) of prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
    - c. Final Submittal:

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 78 39 – Project Record Documents**

- 1) Submit record digital data files and three set(s) of record digital data file plots.
  - 2) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy 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.

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.



DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 78 39 – Project Record Documents**

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. 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 paper copy.

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.

DIVISION 1 – GENERAL REQUIREMENTS  
**Section 01 78 39 – Project Record Documents**

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.
1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.7 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 017839

## SECTION 04 2000 - UNIT MASONRY

### PART 1 - GENERAL

#### 1.01 SUMMARY

A. Section Features:

1. Clay face brick.
2. Mortar and grout.
3. Ties and anchors.

B. Related Requirements:

1. Section 07 2510 "Weather Barrier" for membrane behind brick veneer.

#### 1.02 ALLOWANCES

- A. Face brick is part of the Face Brick Allowance specified in Section 01 2100.

#### 1.03 SUBMITTALS

- A. Product Data: For each type of product.
- B. Qualification Data: For testing agency.
- C. Mix Designs: For mortar. Include description of type and proportions of ingredients.
- D. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

#### 1.04 QUALITY ASSURANCE

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in Contract Documents.
- B. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.

### **1.06 FIELD CONDITIONS**

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
1. Extend cover a minimum of 24 inches down both sides of walls, and anchor cover securely in place.
- B. Stain Prevention: Prevent grout, mortar, and soil from staining exposed face of masonry. Immediately remove grout, mortar, and soil that come in contact with such masonry.
1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  2. Protect sills, ledges, and projections from mortar droppings.
  3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

## **PART 2 - PRODUCTS**

### **2.01 UNIT MASONRY, GENERAL**

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet of a walking surface.

### **2.02 BRICK**

- A. Clay Face Brick: Facing brick complying with ASTM C 216.
1. Grade: SW.
  2. Type: FBX, FBS, HBX or HBS.
  3. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested according to ASTM C 67.
  4. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
  5. Size: Emperor 4" x 4" x 16".

### 2.03 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
  - 1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: NOT allowed.
- E. Mortar Cement: NOT allowed.
- F. Aggregate for Mortar: Washed natural sand or crushed stone meeting ASTM C 144.
- G. Water: Potable.

### 2.04 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.
- B. Adjustable Masonry-Veneer Anchors: Provide anchors that allow vertical adjustment but resist a 100-lbf load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch.
  - 1. Finish: Galvanized with 2.00 oz per sq ft zinc coatings per ASTM A 153, class B2.
- C. Attachment: Carbon steel screws, #12 size or larger, having a composite zinc-polymer coating or a zinc coating meeting ASTM B 695 (NOT B 633) furnished with loose neoprene/EPDM washers.

### 2.05 EMBEDDED FLASHING MATERIALS

- A. Flexible Flashing: Use[ **one of**] the following unless otherwise indicated:
  - 1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 40 mils.
    - a. Advanced Building Products, Inc.; Strip-N-Flash
    - b. Accessories: Provide preformed corners, end dams, other special shapes, stainless steel drip edge, and seaming materials produced by flashing manufacturer.
- B. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- C. Termination Bars for Flexible Flashing: Stainless steel bars 0.075 inch by 1 inch.

## **2.06 MISCELLANEOUS MASONRY ACCESSORIES**

- A. Weep/Cavity Vent Products: Use one of the following:
1. Rectangular Plastic Weep/Vent Tubing: Clear butyrate, 3/8 by 1-1/2 by 4 inches long.

## **2.07 MASONRY CLEANERS**

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

## **2.08 MORTAR AND GROUT MIXES**

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
1. Do not use calcium chloride in mortar or grout.
  2. Use portland cement-lime mortar.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification, Type N.

# **PART 3 - EXECUTION**

## **3.01 EXAMINATION**

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
  2. Verify that foundations are within tolerances specified.
  3. Verify that reinforcing dowels are properly placed.
  4. Verify that substrates are free of substances that impair mortar bond.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## **3.02 INSTALLATION, GENERAL**

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested according to ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

### 3.03 TOLERANCES

#### A. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet or 1/2-inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.

#### B. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

### 3.04 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

- D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- E. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- F. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.

### 3.05 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick as follows:
  - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
  - 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
  - 3. Bed webs in mortar in grouted masonry, including starting course on footings.
  - 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
  - 5. Fully bed units and fill cells with mortar at anchors and ties as needed to fully embed anchors and ties in mortar.
- B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- C. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.
- D. Cut joints flush where indicated to receive air barriers unless otherwise indicated.

### 3.06 CAVITY WALLS

- A. Bond wythes of cavity walls together [using one of the following methods] [as follows]:
  - 1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 4.5 sq. ft. of wall area spaced not to exceed 36 inches o.c. horizontally and 16 inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches of openings and space not more than 36 inches apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches o.c. vertically.
    - a. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) ties.
    - b. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable-type (two-piece-type) ties to allow for differential movement regardless of whether bed joints align.
- B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.
- C. Parge cavity face of backup wythe in a single coat approximately 3/8 inch thick. Trowel face of parge coat smooth.
- D. Installing Cavity Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining



obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.

1. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

### **3.07 FLASHINGS AND VENTS**

A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
2. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
4. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.

C. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.

1. Use specified weep/cavity vent products to form weep holes.
2. Use wicking material to form weep holes above flashing under brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
3. Space weep holes 24 inches o.c. unless otherwise indicated.

D. Install cavity vents in head joints in exterior wythes at spacing indicated. Use specified weep/cavity vent products to form cavity vents.

1. Close cavities off vertically and horizontally with blocking in manner indicated. Install through-wall flashing and weep holes above horizontal blocking.

### **3.08 FIELD QUALITY CONTROL**

A. Testing Prior to Construction: One set of tests.

B. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.

C. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C 67 for compressive strength.

D. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.

E. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.

### 3.09 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
  - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
  - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
  - 5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
  - 6. Clean stone trim to comply with stone supplier's written instructions.
  - 7. Clean limestone units to comply with recommendations in ILI's "Indiana Limestone Handbook."

**END OF SECTION**

## SECTION 05 5000 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Loose lintels.
- B. Related Requirements:
  - 1. Section 04 2000 "Unit Masonry" for installing loose lintels.

#### 1.02 COORDINATION

- A. Coordinate installation of metal fabrications that are anchored to or receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### 1.03 SUBMITTALS

- A. Product Data: For shop paint.
- B. Shop Drawings: Show fabrication and installation details of each item. Show anchorage and accessory items.
- C. Delegated-Design Submittal: Include analysis data signed and sealed by the professional engineer responsible for preparation, indicating compliance with performance requirements and design criteria,
- D. Qualification Data: For professional design engineer.

#### 1.04 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Field Measurements: Verify by field measurements before fabrication actual locations of walls and other construction contiguous with metal fabrications.

### PART 2 - PRODUCTS

#### 2.02 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span, but not less than 8 inches unless otherwise indicated.
- D. Prime loose steel lintels located in exterior walls with zinc-rich primer.

#### 2.03 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
  - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
- B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.
- C. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
  - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION, GENERAL**

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

**END OF SECTION**

## SECTION 07 9200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Features:
  - 1. Silicone joint sealants.
  - 2. Urethane joint sealants.
  - 3. Mildew-resistant joint sealants.
  - 4. Butyl joint sealants.
- B. Related Requirements:
  - 1. Section 04 4200 Unit Masonry.
  - 2. Section 05 5000 Metal Fabrications.

#### 1.02 SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

#### 1.03 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five-year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

A. Silicone Sealants:

1. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
2. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
3. BASF Construction Chemicals-Building Systems: [www.chemrex.com](http://www.chemrex.com).
4. Tremco, Inc: [www.tremcosealants.com](http://www.tremcosealants.com).
5. Substitutions: See Section 01 6000 - Product Requirements.

B. Polyurethane Sealants:

1. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
2. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
3. BASF Construction Chemicals-Building Systems: [www.chemrex.com](http://www.chemrex.com).
4. Tremco, Inc: [www.tremcosealants.com](http://www.tremcosealants.com).
5. Substitutions: See Section 01 6000 - Product Requirements.

C. Butyl Sealants:

1. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
2. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
3. Tremco, Inc: [www.tremcosealants.com](http://www.tremcosealants.com).
4. Substitutions: See Section 01 6000 - Product Requirements.

D. Acrylic Emulsion Latex Sealants:

1. Bostik Inc: [www.bostik-us.com](http://www.bostik-us.com).
2. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
3. BASF Construction Chemicals-Building Systems: [www.chemrex.com](http://www.chemrex.com).
4. Tremco, Inc: [www.tremcosealants.com](http://www.tremcosealants.com).
5. Substitutions: See Section 01 6000 - Product Requirements.

### 2.02 SEALANTS

A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.

B. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.

1. Color: Standard colors matching finished surfaces.
2. Product: Dymonic manufactured by Tremco.
3. Product: Dynatrol manufactured by Pecora.
4. Product: Sonolastic NP manufactured by BASF.
5. Applications: Use for:
  - a. Control, expansion, and soft joints in masonry.
  - b. Joints between concrete and other materials.
  - c. Joints between metal frames and other materials.
  - d. Other exterior joints for which no other sealant is indicated.

- C. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
  - 1. Product: JS-773 manufactured by Tremco.
  - 2. Applications: Use for:
    - a. Concealed sealant bead in sheet metal work.
    - b. Concealed sealant bead in siding overlaps.

### **2.03 JOINT-SEALANT BACKING**

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

### **2.04 MISCELLANEOUS MATERIALS**

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Verify that substrate surfaces are ready to receive work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
  - 2. Protect elements surrounding the work of this section from damage or disfigurement.
  - 3. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant
  - 4. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of such to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Masonry.
  - 5. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.03 INSTALLATION

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer rods to provide proper cross-section of sealant.
  - 1. Provide profile of:
    - a. Width/depth ratio of 2:1.
    - b. Neck dimension no greater than 1/3 of the joint width.
    - c. Surface bond area on each side not less than 75 percent of joint width
  - 2. Do not leave gaps between ends of sealant backings.
  - 3. Do not stretch, twist, puncture, or tear sealant backings.
  - 4. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where backer rods are not used between sealants and backs of joints.



- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
  - 4. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
  
- F. Tooling: Immediately after application of a non-sag sealant and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Use tooling agents that do not discolor sealants or adjacent surfaces.
  - 2. Provide concave joint profile per Figure 8A in ASTM C 1193.

#### **3.04 CLEANING**

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and materials approved in writing by manufacturers of joint sealants and of products adjacent to sealants.

#### **3.05 PROTECTION**

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

**END OF SECTION**

SECTION 09 9113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
  - 1. Steel.
  - 2. Galvanized metal.
- B. Related Requirements:
  - 1. Section 051200 "Structural Steel Framing" for shop priming of metal substrates with primers specified in this section.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, **8 inches** (200 mm) square.
  - 2. Label each coat of each Sample.
  - 3. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used,

product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: **1 gal. (3.8 L)** of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:

1. Product name and type (description).
2. Batch date.
3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than **45 deg F (7 deg C)**.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between **50 and 95 deg F (10 and 35 deg C)**.

- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than **5 deg F (3 deg C)** above the dew point; or to damp or wet surfaces.

- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

- D. Hazardous Materials: Hazardous materials including lead paint **[are] [may be]** present in buildings and structures to be painted. A report on the presence of known hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified.
2. Perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide [Sherwin-Williams Company \(The\)](#);
- B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:
  1. Products are approved by manufacturer in writing for application specified.
  2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
- C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
  1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

### 2.2 PAINT, GENERAL

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

### 2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.

2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
  1. Report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- C. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  1. SSPC-SP 2, "Hand Tool Cleaning."
  2. SSPC-SP 3, "Power Tool Cleaning."
  3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
  4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- D. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Ferrous Metal, Galvanized-Metal, and Aluminum Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, water based.

- 1) S-W Pro Industrial Pro-Cryl Universal Primer, Pro-Line 801, **5.0 to 10.0 mils** (0.127 to 0.254 mm) wet, **2.0 to 4.0 mils** (0.051 to 0.102 mm) dry.

b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.

c. Topcoat: Light industrial coating, exterior, water based, gloss.

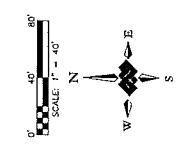
- 1) S-W Pro Industrial Acrylic Gloss Coating, B66-600 Series, at **2.5 to 4.0 mils** (0.064 to 0.102 mm) dry, per coat.

END OF SECTION 099113









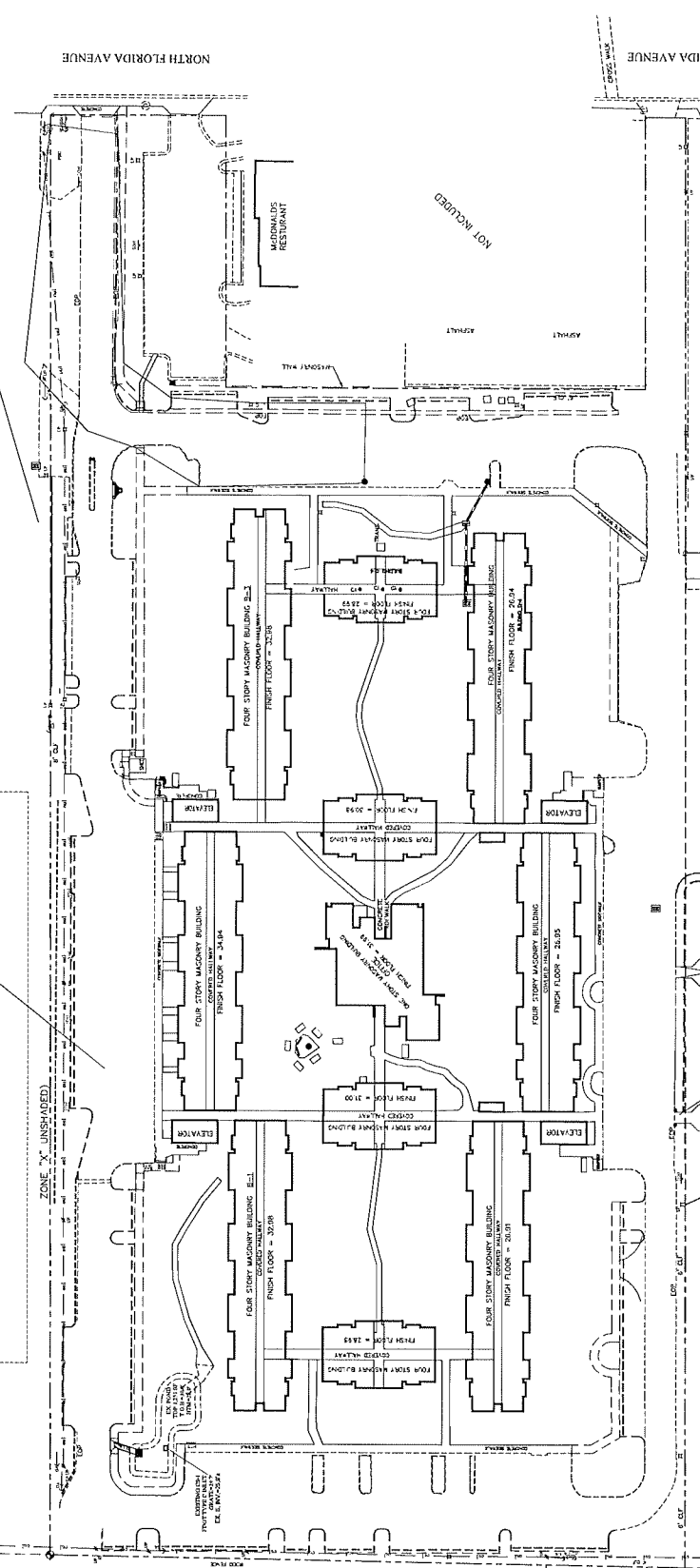
200 W. Waters Ave.  
107,325 SF

48,010 SF

PACKAGE 201

PACKAGE 202

NO ADDRESS THIS AREA



- ### GENERAL NOTES
- SEE PROJECT SPECIFICATIONS ON CLOAKING CO.
  - CONTRACTOR SHALL VERIFY ALL OPENING SIZES AND OTHER EXISTING CONDITIONS PRIOR TO ORDERING MATERIALS.
  - ALL EXISTING MATERIALS TO BE REMOVED SHALL BE PROPERLY DISPOSED AT THE CONTRACTOR'S EXPENSE.
  - ANY EXISTING SURFACES THAT WERE DAMAGED IN THE COURSE OF WORK BY CONTRACTOR SHALL BE REPAIRED AND/OR REFINISHED TO MATCH EXISTING CONDITIONS AND THE FIELD CONDITIONS SHALL BE IMMEDIATELY MARKED UPON TO CONTRACTOR TO COORDINATE WITH USING AGENCY ON LOCATION OR ANY NECESSARY STAGING AREAS WILL WORK IN IN CONJUNCTION WITH THE USING AGENCY.
  - CONTRACTOR SHALL ONLY REPAIR DOORS THAT CAN BE REPAIRED AND NOTIFIED ON DAY WORKING DAY. NO DOORS WITHOUT DOORS. SECURABLE BARRIER DOORS SHALL BE LEFT UNFINISHED.
  - ALL NEW DOORS SHALL BE FULLY OPERATIONAL INCLUDING ANY ADDITIONAL HARDWARE, CITY AND OTHER FUNCTIONALITY.
  - ANY EXISTING ELECTRONIC CARD READERS SHALL REMAIN UNLESS NOTED OTHERWISE.
  - ALL NEW DOORS SHALL BE INSTALLED PER MANUFACTURER'S MEANS, METHODS AND SHALL MEET ALL REQUIRED WARRANTY.
  - ALL NEW DOORS SHALL BE FULLY OPERATIONAL INCLUDING ANY ADDITIONAL HARDWARE, CITY AND OTHER FUNCTIONALITY.
  - DOORS SHALL TAKE PRIORITY OVER STAIRS AT OPENINGS IF THERE IS DOOR OPEN IN ACTUAL OPENING SIZE.

- ### LEGEND OF SYMBOLS
- ENTRANCE/EXIT NOTATION (OPENING)
  - LOCATION OF DOORS TO BE REMOVED/REPLACED - SEE DOOR TYPES AND SCHEDULE ON A-1
  - PICTURE LOCATION (SEE SHEET C-02 FOR PHOTOS)
- DOORS: D, E, H, J AND N ARE BY ALTERNATE BID A-1**

**SITE PLAN**  
SCALE: 1/8" = 1'-0"

C100

J.L. YOUNG UNTEL REPAIR AND REPLACEMENT  
8220 N. FLORIDA AVE  
TAMPA, FL 33604

DATE: 10-20-2023

PROJECT NO: 1919

ARCHITECT: 1919 ARCHITECTS

WWW.1919ARCHITECTS.COM

4000 BAYVIEW DR  
ROSELAND, FL 33517  
813.928.2822

1919 ARCHITECTS

STATE OF FLORIDA

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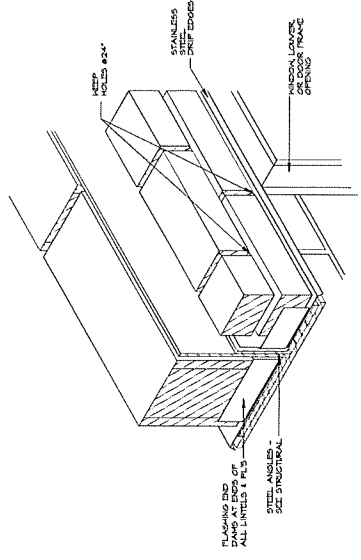
ARCHITECT: 1919 ARCHITECTS

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PROJECT NUMBER	23-19560	DATE	10-20-2023
OWNER	J.L. YOUNG LINTEL REPAIR AND REPLACEMENT 8220 N. FLORIDA AVE TAMPA, FL 33604		
ARCHITECT	1919 ARCHITECTS		
CONSULTANT	BOMBSA22		



1 FLASHING ISOMETRIC DETAIL  
SCALE: N.T.S.

**NOTE A:**  
**LINTEL SURFACE RUST TREATMENT**  
REMOVE CORROSION FROM LINTELS & BRICK SURFACES IN ALL DIRECTIONS. IN ALL DIRECTIONS AND TREAT WITH RUST CONVERTING PRIMER. TO WEATHER SHALL BE PAINTED OVER RUST CONVERTING PRIMER (SEE SPECIFICATIONS).

**NOTE B:**  
**REMOVAL & REPLACEMENT**  
REMOVE BRICK IN APPROX 2' TO 1' ALTERNATING SECTIONS AS EXIST. QUOTE ON NEW LINTEL UNITS SHOWING & DRIP EDGE AND REPLACE EXIST. BRICK TO ADJACENT UNITS. BRICK TO BE LAPPED TO ADJACENT BRICK SECTIONS. LAP ALL FLASHING AND DRIP EDGES 6".

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL VERIFY THE CONSTRUCTION PORTIONS OF THESE BUILDING PLANS AND DETAILS DO NOT REPRESENT "AS-BUILT" DRAWINGS OF ACTUAL EXISTING CONDITIONS, BUT GENERALLY REFLECT THE ORIGINAL CONSTRUCTION DOCUMENTS. BIDDER/CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL CONDITIONS. VERIFY ALL ELEVATIONS, EXTENT OF WORK IN PLACE AND WORK REQUIRED. QUANTITIES, LOCATIONS, CLEARANCES, AND SO ON, OF SUCH SUFFICIENCY TO ENABLE SUBMISSION OF FAITHFUL BIDS AND PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAGING AREAS, MATERIALS, AND TEMPORARY PLACEMENT OF STORES. MATERIALS. ANY DAMAGE TO EXISTING SURFACES AT STAGING AREAS OR AREAS OF OPERATION FOR THE REQUIRED WORK, INCLUDING STRUCTURES, PAVEMENTS, CURBS, AND DRIVEWAYS, SHALL BE REPAIRED OR REPLACED BY THIS CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
2. PROTECT ALL EXISTING ITEMS TO REMAIN FROM DAMAGE BY DESTRUCTION AND NEW WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING AND BRACING REQUIRED TO PERFORM HIS WORK AND IS RESPONSIBLE FOR THE STRUCTURAL INTEGRITY OF THE EXISTING BUILDING.
- 3.
- 4.

**BID FORM****JL Young Window Lintel Replacement****Attention:**

The undersigned, having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the work, and with the Detailed Scope of Work, including the Invitation to Bid; Instructions to Bidders, this Bid Form, the form of the Non-Collusive Affidavit; the form of the General Conditions; the Special Conditions; the Wage Determination, the Technical Specifications, The Construction Drawings, Addenda, if any and any other associated forms or documents thereto, on file in the Office of the Housing Authority, hereby proposes to furnish all labor, equipment, services, licenses, permits and material required, complete with all associated work required by the plans and specifications. Questions concerning bid documents shall be directed to the Housing Authority by e-mailing [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com).

The following principles shall govern the competitive bidding process:

1. The Housing Authority will award the contract to the acceptable Contractor submitting the lowest responsive **Total Base Bid Amount**.
2. In the event an error is made totaling amounts listed on the bid form the award will be made on the basis of amounts correctly extended.
3. Bidders are required to bid on all items requested on the Bid Form. Failure to provide all information requested shall render the bid non-responsive.
4. All questions concerning the bid documents requiring additional information or clarification shall be submitted in writing to THA via e-mail at [bidderquestions@thafl.com](mailto:bidderquestions@thafl.com). All questions will be accepted until **February 13, 2024 at 2:00 p.m.** and responded to in writing with addendum(s) issued to all prospective bidders via the THA website at <http://www.thafl.com/Departments/Contract-n- Procurement/Default.aspx>
5. The Housing Authority reserves the right to activate any alternate bids for a period of sixty days subsequent to the date of contract award.
6. All prices and information required on the bid form must be typewritten or written legibly in ink.

---

**Bid Form**

7. Any stipulations made as to the bidder's bid shall subject the bid to rejection. If bidder wishes to include additional information, bidder may do so with attachments. However, alternate proposals will not be considered unless specifically requested in these specifications.
  
8. Any bidder having a complaint or protest regarding this bid must submit the complaint or protest in writing to the Housing Authority's Contracting Officer eight (8) or more days prior to the date set for opening of bids. Any bidder protesting a bid opening must submit the protest in writing to the contracting officer no later than three (3) days after bid opening for the protest to be considered.

BIDDER agrees to perform all the work described in these Contract documents for the **JL Young Window Lintel Replacement**.

**Total Base Bid Amount:**                      \$ \_\_\_\_\_



**Subcontractor List:** The Housing Authority requires bidders to identify subcontractors that have provided proposals for this bid and who may be considered if the contractor is the bid winner. This list of subcontractors shall demonstrate the level of commitment to achieving the Authority's stated MBE and Section 3 goals. The Authority realizes that firm commitments will not be made by the General Contractor until after the GC is announced as the successful bidder. The subcontractors on the list may therefore be modified by the GC subject to review by the Authority.

Subcontractor Name & Address	Type of Work Classification	Approx. Amount	License #	Ownership (check)		
				MBE	SECT. 3	LOCAL

**ADD ADDITIONAL PAGES AS NECESSARY**

- MBE** - Minority Business Enterprise as defined in Section 00810
- Section 3** - Section 3 Business Concern as defined in Section 00810
- Local** - A business who has a local, City of Tampa or Hillsborough County business office address.



**ADDENDA:**

Bidder hereby acknowledges the following addenda issued during the bidding period:

Addendum # 1 issued, \_\_\_\_\_  
(enter date of addendum, if any)

Addendum #2 issued, \_\_\_\_\_  
(enter date of addendum, if any)

In submitting this bid it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) consecutive calendar days after the opening thereof, or at any time thereafter, before this bid is withdrawn, the undersigned agree to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) consecutive calendar days after the contract is presented to him/her for signature.

DATE \_\_\_\_\_

NAME OF BIDDER

\_\_\_\_\_

SEAL

BY \_\_\_\_\_

TITLE

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

PHONE \_\_\_\_\_

CITY OF \_\_\_\_\_

FEDERAL I.D. NUMBER \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_





**BID BOND**

Bond No: \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Principal)

as **PRINCIPAL** (hereinafter called "Principal"), and

\_\_\_\_\_  
(Name of Surety)

as **SURETY** (hereinafter called "Surety"), are hereby held and firmly bound unto the **HOUSING AUTHORITY OF THE CITY OF TAMPA** (hereinafter called "AUTHORITY") for the penal sum of \_\_\_\_\_ DOLLARS, lawful money of the United States, for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted an accompanying bid dated \_\_\_\_\_, 20\_\_\_\_ for the Project Contract number

\_\_\_\_\_  
(Insert Job Number)

**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 said opening, and shall in 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 Authority in accordance with the bids 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 withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Bid Bond**



In presence of:

\_\_\_\_\_  
(Attest)

\_\_\_\_\_ (Seal)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_ (Seal)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_ Affix Corporate Seal

\_\_\_\_\_  
(Attest:)

\_\_\_\_\_  
(Attest:)

\_\_\_\_\_  
(Corporate Surety)

By \_\_\_\_\_ Affix Corporate Seal

(Power of Attorney for person signing for Surety Company must be attached to bond)

**Bid Bond**

---

---

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the  
Secretary of the corporation named as Principal in the within bond: That

\_\_\_\_\_  
who signed the bond on behalf of the Principal , was then

\_\_\_\_\_  
of said corporation; that I know his/her/hers signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body

\_\_\_\_\_ (Corporate Seal).

This Page is intentionally Left Blank

**END OF BID BOND**

# Representations, Certifications, and Other Statement of Bidders - Public and Indian Housing Programs

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**1. Certificate of Independent Price Determination**

(a) The bidder certifies that -

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder of 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) 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 this 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 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 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 sixty (60) consecutive 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 the 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 certified 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 at least 51 percent Indian is 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 for the Bureau of Indian Affairs and "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:

**11. 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.

**12. 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.

**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)

**END OF HUD FORM 5369-A (11/92)**



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## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data provided must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items requiring additional explanations. This information must be submitted in a separate sealed envelope marked "Bidder's Qualifications" and inserted inside the sealed Bid envelope. In the event your bid is not selected for award, this envelope will be returned to the Bidder unopened.

### SECTION 1: General Information

1. Name of Bidder.
2. Permanent main office address.
3. Date Organized.
4. State in which Bidder is incorporated.
5. Submit your license # for the Contractor's licensing that conforms to the Bid requirements.
6. Number of years you have been engaged in the contracting business under your present firm name.

### SECTION 2: Contracting Experience and Past Performance

7. Describe the general character of work normally performed by your company. *Do not exceed one (1) page.*
8. Provide a schedule of all current contracts,

For each contract provide the following:

- a. Contract title.
  - b. A general description of the work.
  - c. Owner.
  - d. Name of Owner's representative, title, address and phone number.
  - e. Contract amount.
  - f. Contractual start and completion date
  - g. The approximate % and dollar amount of work completed.
  - h. % of work self performed
  - i. Identify any Owner MBE and/or Section 3 contractual goals
  - j. % of work and dollar value performed by MBE and/or Section 3 Contractors
9. Describe any previous experience your firm may have had of a similar nature to this project. (List each project, number of units or square foot demolished, address,

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**Statement of Bidder's Qualifications**

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contract amount, contract duration, name and contact information of owner or owner's representative.

10. Has your firm ever failed to complete any work awarded to you? If so, provide information regarding for whom, where, and why?
11. Has your firm ever defaulted on a contract? If so, provide information regarding for whom, where, and why?
12. Describe your company's senior management involvement in ensuring customer satisfaction. Describe your firm's plan for ensuring customer satisfaction for this contract. *Do not exceed two (2) pages.*
13. Provide any additional information or statements that you feel will demonstrate your firm's ability to successfully manage this contract and multiple trade Subcontractors. Information and statements will be considered with particular attention paid to demonstrate previous experience with regard to mechanical, electrical, and commercial Contracts. *Do not exceed two (2) pages.*

### **SECTION 3: Quality Control Plan**

14. Describe the specific qualifications of each member of your quality control staff. Indicate their levels of authority to redirect or put a stop to work and on what basis. *Do not exceed two (2) pages.*
15. Describe the detailed procedures to be followed by your quality control staff in visiting the sites; documenting the progress and quality of work; directing subcontractors in the correction of deficiencies; and directing work in the event of problems, design changes, change orders, etc. *Do not exceed three (3) pages.*
16. Describe the approach your firm will utilize to inspect work and correct deficiencies prior to Authority staff being informed that the work is ready for inspection. *Do not exceed two (2) pages.*

### **SECTION 5: Subcontractor and Section 3 Utilization/Management**

17. Provide a description of the provisions your firm will institute regarding your bonding and insurance requirements, imposed on your Subcontractors, that will enhance the viability of Subcontract opportunities for small, minority and Section 3 Subcontractors and make such requirements more attainable for said Subcontractors. *Do not exceed one (1) page.*
18. Describe your firm's policy of making progress payments to small, minority and Section 3 Subcontractors that will enhance the viability of Subcontract opportunities with your firm and allow you to maximize your firm's utilization of such businesses. *Do not exceed one (1) page.*

19. Describe your plan for coordinating and controlling Subcontractors (see previous assumptions in the Statement of Bidder’s qualification section of these Contract Documents). Focus specifically on your plan to ensure that subcontractors show up on the job site every day they are scheduled, with appropriate staff and materials, and make reasonable progress. The Authority is particularly interested in a plan that demonstrates capabilities to accomplish the majority of the supervision and management tasks early each workday to minimize elapsed unproductive time. *Do not exceed two (2) pages.*

20. Authority is interested in the Bidder demonstrating past experience in subcontracting to and managing a significant number of trade Contractors. Provide a representative list of Subcontractors you intend to use or solicit bids from during the duration of this contract. For each Subcontractor, list the city and state of its office location. Authority recommends that to demonstrate adequate capability, at a minimum, identify one contractor for each trade area listed below or note your intent to self-perform in that specific trade area. In addition, Authority will give significant attention as to whether or not those listed are local (Tampa metro area) subcontractors, MBE or Section 3 Contractors and if the Bidder has demonstrated experience and/or knowledge of the local and MBE subcontractor market.

a. Trade Areas: Demolition, earthwork, carpentry, concrete, masonry, roofing, painting, flooring, drywall finishing, mechanical/plumbing, electrical, lead paint abatement, and asbestos abatement, final cleaning, hauling, and principal material suppliers.

b. For each trade firm listed in (a) above indicate the most recent project you have worked together on and provide the approximate dates.

c. Provide the information in a table format, similar to the example below:

<u>Trade</u>	<u>Sub Name</u>	<u># of Times Used</u>	<u>MBE</u>	<u>Section 3</u>	<u>Local</u>	<u>Most Recent Project/Date</u>
Demolition	ACME Wrecking	6	X	N/A	Yes	NBH 1999

21. Provide a description of your plan to market subcontract opportunities to the MBE subcontractor community and to market employment opportunities to Section 3 Employees (see Supplemental General Conditions section of these Contract Documents for definition of MBE Contractors, and Section 3 Employees). Provide a summary of any past successes Subcontracting to MBE Subcontractors and hiring Section 3 Employees. For each example cited, provide a brief description and an Owner Contact and phone number so that the Authority may verify the event occurrence and the achievement cited. *Do not exceed three (3) pages.*

22. To demonstrate the ability to meet the requirements of this contract and the service expectations of Authority, the Bidder shall provide audited, or CPA prepared (by a CPA not employed by your firm) Financial Statements for the most recently completed fiscal year (**no later than twelve months ago**).

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**Statement of Bidder’s Qualifications**



Provide evidence of available credit in sufficient amount to complete the requirements of this Contract (typical form would be a letter from a credit source).

**Notarization Requirement**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

The foregoing responses to the Tampa Housing Authority's Statement of Bidder's Qualifications

are sworn or affirmed to be true and correct; by \_\_\_\_\_, who  
Printed Name

is the \_\_\_\_\_ of \_\_\_\_\_  
Title Company Name

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Signature \_\_\_\_\_ Affix Stamp Here:

**END OF STATEMENT OF BIDDER'S QUALIFICATIONS**



**NON COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
(Printed Name)

deposes and says,

That he/she is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

the party making the foregoing proposal or bid is genuine and not collusive or sham; that the 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 or any other bidder, to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Tampa or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

Bidder, if the Bidder is an Individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed & sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**END OF NON COLLUSIVE AFFIDAVIT**



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

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

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

1. The business address of  
(name of Offeror or business) is.
2. My relationship to \_\_\_\_\_ (name of Offeror or business) is  
\_\_\_\_\_(Relationship such as sole proprietor, partner, president,  
vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)



7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print name)

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_





## **Section 3 & MBE Compliance Certification Forms**

### **Section 3 & MBE Compliance Certification Forms**

The certifications herein are to be submitted with the Bid. See Section 00810 – Special Conditions for explanation of Section and MBE Definitions, Policies and Procedures.



**Section 3 & MBE Compliance Certification Forms**

*To Be Submitted For Each New Section 3 Business Subcontract*

**Housing Authority of the City of Tampa  
Section 3 Program**

*Certification for Business Concerns Seeking Section 3 Preference*

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_  
\_\_\_\_\_

Type of Section 3 Business:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Name and Address of Section 3 Resident(s) in 51% Ownership Position:  
\_\_\_\_\_  
\_\_\_\_\_

Attached is the following documentation as evidence of Section 3 status (as appropriate):

For person claiming status as a Section 3 Resident:

- Copy of resident lease with Housing Authority of the City of Tampa
- Copy of receipt of public assistance
- Evidence of participation in public assistance program
- Other evidence, as appropriate

For the Section 3 Business entity as applicable:

- Copy of resident lease with Housing Authority of the City of Tampa
- Assumed business name certificate
- List of Owners/stockholders and % ownership of each
- Organizational chart w/names, titles & functional statement
- Certificate of good standing
- Partnership agreement
- Corporation annual report
- Latest board minutes appointing officers
- Additional documentation

Attested by: \_\_\_\_\_

CORPORATE SEAL

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE CITY OF TAMPA**



**Section 3 & MBE Compliance Certification Forms**

**SECTION 3 PROGRAM**

*Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3 (P&D99-52)*

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

- Is a Section 3 Business concern.**  
A Section 3 Business concern means a business concern:
  1. That is 51% or more owned by Section 3 Resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

**Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts as being undertaken.**

**EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS:**

(Check ALL that apply)

- 
- By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities

By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought

- By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities
- By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.
- Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses
- By developing and utilizing a list of eligible Section 3 business concerns
- By actively supporting and undertaking joint ventures with Section 3 businesses

**EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS:**

(Check ALL that apply)

- By entering into a "first source" hiring agreements with organizations representing Section 3 residents
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- By arranging interviews and conducting interviews on the job site
- By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities

\_\_\_\_\_  
Authorized Signature of the Bidder & Date

**SELECTION 3 AND MBE  
PRE-AWARD COMPLIANCE CERTIFICATION  
(ORED FORM 99-17)**



### Section 3 & MBE Compliance Certification Forms

1. Contractor Name & Address (street, city, zip):	2. Contract Number and Description	3. Dollar Amount of Contract
	4. Contact Person:	5. Phone Number:
	6. Contracting Period:	7. Date Report Submitted:

**Part I: Employment and Training of Section 3 Residents (If Prime Contractor is Section 3 Owned Check Here)**

The employment and training component of Section 3 applies to the prime contractor and all sub-contractors providing construction services and professional services to the Tampa Housing Authority. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts.

**Instructions: Complete items A, B and C and adjoining worksheet**

- A. Total Number of Current Employees? \_\_\_\_\_
- B. Total Number of Anticipated New Hires and Trainees. \_\_\_\_\_
- C. Total Number of Section 3 New Hires & Trainees?  
(the established goal is 30% of Line B) \_\_\_\_\_

Adjoining Worksheet		
(A) Job Category	(B) Number of Anticipated New Hires and Trainees	(C) Number of column (B) that will be Section 3 Residents
Professional		
Technical		
Construction by Trade(list)		
Other (list)		
Total		

**Part II: Subcontract awards – Section 3 and MBE (If Prime Contractor is Section 3 Owned Check Here)**

The contracting component of Section 3 and minority-owned business participation apply to all prime contractors and sub-contractors providing construction services, professional services and supplies to the Tampa Housing Authority's project. It is the responsibility of the prime contractor to enforce the same requirements within any sub-contracts.

**Instructions: All contractors must complete item D. Complete item E for construction contracts only. Complete item F for professional service and supplier contracts only. All contractors must complete item G.**

D. Total dollar amount of all sub-contracts anticipated for this project? \$ \_\_\_\_\_

**Applies to construction contracts only:**

E. Total amount of anticipated Section 3 sub-contract awards? \$ \_\_\_\_\_  
(The established goal is 10% of Line D)

**Applies to professional service contracts and suppliers:**

F. Total amount of anticipated Section 3 sub-contract awards? \$ \_\_\_\_\_  
(The established goal is 3% of Line D)

**Applies to all contracts:**

G. Total amount of anticipated minority-owned business contract awards? \$ \_\_\_\_\_

(The established goal is 20% of Line D) A minority-owned business is an entity that is 51% or more owned and controlled by one or more of the following minority group members: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.

**Part III – Certification**

As a duly authorize representative of the prime contractor, it is hereby agreed that the prime contractor and all sub-contractors will make every effort to achieve at least the minimum levels for compliance with Section 3 and Minority- Owned Business participation goals. It is further understood that the undersigned will enforce and ensure compliance within all subcontracts.

<b>Signature:</b>	<b>Print Name and Title</b>	<b>Date</b>
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# Section 3 Contractor List

Company Name	Services Provided	Contact Name	Company Address	Phone #	Email
3-Vets, Inc.	Construction Painting, Window/Doors Install	Reggie Tim	1907 E. Hillsborough Ave., Suite 101 Tampa, FL 33610	813-237-8387	<a href="mailto:vetlinds@aol.com">vetlinds@aol.com</a>
AIRMAX1, Inc.	A/C Service and Repairs	Eloy Rojas	PO Box 263394 Tampa, FL 33685	813-385-1867	<a href="mailto:Airmax1ac@yahoo.com">Airmax1ac@yahoo.com</a>
American Ecosystems, Inc.	Aquatic Mgmt., Water Treatment	Kevin Youngberg	10460 75 <sup>th</sup> Street Largo, FL 33777	727-545-4404	<a href="http://kry@american-ecosystems.com">kry@american-ecosystems.com</a>
Arcor Trading, Inc.	Painting, Waterproofing	Juan Restrepo Luis Arguello	P.O. Box 4149 Tampa, FL 33677	813-446-3225	<a href="mailto:luisgamin55@gmail.com">luisgamin55@gmail.com</a>
Cablelytics, LLC	Communications, Cable	Floyd Freeman	4607 Limerick Drive Tampa, FL 33610	813-727-6728	<a href="mailto:Ffreeman@cablelytics.com">Ffreeman@cablelytics.com</a>
Campellos Houses Solutions	Cabinets	Jose Campello	2010 Clarice Circle Tampa, FL 33619	813-650-6714	<a href="mailto:Yeidavid1106@gmail.com">Yeidavid1106@gmail.com</a>
Classic Construction Ltd. Co.	GC/Construction	Brian Lodermeier	703 Regency Ct. Tampa, FL 33613	727-421-2845 813-994-3193	<a href="mailto:classicitddd@gmail.com">classicitddd@gmail.com</a>
Classie Ladies' Cleaning Service	General Cleaning Services	Classie McMillen	7495 Somerset Court Palm Harbor, FL 34584	813-856-8092	<a href="mailto:ClassieLadie35@gmail.com">ClassieLadie35@gmail.com</a>
Climatize Air of Florida	A/C Service/Repairs, HVAC, Refrigeration	Marcus Carn	7610 Dragon Fly Loop Gibsonton, FL 33534	813-638-5434	<a href="mailto:climatizeairmkt@gmail.com">climatizeairmkt@gmail.com</a>
Darryl Ward's Painting	Construction Painting	Darryl Ward	35247 Janine Drive Zephyrhills, FL 33541	813-918-3806	<a href="mailto:Dwpllc1@gmail.com">Dwpllc1@gmail.com</a>
Faithful Cleaning Service To The Rescue	Commercial and Residential Cleaning	Michelle Henry	9824 Morris Glen Way Tampa, FL 33637	813-210-3616	<a href="mailto:Faithfulcleaningservice17@yahoo.com">Faithfulcleaningservice17@yahoo.com</a>
Full of Hope Cleaning Services	Construction and Janitorial Cleaning	Hope Terrible	6913 Bon Air Dr., #C Tampa, FL 33617	813-992-5382	<a href="mailto:hterrible@yahoo.com">hterrible@yahoo.com</a>
GraphixT's, Inc.	Screen Printing, Banners	Randy Johnson	10071 Country Road Weeki Wachee, FL 34613	352-600-9170	<a href="http://tees@gpats.com">tees@gpats.com</a>
I. B. B., Inc.	Wall Install, Fencing, Enclosures, Etc.	Donald Burkett	2804 Lutz Lake Fern Rd. Tampa, FL 33558	813-949-4786	<a href="mailto:donb@burint.com">donb@burint.com</a>



Company Name	Services Provided	Contact Name	Company Address	Phone #	Email
Impact Construction Services Div. 1	GC/Construction	Alex Maldonado	4628 Fremont Ter S. St. Petersburg, FL 33711	708-214-9599	<a href="mailto:Alex.m@icsdi.com">Alex.m@icsdi.com</a>
Intex Builders	GC/Construction	David Knight	3800 Gunn Hwy. Tampa, FL 33618	813-205-1892	<a href="mailto:david@intexbuilders.net">david@intexbuilders.net</a>
Johnson & Johnson Janitorial	Janitorial Cleaning, Construction Environmental Services	Janice and Earl Johnson	7901 Bahia Ave. Tampa, FL 33619	813-629-6565	<a href="mailto:Janice.johnson33@verizon.net">Janice.johnson33@verizon.net</a>
Johnson Construction and Hauling	Stucco, Drywall, Professional Painting, Demolition Hauling, Emergency Clean-up/Demo, Asphalt Services, Landscape & Tree Service, Debris Removal	Eugene Johnson	3205 E. 24 <sup>th</sup> Avenue Tampa, FL 33605	813-417-9116	<a href="mailto:johnsonhauling78@gmail.com">johnsonhauling78@gmail.com</a>
On-Line Electrician, LLC	Electrician	Jack Luper	210 W. Powhatan Tampa, FL 33604	813-335-8263	<a href="mailto:On_line_ele@live.com">On_line_ele@live.com</a>
Paramount Trim, Inc.	Carpentry, Doors	Walid Ben Khauffed	7419 Savannah Lane Tampa, FL 33637	813-927-1082	<a href="mailto:paramounttrim@yahoo.com">paramounttrim@yahoo.com</a>
Pastels Child Development Center	Childcare	Spencena Dalmas	PO Box 286 Lakeland, FL 33802	813-900-8176	<a href="mailto:pastelschilddevelopment@gmail.com">pastelschilddevelopment@gmail.com</a>
Pick N Go Property Waste Services	Junk Removal, Dumpster Rental, Demolition Service	Joe Biccum	13575 58 <sup>th</sup> Street N., #173 Clearwater, FL 33760	727-504-4672	<a href="mailto:joeb@pickngowaste.com">joeb@pickngowaste.com</a>
Pipeline Construction, LLC	Site Preparation, Underground Utilities	Christopher Lee	1313 33rd Avenue Tampa, FL 33603	813-927-6646	<a href="mailto:pipelinecontractingllc@yahoo.com">pipelinecontractingllc@yahoo.com</a>
Randall Mechanical, Inc.	Plumbing Services	Paul Welsh	3102 Cherry Palm Dr., Suite 150 Tampa, FL 33619	813-626-6161	<a href="mailto:pwelsh@ramdallmechanical.com">pwelsh@ramdallmechanical.com</a>
Ryman Commercial Roofing, Inc.	Roofing	Christian	36413 SR 54 Zephyrhills, FL 33541	813-526-9695	<a href="mailto:christian@rymanroofing.com">christian@rymanroofing.com</a>
Spotless Cleaning 7, LLC	Janitorial Services, Pressure Wash, Hauling	Tow and Reid	PO Box 11093 Tampa, FL 33680	813-370-3645	<a href="mailto:Spotlesscleaning40@yahoo.com">Spotlesscleaning40@yahoo.com</a>
Sunbelt Constructing Company, LLC	Flooring	Mark Stalsitz	3109 Reseda Court Tampa, FL 33618	813-312-4460	<a href="mailto:sunbelt.mark@gmail.com">sunbelt.mark@gmail.com</a>

Company Name	Services Provided	Contact Name	Company Address	Phone #	Email
SunScape Grounds Maintenance	Landscape, Lawn Maintenance	Demond Bryant	3624 18th Street N. Tampa, FL 33603	813-376-8755 813-247-3100	<a href="mailto:sunscapemgi@verizon.net">sunscapemgi@verizon.net</a>
Universal Contracting Services, Inc.	Drywall, Painting, Carpentry, Pressure Wash	Hadeel Elshehaiy	5008 W. Linebaugh Ave., Suite 13 Tampa, FL 33624	813-966-1508	<a href="mailto:ucs@email.com">ucs@email.com</a>
Z's Fine Furniture, Inc.	Kitchen and Bathroom Cabinets Install and Reface	Gina and Michael Zayas	4401 W. Jean Street Tampa, FL 33614	813-323-3893 813-309-2339	<a href="mailto:mikezcabinets@gmail.com">mikezcabinets@gmail.com</a>
Global 360	Painting	Celestine Obi	P.O. Box 234 Mango, FL 33550	813-400-8562	<a href="mailto:obigloballic@gmail.com">obigloballic@gmail.com</a>
D and R United Cleaning Services Corp.	Cleaning	Dianna Rebeza	1707 Elk Spring Drive Brandon, FL 33511	813-438-5636 407-435-7032	<a href="mailto:Rebazadiana@hotmail.com">Rebazadiana@hotmail.com</a>

For Questions Regarding Section 3, please contact:  
**Yasmin Dilbert, Manager of Construction Services**  
**Tampa Housing Authority, Office of Real Estate Development**  
**5301 W. Cypress Street**  
**Tampa, FL 33607**  
**813-341-9101 ext. 2660**  
**E-mail: [yasmin.dilbert@thaf1.com](mailto:yasmin.dilbert@thaf1.com)**

A searchable list of local MBE (Minority Business Enterprise) certified businesses can be found at the City of Tampa's website here:  
<https://tampa.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tampa&XID=846>  
or at the Hillsborough County website here:  
<https://hillsboroughcounty.diversitycompliance.com/FrontEnd/SEARCHCERTIFIEDIRECTORY.asp>





## Section 3 Applicant List

Name	Address	Email	Eligibility Status	Phone #	Skillset	Date Certified	Expiration Date	Comments
Brittany Williams	12420 N. Florida Ave., Lot 127 Tampa, FL 33612		Arbors	813-853-4653	Construction, Cleaning, General Labor	5/25/2018	5/24/2021	
Ciera Johnson	3723 N. Jefferson St. Tampa, FL 33603		RPV	813-401-7616	Construction, Cleaning, Restaurant	4/12/2021	4/11/2024	
Crystal Moore	6817 N. Habana Ave., #49 Tampa, FL		S8	813-900-6987	CSR, Housekeeping	11/29/2018	11/28/2021	
Zenitha Stewart	10624 Sweet Sapling St. Riverview, FL 33578	<a href="mailto:zenithastewart@gmail.com">zenithastewart@gmail.com</a>	Low Income	813-410-8187	General Laborer, Real Estate, Child Care, Cleaning, Customer Service, Nursing Assistant	4/13/2021	4/12/2024	
Elaine Justice	2509 W. Grace Street Tampa, FL 33607		RPV	813-445-2140	Construction, Security, Cooking, Clean Up	5/25/2018	5/24/2021	
Elana Harris	430 E. Nordica Street Tampa, FL 33603		RPV	813-458-2965	Program Solver, Interpersonal Skills, Behavioral Health Training	11/15/2018	11/14/2021	
Gaikeena Sua	710 S. Castle Court Tampa, FL 33603		Property	813-847-4990		2/21/2018	2/20/2021	
Gariello Nicolas	2813 N. 15th Street Tampa, FL 33605		Public Housing	813-520-0371	General Laborer	7/3/2018	7/2/2021	
Joyce M. Griffin	3211 E. 23rd Avenue Tampa, FL 33605		RPV	813-956-7262	Medical, Janitorial, CS, MGMT, Cashier	5/25/2018	5/24/2021	
Monique Pennington	405 E. Ohio Avenue Tampa, FL 33603		Public Housing	813-850-1996		7/9/2018	7/8/2021	



Name	Address	Email	Eligibility Status	Phone #	Skillset	Date Certified	Expiration Date	Comments
Reva Iman	427 N. Hernandez Ct. Tampa, FL		Robles	813-900-8745	Office, Customer Service, Food Service, Housing Support Services	5/15/2018	5/14/2021	
William Williams	4833 Ashland Drive Tampa, FL 33610		Low Income	813-538-6292	Construction	7/9/2018	7/8/2021	
Nicholas French	1010 Riverplace, #207 Tampa, FL 33603	<a href="mailto:longliveomni@gmail.com">longliveomni@gmail.com</a>	Low Income	813-953-7706	Machine Operator, Certified Fumigation and Dolly Operator	6/11/2019	6/10/2022	
Donnie Malone	11716 N. 17th St., #B Tampa, FL 33612		Low Income	813-297-1235		2/11/2020	2/10/2022	
Kemontrey Lecount	Homeless		JL Young S8	813-720-9990	Warehouse, Trucks	2/11/2020	2/10/2022	
Akbar Jackson	3909 N. 16th Street Tampa, FL 33612		Low Income	813-531-0364	Warehouse, Welding, Forklift, Concrete	2/11/2020	2/10/2022	
Patrick O. Lebranch	5516 Terrain Degolf Dr. Tampa, FL		Low Income	863-623-2146	Laborer, Customer Service	2/11/2020	2/10/2022	
Jason Talavera	12811 Thonotassassa Rd. Dover, FL 33527	<a href="mailto:jasonatalavera1.f@gmail.com">jasonatalavera1.f@gmail.com</a>	Low Income	813-403-3697	Cut Trees, Cut Grass, Asphalt, Kitchen Work	2/11/2020	2/10/2022	
Calvin Pulphus	4213 Union Street Tampa, FL 33607		Low Income	813-327-1567	Drafting, Architecture	2/11/2020	2/10/2022	
Donnie H. Adams	10771 Ranfield Drive Riverview, FL 33579		Low Income	727-977-6349	Laborer, Customer Service	2/11/2020	2/10/2022	
Julius Snell	5631 Casino Drive Tampa, FL 34690		Low Income	727-612-8758	Construction, Welding, Labor, Roofing, Concrete	2/11/2020	2/10/2022	
Anthony Vaughn	9308 Ashley Oaks Ct. Tampa, FL 33610		Low Income	813-297-9346	Drywall	2/11/2020	2/10/2022	
Gary Cassell	803 Woodcarver Lane Brandon, FL 33510	<a href="mailto:gcassell83@icloud.com">gcassell83@icloud.com</a>	Low Income	813-679-9460		2/11/2020	2/10/2022	
Donald Washington	9205 Robbie Court, #2 Tampa, FL 33617	<a href="mailto:mr.washington196@gmail.com">mr.washington196@gmail.com</a>	Low Income	813-993-3786	Customer Service	2/11/2020	2/10/2022	

Name	Address	Email	Eligibility Status	Phone #	Skillset	Date Certified	Expiration Date	Comments
Jartaqaron Williford	4719 Bullock Court Tampa, FL 33624	<a href="mailto:jd.williford1@gmail.com">jd.williford1@gmail.com</a>	Low Income	678-499-6088	Marketing, Mentor, Program Manager, Event Planner	1/11/2020	2/10/2022	Resume On File
Dorothy Gay	5025 E. Sligh Ave., #B Tampa, FL 33617	<a href="mailto:dgv77973@gmail.com">dgv77973@gmail.com</a>	Low Income	813-415-1899	Customer Service	2/11/2020	2/10/2022	Resume On File
Stephanie D. Spoto	709 E Robson Street Tampa, FL 33604		Low Income	813-562-3695	Food Service, Clerical, Coordinator, Administrative	2/11/2020	2/10/2022	
Seven Henderson	2340 Dovesong Tace Dr. Ruskin, FL 33507		Low Income	802-922-6692		2/11/2020	2/10/2022	
Djons Antoine	PO Box 220588		Homeless	813-384-0405	Customer Service, Framing, Caulking, Finisher Painter	2/11/2020	2/10/2022	
Aaron Acosta	1215 E. 15th Avenue Tampa, FL 33605		Low Income	813-947-4377		2/11/2020	2/10/2022	
Edwin Cruz	12502 Forest Lane Dr. Tampa, FL 33624		Low Income	215-807-9774	Heavy Equipment Operator	2/11/2020	2/10/2022	
Jose Alonso	5807 Blossom Avenue Tampa, FL 33614		Low Income	813-727-2843		2/11/2020	2/10/2022	
Kaula Relyea	923 Cape Cod Circle Valrico, FL 33594		Low Income	607-220-9763	Carpenter	2/11/2020	2/10/2022	
Charles A. Harrilal	11803 Newberry Grove Loop Riverview, FL 33579		Low Income	813-566-2553	Supervisor, Construction Industry, OSHA Certified, Forklift, Scaffolding, Power Tool Training, Project Management	2/11/2020	2/10/2022	
Oluyemi Felix Akinto	7814 BallyMoney Road Tampa, FL 33610	<a href="mailto:akintofelix@yahoo.com">akintofelix@yahoo.com</a>	Low Income	813-296-0669	Forklift Operator, Industrial Truck Operator	2/11/2020	2/10/2022	



Name	Address	Email	Eligibility Status	Phone #	Skillset	Date Certified	Expiration Date	Comments
Jose De Jesus	8220 N. Florida Ave., #387 Tampa, FL 33604	<a href="mailto:jalexanderm2@gmail.com">jalexanderm2@gmail.com</a>	Low Income	813-367-6065	Human Resources Manager, Compliance Director, Store Manager	2/11/2020	2/10/2022	
Courtney Martin	3809 N. Jefferson St. Tampa FL 33603	<a href="mailto:cmuo6688@gmail.com">cmuo6688@gmail.com</a>	Section 8	813-410-6220	Cashier, Food Service	2/27/2020	2/27/2022	
Christopher Manuel	3413 East 33rd Avenue Tampa, FL 33610		Food Stamp	863-212-2005		4/3/2020	4/3/2022	
Tyron Elleby	2806 E. Anthony St., #A Tampa, FL 33619	<a href="mailto:tyronelleby@gmail.com">tyronelleby@gmail.com</a>	Food Stamp	203-902-2061		4/3/2020	4/3/2022	
Da'metrius Walker	2806 E. Anthony St., #A Tampa, FL 33619	<a href="mailto:lizzaldaylong@aol.com">lizzaldaylong@aol.com</a>	Low Income	813-538-584	General Labor Worker, Customer Service	4/3/2020	4/3/2022	Resume On File
Heather Lapradd	5315 Pickron Road, Lot 7 Tampa, FL 33610	<a href="mailto:heatherlapradd1967@gmail.com">heatherlapradd1967@gmail.com</a>	Food Stamp	813-459-1041		4/16/2020	4/16/2022	
Jennifer Lanphar	3113 Huron Avenue Oldsmar, FL 34677	<a href="mailto:jenniferlanphar@yahoo.com">jenniferlanphar@yahoo.com</a>	Low Income	727-967-2213	Layout Assitant	6/2/2020	6/2/2022	
Justin Tribert	4637 Mariner Blvd. Springhill, FL 34609	<a href="mailto:jtribert2013@gmail.com">jtribert2013@gmail.com</a>	Low Income	239-530-8903	Lead Supervisor	6/2/2020	6/2/2022	
Miguel Crespo	1929 12th Street Largo, FL 33778	<a href="mailto:crespomgl@msn.com">crespomgl@msn.com</a>	Low Income	727-269-1820		6/2/2020	6/2/2022	
Peter Bowen	3340 Shell Point Road Ruskin, FL 33570	<a href="mailto:petebowen843@gmail.com">petebowen843@gmail.com</a>	Low Income	920-365-6046		6/2/2020	6/2/2022	
Ted Velasquez	37429 Harper Drive Zephyrhills, FL 33541		Low Income	352-457-4603	Superintendent	6/2/2020	6/2/2022	
Rafael Hernandez Garcia	1019 W Beacon Ave. Tampa, FL 33614	None	Low Income	813-635-8551		6/9/2020	6/9/2022	
Yurisbel Fleites-Portal	4721 N. Hesperides St., #2 Tampa, FL 33614	None	Low Income	813-452-7536		6/9/2020	6/9/2022	
Anthony Castillo	29410 Crossland Drive Wesley Chapel, FL 33543	<a href="mailto:anthonyhcastillo@gmail.com">anthonyhcastillo@gmail.com</a>	Low Income	813-618-1879		6/9/2020	6/9/2022	
Ashley Valentin	7331 Ibis Drive Lakeland, FL 33810	<a href="mailto:ashley.valentin98@hotmail.com">ashley.valentin98@hotmail.com</a>	Low Income	939-404-0893		6/9/2020	6/9/2022	

Name	Address	Email	Eligibility Status	Phone #	Skillset	Date Certified	Expiration Date	Comments
Shahveer Hashm	2706 King Surrey Court Valrico, FL 33596	<a href="mailto:shahveer@cesarglassinc.com">shahveer@cesarglassinc.com</a>	Low Income	813-842-7118		6/22/2020	6/22/2022	
Adailton Garcia	11319 Riverview Drive Riverview, FL 335478		Low Income	813-545-4215		6/22/2020	6/22/2022	
Estanislao Valladares	4018 Fawn Circle Tampa, FL 33610		Low Income	240-938-7057		6/22/2020	6/21/2022	
Jose Pedraza	3814 Pinedale Street Brandon, FL 33511		Low Income	813-382-9557		6/22/2020	6/21/2022	
Samuel Zavala	3814 Pinedale Street Brandon, FL 33511		Low Income	813-375-2052		6/22/2020	6/21/2022	
Cesar Gomez	218 Skywood Drive Valrico, FL 33594	<a href="mailto:cesarglass@tampabayrr.com">cesarglass@tampabayrr.com</a>	Low Income	<a href="tel:919-196-3341">919-196-3341</a>		6/22/2020	6/21/2022	
Juan Mora	723 Cape Cod Circle Valrico, FL 33544	<a href="mailto:antonmoru95@gmail.com">antonmoru95@gmail.com</a>	Low Income	720-789-9115		6/22/2020	6/21/2022	
Michael Rosario	14698 Coronado Drive Springhill, FL 34609	<a href="mailto:michaelrosario355@gmail.com">michaelrosario355@gmail.com</a>	Low Income	352-584-2098		6/22/2022	6/21/2022	
Ricardo Morena	218 Skywood Drive Valrico, FL 33594		Low Income	919-763-7566		6/22/2020	6/21/2022	
Tavaris Mitchell	3814 N. Avon Avenue Tampa, FL 33603		Low Income	813-327-0230	Computer Repair, Cable Installation, PVDL, Customer Service	7/22/2020	7/21/2022	
Ramiro Munguia	10303 Celtic Ash Drive Ruskin, FL 33573		Low Income	941-301-5011		6/22/2020	6/21/2022	
Mark Isaac	2606 N. Boulevard Tampa, FL 33602		Food Stamp	813-970-3695		7/1/2020	6/30/2022	



**PERFORMANCE BOND FORM**

**KNOW ALL MEN BY THESE PRESENTS:**

That

\_\_\_\_\_

As Principal, and \_\_\_\_\_

a corporation of the State of \_\_\_\_\_, as  
Surety, are held and firmly bound unto the HOUSING AUTHORITY OF THE CITY OF TAMPA,  
as Obligee, in the amount of \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) for the payment thereof Principal and Surety bond themselves, their

heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
present.

**WHEREAS,** \_\_\_\_\_ Principal has, \_\_\_\_\_ by \_\_\_\_\_ written \_\_\_\_\_ agreement  
dated \_\_\_\_\_, 20\_\_\_\_,

entered into a contract with Obligee or \_\_\_\_\_

in accordance with Contract Documents prepared by THE HOUSING AUTHORITY OF THE CITY  
OF TAMPA, which Contract is, by reference, made a part hereof and is hereinafter referred to as  
the Contract.

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal shall  
faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay  
all obligation arising there under, and shall fully indemnify and save harmless the OWNER from  
all cost and damage which the OWNER might suffer by reason of the failure of the Principal to do  
so, and shall fully reimburse and repay to the OWNER all costs, damages, and expenses which  
the OWNER may incur, making good any default by the Principal, and shall promptly make  
payment to all persons supplying labor, equipment, or materials for use in the prosecution of the  
Work, whether by subcontractor or otherwise, and including all insurance premiums on said Work  
as provided for in such Contract, then this obligation shall be null and void; otherwise, it shall  
remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will  
be held harmless from any liens, claims, demands, or obligations in conjunction with materials or  
services provided with respect to this Contract. This Bond shall remain in effect for a period of  
one year from the date of final acceptance.



The OWNER may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor, shall have the right to sue on this bond, in the name of the OWNER, for his/her use and benefit.

**ATTEST**

\_\_\_\_\_  
Contractor

\_\_\_\_\_

BY: \_\_\_\_\_

Secretary

Title

\_\_\_\_\_  
Surety

(SEAL)

\_\_\_\_\_

BY: \_\_\_\_\_

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



PAYMENT BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1)

\_\_\_\_\_

a(2) \_\_\_\_\_

organized under the law's of the State of \_\_\_\_\_ hereinafter authorized to do business in the State of (3) \_\_\_\_\_, and (4) \_\_\_\_\_ as Surety

are held and firmly bound unto HOUSING AUTHORITY OF THE CITY OF TAMPA, hereinafter called the OWNER, in accordance with a referred to, in the penal sum of

(5) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto the said OWNER, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with the OWNER, dated,

\_\_\_\_\_ 20\_\_\_\_\_ for work designated as

\_\_\_\_\_

Located in \_\_\_\_\_, in conformity with Contract Documents hereby referred to and made a part hereof, the same, to all intents and purposes, as if written at length herein, in which Contract the said Principal has contracted to perform the Work specified in said Contract in accordance with the terms thereof.

- (1) Contractor
(2) Corporation. Partnership or Individual
(3) State in which project is located
(4) Surety
(5) 100 percent of the Contract

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all

FY2014/2015



**Payment Bond Form**

obligations arising there-under, and shall fully indemnify and save harmless the OWNER from all cost and damage which the OWNER might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the OWNER all costs, damages, and expenses which the OWNER may incur, making good any default

by the Principal, and shall promptly make payment to all persons supplying labor, equipment or materials for use in the prosecution of the Work, whether by subcontractor or otherwise, and including all insurance premiums on said Work as provided for in such Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. The bond shall remain in effect for a period of one year from the date of final acceptance.

The OWNER may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor, shall have the right to sue on this bond, in the name of the OWNER, for his/her use and benefit. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed there-under, or the Contract Documents accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary herein under, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)  
Attest:  
  
\_\_\_\_\_

Contractor:  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

(Seal)  
Attest:  
  
\_\_\_\_\_

Surety:  
BY: \_\_\_\_\_  
Attorney-in-Fact



# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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## 1. Definitions

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

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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**) 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 \_\_\_\_\_ 20 days in advance 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 a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

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

### 30. Suspension of Work

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

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \_\_\_\_\_ 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 \$ \_\_\_\_\_ **\$1,000,000.00**

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 \$ \_\_\_\_\_ **\$1,000,000.00** 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).



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#### 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.

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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.

## **SPECIAL CONDITIONS**

The following conditions modify the “General Conditions of the Contract for Construction/Public and Indian Housing Programs”, Form HUD-5370. Where a portion of the General Condition is modified or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.

### **PROJECT MEETINGS**

Project meetings shall be held **Bi-Weekly** at the site followed by a site inspection. Appropriate representation from the Architect, Contractor, major Sub-contractors and Owner shall be in attendance.

### **CHANGE ORDERS**

An itemized breakdown showing cost and mark up must be submitted with each proposal for change order

Maximum allowable markup (includes indirect cost and profit) on “*direct cost*” will be eight percent (8%).

Maximum allowable markup (includes indirect cost only) on “*amounts proposed from any tier Subcontractor*” will be five percent (5%).

Markup will not be allowed on more than one-tier Subcontractor.

### **SUPERVISION**

The Contractor shall provide a full-time Superintendent who shall be responsible for all phases of work performed under this Contract. The Superintendent shall not perform work with tools except in specific instances when approved by the Housing Authority of the City of Tampa.

### **INSPECTION**

The Housing Authority of the City of Tampa may appoint an Inspector as deemed proper to inspect the work performed under this

Contract for compliance with the Specifications.

The Contractor shall furnish all reasonable assistance required by the Inspector for the proper inspection and examination of the work.

The Contractor shall follow the directions and instructions of the Contract. Should the Contractor object to any order given by any Inspector, the Contractor shall make written appeal to the Contracting Officer for a decision.

The Inspector and other authorized representatives of the Housing Authority of the City of Tampa shall be free at all times to perform their duties and any attempted intimidation of an inspector by the Contractor or by any of his employees shall be sufficient reason, if the Housing Authority of the City of Tampa so decided, to terminate the Contract. Furthermore, such field inspections shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the contract documents. Any work not so constructed shall be removed and made good by the Contractor at Contractor’s own expense.

### **ON-SITE STORAGE**

If, during the course of the contract, the Contractor finds it necessary to place temporary storage trailers containing materials and/or equipment on the Housing Authority property, an on-site area will be designated by the Housing Authority. However, the Housing Authority assumes no responsibility for such stored material, equipment, buildings or trailers.

### **RIGHTS OF ENTRY**

The right to enter on any site of construction or material storage area is reserved by the Housing Authority and all Government agencies involved in any way with the project. Furthermore, a 48 hr advance notice need not be given by the Housing Authority of the City of Tampa for such entry right.

**COMPETENCE OF WORKMEN**

Every worker on any part of this Contract shall be competent to perform the task to which he/she is assigned. Supervision for each crew shall be done by a Foreman or Superintendent that is capable of directing the work. Conditions which require the constant presence of a Housing Authority of the City of Tampa Inspector to assure the quality of the work will not be tolerated. Any worker who does not produce quality workmanship through lack of cooperation or incompetence shall be promptly removed from the job upon written order by the Authority. The judge of quality of workmanship shall be the Housing Authority of the City of Tampa.

**AFFIRMATIVE ACTION REQUIREMENT**

Under Executive Order 11246, as amended, the Housing Authority shall advise all construction-related Contractors and contracts over \$10,000 to document affirmative actions taken to ensure equal opportunity in employment. This documentation is subject to review by the Regional Office of the Department of Labor. As a part of normal contract administration, the Housing Authority will determine compliance with the equal opportunity clause or written affirmative action requirements and will review Contractor performance to ensure that these responsibilities are met.

**RESPONSIBILITIES OF CONTRACTORS AND SUBCONTRACTORS**

All Contractors and Subcontractors on modernization activities are required to take affirmative action to comply with the equal employment opportunity provisions of Executive Order 11246, as amended.

**CONTRACT PERIOD**

The Contractor shall complete all work required under this contract within **120** 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.

The Contractor shall make all specified areas of work available for the Owner's use on the effective date of the Certificate of Substantial Completion. The Contractor will complete and/or correct all of the Work on the Punch List items developed by Owner and/or the Architect within **20** days from the completion date or liquidated damages shall apply.

**LIQUIDATED DAMAGES**

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 THA as liquidated damages, the sum of **\$100** 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 to THA. The Contractor remains liable for damages caused other than by delay.

**MINORITY BUSINESS ENTERPRISE OPPORTUNITY****MBE REQUIREMENTS**

Under Executive Orders 11625 and 12432, the Housing Authority, as part of its Affirmative Action Program, provides every feasible opportunity for minority and women business enterprises to participate in bidding for work. In accordance with the Department of HUD regulation, the Authority is required to establish a goal of awarding at least 20 percent (20%) of the dollar value of construction contracts to Minority Business Enterprises or General Contractors with 20% MBE participation. The contractor shall make regular reports as required by the

Housing Authority to demonstrate that this goal is being met.

### DEFINITIONS

**MBE** means a business that is owned or controlled by one or more socially or economically disadvantaged persons. Such persons include African-Americans, Puerto Ricans, Spanish-Speaking Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish persons, Asian Pacific Americans, and Asian Indians.

**Owned or controlled** by one or more socially and economically disadvantaged person(s), or a for-profit business or nonprofit organization controlled by such person(s), possess at least 51 percent (51%) of the ownership of the business and its management and daily business operations are controlled by such person(s).

**Section 3 business concern** means a business concern, defined as:

- (1) That is 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of a section 3 business concerns.

**Section 3 resident** means:

- (1) A Housing Authority of the City of Tampa public housing resident; or
- (2) An individual who resides within the City of Tampa and who is:
  - i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not

exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

- ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

### Section 3 Cause

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3):

- 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 125.
- 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).
- H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements 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, 25 U.S.C. section 450e(b) when this law is applicable.

**INDEMNIFICATION**

Contractor agrees to save, indemnify, and hold harmless the Authority, its directors, officer, agents, and employees from any and all claims, losses, and expenses (including reasonable attorney's fees), or liability on account of damage of property or injury to or death of persons accruing or resulting to any and all Contractors. Sub-contractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the negligent performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the negligent performance of this Agreement.

**END OF SPECIAL CONDITIONS**



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"General Decision Number: FL20230065 09/29/2023

Superseded General Decision Number: FL20220065

State: Florida

Construction Type: Residential

County: Hillsborough County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or

| the applicable wage rate |  
| listed on this wage |  
| determination, if it is |  
| higher) for all hours |  
| spent performing on the |  
| contract in 2023. |  
|\_\_\_\_\_||\_\_\_\_\_||

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.15 per hour (or the
applicable wage rate listed	
on this wage determination,	
if it is higher) for all	
hours spent performing on	
that contract in 2023.	
\_\_\_\_\_	

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date

0            01/06/2023

1            08/25/2023

2            09/29/2023

\* ENGI0487-032 06/01/2023

Rates            Fringes

POWER EQUIPMENT OPERATOR

Group 1

150 ton lattice, 250 ton

hydro, friction, tower

and luffing cranes, 300+

ft boom.....\$ 39.01            16.85

Group 2

Lattice under 150 ton,

100 ton up to 250 ton

hydro cranes.....\$ 38.01            16.85

Group 3

Cranes not described above.\$ 37.01            16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

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IRON0397-004 07/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 34.00	17.07

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\* SUFL2009-104 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Drywall Hanging, and Form Work.....	\$ 15.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.93 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 18.27	0.00
ELECTRICIAN.....	\$ 12.54 **	0.00
FENCE ERECTOR.....	\$ 14.00 **	0.75
GLAZIER.....	\$ 15.88 **	0.00
INSULATOR: Batt and Blown.....	\$ 12.41 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.25 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 14.53 **	0.00

LABORER: Common or General.....\$ 9.21 \*\* 0.00

LABORER: Mason Tender - Brick...\$ 11.51 \*\* 0.00

LABORER: Mason Tender -  
Cement/Concrete.....\$ 11.29 \*\* 0.00

LABORER: Pipelayer.....\$ 15.14 \*\* 0.00

LABORER: Roof Tearoff.....\$ 9.00 \*\* 0.00

LABORER: Landscape and  
Irrigation.....\$ 10.41 \*\* 0.00

OPERATOR: Asphalt Paver.....\$ 12.40 \*\* 0.00

OPERATOR: Backhoe Loader  
Combo.....\$ 17.04 0.00

OPERATOR: Backhoe/Excavator.....\$ 15.25 \*\* 0.00

OPERATOR: Bulldozer.....\$ 12.67 \*\* 0.00

OPERATOR: Distributor.....\$ 11.41 \*\* 0.00

OPERATOR: Forklift.....\$ 17.50 0.00

OPERATOR: Grader/Blade.....\$ 14.00 \*\* 0.00

OPERATOR: Loader.....\$ 11.50 \*\* 0.00

OPERATOR: Roller.....\$ 10.62 \*\* 0.00

OPERATOR: Screed.....\$ 10.93 \*\* 0.00

OPERATOR: Trackhoe.....\$ 14.81 \*\* 0.00

OPERATOR: Tractor.....\$ 10.20 \*\* 0.00

PAINTER, Includes Brush,  
Roller and Spray (Excludes  
Drywall Finishing/Taping).....\$ 13.59 \*\* 0.00

PLASTERER.....\$ 13.91 \*\* 0.00

PLUMBER.....\$ 12.37 \*\* 0.00

ROOFER, Includes Built Up,  
Modified Bitumen, and Shake &  
Shingle Roofs (Excludes Metal  
Roofs).....\$ 15.97 \*\* 0.00

ROOFER: Metal Roof.....\$ 16.99 0.00

SHEET METAL WORKER, Includes  
HVAC Duct Installation  
(Excludes Metal Roof  
Installation).....\$ 14.82 \*\* 0.00

TILE SETTER.....\$ 16.00 \*\* 0.00

TRUCK DRIVER, Includes Dump

Truck.....\$ 10.22 \*\* 0.00

TRUCK DRIVER: Lowboy Truck.....\$ 12.10 \*\* 0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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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.

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## 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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"