SPECIFICATIONS

PROJECT MANUAL
INCLUDING SPECIFICATIONS
FOR
MANISTIQUE HOUSING COMMISSION
PATIOS
MANISTIQUE, MICHIGAN

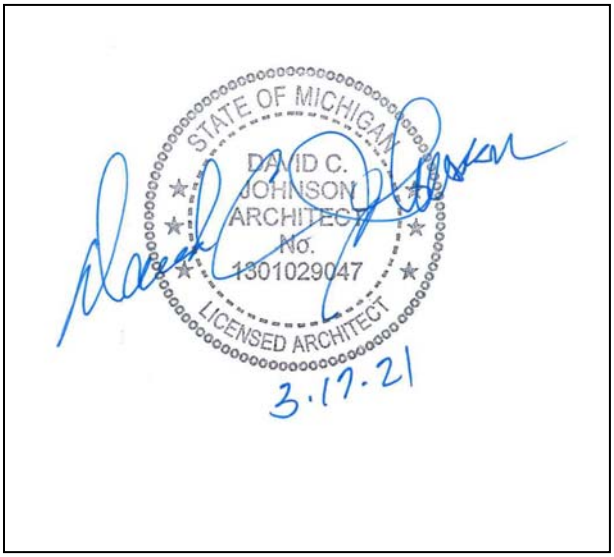
AGL PROJECT NUMBER 2021-003B

ARCHITECT: DAVID JOHNSON

DATE: MARCH 2021

ARCHITECTS GROUP LIMITED

1825 South Webster Avenue, Suite 202
Green Bay, Wisconsin 54301
(920) 432-1232
FAX (920) 432-7283
E-mail: dave@aglgb.com
Website: www.aglgb.com



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PROJECT MANUAL
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FOR
MANISTIQUE HOUSING COMMISSION
PATIOS
MANISTIQUE, MICHIGAN

ARCHITECTS

ARCHITECTS GROUP LIMITED
1825 SOUTH WEBSTER AVENUE, SUITE 202,
GREEN BAY, WISCONSIN 54301

TELEPHONE: (920) 432-1232
FAX: (920) 432-7283

ADDRESS ALL COMMUNICATIONS REGARDING THIS WORK TO THE ARCHITECTS AT THE ADDRESS LISTED ABOVE.

SIGNATURE BLOCK

LOCAL HOUSING AUTHORITY _____

ARCHITECT _____

CONTRACTOR _____

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DIVISION 1-D - INVITATION TO BID

The Manistique Housing Commission will receive sealed bids until April 14, 2021 at 2:00PM local Manistique Michigan time at 400 East Lake Shore Drive, Manistique, Michigan 49854. Sealed bids to be mailed in shall be to the attention of Kathy Schuetter, Executive Director, 400 East Lake Shore Drive, Manistique, Michigan 49854, with the outside of the envelope marked "Apartment Patios". Bids, whether mailed, hand delivered or E-mailed, will not be accepted if received after the above-mentioned time and date. Faxed Bids will not be accepted. Due to the COVID-19 Virus, a public Bid Opening will not be held. E-mailed Bids to be sent to Kathy Schuetter at mhousingdirector@gmail.com. It is the Bidders responsibility to verify with Owner that Bids have arrived by the required date and time.

Work in general shall consist of removing existing window and insulated panel and wall, installing new aluminum door and insulated panel, modifying existing fin pipe radiation system and piping, creating a gypsum board pipe chase, installing a retractable screen, painting. Exterior site work to consist of shrubbery and topsoil removal, new concrete patio, privacy fence, topsoil and grass seed.
Bid received as a single lump sum bid for all work.

Plans and specifications may be examined at the office of the Architect and Manistique Housing Commission and the following Plan Rooms and Builders Exchanges: Delta County Builders Exchange, Iron Mountain-Kingsford Builders Exchange, Marquette Builders Exchange, Traverse City Builders Exchange, Little Traverse City Association of Home Builders (Petoskey, MI)

Complete set of plans and specifications can be obtained from Architects Group Limited, 1825 South Webster Avenue, Suite 202, Green Bay, Wisconsin 54301, Telephone: 920/432-1232 for a refundable deposit of $25.00 and a non-refundable mailing fee of $15.00. All plan deposit checks shall be made out to the Manistique Housing Commission. Non-refundable mailing fee shall be made payable to Architects Group Limited. Plans and Specifications obtained electronically thru Architects Group Limited are no charge.

Bid Form, Bid Bond, Form of Non-Collusive Affidavit, and Representations, Certifications and Other Statements of Bidders forms shall be submitted with bid. Failure to do so may be cause for rejection of bid. Copies of the above-mentioned forms are in the specification book for contractors to make copies of. Written narratives for Section 3 and minority employment to also be furnished with the bid. A bid bond of 5% is required to be submitted with the bid for Bids over $25,000.00 with the bonding company listed in Circular 570. See instructions to bidders for bond requirements. The successful bidder will be required to furnish Material Labor Payment Bond and Performance Bond in the amount of 100% of the Bid along with Insurance Certificate before commencing work.

Each Bidder shall comply completely with Instructions to Bidders and General conditions of the Contract for Construction. This shall include evidence of an Affirmative Action Program, including women and minorities. Follow Executive Order 11246.

Contractors shall comply with minimum salaries listed in the wage rates included in the specification.

The Manistique Housing Commission reserves the right to reject any or all Bids or to waive any informalities in the Bidding.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Manistique Housing Commission.

The requirements of Section 3 of the Housing and Urban Development Act of 1968 apply to this project and to the greatest extent feasible, contractors shall fulfill their obligation to utilize lower income residents as trainees and/or employees. See Supplementary Instructions to Bidders and General Conditions of the Contract for Construction, Article 40, and Division 1-U regarding their responsibilities.

MANISTIQUE HOUSING COMMISSION
400 EAST LAKE SHORE DRIVE
MANISTIQUE, MICHIGAN 49854

BY: KATHY SCHUETTER - EXECUTIVE DIRECTOR

* * * * * *

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

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Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION 1-F - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Article 10a - Assurance of Completion.

   a) Successful contractors shall provide 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.

      The Bonds shall remain in effect for a minimum period of 1 year beyond the substantial completion of the project.

2. The Bid shall be expressed on the Bid Form in both written and numerical form. In case of discrepancy in bid, the written form shall govern.

3. The Bids shall be based upon the contractor furnishing all equipment, labor, and materials outlined in the applicable technical sections for a complete and fully functional installation. If the Bid Form has spaces for Alternate Bids, Bidder shall state amount to add to or deduct from Base Bid for making the changes.

4. All Contractors shall be licensed to do work in the State of Michigan per MCL 339.2401 ET SEQ. Contractors shall write license number on Bid Form.

5. Each Prime Bidder shall provide with the bid a written narrative on how they anticipate meeting the goal of minimum 20% minority involvement in this project and a narrative on how the Section 3 Requirements will be met.

6. Section 3 Requirements: (See Article 40 of the General Conditions of the Contract for Construction).

7. Bids will be awarded based upon the low qualified and responsive Base Bid and selected Alternate Bids which is in the best interest of the Owner.

* * * * * *

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DIVISION 1-G - WAGE RATES

The following is the latest U.S. Department of Labor Wage Determinations.

This may be used as a guide for bidding purposes, but the Wage Rates in effect at time of contract signing are those which will prevail.

Any prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to an employee in any trade or 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 either of the following occurs:

(i) Such non-federal prevailing wage rate exceeds (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq.) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor or a DOL-recognized State Apprenticeship agency; or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or

(ii) Such non-federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Wage Rates following consist of the following:

DECISION NUMBER

MI20210007
Dated 1/15/2021
Modification Number 1

* * * * * *

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"General Decision Number: MI20210007 01/15/2021

Superseded General Decision Number: MI20200007

State: Michigan

Construction Type: Residential

Counties: Alger, Baraga, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties in Michigan.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021

BRMI0006-003 05/01/2020

	Rates	Fringes
BRICKLAYER	$ 19.82	22.46

CARP1510-004 06/01/2020

	Rates	Fringes
CARPENTER, Includes Drywall Finishing/Taping	$ 17.84	18.28

ELEC0158-008 05/30/2016

MENOMINEE COUNTY (Townships of Ingallston, Melon and Menominee)

	Rates	Fringes
ELECTRICIAN	$ 19.62	10.72

ELEC0219-008 06/01/2016

BARAGA, GOGEBIC, HOUGHTON, KEWEENAW & ONTONAGON COUNTIES

	Rates	Fringes
ELECTRICIAN		
Electrical contracts $180,000 or less	$ 30.18	18.42
Electrical contracts over $180,000	$ 32.38	18.63

ELEC0219-009 06/01/2016

DICKINSON & IRON COUNTIES

	Rates	Fringes
ELECTRICIAN		
Electrical contracts of $180,000 or less	$ 30.18	18.42
Electrical contracts over $180,000	$ 32.38	18.63

ELEC0979-005 06/01/2016

MENOMINEE (All Townships except Ingallston, Melon and Menominee) & SCHOOLCRAFT COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 31.86	18.66

ELEC1070-001 06/01/2016

ALGER, LUCE, MACKINAC & MARQUETTE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.44	18.67

ENGI0325-001 05/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator; Loader; Roller	$ 31.11	24.60

LABO1329-003 05/01/2019

	Rates	Fringes
LABORER		
Common or General; Mason Tender - Cement/Concrete	$ 19.82	5.93

PLUM0111-001 05/28/2018

	Rates	Fringes
PLUMBER (Including HVAC Pipe Installation)	$ 27.70	22.73

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* ROOF0149-002 10/01/2020

	Rates	Fringes
ROOFER	$ 25.50	15.15

SHEE0007-022 06/01/2014

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct and Unit Installation)	$ 16.82	12.41

SUMI2010-005 09/16/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 19.55	6.35
PAINTER: Brush Only	$ 15.09	3.53
PAINTER: Spray	$ 14.36	1.98
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation	$ 18.88	6.10
TRUCK DRIVER: Dump Truck	$ 12.00	1.25

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

==========

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

DIVISION 1-H - BID FORM

BID FOR : FAMILY SITES-REROOFING
MANISTIQUE HOUSING COMMISSION
MANISTIQUE, MICHIGAN

TO THE : MANISTIQUE HOUSING COMMISSION
400 EAST LAKE SHORE DRIVE
MANISTIQUE, MICHIGAN 49854

TIME : 2:00PM, LOCAL MANISTIQUE, MICHIGAN TIME

DATE : APRIL 14, 2021

Gentlemen:

The undersigned, having familiarized (themselves) with the local conditions affecting the cost of the work and with the Contract Documents including Invitation for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, this Bid, the Form of Bid Bond, the Form of Non-Collusive Affidavit, the Form of Contract, the General Conditions, the Special Conditions, the General Scope of Work, the Technical Specifications and the Drawings, and Addenda, issued, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment, utility and transportation services, etc., necessary to perform and complete in a workmanlike manner, all Trades Work which is to fully operational, required under Base Bids for the aforementioned project, all in strict accordance with the Contract Documents prepared by Architects Group Limited, 1825 South Webster Avenue, Suite 202, Green Bay, Wisconsin 54301, March 17, 2021.

BASE BID 1

Provide all labor, materials, and accessories required to provide and complete all work complete as per Plans and Specifications for a complete installation.

THE SUM OF _____ DOLLARS
($ _____)

ALTERNATE BID 1-1

State amount to ADD or DEDUCT from Base Bid 1 to provide and install a wood slat privacy fence.

THE SUM OF _____ DOLLARS
($ _____)

ACKNOWLEDGMENT OF ADDENDA

The following Addenda have been received, are hereby acknowledged and their execution is included in the above proposal amount.

Addenda No. _____ Dated _____ Addenda No. _____ Dated

In submitting this Bid, it is understood that the right is reserved by the Manistique Housing Commission to reject and/or accept any and all Bids in any order. If written notice of the acceptance of the Bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contract is presented to him for signature.

Security in the sum of _____ Dollars ($ _____), in the form of _____ is submitted herewith in accordance with the Specifications.

Attached hereto is an affidavit in proof that the undersigned has not entered any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

The bidder represents that he ( ) has, ( ) has not participated in a previous contract or subcontract subject to the equal opportunity clauses prescribed by Executive Orders 10925, 11114 or 11246, or the Secretary of Labor; that he ( ) has, ( ) has not, filed all required compliance reports; and that representations indicating submission of required compliance reports; signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

Certification of Nonsegregated Facilities. By signing this Bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which 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. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

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

Date _____, 2021.

OFFICIAL ADDRESS:

BY: _____
SIGNATURE
TITLE: _____

ADDRESS:

_____
_____
_____

EMAIL ADDRESS: _____
TELEPHONE NUMBER _____
CELL PHONE NUMBER _____
FAX NUMBER _____
FEDERAL I.D. NUMBER _____
MICHIGAN LICENSE NUMBER _____

LIST OF ITEMS TO BE INCLUDED WITH BID

_____ **BID FORM**
_____ **BID BOND**
_____ **NON-COLLUSIVE AFFIDAVIT**
_____ **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF BIDDERS**
_____ **ADDENDA(S)**
_____ **MINORITY PARTICIPATION LETTER**
_____ **SECTION 3 LETTER**

****

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DIVISION 1-I - BID BOND

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

_____ (Name of Principal) _____

_____ (Name of Surety) _____

as SURETY are held and firmly bound unto Manistique Housing Commission, hereinafter called the "LHA", in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 2021
for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the LHA in accordance with the bid as accepted, and give bond with good and sufficient surety and sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the LHA the difference between the amount specified in said bid and the amount for which the LHA 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-bounden parties have executed this instrument under their several seals this _____ day of _____, 2021, the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____ _____

(Individual Principal) (SEAL)

_____ _____

(Business Address)

_____ _____

(Individual Principal (SEAL)

_____ _____

(Business Address)

Attest:

_____ _____

(Corporate Principal)

_____ _____

(Business Address)

By_____

Affix Corporate Seal

_____ _____

Attest:

_____ _____

_____

(Corporate Surety)

_____

By_____

Affix Corporate Seal

_____ _____

(Power-of-attorney for person signing for surety company must be attached to 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 said bond on behalf of the Principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____(Corporate)
(Seal)

* * * * * *

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DIVISION 1-J - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____
_____, a_____
_____ hereinafter called the principal and the _____ a _____ of the State of _____ hereinafter called the Surety, are held and firmly bound unto _____ in the sum of _____ Dollars ($_____) lawful money of the United States to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seal, and dated this _____ day of _____, 2021.

WHEREAS, the above named principal has entered in a certain contract with The Manistique Housing Commission, Manistique, Michigan, dated the ____ day of _____,2021 (hereinafter called the contract) for furnishing labor and materials to wit: For Patios at Harborview Towers for the Manistique Housing Commission which contract and the plans, specifications, and contract documents for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that, if the principal shall faithfully perform the contract on his part and shall fully indemnify and save harmless the Owner from all cost and damage which it may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default.

AND FURTHER, that if the principal shall pay all persons who have contracts directly with the principal for labor or materials failing which such persons shall have a direct right of action against the principal and surety under this obligation to the Owner's priority.

THEN this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after two years from the day on which final payment under the contract falls due, and

PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the owner or the principal to the other shall not in any way release the principal and the surety or sureties, or either or any of them, their heirs,

executors, administrators, successors, or assigns from their liability hereunder, notice to the surety or sureties of any such alteration, extension or forbearance being hereby waived.

The rate of premium of this bond is $_____ per thousand.

The total amount of premium charged is $_____
.

Signed, Sealed and Delivered _____
(SEAL)
in the presence of: (Principal)

_____ By_____

_____ _____
(Surety)

By_____

* * * * * *

DIVISION 1-K - PAYMENT BOND

KNOW ALL MEN THESE PRESENT, THAT WE _____
_____, a _____
_____, hereinafter called the Principal, and the, a _____
of _____, State of _____
hereinafter called the Surety, are held, and firmly bound unto the Manistique Housing Commission, Manistique, Michigan in the sum of _____
DOLLARS $_____)

lawful money of the United States of America, to the payment whereof, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

Sealed with our seals, and dated this _____ day of _____, A.D. 2021.

WHEREAS, the above Principal has entered into a certain contract with the Manistique Housing Commission, Manistique, Michigan, dated the _____ day of _____, A.D.2021. (Hereinafter called the Contract) For Patios at Harborview Towers for Manistique Housing Commission which contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

AND WHEREAS, this Bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963, same being Section 5.2321 (1) to 5.2321 (11), inclusive, of the Michigan Statutes Annotated.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be made by the Principal to any Subcontractor or by him or any Subcontractors as the same may become due and payable of all indebtedness which may arise from him to a Subcontractor or a party performing labor or furnishing materials or supplies, or any Subcontractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract, then this obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract of any extension of time for the performance of said contract or any other forbearance of the part of either party to the other, shall not in any way release the Principal and the surety or either of their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

The rate of premium on this Bond is $ _____
per thousand.

The total amount of premium charged is $ _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

(SEAL)

(Principal)

_____ BY _____

_____ _____

Surety

_____

* * * * * *

DIVISION 1-L - FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T
(Prime Bidder)

State of _____)ss.
County of _____),
being first duly sworn, deposes and says:

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

Signature of:

_____
Bidder, if the bidder is an Individual;

_____
Partner, if the bidder is a Partnership;

_____
Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this _____ day of_____, 20_____.

My commission expires _____, 20_____.

* * * * * *

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DIVISION 1-M - FORM OF CONTRACT

THIS AGREEMENT MADE THIS _____ day of _____ in the year Two Thousand and Twenty One, by and between the laws of the State of Michigan,_____
hereinafter called the "Contractor", and Manistique Housing Commission, 400 East Lake Shore Drive, Manistique Michigan 49854, hereinafter called the "LHA".

WITNESSETH, That the Contractor and the LHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment, and services and perform and complete all work required, in strict accordance with the Contract Documents dated _____, 2021 For Patios at Harborview Towers. Work for the Manistique Housing Commission, and Addenda thereto numbered _____, and the Drawings referred to therein, all as prepared by Architects Group Limited, 1825 South Webster, Suite 202, Green Bay, Wisconsin 54301.

All work associated with Base Bid ____ shall be completed in ____ consecutive days establishing as the completion date. Liquidated damages of $50/Day will be enforced for each day work extends past the completion date.

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

ARTICLE 2. The Contract Price. The LHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of:

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

a) This Instrument
b) General Conditions
c) Supplementary General Conditions
d) Special Conditions
e) Supplementary Conditions of the Contract for Construction
f) Invitation to Bid
g) Instructions to Bidders
h) Addenda
i) Technical Specification
j) Drawings
k) Supplementary Instructions to Bidders
l) Bid Form
m) Wage Rates
n) Bonds

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

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in four original counterparts, as of the day and year first above written.

ATTEST: _____

(Contractor)

_____ BY _____

_____ TITLE _____

_____

Business Address:

ATTEST:

_____ BY _____

_____ TITLE _____

Business Address:
Manistique Housing Commission
400 East Lake Shore Drive
Manistique, Michigan 49854

(Print or type the names underneath all signatures)

Certifications

I, _____, certify that I am the _____ of the Corporation named
as Contractor herein ; that _____, who signed this Contract on behalf
of the Contractor, was then _____ of said Corporation; that said Contract was duly signed for and on behalf of said Corporation by authority of its governing and is within the scope of its corporate powers.

_____

:Corporate:
:Seal :

_____

_____

* * * * * *

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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. 01/31/2014)

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.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words 'directed", 'required", 'ordered", 'designated", 'prescribed", or words of like import are used, it shall be understood that the 'direction", 'requirement", 'order", 'designation", or 'prescription", of the Contracting Officer is intended and similarly the words 'approved", 'acceptable", 'satisfactory", or words of like import shall mean 'approved by", or 'acceptable to", or 'satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where 'as shown", 'as indicated", 'as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word 'provided" as used herein shall be understood to mean 'provide complete in place" that is 'furnished and installed".

(d) 'Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each

such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) 'As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. 'As-built drawings" shall be synonymous with 'Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
   (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
   (2) Protect the lives, health, and safety of other persons;
   (3) Prevent damage to property, materials, supplies, and equipment; and,
   (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
   (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
   (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it

connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor 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.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

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.

(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.

(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

22. Warranty of Title

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

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

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

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____

Name:

_____

Title:

_____

Date:

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

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

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting

Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in 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:

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 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 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 may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall

be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ _____Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

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

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

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

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $_____ [Contracting Officer insert amount]

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

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

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

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

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

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

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b)agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

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

(a) Minimum Wages.

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

accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(i) Certification of eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds: (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

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DIVISION 1-O - SUPPLEMENTARY GENERAL CONDITIONS

1. In case of conflict between General Conditions and this Division, contact the Architect for his interpretation before bidding.

2. ARCHITECTS FIELD OBSERVATION: The Architect will endeavor to observe and to check work but omissions, failures to provide proper material and failure to perform work correctly are totally the responsibility of the Contractor. The Contractor, not the Owner or Architect, is responsible for determination that all work under his Contract as it proceeds or as complete is performed and installed in accordance with the Drawings and Specifications and governing, regulations. Where laws, codes or standards require supervision or inspection of portions of the "Contractor's work by an Architect, Engineer or other competent or qualified person, it is the Contractor's responsibility to furnish such supervision and/or inspection to the satisfaction of the governing authority and without cost to the Owner. Such requirements shall in no way be the responsibility of the Owner or Architect or his field representative.

3. CO-ORDINATION OF THE WORK

A. The prime contractor shall coordinate all subtrades under his work and shall make all necessary provisions for accommodation of all equipment and fittings into the building and patching if necessary. The prime contractor shall coordinate all material delivery, unloading and storage. These provisions do not however relieve the subcontractors from the responsibility of coordinating all work with the other subtrades.

4. CODES AND STANDARDS - PARAGRAPH 12 ADD THE FOLLOWING:

A. Where codes and standards are referred to, they shall be current approved copies. It shall be the duty of the supplier of any material on this work to submit evidence, if required, that his material is in compliance with the applicable local and state codes and standards, in the method in which the material is used in this project shall be current approved copies.

B. Contractor shall submit his Bid in accordance with plans and specifications. If plans and specifications do not comply with any codes or utility company requirements having jurisdiction, then Contractor shall so note in Bid and have the Bid price to include all work necessary to comply with such codes or utility company regulations, and no extra shall be paid for any work or materials in order to meet requirements of codes or utility company regulations having jurisdiction.

5. COMPLIANCE WITH LAWS

A. Each prime contractor and subcontractor shall assume all responsibility and hold the Architect and the Owner harmless for compliance with all applicable laws, ordinances, rules, regulations and orders of any Public Authority bearing on the performance of the work, including furnishing and installing of all labor and materials.

B. Each prime contractor and subcontractor, including all employees, shall comply with OSHA to the extent required by the Department of Labor, Occupational Safety and Health

Administration. The prime Contractor shall notify the Owner and the Architect of any changes required by OSHA.

C. Each prime contractor and subcontractor warrants that all construction and installation work shall be performed in accordance with the requirements, orders, and limitations of all local, state, or federal departments or bureaus having jurisdiction. Upon completion, the premises shall be in compliance with all governmental requirements for the use which the Owner may make of them, and that all necessary certificates of inspection shall be obtained by the Prime Contractor and submitted to the Architect.

D. Each responsible subcontractor shall carefully inspect the Specifications, and the Construction Drawings, prior to the submission of his bid, and notify the Architect, through the Prime Contractor, of any non-complying materials or erection methods. If the subcontractor furnishes any work which is not in conformance with such law, ordinances, rules, and regulations and without notice to the Architect, the Prime Contractor shall bear all costs arising from the correction thereof.

E. All electrical equipment and installation shall be approved by the Underwriter's Board and Local Electric Company; all gas equipment and installations shall be approved by the local gas company.

F. Compliance with laws, etc., shall not be used as a means of justifying the installation or application of parts, assemblies, or methods inferior to those specified.

6. ARTICLE 2 - CONTRACTORS RESPONSIBILITY: Add the following sub-paragraph (i): The project superintendent shall be satisfactory to the Contracting Officer; thus, the Contractor shall assign a superintendent only after the Contracting Officer has reviewed the superintendent's qualifications; is aware of who the superintendent will be; and approves of such. A change in the superintendent can occur only after written authorization of the Contracting Officer.

7. DISCREPANCIES: Add to Item 9a - Specifications and Drawings - the following: "In case of discrepancy between drawings, specifications, and/or existing conditions, contractor shall notify Architect for a decision prior to final date of last addenda to be issued. If Architect is not notified, contractor shall use the larger quantity or better quality in their bid. In discrepancies on the drawings, the larger detail governs. Last day of addenda is ten (10) consecutive days before bid date.

8. CARE OF WORK - PARAGRAPH 16k: Add to this paragraph, as follows: "All contractors shall provide protection to existing building, contents and surfaces, lawns, plantings and shrubs. Any damage occurring during construction shall be repaired or replaced to the Owners satisfaction at no additional cost to the Owner."

9. The contractor shall complete the work according to the plans and specifications in a workmanlike manner and to the satisfaction of the Owner and Architect.

10. ARTICLE 25 - CONTRACT PERIOD: The work shall be commenced at the time stipulated in the Notice to Proceed to the contractor and shall be fully completed within the consecutive calendar days listed below:

a) Base Bid - 120 days

11. ARTICLE 27d - PAYMENTS: Pay requests to be submitted in four copies to the Architect two weeks before the third Wednesday of each month. Contractor shall notify Bonding Company at beginning of project on whether Bonding Company desires to authorize payments to contractor from Owner.

12. ARTICLE 33a - LIQUIDATED DAMAGES: Insert the sum of $50.00/day for liquidated damages.

13. ARTICLE 36 a2 - INSURANCE: Insert the amount $1,000,000.00

14. ARTICLE 36 a3 - INSURANCE: Insert the amount $1,000,000.00

15. ARTICLE 9h - SHOP DRAWINGS: Provide Technical information to Architect for review on:
Aluminum Doors/Hardware
Insulated Panel
Composite wood privacy fence
Concrete mix design

Submit color samples to Owner for selection on color samples (within 30 days of contract signing) This includes **but is not limited to,** the following items:

Composite wood privacy fence
Aluminum panel

16. SUBCONTRACTORS - PARAGRAPH 37: Add to this paragraph the following subparagraphs:

f) Before any subcontractor begins work on the project, the Prime Contractor shall furnish the LHA with an original and two copies of a Request for Acceptance of Subcontractor Form 5371 (furnished at Preconstruction Meeting) and a Non-Collusive Affidavit completed by the subcontractor.

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DIVISION 1-P - SPECIAL CONDITIONS

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1. PROJECT SITE

The project consists of one site with 6 apartments to receive patios and doors. Project is located at the 400 East Lake Shore Drive in Manistique, Michigan.

2. COMMUNICATIONS

A. All notices, demands, requests, instructions, approvals, proposals, claims, must be in writing.

B. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the Contract or at such other office as he may from time to time designate, in writing, to the Owner or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

C. All papers required to be delivered to the Owner or Architect shall, unless otherwise specified, in writing, to the contractor, be delivered to the Architect at listed address and any notice to or demand upon the Owner or Architect, shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Architect at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing, to the contractor for such purpose.

D. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post, or, in the case of telegrams, at the time of actual receipt.

3. SIGNS

A. Subject to prior approval of the Owner as to size, design, type, and location, and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractors shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

4. TAXES

Contractors shall include all taxes in their Bids.

5. EXAMINATION OF SITE

Bidders are suggested to visit the site, compare the Drawings and Specifications with any work in place, and inform themselves of all conditions, including other work, if any, being performed.
Due to COVID-19 Virus, Bidders are to contact the Director for times to visit the building. Bidders shall wear masks and follow separation distance and follow all precautions as recommended by CDC. No contact with tenants allowed. Failure to visit site will in no way relieve the successful bidder from necessity of furnishing any materials or performing any work that may be required to complete work in accordance with the Drawings and Specifications

without additional cost to the Owner. Discrepancies between the Drawings and Specifications and/or existing conditions shall be brought to the Architects attention prior to final date of last Addenda to be issued for a decision. If Architect is not notified, contractor shall use the larger quantity or better-quality items in bid. Last day for Addenda is ten (10) days before bid opening. Contact Kathy Schuetter, Executive Director, between the hours of 9:00 AM and 3:00 PM at 906/341-5451 to review these facilities.

6. LAYOUT OF WORK

Employ competent foreman to layout work, be responsible for its accuracy. Locate all general reference points and take such action to prevent their destruction or dislocation; layout own work and be responsible for all lines, elevations, measurements of building, utilities and other work executed under this Contract. Exercise proper precaution to verify figures shown on Drawings before laying out work. Contractor will be held responsible for any error resulting from his failure to exercise such precaution.

7. RECORD SET OF DRAWINGS

The Contractor shall keep one set of prints in good condition on which he shall keep a record of any and all changes in the work for all trades. Wherever there is a deviation from Plans or Specifications during the progress of the work, the Contractor shall furnish the inspection personnel with all necessary records and supply written report of any such change in the work. Such records shall include the extent of the work, whether or not this change was a part of a written Change Order to the work, the date of the change and quantities of material and labor involved in making such a change in the work. Contractor shall also keep current record drawings marked with any changes to the work and, upon completion of the project, a copy of this record shall be furnished to the Owner prior to release of final payment.

8. TEMPORARY TOILETS

The General Contractor shall provide and maintain sanitary temporary toilets, located where directed in sufficient number required for the total work force employed by all trades. The toilets shall comply with the requirements of the Michigan laws, General Orders on Sanitation. Toilets shall be self-contained chemical type. Do not use tenants toilets.

9. TEMPORARY LIGHT AND POWER

The contractor will provide all temporary electric service. Illumination of sufficient amperage necessary for carrying forward the work. Extension cords and lamps will be the responsibility of the various divisions of work. The Owner shall pay for all electric consumption until the project is completed and accepted.

10. TEMPORARY TELEPHONE

Contractors shall not use owner or tenant phones to make phone calls.

11. PROTECTION OF WORK AND PROPERTY

A. Protect own materials, work, and equipment.

B. Equipment or material damaged by failure to provide protection shall be removed and

replaced with new equipment or materials, at Contractor's expense.

C. Protection of Other Property: Protect trees, shrubs, lawns, landscape work, existing building, and equipment from damage, provide guards, covering. Repair or replace damaged work.

12. GUARANTEE - WARRANTY

A. One year from date of substantial completion on the date project is turned over, unless specified elsewhere in these specifications.

B. In cases of work performed by subcontractors, secure warranties from said subcontractors addressed to and in favor of, the Owner.

C. Deliver copies of same to the Owner upon completion of work. Delivery of said guarantees shall not relieve Contractor from any obligation assumed under any other provision of contract.

D. Manufactured articles, materials, equipment: Applied, installed, connected, erected, used, cleaned, conditioned as per manufacturer's printed directions, unless specified to the contrary.

13. PERMITS, CODES AND FEES

The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations. The intent of this contract is that all work installed shall comply with all applicable codes and regulations, as amended by any waivers. All work not complying shall be redone at the expense of the Contractor. The Contractor shall make application for and pay for all permits required for the project and provide Owner with copy of permit prior to receiving first payment.

14. CHANGES IN THE WORK

The Owner will execute all Change Orders for changes in the work as ordered. No payment will be made to the Contractor until a properly executed Change Order has been prepared and approved.

15. TRUCKING

All Trades trucking materials to the site shall observe road load limits as set by authorities controlling same.

16. PUNCH LIST

The Architect will prepare a Punch List only after the work is complete and the Prime Contractor(s) has notified the Architect, in writing, that the project is ready for review. The Contractor(s) shall do all corrective work within two and one half (2-1/2) weeks after receiving the list. The Prime Contractor(s) shall be responsible for his own and all other work assigned to him. If the corrective work is not completed immediately, 2-1/2 times the actual value of the work will

be deducted from the contract and the work will be done by others. Reinspection procedure: The Architect will reinspect the work upon receipt of notice that the work has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated at contractors' expense to cover Architects expenses.

17. CUTTING AND PATCHING

A. Each Contractor shall do all cutting and patching for his trade section, unless therein specifically stated to the contrary. The contractor who cuts shall also be responsible for patching. Where cutting and patching is required, the contractor shall hire men skilled to do such cutting and patching.

B. Each contractor shall do all cutting, patching or fitting of his own work as required to make its several parts fit together, or to receive the work of other contractors, as shown or reasonably implied by the Drawings or Specifications, for the completed structure and as may be directed by the Architect/Owner.

18. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

A. Immediately after execution and delivery of the Contract, and before the first partial payment is made, the contractor shall prepare and deliver a construction progress schedule in a form satisfactory to the Architect.

B. The construction progress schedule shall include, as a minimum, the following:

1) Submission dates for all detail and Shop Drawings.
2) Procurement and delivery dates for all equipment and material.
3) Weekly definition of extent of work and areas of activity for each trade or Subcontract.
4) Intended time for starting and completing each activity, including indication of float or slack time.
5) Clear identification of activities which are critical to maintenance of schedule.
6) Written explanation which describes the scheduling system used and supports its validity.
7) Estimates of monthly fund projections.

C. Progress schedule shall be maintained current at all times. Revisions to progress schedule shall be made in the same detail as the original, shall be accompanied by an explanation of the reasons for the revision and shall be subject to approval by the Owner and Architect.

19. CO-ORDINATION OF THE WORK

A. The Base Bid contractor shall coordinate all subtrades under his work and shall make all necessary provisions for accommodation of all equipment and fittings into the building and

patching, if necessary. The Base Bid contractor shall coordinate all material delivery, unloading and storage. These provisions do not however relieve the subcontractors from the responsibility of coordinating all work with the other subtrades.

B. The contractors shall also coordinate between themselves where overlapping of work is to occur so as to provide no disruption or interference of work or hazards to tenants. No extras will be allowed for lack of coordination.

20. CO-ORDINATION OF TRADES

A. Sections of these specifications set down guidelines as to the extent of work by subcontractors. These guidelines are set forth to aid in the bidding process and help with estimating trade payment breakdowns and monthly payment requests only.

B. The Prime Contractor is responsible for the administration of all subcontractors and therefore is not obligated to the work categories listed herein. The Prime Contractor must provide a total and complete project and thus may divide the work between subtrades as he feels is most efficient and economical to provide a complete project.

C. The Architect or Owner is not responsible for providing complete coverage of work between subtrades in the work descriptions of the technical sections of the specifications. Therefore, the Architect or Owner will not arbitrate or even discuss overlapping or voids that occur in scope of work between subtrades. The Prime Contractor shall solely handle all problems of this type that deal with which subtrade will take care of which items of work.

D. The Prime Contractor shall coordinate all subtrades regardless of the specification headings under each specification Division assigned to him and shall make all necessary provisions for accommodation of all equipment and fittings into the building and patching after necessary. The Prime Contractor shall coordinate all material delivery, unloading and storage. These provisions do not however relieve the subcontractors from the responsibility of coordinating all work with the other subtrades.

E. The written categorization of work into various sections or divisions does not release each Prime Contractor from the responsibility of performing the work assigned to him. Prime Contractors shall read all parts and sections of the Project Manual to acquaint themselves with work to be performed.

21. SUBCONTRACTOR LISTING

A complete list of subcontractors will not be required to be submitted with the bid; however, the successful Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner approval no later than the first payment request. Along with this listing, each subcontractor shall also furnish an Insurance Certificate.

22. CLEAN UP AND FINAL CLEANING

A. Contractor shall daily pick up unused material scraps from site along with packaging material and dispose of properly off site.

B. Employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program. Complete the following before requesting inspection for certification of Substantial completion:

1. Clean the site of rubbish, litter, and other foreign substances.
2. Removal of protection: Remove temporary protection and facilities.

23. EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION POLICY

The successful prime contractors shall furnish to the Executive Director all documentation required at Notice to Proceed to indicate the contractors Equal Employment Opportunity - Affirmative Action Policy as outlined in Division 1-R. Also include a breakdown of staff employed regarding race, age, sex.

24. REFERENCE STANDARDS

A. For products specified by associate or trade standard, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. The date of the standard is that in effect as of the bid date except when a specific date is specified.

C. Obtain copies of standards when required by contract documents or requested by the Architect. Maintain copy at job site during progress of the specific work.

25. MINORITY BUSINESS ENTERPRISE OPPORTUNITY

The Manistique Housing Commission has established the goal of awarding twenty percent (20%) of the dollar value of the construction contracts to Minority Business Construction Contractors.

26. SUBSTITUTIONS AND APPROVED EQUAL

The items listed in the specifications shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The contractor may at his option, use any article, product, material, fixture, form, or type of construction which in the judgement of the Owner, expressed in writing, is equal to that named. Approval to be granted prior to last date for addenda to be issued.

27. WORK HOURS

All work shall be performed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. Work to be performed outside of these hours and days listed must receive prior written approval from the Housing Director.

28. CONSTRUCTION DOCUMENTS

Each Base Bidder shall read all sections of specifications and review all drawings to familiarize themselves with work required by each Base Bid.

29. SITE STORAGE: Each Prime Contractor shall schedule deliveries to site so as to

minimize the space and time requirements for storage of materials and equipment on site. Each Prime Contractor shall provide their own temporary sheds for storage and shall locate sheds on site in areas approved by the Housing Commission. Deliver, handle and store products in accordance with manufacturers recommendations and by methods and means which will prevent damage, deterioration and loss including theft. There is no space in the building for on-site storage of materials.

30. SALVAGEABLE ITEMS -NOT APPLICABLE

31. OCCUPIED BUILDING: Existing buildings are occupied.
All tools, scraps, materials, debris to be kept out of the walking area of tenants and all debris removed from building site daily. Contractor to properly protect furniture and furnishings from damage. Any damage to be repaired or replaced at no extra cost to the Owner.

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DIVISION 1-Q - NOTICE TO PROCEED
(LHA LETTERHEAD)

(NAME OF CONTRACTOR)_____ CONTRACT NO._____
(STREET ADDRESS)_____DATE:_____
(CITY, STATE AND ZIP CODE)_____ PROJECT NO: 2021-003B
LOCATION: Manistique, MI

Gentlemen:

For family units reroofing, you are hereby notified to commence work thereunder at the start of business on_____, 2021. The Time for Completion set forth in the contract is 120 calendar days, including the starting day, which establishes_____, 2021 as the completion date.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Workmen's Compensation and Manufacturers' and Contractors' public liability insurance.

You are informed that Kathy Schuetter has been appointed Contracting Officer and is duly authorized to administer your contract for, and in the name of, the Manistique Housing Commission.

Under separate cover, there is being forwarded to you one executed set of Contract Documents, consisting of the Notice to Proceed, Bonds and Insurance, Specifications and Drawings. Please acknowledge receipt of this Notice by signing and dating and return all copies promptly to this office.

Very truly yours,

Enclosure

Manistique Housing Commission

ACCEPTED

By_____

(Name of Contractor)_____

Title:_____

By: _____
Title: _____
Date: _____

* * * * * *

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DIVISION 1-R

INSTRUCTIONS FOR CONTRACTORS REGARDING AFFIRMATIVE ACTION UNDER EXECUTIVE ORDER 11246 AND 11914

The Contractor agrees that during the performance of this Contract:

1. He/she shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. He/she shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment with regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. He/she shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. He/she shall, in all solicitations or advertisements for employees placed by himself/herself or on his/her behalf, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

3. He/she shall send to each labor union or representative of workers with which he/she has bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

4. He/she shall comply with all provisions of executive Order 11246 of September 24, 1965 and Executive Order 11914 of April 28, 1976 and all applicable rules, regulations and orders including those of the Secretary of Labor, or pursuant thereto.

5. He/she shall furnish all information and reports required by the above mentioned Executive Orders 11246 and 11914 and all applicable rules, regulations and orders including those by the Secretary of Labor, and will permit access to his/her books, records and accounts by the Secretary of Housing and Urban Development, the Secretary of Labor, and other Government Agencies for the purposes of investigation to ascertain compliances with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with the procedures authorized by Executive Orders 11246 and 11914, and such other sanctions may be

imposed and remedies invoked as provided in Executive Orders 11246 and 11914 or by the applicable rules, regulations or orders including those by the Secretary of Labor, or otherwise provided by law.

7. He/she shall document the affirmative actions taken to ensure equal opportunity in employment if the total amount of this Contract exceeds $10,000.00.

8. He/she shall include these instructions verbatim in every subcontract or purchase order unless exempted by rules, regulations or orders by the Government including those of the Secretary of Labor issued pursuant to Section 204 of said Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. He/she shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance; PROVIDED, however that in the event he/she becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development, he/she may request the United States to enter into such litigation to protect the interest of the United States.

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DIVISION 1-S

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

A. "Covered area" means the geographical area described in the solicitation from which this contract resulted:

B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

C. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

D. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central, or south American or other Spanish Culture or origin, regardless of race):

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands): and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with

the provisions of any such Hometown Plan. Each Contractor or subcontractor participation in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on the-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any

advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are Nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively

participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered

pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-1.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), date of

changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

* * * * * *

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

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DIVISION 1-U

"THE SECTION 3 CLAUSE"

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

* * * * * *

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SECTION 02 07 00
SELECTIVE DEMOLITION

PART 1 - GENERAL

Applicable requirements of Division 1 shall govern all work under this section.

EXTENT of selective demolition work is indicated on drawings.

TYPES OF SELECTIVE DEMOLITION WORK: Demolition requires the selective removal and subsequent offsite disposal of the following if not called to be salvaged and reused:

- Flooring and base
- Sealants
- Windows and Spandrel Panels
- Removal of other items noted on the plans and as required to remodel the space.

RELATED WORK SPECIFIED ELSEWHERE:
Remodeling construction work and patching is included within the respective sections of specifications, including removal of materials for re-use and incorporated into remodeling or new construction.

SCHEDULE: Submit schedule indicating proposed sequence of operations for selective demolition work to Owner's Representative for review prior to commencement of work. Include coordination for dust and noise control. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

OCCUPANCY: Owner will be continuously occupying areas of the building in areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will impact Owner's normal operations.

CONDITION OF STRUCTURES: Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of commencement of contract will be maintained by Owner insofar as practicable.

PARTIAL DEMOLITION AND REMOVAL: Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.

PROTECTION:
Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.
Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from occupied portions of building.

Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

Protect floors that are to remain with suitable coverings when necessary.

Construct temporary dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed.

Remove protection at completion of work.

DAMAGES: Promptly repair damages caused by demolition work at no cost to Owner.

TRAFFIC: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with other adjacent occupied or used facilities, and Owners use of building.

UTILITY SERVICES:
Maintain existing utilities indicated to remain, keep in service,
and protect against damage during demolition operations.

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

ENVIRONMENTAL CONTROLS: Use temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection. Do not use water.

INSPECTION: Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Owner's Representative prior to starting work.

PREPARATION:
Cover and protect furniture, equipment, and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed.

DEMOLITION:
Perform selective demolition work in a systematic manner.

Promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.

Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.

If unanticipated mechanical, electrical, or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

DISPOSAL OF DEMOLISHED MATERIALS: Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution. Burning of removed materials is not permitted on project site.

CLEAN UP AND REPAIR: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protection and leave interior areas clean. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

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SECTION 03 31 00
CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

RELATED DOCUMENTS:
Applicable provisions of Division 1 shall govern work of this Section.

WORK INCLUDED:
Cast-in-Place Concrete.
Concrete Formwork.
Concrete Reinforcement.

REFERENCES
Comply with the recommended practices and procedures of the following standards and with modifications as specified herein.

ACI – American Concrete Institute:
- ACI 301 Specifications for Structural Concrete for Buildings.
- ACI 302 Guide for Concrete Slab and Floor Construction.
- ACI 306 Cold Weather Concreting.
- ACI 315 Manual of Standard Practice for Detailing Reinforced Concrete Structures.
- ACI 117 Standard Tolerances for Concrete Construction and Materials.
- ACI 318 Building Code Requirements for Reinforced Concrete.
- ACI 360 Guide to Design of Slab-on-Ground.

CRSI – Concrete Reinforcing Steel Institute:
- CRSI Manual of Standard Practice.

SUBMITTALS
Product Data: For reinforcement, steel**,** forming accessories, admixtures, patching compounds, vapor barrier, vapor retarder, joint systems, curing compounds, floor sealers, floor coatings, foam insulation and others as requested by Architect.
Shop Drawings: For fabricating, bending, and placing concrete reinforcement and supports; type, size, and location of all accessories (bar schedules, stirrup spacing, and diagrams of bent bars, arrangements & accessories), bar laps on strings of horizontal bars (all lap splices shall develop full strength of bar unless lesser laps permitted by drawings), manufacturers specifications and installation instructions for splice devices. Comply with ACI 318 Manual of Standard Practice for Detailing Reinforced Concrete Structures.

Laboratory Test Reports: For concrete materials. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

Concrete Mix Designs: Two copies of proposed concrete mix designs at least 15 days prior to start of concreting. Do not begin concrete production until mixes have been reviewed by Architect.

QUALITY ASSURANCE:

Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:

ACI 301 "Specifications for Structural Concrete for Buildings".
ACI 318 "Building Code Requirements for Reinforced Concrete".
Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

PART 2 - PRODUCTS

CONCRETE FORMWORK

Forms for unexposed finish concrete: Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit. Split, frayed, delaminated, or damaged form materials will not be acceptable for use.

Provisions for other trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.

Forms for exposed finish concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form", Class I.

Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

Form coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces. Acceptable product is "Crete-Lease 880" Release Agent as manufactured by Creset Chemical Company, Weston, Ohio, 1-800-367-2020.

Form ties - removable or snap off metal form ties to prevent spalling upon removal. To keep forms straight, true, and free from buckling.

Form removal: Forms must stay in place three days minimum except in cold weather, seven day minimum. Forms can be removed sooner if care is taken to prevent excessive rapid moisture loss.

CONCRETE REINFORCEMENT MATERIALS

Reinforcing Bars: Comply with ASTM A615, Grade 60.
Welded Wire Fabric: Comply with ASTM A185.

CONCRETE MATERIALS

Portland Cement - ASTM C150, Type1.

Fly Ash: ASTM C 618 "Standard Specifications for Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete" Class C. ASTM C 131 "Standard Method of Sampling and Testing Fly Ash and Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete".

Aggregate (Fine) - sand for concrete shall be well graded, clean, sharp, coarse, washed sand, free from loom clay or organic materials. Conform to ASTM C-33.

Aggregate (Coarse): Conform to ASTM C-33.

Water: Clean, potable, free from strong acids, alkalis, oil, or organic matter.

MIX PROPORTIONS AND DESIGN

Proportion mixes complying with mix design procedures specified in ACI 301.

Submit written report to Architect for each proposed concrete mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to Architect. Approval of mix design does not relieve the Contractor of the responsibility to provide the concrete strengths specified.

Ready Mix Concrete: Shall be measured, mixed, and delivered in accordance with ASTM C 94.

Mix Design Schedule:

Ground Slabs – 3000 psi – ¾" aggregate 541 lbs/__ of cement .57 water/cement content maximum

Notes:

Mixes without water reducing agents shall require a twelve percent increase in cement content.

Adjust mix designs when material characteristics, job conditions, weather, test results, or other circumstances warrant.

Super Plasticizer Admixture may be used for all concrete at Contractors option.

Slump tolerance: 3- and 4-inch slump plus 1-inch minus ½ inch, 5-inch slump plus or minus 1-1/2 inch. Concrete containing high-range water reducing admixture (superplasticizer), 8-inch slump plus or minus 1 ½ inch.

Slump test shall be taken prior to the addition of high range water reducing agent and placement of concrete.

ADMIXTURES

Use water-reducing, accelerating, and retarding admixtures that have been tested and accepted in mix designs in strict compliance with manufacturer's directions.

Admixtures are limited to the following, unless approved by Architect. Provide admixtures that contain less than 0.1 chloride ions.

Air-Entraining Admixture: ASTM C 260. Added only to normal Portland cement concrete to meet requirements specified for air content.

"Catexol A.E. 260" by Axim Concrete Technologies.
"Air Mix" by The Euclid Chemical Company.
"MB-VR" or "Micro Air" by Master Builders.
"Sika AER" by the Sika Chemical Company.
"Darex II AEA" by W.R. Grace & Co.
"Polychem AE or VR" by GRT Admixtures.

Water-Reducing Admixture: Comply with ASTM C 494/C494M. Type A.

"Catexol 100N" by Axim Concrete Technologies.
"Eucon WR-75" by The Euclid Chemical Company.
"Pozzolith" 122N or 344N by Master Builders.
"Plastocrete" by Sika Chemical Company.
"WRDA with Hycol" by W.R. Grace & Co.
"Polychem 400 NC" by GRT Admixtures.

Water-Reducing, Retarding Admixture: Comply with ASTM C 494/C494M Type D, when high temperatures, placing, or humidity conditions dictate.

"Catexol 1000R" by Axim Concrete Technologies.
"Eucon Retarder-75" by The Euclid Chemical Company.
"Pozzolith 100-XR" by Master Builders.
"Plastiment" by Sika Chemical Company.
"Daratard HC" by W.R. Grace & Co.
"Polychem R" by GRT Admixtures.

Water-Reducing, Accelerating Admixture: ASTM C 494/C494M Type E.

"Catexol 2000 R.H.E" by Axim Concrete Technologies.
"Accelguard 80" by The Euclid Chemical Company.
"Dara Set Accelerator" by W.R. Grace & Co.
"Pozzutec 20" by Master Builders, Incorporated.
"Daraccel" by W.R. Grace & Company.
"Super Set" by GRT Admixtures.

High-Range Water-Reducing and Retarding Admixture (Superplasticizer): Comply with ASTM C 494/C494M Type F or G.

"Catexol 100 SP-MN" by Axim Concrete Technologies.

"Eucon 37" by The Euclid Chemical Co.
"Pozzolith" 400N by Master Builders
"Sikament" by Sika Chemical Co.
"ADVA 100 or Daracem-100" by W.R. Grace & Co.
"Polychem SPC or Melchem" by GRT Admixtures.

ACCESSORIES

Bond breakers: Install compressible bituminous filler conforming to ASTM D 1751. Size ¼" thick x slab thickness. Provide where concrete floor slab abuts any vertical surface.

Control joints in slab on grade: Provide to form panels or patterns as shown. Use 1/8" x 1/4" premolded hardboard or fiber board strip inserted into the fresh concrete until the top surface of the strip is flush with the slab surface. After concrete has cured for at least seven days, remove inserts and clean loose debris from the grooves. Contractor may in lieu of the above provide 1/8" x 1 1/4" sawcut. Joint to be sawn within 4 to 12 hours after slab is poured. Fill in groove with joint sealant.

PART 3 – EXECUTION

CONCRETE PLACEMENT:

Preplacement inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used. Welded Wire Mesh to be installed in longest practical length as possible. Joints shall be lapped a minimum of one full mesh and wire tied together. WWM to be installed in the middle of the concrete slab. Properly support all reinforcing bars so they will not be displaced during pour operations. Provide a minimum of 2 ½" concrete coverage over rebar.

General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.

Comply with hot and cold weather concreting: ACI Code and PCA Publications. Design mixes shall be submitted for approval to the Architect. In cold weather comply with ACI 306.

Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.

Do not use vibrators to transport concrete inside forms.

Placing concrete slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners, free of voids and Honeycomb.

Bring slab surfaces to correct level with straightedge and strike off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

Maintain reinforcing in proper position during concrete placement operations.

Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

CONCRETE FINISH SURFACES

Exterior finish for platforms, steps, and sidewalks to be wood-float light broom finish. All sidewalk joints and edges to be hand tooled. Saw cut joints not allowed.

CURING AND PROTECTION

Comply with requirements of ACI 308. Immediately after placement, protect concrete from premature drying, excessively hot, or cold temperatures, and mechanical injury.

Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

Normal concrete: Not less than 7 days.

Formed Surfaces: Cure by moist curing with forms in place for full curing period.

Surfaces Not in Contact with Forms:

Start initial curing as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.

Begin final curing after initial curing but before surface is dry.

Moisture-retaining cover: Seal in place with waterproof tape or adhesive.

Curing compound: Apply in two coats at right angles, using application rate recommended by manufacturer. Install a clear moisture retaining waterborne curing compound over all surfaces. Material shall be non-yellowing.

REMOVAL OF FORMS

Formwork not supporting weight of concrete such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F. (10 degrees C.) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

Form facing material may be removed four days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

DEFECTIVE CONCRETE

Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements.

Repair or replacement of defective concrete will be determined by the Architect and replaced by contractor at no additional cost to the project.

Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

Clean, dampen and fill all bolt, tie holes, poor joints, voids, honeycombs, and other similar defects with patching concrete immediately after removing forms. Remove all fins.

END OF SECTION

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SECTION 06 10 00
WOOD FENCES

PART 1 - GENERAL

Applicable provisions of Division 1 shall govern all work under this section.

SECTION INCLUDES
Wood Fences – Alternate Bid

Excavation for posts.

RELATED SECTIONS
Section 32 31 32 Wood Composite Fences.

REFERENCES
ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2005

ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2005a

PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005

WCLB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau; 2004

WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association; 2005.

QUALITY ASSURANCE
Lumber: Comply with PS 20 and approved grading rules and inspection agencies
Acceptable Lumber Inspection Agencies: Any agency with rules approved by American Lumber Standards Committee

Acceptable Lumber Inspection Agencies: RIS, SPIB, WCLB, and WWPA.

Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

DELIVERY, STORAGE, AND HANDLING
General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 - PRODUCTS

COMPONENTS

Fence height: 4 feet.

Components:
Fence posts.
Post caps: Pyramid.

Surface texture: Smooth S4S 4x4 posts. Rough Sawn Boards.

Grading Agency: West Coast Lumber Inspection Bureau (WCLB)
Grading Agency: Western Wood Products Association (WWPA)

Sizes: Nominal sizes as indicated on drawings, Rough Sawn Cedar Boards.

Moisture Content: S-dry or MC19.

ACCESSORIES

Fasteners and Anchors:

Die-Stamped Connectors: Hot dipped galvanized steel, sized to suit framing conditions.
For contact with preservative treated wood in exposed locations, provide minimum G185 galvanizing per ASTM A 653/A 653M.

Fasteners: 1-5/8 inch galvanized or corrosion-resistant coated steel. Provide finish nails where applicable.

Concrete: Provide concrete conforming to ASTM C 94; minimum 2500 PSI compressive strength at 28 days, with a 3-to-5-inch slump.

PART 3 - EXECUTION

INSTALLATION

Select material sizes to minimize waste.

Set members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
Securely attach carpentry work to substrates using fasteners of size that will not penetrate members on the opposite side which is exposed to view or to receive finish materials. Install fasteners without splitting wood. Fasten panel products to allow for expansion at joints unless otherwise indicated.

Space posts maximum 8 feet on center.

Drill post holes into undisturbed or compacted soil; excavate deeper in soft or loose soils and for posts with heavy lateral loads.

Drill posts to 12-inch diameter. Locate bottom of post 48 inches below grade or below frost line whichever is greater.

Place top of concrete flush with finished grade patio.

Screw fence brackets to posts with four 1-5/8-inch-long exterior screws.

Place post caps over post tops and secure with construction adhesive or four finish nails.

TOLERANCES

Framing Members: 1/8 inch from true position, maximum
Variation from Plane : 1/4 inch in 10 feet maximum

CLEANING

Waste Disposal:

Comply with applicable regulations.
Do not burn scrap on project site.
Do not burn scraps that have been pressure treated.
Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.

END OF SECTION

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SECTION 07 90 05
JOINT SEALERS

PART 1 - GENERAL

Applicable provisions of Division 1 shall govern all work under this section.

SECTION INCLUDES
Sealants and joint backing.
Precompressed foam sealers.
Hollow gaskets.

RELATED SECTIONS
Section 08 11 16 – Aluminum Doors and Frames

REFERENCES
ASTM C 834 - Standard Specification for Latex Sealants.

ASTM C 919 - Standard Practice for Use of Sealants in Acoustical Applications.

ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.

ASTM C 1193 - Standard Guide for Use of Joint Sealants.

ASTM D 1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber

ASTM D 1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam.

SUBMITTALS
Product Data: Provide data indicating sealant chemical characteristics.
Samples: Submit samples illustrating sealant colors for selection.
Manufacturer's Installation Instructions: Indicate special procedures.

QUALITY ASSURANCE
Maintain one copy of each referenced document covering installation requirements on site.

Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

Applicator Qualifications: Company specializing in performing the work of this section with minimum 3 years experience.

ENVIRONMENTAL REQUIREMENTS
Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

COORDINATION
Coordinate the work with all sections referencing this section.

WARRANTY

Correct defective work within a three year period after Date of Substantial Completion.

Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 - PRODUCTS

MANUFACTURERS

Polyurethane Sealants:

- Bostik, Inc.
- Pecora Corporation
- BASF Construction Chemicals, Inc.
- Or approved equal.

Acrylic Emulsion Latex Sealants:

- Bostik, Inc.
- Pecora Corporation
- BASF Construction Chemicals, Inc.
- Tremco
- Or approved equal.

Preformed Compressible Foam Sealers:

- Emseal Joint Systems, Ltd.
- Sandell Manufacturing Company, Inc.
- Dayton Superior Corporation
- Or approved equal.

SEALANTS

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

General Purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25, Uses M, G, and A; single component, non-staining to stone and masonry.

- Color: Standard colors matching finished surfaces.
- Applications: Use for:
  - Joints between metal frames and other materials.
  - Other exterior joints for which no other sealant is indicated.

General Purpose Interior Sealant: Acrylic emulsion siliconized latex; ASTM C 834, Type OP, Grade NF single component, paintable.

- Color: Standard colors matching finished surfaces. Clear is not allowed.
- Applications: Use for:
  - Joints between door frames and wall surfaces.
  - Other interior joints for which no other type of sealant is indicated.

ACCESSORIES

Primer: Non-staining type, recommended by sealant manufacturer to suit application.

Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.

Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 - EXECUTION

EXAMINATION

Verify that substrate surfaces are ready to receive work.
Verify that joint backing and release tapes are compatible with sealant.

PREPARATION

Remove loose materials and foreign matter which might impair adhesion of sealant.
Clean and prime joints in accordance with manufacturer's instructions.
Perform preparation in accordance with manufacturer's instructions and ASTM C 1193.
Protect elements surrounding the work of this section from damage or disfigurement.

INSTALLATION

Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

Perform installation in accordance with ASTM C 1193.

Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:

Width/depth ratio of 2:1.
Neck dimension no greater than 1/3 of the joint width.
Surface bond area on each side not less than 75 percent of joint width.

Install bond breaker where joint backing is not used.

Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

Tool joints concave, do not leave joints gun grade.

Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal all joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.

CLEANING

Clean adjacent soiled surfaces.

PROTECTION OF FINISHED WORK

Protect sealants until cured.

END OF SECTION

SECTION 08 11 16
ALUMINUM DOORS AND FRAMES

PART 1 – GENERAL

Applicable provisions of Division 1 shall govern all work under this section.

SECTION INCLUDES
Aluminum doors and frames

RELATED SECTIONS
Section 07 90 05 - Joint Sealers
Section 08 71 00 - Door Hardware
Section 08 50 00 – Metal Insulated Panels
Section 08 80 00 - Glazing

REFERENCES
AAMA 609 - Voluntary Guide Specification for Cleaning and Maintenance of Architectural Anodized Aluminum; American Architectural Manufacturers Association

AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; American Architectural Manufacturers Association

AAMA 701/702 - Voluntary Specifications for Pile Weatherstripping and Replaceable Fenestration Weatherseals; American Architectural Manufacturers Association

ASTM A 123/A 123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes

SUBMITTALS
Product Data: Manufacturer's descriptive literature for each type of door; include information on fabrication methods.

Shop Drawings: Include elevations of each opening type.

Selection Samples: Complete set of color and finish options, using actual materials, for Architect 's selection.

Verification Samples: Actual pieces of products in each finish specified, not less than 6 inches square or 6 inches long for linear components. For finishes subject to color variation, include not less than two samples illustrating extreme range to be anticipated.

QUALITY ASSURANCE
Manufacturer Qualifications: Not less than 5 years of experience in manufacturing components of the types specified.

Installer Qualifications: Firm with documented experience in installing components of the types specified.

DELIVERY, STORAGE, AND HANDLING

Deliver aluminum components in manufacturer's standard protective packaging, palleted, crated, or banded together.

Inspect delivered components for damage and replace. Repaired components will not be accepted.

Store components under cover in manufacturer's packaging until installation.

PROJECT CONDITIONS

Field Measurements: Verify dimensions by field measurements before fabrication and indicate on shop drawings. Coordinate fabrication with project schedule to avoid delays in the work.

Environmental Limitations: Do not begin installation of interior aluminum components until space has been enclosed and ambient thermal conditions are being maintained at levels consistent with final project requirements.

PART 2 - PRODUCTS

MANUFACTURER

Kawneer, Tubelight, YKK, Special-Lite or approved equal.

MATERIALS

Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy 5005-H14, stretcher leveled.

Extruded Aluminum: ASTM B 221 (ASTM B 221M), alloy 6063-T5 or alloy 6463-T5.

COMPONENTS

Tubular Aluminum Doors and Panels: Provide 1-3/4 in thick doors without visible face seams, constructed from materials as follows:

Framing and Hardware Backup: Extruded aluminum tubing, 0.125 in minimum thickness with heavy duty plated steel through bolts in rails.

See drawings for stile and rail widths – wide style.

Replaceable Weatherstripping: AAMA 701/702 wool pile.

Lites: As specified in Section 08 80 00 – Glazing

Aluminum Door Frames:

Frame Members: Extruded aluminum shapes, not less than 0.062 in thick, reinforced at hinge and strike locations. 2” x 4 1/2 “ size.

Corner brackets of extruded aluminum fastened with stainless steel screws.

Weatherstripping to be manufacturer’s standard, replaceable.

Glazing: As specified in Section 08 50 00 For Metal Insulated Panels. Panels still be removable to the exterior.

FINISHES
Enamel containing 70% fluoropolymer per AAMA 2605. Color to match windows.

FABRICATION
Door sizes shown are nominal; provide standard clearances as follows:
Hinge and Lock Stiles: 0.125 inch.

Between Meeting Stiles: 0.250 inch.

At Top Rail and Bottom Rail: 0.125 inch.

Sizes and locations of lites: As indicated on drawings.

Aluminum frames: Sizes and contours as indicated on drawings.

DOOR HARDWARE
Hinges, Weatherstripping by aluminum door manufacturer. Hinges to be ball bearing butts, non-removable pins, weatherstripping manufacturer's standard.

See Section 08 71 00 – Hardware Sets for hardware requirements.

ACCESSORIES
Fasteners: Aluminum, non-magnetic stainless steel, or other material warranted by manufacturer as non-corrosive and compatible with aluminum components.

Brackets and Reinforcements: Manufacturer's high-strength aluminum units where feasible, otherwise, non-magnetic stainless steel or steel hot-dip galvanized in compliance with ASTM A 123/A 123M. Provide flat aluminum bar stock same thickness as stop by 1 ½" long for weatherstripping to be attached to. Bar stock to be finished same as frame.

PART 3 - EXECUTION

EXAMINATION
Verify that wall surfaces and openings are ready to receive frames and are within tolerances specified in manufacturer's instructions.

Verify that frames installed by other trades for installation of doors of this section, are in strict accordance with recommendations and approved shop drawings and within tolerances specified in manufacturer's instructions.

PREPARATION
Perform cutting, fitting, forming, drilling, and grinding of frames as required for project conditions.

Replace components with damage to exposed finishes.

Separate dissimilar metals to prevent electrolytic action between metals.

INSTALLATION
Install doors and frames in accordance with manufacturer's instructions and approved shop drawings. Set frames plumb, square, level, and aligned to receive doors. Anchor frames to adjacent construction in strict accordance with manufacturer's recommendations and within specified tolerances.

Where aluminum surfaces contact metals other than stainless steel, zinc, or small areas of white bronze, protect from direct contact by painting dissimilar metal with heavy coating of bituminous paint.

Hang doors and adjust hardware to achieve specified clearances and proper door operation. Install door hardware as specified in Section 08 71 00.

Install glass in frames as specified in Section 08 80 00.

CLEANING

Upon completion of installation, thoroughly clean door, and frame surfaces in accordance with AAMA 609.

Do not use abrasive, caustic, or acid cleaning agents.

PROTECTION

Protect products of this section from damage caused by subsequent construction until substantial completion.

Replace damaged or defective components that cannot be repaired to a condition indistinguishable from undamaged components.

END OF SECTION

SECTION 08 18 00
RETRACTABLE SCREEN DOORS

PART 1 – GENERAL

Applicable provisions of Division 1 shall govern all work under this section.

SECTION INCLUDES
Aluminum retractable screen doors

RELATED SECTIONS
Section 08 11 16 – Aluminum Doors and Frames

SUBMITTALS
Product Data: Manufacturer's descriptive literature for each type of door; include information on fabrication methods.

Selection Samples: Complete set of color and finish options, using actual materials, for Architect 's selection.

Verification Samples: Actual pieces of products in each finish specified, not less than 6 inches square or 6 inches long for linear components. For finishes subject to color variation, include not less than two samples illustrating extreme range to be anticipated.

QUALITY ASSURANCE
Manufacturer Qualifications: Not less than 5 years of experience in manufacturing components of the types specified.
Installer Qualifications: Firm with documented experience in installing components of the types specified.

DELIVERY, STORAGE, AND HANDLING
Deliver aluminum components in manufacturer's standard protective packaging, palleted, crated, or banded together.
Inspect delivered components for damage and replace. Repaired components will not be accepted.

Store components under cover in manufacturer's packaging until installation.

PROJECT CONDITIONS
Field Measurements: Verify dimensions by field measurements before fabrication and indicate on shop drawings. Coordinate fabrication with project schedule to avoid delays in the work.

PART 2 - PRODUCTS

MANUFACTURER
Basis of Design: ClearView Retractable Screen Systems. Contact: sales@clearviewwisconsin.com
Telephone : 262-665-5075

COMPONENTS
Powder Coated Extruded Aluminum Housing with Screen roller, spring return, safe-Glide Speed Reducer and Nylon Housing end caps and screw covers.

Teflon Powder Coated Extruded Aluminum Head Rail and Sill Rail.

Powder Coated extruded aluminum Pull Bar with upper and lower nylon guides.

Steel strike plate with nylon Magnet cover.

Standard handle on each side of the pull bar.

FINISHES
Owners choice from Manufacturers standard 12 colors.

FABRICATION
Door sizes shown are nominal and shall be custom sized as required by field measurements. Provide standard clearances.

Aluminum frames: Sizes and contours as indicated on drawings.

ACCESSORIES
Fasteners: Aluminum, non-magnetic stainless steel, or other material warranted by manufacturer as non-corrosive and compatible with aluminum components.

PART 3 - EXECUTION

EXAMINATION
Verify that wall surfaces and openings are ready to receive frames and are within tolerances specified in manufacturer's instructions.

PREPARATION
Perform cutting, fitting, forming, drilling, and grinding of frames as required for project conditions. Replace components with damage to exposed finishes.

INSTALLATION
Install doors and frames in accordance with manufacturer's instructions and approved shop drawings. Set frames plumb, square, level, and aligned to receive doors. Anchor frames to adjacent construction in strict accordance with manufacturer's recommendations and within specified tolerances.

CLEANING
Upon completion of installation, thoroughly clean door, and frame surfaces .

Do not use abrasive, caustic, or acid cleaning agents.

PROTECTION
Protect products of this section from damage caused by subsequent construction until substantial completion.

Replace damaged or defective components that cannot be repaired to a condition indistinguishable from undamaged components.

END OF SECTION

SECTION 08 50 00
METAL INSULATED PANELS

PART 1 - GENERAL

Applicable provisions of Division 1 shall govern all work under this section.

SCOPE
The panels required consist of metal skins laminated to stabilizer substrates with an insulating core material. Panels are designed to be glazed into an aluminum framing system.

RELATED WORK
Section 07 90 05 - Joint Sealers.
Section 08 11 16 - Aluminum Doors and Frames

QUALITY ASSURANCE
Panel manufacturer shall have a minimum of 25 years experience.

Field measurements shall be taken prior to completion of manufacturing and cutting.

Maximum deviation from vertical and horizontal alignment of installed panels is 1/8" (3mm) in 20' (6m) non-commutative.

REFERENCES
American Society of Testing Materials (ASTM)

E330-84: Structural Performance of Exterior Windows, Curtain Walls and Doors under the influence of wind loads.

D1781-76: Climbing Drum Peel Test for Adhesives.

D3363-74: Method for Film Hardness by Pencil Test.

D2794-90: Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).

D3359-90: Method for Measuring Adhesion by the tape test.

SUBSTITUTIONS
The materials and products specified in this section establish a minimum standard of required function, design, appearance quality and warranty to be met by any proposed substitution.

No substitutions will be considered unless a written request for approval has been submitted by the bidder and received by the architect 10 days prior to the bid date.

SUBMITTALS
Samples:

Panel makeup – 2 samples – 10" x 10".
Two samples of each color and finish texture – 3" x 5".

Submission Drawings: Indicate thickness, dimension and components of parts. Detail glazing methods, framing and tolerances to accommodate thermal movement.

Affidavit certifying materials meet all requirements as specified.

Two copies of manufacturers standard literature for specified material.

DELIVERY, STORAGE AND HANDLING
Protect finish and edge in accordance with panel manufacturer's recommendations.

Store materials in accordance with panel manufacturer's recommendations.

PART 2 - PRODUCTS

PANELS - LAMINATED
Exterior face .032 "stucco embossed aluminum. Interior face to be .032" smooth faced aluminum

FINISH
AAMA – 611 – AA-M22C22A 42 Electronically deposited colored Anodic coating, minimum .7 mils thick. Color to match aluminum frame system.

Color as selected by Owner.

PANEL FABRICATION
Substrates: High density tempered hardboard each face with insulated core.

Tolerances: .8% of panels dimension length and width - (+/-) 1/16" thickness

Panel Thickness: 1"

ACCESSORIES
Recommended for use as an infill panel component in aluminum frame wall systems. Related material to complete installation as recommended by the manufacturer.

Seals against moisture intrusion as recommended by the manufacturer. Polyurethane based sealant with a 20 year life are recommended.

PART 3 - EXECUTION

INSTALLATION
Panel surfaces shall be free from defects prior to installation.

EXECUTION
Erect panels plumb, level and true.
All panels to be stored horizontally in a flat dry area, protected from rain and other forms of moisture.

Glaze panels securely and in accordance with approved shop drawings and manufacturer's instructions to allow for necessary thermal movement and structural support.

Do not install panels that are observed to be defective including warped, bowed, dented, scratched and delaminating components.

Weatherseal all joints as required using methods and materials as previously specified.

Separate dissimilar metals using gasketed fasteners and blocking to eliminate the possibility of electrolytic reaction.

ADJUSTING AND CLEANING

Remove masking film as soon as possible after installation. Masking intentionally left in place after panel installation will be the responsibility of the contractor.

Weep holes and drainage channels must be unobstructed and free from dirt and sealant.

END OF SECTION

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SECTION 08 71 00
DOOR HARDWARE

PART 1 - GENERAL

Applicable provisions of Division 1 shall govern all work under this section.

SECTION INCLUDES
Hardware for aluminum doors.

RELATED SECTIONS
Section 08 11 16 – Aluminum Doors

SUBMITTALS
Shop Drawings:

Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, electrical characteristics, and connection requirements.

Submit keying schedule to Architect for approval after consulting with the Owner on their requirements.

Submit shop drawings indicating products to be furnished on each door. Hardware supplier to provide all accessories required, whether specified or not, for a complete and operating hardware installation and operation.

Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.

Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.

Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

QUALITY ASSURANCE
Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

Hardware Supplier Qualifications: Company specializing in supplying commercial door hardware with 5 years of experience.

DELIVERY, STORAGE, AND PROTECTION
Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

COORDINATION
Coordinate the work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware.

Furnish templates for door and frame preparation.

Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.
Coordinate Owner's keying requirements during the course of the Work. All locks to be keyed to Owner’s master key and to existing apartment door.

MAINTENANCE PRODUCTS
Provide special wrenches and tools applicable to each different or special hardware component.
Provide maintenance tools and accessories supplied by hardware component manufacturer.

PART 2 - PRODUCTS

MANUFACTURERS
Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include but is not limited to the manufacturers unless noted as only acceptable manufacturer. The first manufacturers name for each item is the manufacturer used in the hardware sets.

Locks: 2-3/4 inch backset, lever trim with contour return for doors, verify 2 3/4" back set
Lever Style for AL Series: Saturn

GENERAL REQUIREMENTS FOR DOOR HARDWARE PRODUCTS
Provide products that comply with the following:
Applicable provisions of Federal, State, and local codes.

ANSI/ICC A117.1, American National Standard for Accessible and Usable Buildings and Facilities.

Applicable provisions of NFPA 101, Life Safety Code.

Hardware supplier to provide all accessories required, whether specified or not, for a complete and operating hardware installation and operation. Hardware supplier to notify the Architect if any conflicts with hardware specified ten days before bids are due.

Finishes: Identified in schedule at end of section.

KEYING
Door Locks: All doors shall be keyed in to existing apartment key and master key into existing lock system. After award of contract, hardware supplier shall confer with Owner and Architect to determine keying system.

Furnish a minimum of four keys per lock. Keys shall be properly marked.

PART 3 – EXECUTION

EXAMINATION
Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings.

INSTALLATION
Install hardware in accordance with manufacturer's instructions and applicable codes.

Use templates provided by hardware item manufacturer.

Mounting heights for hardware from finished floor to center line of hardware item: As listed in Schedule, unless otherwise noted:
For steel doors and frames: Comply with DHI "Recommended Locations for Architectural Hardware for Steel Doors and Frames."

Thresholds shall be set in a full bed of butyl rubber or polyisobutylene mastic sealant.

ADJUSTING

Adjust hardware for smooth operation upon installation and one month after Owner's occupancy.

PROTECTION OF FINISHED WORK

Do not permit adjacent work to damage hardware or finish.

HARDWARE SCHEDULE

FINISHES AND MATERIALS (Unless Otherwise Noted)

Knobs Locks and Latches:	US26D
Door Butts – nonferrous – for exterior, toilet, bath and other wet areas:	Ferrous – Other Doors US26D
Door Stops and Holders:	US26D
Miscellaneous Items:	US26D

All Stainless Steel shall be.
Type 302 - 18-8.

HARDWARE SCHEDULE

SET 1-
Hinges weatherstripping, by Aluminum Door company. See Section 08 11 16

1 Entrance Lock	AL53Pd Schlage
1 Sweep	D608A National Guard
1 Threshold	513 National Guard
1 Automatic Door Bottom	220 SDKB National Guard
1 Overhead hold-open	32" door = 903H
Glynn Johnson	36" door = 904H
1 Set Weatherstripping	141NDKB National Guard

END OF SECTION

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SECTION 08 80 00
GLAZING

PART 1 - GENERAL

Applicable provisions of Division 1 shall govern all work under this section.

SECTION INCLUDES
Glass for doors.
Glazing compounds and accessories.

RELATED SECTIONS
Section 07 90 05 - Joint Sealers: Sealant and back-up material.
Section 08 11 16 - Aluminum Doors and Frames.

REFERENCES
16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.

ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings, Safety Performance Specifications and Methods of Test; 2004.

ASTM C 864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005.

ASTM C 920 - Standard Specification for Elastomeric Joint Sealants; 2005.

ASTM C 1036 - Standard Specification for Flat Glass; 2001.

ASTM C 1048 - Standard Specification for Heat-Treated Flat Glass--Kind HS, Kind FT Coated and Uncoated Glass; 2004.

ASTM C 1172 - Standard Specification for Laminated Architectural Flat Glass; 2003.

ASTM C 1193 - Standard Guide for Use of Joint Sealants; 2005a.

ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2005.

ASTM E 773 - Standard Test Method for Accelerated Weathering of Sealed Insulating Glass Units; 2001.

ASTM E 774 - Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units; 1997.

ASTM E 1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2004.

ASTM E 2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2002.

GANA (GM) - GANA Glazing Manual; Glass Association of North America; 2004.

GANA (SM) - FGMA Sealant Manual; Glass Association of North America; 1990.
GANA (LGDG) - Laminated Glazing Reference Manual; Glass Association of North America; 2006.
SIGMA TM-3000 - Glazing Guidelines for Sealed Insulating Glass Units; Sealed Insulating Glass

Manufacturers Association; 2004.

PERFORMANCE REQUIREMENTS

Provide glass and glazing materials for continuity of building enclosure vapor retarder and air barrier:

In conjunction with vapor retarder and joint sealer materials described in other sections.

To utilize the inner pane of multiple pane sealed units for the continuity of the air barrier and vapor retarder seal.

To maintain a continuous air barrier and vapor retarder throughout the glazed assembly from glass pane to heel bead of glazing sealant.

Select type and thickness of exterior glass to withstand dead loads and wind loads acting normal to plane of glass at design pressures calculated.

Use the procedure specified in ASTM E 1300 to determine glass type and thickness.

Limit glass deflection to 1/200 or flexure limit of glass, whichever is less, with full recovery of glazing materials.

Thicknesses listed are minimum.

SUBMITTALS

Product Data on Glass Types: Provide structural, physical, and environmental characteristics, size limitations, special handling, or installation requirements.

Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.

Certificates: Certify that products meet or exceed specified requirements. Insulating glass shall have permanent markings etched into glass with a certification label from Insulating Glass Certification Council or Associated Laboratories, Inc.

QUALITY ASSURANCE

Perform Work in accordance with GANA Glazing Manual and FGMA Sealant Manual for glazing installation methods.

ENVIRONMENTAL REQUIREMENTS

Do not install glazing when ambient temperature is less than 50 degrees F.

Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

WARRANTY

Provide a ten (10) year warranty to include coverage for sealed glass units from seal failure, interpane dusting or misting, and replacement of same.

PART 2 - PRODUCTS

MANUFACTURERS

Subject to compliance with requirements, provide products from one of the following, but not limited to:

Manufacturers:

ACH Glass/Versalux.
AFG Industries, Inc.
Pilkington Building Products North America
PPG Industries, Inc.
Old Castle Glass

SEALED INSULATING GLASS MATERIALS

Manufacturers:

Any of the manufacturers listed under manufacturers above.

Exterior Insulated Glass Units: Float type, heat strengthened. Double pane with glass to elastomer edge seal. Outer pane of ¼" clear tempered glass, inner pane of ¼" clear tempered glass. Following is based upon: Guardian Sungard IS (20) insulating glass.

Place Low "E" coating on No. 2 surface within the unit on inner pane.
Winter U Value = .24
SHGC = .36

Durability: Certified by an independent testing agency to comply with ASTM E 2190.

Purge interpane space with dry hermetic air.

Comply with ASTM C 1036, Type I, transparent flat, Quality Q3 (glazing select).

Comply with ASTM C 1048.

Total unit thickness of 1inch minimum.

Edge Seal Construction: Aluminum, bent and soldered corners.

GLAZING COMPOUNDS

Manufacturers:

Bostik, Inc.
GE Silicones
Pecora Corporation
BASF Construction Chemicals, Inc.
Or approved equal.

Comply with sealant and glass manufacturers for selection of glass sealants which suit project application and installation conditions.

Butyl Sealant: Single component; ASTM C 920, Grade NS, Class 12-1/2, Uses M and A; Shore A hardness of 10 to 20; black color; non-skinning.

Polysulfide Sealant: Two component; chemical curing, non-sagging type; ASTM C 920, Type M, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25.

GLAZING ACCESSORIES

Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness, ASTM C 864 Option I. Length of 0.1 inch for each square foot of glazing or minimum 4-inch x width of glazing rabbet space minus 1/16-inch x height to suit glazing method and pane weight and area.

Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness, ASTM C 864 Option I. Minimum 3-inch-long x one half the height of the glazing stop x thickness to suit application, self-adhesive on one face.

Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.

Manufacturers:

Pecora Corporation
Tremco, Inc.
Or approved equal.

PART 3 - EXECUTION

EXAMINATION

Verify that openings for glazing are correctly sized and within tolerance.

Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

PREPARATION

Clean contact surfaces with solvent and wipe dry.
Seal porous glazing channels or recesses with substrate compatible primer or sealer.
Prime surfaces scheduled to receive sealant.
Install sealants in accordance with ASTM C 1193 and FGMA Sealant Manual.
Install sealant in accordance with manufacturer's instructions.

INSTALLATION - EXTERIOR DRY METHOD (TAPE AND GASKET SPLINE GLAZING)

Cut glazing tape to length; install on glazing pane. Seal corners by butting tape and sealing junctions with butyl sealant.

Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.

Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.

Install removable stops without displacing glazing spline. Exert pressure for full continuous contact.

Trim protruding tape edge.

INSTALLATION - EXTERIOR WET/DRY METHOD (PREFORMED TAPE AND SEALANT)

Cut glazing tape to length and set against permanent stops, 3/16 inch below sight line. Seal corners by butting tape and dabbing with butyl sealant.

Apply heel bead of butyl sealant along intersection of permanent stop with frame ensuring full perimeter seal between glass and frame to complete the continuity of the air and vapor seal.

Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
Rest glazing on setting blocks and push against tape and heel bead of sealant with sufficient pressure to attain full contact at perimeter of pane or glass unit.

Install removable stops, with spacer strips inserted between glazing and applied stops, below sight line. Place glazing tape on glazing pane or unit with tape flush with sight line.

Fill gap between glazing and stop with sealant to depth equal to bite of frame on glazing, but not more than 3/8 inch below sight line.

Apply cap bead of sealant along void between the stop and the glazing, to uniform line, flush with sight line. Tool or wipe sealant surface smooth.

INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)

Cut glazing tape to length and set against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.

Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.

Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.

Place glazing tape on free perimeter of glazing in same manner described above.

Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.

Knife trim protruding tape.

MANUFACTURER'S FIELD SERVICES

Glass and Glazing product manufacturers to provide field surveillance of the installation of their products. Monitor and report installation procedures and unacceptable conditions.

CLEANING

Remove glazing materials from finish surfaces.
Remove labels after Work is complete.
Clean glass and adjacent surfaces not more than 4 days prior to date scheduled for inspections.

PROTECTION OF FINISHED WORK

Protect glass from contact with contaminating substances resulting from construction operations. Remove substances recommended by glass manufacturer.

SCHEDULE

Aluminum Entrances: Exterior/interior dry method

END OF SECTION

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SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

Applicable provisions of Division 1 shall govern all work under this section.

SECTION INCLUDES
Gypsum wallboard.
Joint treatment and accessories.
Textured finish system.

RELATED SECTIONS
Section 06 10 00 - Rough Carpentry: Building framing, sheathing, and blocking.
Section 07 90 05 - Joint Sealers

REFERENCES
AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute.

ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

ASTM C 475/C 475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.

ASTM C 754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.

ASTM C 840 - Standard Specification for Application and Finishing of Gypsum Board.

ASTM C 954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.

ASTM C 1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.

ASTM C 1396/C 1396M - Standard Specification for Gypsum Board.

ASTM E 72 - Standard Test Methods of Conducting Strength Tests of Panels for Building Construction.

ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials
.
GA-214 - Recommended Levels of Gypsum Board Finish; Gypsum Association.

GA-216 - Application and Finishing of Gypsum Board; Gypsum Association.
GA-600 - Fire Resistance Design Manual; Gypsum Association.
ITS (DIR) - Directory of Listed Products; Intertek Testing Services NA, Inc.; current edition.
UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

SUBMITTALS

Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.

Test Reports: For all stud framing products that do not comply with ASTM C 645 or C 754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

Samples: Submit two samples of gypsum board finished with proposed texture application, 12 x 12 inches in size, illustrating finish color and texture.

QUALITY ASSURANCE

Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.

Maintain one copy of standards at project site.

Applicator Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

REGULATORY REQUIREMENTS

Conform to applicable code for fire rated assemblies indicated and conforming to assemblies tested and listed by recommended authorities.

PART 2 – PRODUCTS

GYPSUM BOARD MATERIALS

Manufacturers:

BPB America Inc.
G-P Gypsum Corporation
National Gypsum Company
USG
Or approved equal.

Gypsum Interior Wallboard: ASTM C 1396/C 1396M. Sizes to minimize joints in place; ends square cut.

Regular Type:

Application: Use for vertical and horizontal surfaces, unless otherwise indicated.

Thickness: As noted on Plans

Inside board facing with mold resistant facing.

Edges: Tapered.

ACCESSORIES

Finishing Accessories: ASTM C 1047, galvanized steel or rolled zinc, unless otherwise indicated.

Types: As detailed or required for finished appearance.
Special Shapes: In addition to conventional cornerbead and control joints, provide “L” bead at exposed panel edges.

Joint Materials: ASTM C 475 and as recommended by gypsum board manufacturer for project conditions.

Tape: 2-inch-wide, creased paper tape for joints and corners, except as otherwise indicated.
Ready-mixed vinyl-based joint compound.

Powder-type vinyl-based joint compound.

Textured Finish Materials: Latex-based compound; plain.

Nails: ASTM C 514.
Staples: ASTM C 840.
Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 – EXECUTION

EXAMINATION
Verify that project conditions are appropriate for work of this section to commence.

GYPSUM BOARD INSTALLATION
Comply with ASTM C 840 and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
Exception: Tapered edges to receive joint treatment at right angles to framing.

Installation on Wood Framing: Use screws for attachment of all gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

INSTALLATION OF TRIM AND ACCESSORIES
Corner Beads: Install at external corners, using longest practical lengths.

Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated, “l” bead.

JOINT TREATMENT
Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
Finish gypsum board in scheduled areas in accordance with levels defined in ASTM C 840 and as scheduled below.

Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
Feather coats of joint compound so that camber is maximum 1/32 inch.

Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.

Taping, filling, and sanding is not required at base layer of double layer applications.

All existing gypsum board surfaces shall be repaired and patched to match existing. Repair all nicks, dents, nail heads, removed wall areas.

TEXTURE FINISH

Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions and to match approved sample.

TOLERANCES

Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

FINISH LEVEL SCHEDULE

Level 5: Walls and ceilings scheduled to receive semi-gloss or gloss paint finish.

END OF SECTION

SECTION 09 65 00
RESILIENT FLOORING

PART 1 - GENERAL

GENERAL: Applicable provisions of Division 1 shall govern work under this Section.

WORK INCLUDED:
Furnish and install vinyl base.
Furnish and install-LVT-which can be either Luxury vinyl plank or Luxury vinyl tile-Owners choice

SCOPE:
Provide all materials, labor, services, and incidentals necessary for the completion of this Section of the Work.

SUBMITTALS:
With manufacturer's data and installation instructions, submit the following:

Samples of each type, color and pattern of resilient flooring and accessories.

Maintenance instructions for each type of flooring.

PART 2 - PRODUCTS

COLORS AND PATTERNS:
As selected by Architect from manufacturer's standard colors and patterns.

MATERIALS - BASE
Resilient Base: Type IV Thermoplastic Vinyl base, Cove, and as follows:
Height: 4 inch.
Thickness: 0.125 inch thick.
Finish: Satin.
Length: 4 foot sections.
Color: Color as selected from manufacturer's standards.
Accessories: Premolded external corners and end stops.
Manufacturers:
BurkeMercer Flooring Products
Johnsonite, Inc.
Roppe Corp.
Armstrong World Industries
Vinyl Plastics, Inc.
Or approved equal.

MATERIALS – LUXURY VINYL PLANK
Size: 5” x 36” or 5” x 48”
Basis of Design – Mannington Select Plank, 0.98” overall thickness, 30 mil wear layer.

MATERIALS – LUXURY VINYL TILE
Size: 18” x 18”
Basis of Design – Mannington Select Tile, 0.98 overall thickness, 30 mil. wear layer.

ACCESSORIES
Subfloor Filler: Portland cement base; type recommended by adhesive material manufacturer.
Primers, Adhesives, and Seaming Materials: Waterproof; types recommended by flooring manufacturer. Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.

Moldings and Edge Strips:
Where resilient floors terminate to concrete or hard tile floors not less than 1” width, 1/8” gage, tapered bullnose edge, color as selected by Architect.

ACCEPTABLE MANUFACTURERS:
Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

1) Wall Base:
   Afco Rubber Corporation
   Azrock Floor Products
   Flexco Division, Textile Rubber Company, Inc.
   Johnson Rubber Company, Flooring Accessories Division
   Vinyl Plastics, Inc.

ADHESIVES (CEMENTS):
Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.

LEVELING COMPOUND:
Latex type as recommended by flooring manufacturer.

PART 3 - EXECUTION

EXAMINATION
Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive resilient flooring.

Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

Verify that sub-floor surfaces are dust-free and free of substances which would impair bonding of adhesive materials to sub-floor surfaces.

Verify that required floor-mounted utilities are in correct location.

PREPARATION

Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.

Prohibit traffic until filler is cured.

Clean substrate.

INSTALLATION - RESILIENT FLOORING

Install in accordance with manufacturer's instructions.

Spread only enough adhesive to permit installation of materials before initial set.

Set flooring in place; press with heavy roller to attain full adhesion.

Lay flooring with joints and seams parallel to building lines to produce symmetrical tile pattern.

Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

INSTALLATION - BASE

Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.

Miter internal corners. At external corners, use pre-molded units. At exposed ends, use pre-molded units or kerf out back side, heat up and bend at outside corners. Do not cut cove on base. Do not distort the color on exterior corners.

Install base on solid backing. Bond tightly to wall and floor surfaces.

Scribe and fit to door frames and other interruptions.

CLEANING

Remove excess adhesive from floor, base, and wall surfaces without damage.
Clean, seal, and wax resilient flooring products in accordance with manufacturer's instructions.

PROTECTION OF FINISHED WORK

Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION

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SECTION 09 90 00
PAINTING

RELATED DOCUMENTS
Applicable provisions of Division 1 shall govern work of this Section.

SECTION INCLUDES
Surface preparation
Field application of paints, stains, varnishes, and other coatings
Surfaces to be finished are indicated in this section and on the Drawings.

RELATED SECTIONS
Section 06 10 00 – Wood Fences
Section 09 21 16 – Gypsum Board Assemblies

SUBMITTALS
Samples: Prior to beginning work, furnish color chips for surfaces to be stained and varnished.

DELIVERY AND STORAGE
Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer's name and label.

Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

Protect from freezing where necessary. Material not to be stored on site. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

JOB CONDITIONS
Apply materials in conditions recommended by manufacturer.

MATERIALS
Only top-o-line (retail) product line paint shall be used of an approved manufacturer. Paint shall be ready-mixed except that tinting and thinning may be done at the job. Use best grade products of the retail line of the following approved manufacturers: Mautz, Glidden, Sherwin Williams, O'Brien, Benjamin Moore, Pratt, and Lambert, Ace Hardware, or approved equal.

Product used shall result in a hard, durable, non-chalking surface that is scrubbable without causing the paint to soften. The following specification is based on Sherwin-Williams. If any other brand from the list of approved manufacturers is used, complete technical data and specifications shall be submitted prior to application concerning scrub cycles, wash ability, method of application, etc.

INSPECTION
Applicator must examine areas and conditions under which staining and varnishing work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.

Starting of work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable film.

SURFACE PREPARATION

General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

EXTERIOR:

Wood -: All surfaces to be dry, free of loose dirt, dust or grit and planer marks.

INTERIOR:

Gypsum Board - New: All surfaces to be free of sanding dust and joint treatment cement to be thoroughly dry. Damaged or defective surfaces to be repaired by spackling or other appropriate measures.

All existing gypsum board surfaces to be repainted shall have existing paint lines from removed items sanded smooth with wall surface prior to repainting of walls. Existing gypsum board surfaces shall be thoroughly cleaned prior to application of paint coat. Any surface defects, nail/screw holes, etc. to be filled and sanded flush with adjacent surface prior to painting.

Materials Preparation:

Mix and prepare painting materials in accordance with manufacturer's directions.

Maintain containers used in mixing and application in a clean condition, free of foreign materials and residue.

Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

APPLICATION

General: Apply in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

All materials shall be applied free from runs, sags, wrinkles, streaks, shiners, and brush marks.

Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated, or otherwise prepared for finishing as soon as practical after preparation and before subsequent surface deterioration.

Allow sufficient time between successive coatings to permit proper drying. Do not recoat until surface has dried to where it feels firm, does not deform, or feel sticky under moderate thumb pressure, and application of another coat does not cause lifting or loss of adhesion of the undercoat.

All wood surfaces shall receive a coat of stain off site after fence is assembled, touch-up cut edges of wood with matching stain.

Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

Prime Coats: Apply prime coat of material, which is required to be painted or finished, and which has not been prime coated by others.

Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

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

CLEAN UP

At the completion of work, all containers and debris shall be removed from the area. Spots, oil or stains upon adjacent surfaces and fixtures shall be removed and the job left clean and acceptable to the satisfaction of the Owner.

All prefinished surfaces shall be touched-up with material as recommended by the manufacturer.

SCHEDULE

Partial list of items requiring painted finish:
Interior: Gypsum – new and existing

Exterior: Alternate Bid 1
Wood Fence

PAINTING SCHEDULE

Gypsum Board – New and Existing
1st Coat: Latex Primer
2nd & 3rd Coat: Ace Hardware Egg Shell Latex

Exterior Wood
2 Coats: Sherwin-Williams Polyurethane Semi-Transparent Woodscape Stain.

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SECTION 12 21 13
HORIZONTAL LOUVER BLINDS

PART 1 GENERAL

SECTION INCLUDES

Horizontal slat louver blinds mounted on aluminum doors.

Operating hardware.

RELATED SECTIONS

Section 08 11 16 – Aluminum Doors and Frames

SUBMITTALS

Product Data: Provide data indicating physical and dimensional characteristics.

Samples: Submit two samples, 3inch long illustrating slat materials and finish, color, cord type and color.

Manufacturer's Installation Instructions: Indicate special procedures.

QUALITY ASSURANCE

Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

PROJECT CONDITIONS

Coordinate the work with door installation.

Take field measurements to determine sizes required.

PART 2 PRODUCTS

MANUFACTURERS

Horizontal Louver Blinds:

Hunter Douglas Window Fashions.

Levolor Contract, division of Newell Rubbermaid, Inc.

Graber, division of Springs Industries, Inc.

BLINDS AND BLIND COMPONENTS

Blinds: Horizontal slat louvers hung from full-width headrail with full-width bottom rail; manual control of raising and lowering by cord with full range locking; blade angle adjustable by control wand.

Metal Slats: Spring tempered pre-finished aluminum; radiused slat corners, with manufacturing burrs removed.

Width: 1/2 inch.

Thickness: 0.008 inch.

Color: As selected by Owner.

Slat Support: Woven polypropylene cord, ladder configuration.

Head Rail: Pre-finished, formed aluminum box, with end caps; internally fitted with hardware, pulleys, and bearings for operation; same depth as width of slats

Color: Same as slats

Bottom Rail: Pre-finished, formed PVC with top side shaped to match slat curvature; with end caps.
Color: Same as headrail. Provide attachments to anchor bottom rail to door and allow to pivot.

Lift Cord: Braided nylon; continuous loop.
Free end weighted.

Control Wand: Extruded hollow plastic; hexagonal shape.
Non-removable type.

Headrail Attachment: Wall brackets to door.

Accessory Hardware: Type recommended by blind manufacturer.

FABRICATION
Fabricate blinds to cover door glass lite completely.

PART 3 EXECUTION

EXAMINATION
Verify that openings are ready to receive the work.

INSTALLATION
Install blinds in accordance with manufacturer's instructions.

Secure in place with flush countersunk fasteners.

INSTALLATION TOLERANCES
Maximum Offset From Level: 1/8 inch.

ADJUSTING
Adjust blinds for smooth operation.

CLEANING
Clean blind surfaces just prior to occupancy.

END OF SECTION

SECTION 32 31 32
WOOD COMPOSITE FENCES

PART 1 – GENERAL

SECTION INCLUDES

Wood composite fences.

Excavation for posts.

REFERENCES

ASTM C 94 - Standard Specification for Ready-Mixed Concrete.

ASTM C 177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.

ASTM D 143 - Standard Test Methods for Small Clear Specimens of Timber.

ASTM D 198 - Standard Test Methods of Static Tests of Lumber in Structural Sizes.

ASTM D 1037 - Standard Test Methods for Evaluating Properties of Wood-Base Fiber and Particle Panel Materials.

ASTM D 1413 - Standard Test Method for Wood Preservatives by Laboratory Soil-Block Cultures.

ASTM D 1761 - Standard Test Methods for Mechanical Fasteners in Wood.

ASTM D1929 - Standard Test Method for Determining Ignition Temperature of Plastics.

ASTM D 2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.

ASTM D 2394 - Standard Methods for Simulated Service Testing of Wood and Wood-Base Finish Flooring.

ASTM D 2395 - Standard Test Methods for Specific Gravity of Wood and Wood-Based Materials.

ASTM D 4761 - Standard Test Methods for Mechanical Properties of Lumber and Wood-Base Structural Material.

ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

ASTM F 1679 - Standard Test Method for Using a Variable Incidence Tribometer (VIT).
American Wood Preservers Association (AWPA) E1-06 - Standard Method for Laboratory Evaluation to Determine Resistance to Subterranean Termites.

SUBMITTALS

Submit under provisions of Section 01 30 00 - Administrative Requirements.

Product Data: Manufacturer's data sheets on each product to be used indicating sizes, profiles, surface finishes, and performance characteristics, and including:

Preparation instructions and recommendations.
Storage and handling requirements and recommendations.
Installation methods.
Instructions on care and cleaning of composite wood products.
Verification Samples: For each finish product specified, two samples, minimum size 9 inches (229 mm) square, representing actual product, color, and patterns.
Manufacturer's Certificates: Certify products meet or exceed specified requirements.
Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for cleaning and maintenance.

DELIVERY, STORAGE, AND HANDLING

Deliver, store and handle products in accordance with the manufacturer's instructions.
Store level and flat, off ground or floor, with supports at each end and maximum 24 inches on center.
Do not stack wood composite over 8 feet (203 mm) high.
Cover wood composite with waterproof covering, vented to prevent moisture buildup.

WARRANTY

Provide manufacturer's 25-year residential warranty / 10-year commercial warranty providing coverage against checking, splitting, splintering, rotting, structural damage from termites, and fungal decay of wood composite.

PART 2 - PRODUCTS

MANUFACTURERS

Acceptable Manufacturer: Trex Fencing, which is located at: 160 Exeter Dr.; Winchester, VA 22603; Distributors and Technical Contacts: www.trexfencing.com.

Requests for substitutions will be considered.

MATERIALS

Wood composite: Reclaimed wood and plastic with integral coloring; free from toxic chemicals and preservatives:
Characteristics:
- Abrasion resistance: 0.01-inch wear per 1000 revolutions, tested to ASTM D 2394.
- Hardness: 1124 pounds, tested to ASTM D 143.
- Self-ignition temperature: 743 degrees F, tested to ASTM D 1929.
- Flash ignition temperature: 698 degrees F, tested to ASTM D 1929.
- Flame spread rating: 80, tested to ASTM E 84.
- Water absorption, 24-hour immersion, tested to ASTM D 1037:
- Sanded surface: 4.3 percent.
- Unsanded surface: 1.7 percent.
- Thermal expansion coefficient, 36-inch-long samples:
- Width: 35.2 x 10-6 to 42.7 x 10-6.
- Length: 16.1 x 10-6 to 19.2 x 10-6.
- Fastener withdrawal, tested to ASTM D 1761:
- Nail: 163 pounds per inch.
- Screw: 558 pounds per inch.

Static coefficient of friction:
Dry: 0.53 to 0.55, tested to ASTM D 2047.
Dry: 0.59 to 0.70, tested to ASTM F 1679.
Wet: 0.70 to 0.75, tested to ASTM F 1679.
Fungus resistance, white and brown rot: No decay, tested to ASTM D 1413.
Termite resistance: 9.6 rating, tested to AWPA E-1.
Specific gravity: 0.91 to 0.95, tested to ASTM D 2395.
Compression:
Parallel: 1806 PSI ultimate, 550 PSI design, tested to ASTM D 198.
Perpendicular: 1944 PSI ultimate, 625 PSI design, tested to ASTM D 143.
Tensile strength: 854 PSI ultimate, 250 PSI design, tested to ASTM D 198.
Shear strength: 561 PSI ultimate, 200 PSI design, tested to ASTM D 143.
Modulus of rupture: 1423 PSI ultimate, 250 PSI design, tested to ASTM D 4761.
Modulus of elasticity: 175,000 PSI ultimate, 100,000 PSI design, tested to ASTM D 4761.
Thermal conductivity: 1.57 BTU per inch per hour per square foot at 85 degrees F, tested to ASTM C 177.

COMPONENTS
Fence System: Seclusions Privacy Fence System.
Fence height:
4 feet.
Components:
Fence posts.
Post caps:
Pyramid.
Top rail
Aluminum bottom rail inserts.

Surface texture: Smooth.
Color- As Selected by Owner from one of the following:
Saddle.
Winchester Grey.
Woodland Brown.

ACCESSORIES
Fasteners: 1-5/8 inch galvanized or corrosion-resistant coated steel. Provide finish nails where applicable.

Concrete: Provide concrete conforming to ASTM C 94; minimum 2500 PSI compressive strength at 28 days, with a 3-to-5-inch slump.

PART 3 – EXECUTION

EXAMINATION
Do not begin installation until substrates have been properly prepared.
If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

PREPARATION
Clean surfaces thoroughly prior to installation.

Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

INSTALLATION

Install in accordance with manufacturer's instructions.
Cut and drill wood composite using carbide tipped blades.
Space posts maximum 8 feet on center.
Drill post holes into undisturbed or compacted soil; excavate deeper in soft or loose soils and for posts with heavy lateral loads.
Drill posts to 12-inch diameter. Locate bottom of post 48 inches below grade or below frost line whichever is greater.
Place top of concrete flush with finished grade.
Screw fence brackets to posts with four 1-5/8-inch-long exterior screws.
Cut top rails, pickets, bottom rail covers and aluminum bottom rails to lengths required.
Slide bottom rail covers over aluminum bottom rail pieces.
Position aluminum bottom rail on fence brackets with deeper side of rail channel facing downward.
Cut end pickets to height to provide clearance under brackets and screw to posts.
Insert pickets into bottom rail, interlocking adjacent pieces.
Position top rail and screw attach to top brackets with 1-5/8-inch-long exterior screws.
Use finish nails to secure pickets to rails if the pickets are not tightly interlocked.
Place post caps over post tops and secure with construction adhesive or four finish nails.

CLEANING

Clean wood composite to remove stains:
Mold, mildew, and berry and leaf stains: Clean surfaces with conventional deck wash containing detergent or sodium hypochlorite.
Rust and ground-in dirt: Clean surfaces with cleaner containing oxalic or phosphoric acid.
Oil and grease: Clean surfaces with detergent containing degreasing agent.

PROTECTION

Protect installed products until completion of project.
Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 32 91 13
SOIL PREPARATION

PART 1 - GENERAL

SUMMARY OF WORK
Work under this section consists of the preparation for and supply of loamy, humus-bearing soil used to sustain plant life, and its placement, spreading and finishing as directed by the contract drawings and specifications. This material may be furnished by the Contractor from approved off-site sources, or can be salvaged from on-site excavations and used provided that it meets the standards specified herein.

Areas designated for specified soil preparation or treatment shall be clearly indicated on the project drawings. The Contractor shall provide all necessary equipment, labor and materials to perform the work as specified. A 4" thick minimum topsoil thickness to be applied over disturbed surfaces. If not enough is available from salvaged on-site material, contractor shall furnish off-site material at no extra cost to the project.

RELATED WORK
Applicable provisions of Division 1 shall govern all work under this section.

REFERENCES
State of Michigan, Department of Transportation, current issue of *Standard Specifications for Highway and Structure Construction*, hereafter termed D.O.T.

SUBMITTALS
Samples of all materials shall be submitted for approval when requested. Submit laboratory certification of soils to Architect prior to delivery.

QUALITY ASSURANCE
The Contractor will prepare subsoils and topsoil such that all specified grades are maintained truly and evenly.

Topsoil shall conform to D.O.T., and meet acceptable soil test levels as determined by the state laboratory or a recognized commercial laboratory. The soil test should assess: the levels of pH and organic matter; magnesium, potassium and phosphorous levels; and soluble salt levels.

Topsoil installed at grade should seek to match the existing soil texture, except where a clay subsoil exists in which case loam or silt loam topsoils are to be used.

Applied topsoil should be reasonably free of stones, coarse sands, lumps, roots, sticks, and other foreign debris over 1-1/2" (3.8 cm) across, as well as parts of weed species such as thistle, quackgrass, or other species specified.

Backfill mixture should not be amended, and should be similar to the existing surrounding soil.

PART 2 - PRODUCTS

MATERIALS
Organic Matter: Organic soil amendments acceptable as part of a backfill mix include:

- Peat Moss - Type 1 sphagnum, weed and seed free, 3.1-5.0 pH
- Sedge Peat - decomposed peat with no identifiable fibers
- Leaf Compost - screened and free of trash and other debris
- Compost - standard commercial grade compost of sheep or cow manure
- Composted Sewage Sludge - approved, screened, polymer-dewatered sewage sludge, 6.2-7.2 pH
- Pine Bark - potting grade pine bark with no particles larger than 1/2" (1.3 cm), less than 10% wood fiber

Fertilizer: Granular, non-burning product composed of not less than 50% organic slow-acting, guaranteed analysis professional fertilizer. Fertilizer shall be specified in the contract documents as to composition, but is subject to revision to suit project site conditions.

All fertilizers shall be delivered fully labeled according to applicable regulations, bearing name, trade name or trademark of producer, along with producer's warranty. Application amounts of fertilizer and lime will be governed by the recommendations of the soil test.

Lime: Lime material shall conform to D.O.T.

PART 3 - EXECUTION

PREPARATION

Below-grade Soil Preparation: Final preparation of subsoil is to occur only after subsoil is rough-graded to within 2.5" (6.4 cm) of specified subgrade. All weed growth in area shall be removed prior to work. Rototill the subsoil to a depth of 10-12" (25.4-30.5 cm) to allow aeration. If required, lime material shall be spread as per soil test recommendations.

Final Grade Preparation With Topsoil: Provide minimum 4" topsoil depth meeting specified standards shall be distributed uniformly across designated areas to match desired grades, correcting any irregularities that may cause surface depressions. Topsoil must not be applied in any condition that would hamper a successful seeding operation, including application while in a frozen or muddy condition, or when the subgrade is too wet, as indicated by saturation. When 3" (7.6 cm) or less of topsoil is being added, it shall be thoroughly tilled into the subgrade, with amendments mixed evenly within that depth.

Final Grading: Final preparation for seeding shall proceed once all depressions or irregularities resulting from various soil preparation operations are corrected. All debris, sticks, stones, etc. greater than 1" (3.8 cm) in length or diameter, as well as any object that could interfere with seeding, sodding or planting shall be removed.

END OF SECTION

SECTION 32 92 19
SEEDING

PART 1 - GENERAL

SUMMARY OF WORK
Work includes seeding, mulching and maintenance. Furnish all labor, material and equipment necessary to perform the seeding and related work as indicated on the drawings.

RELATED WORK
Applicable provisions of Division 1 shall govern all work under this section.

Related Work Specified Elsewhere: Section 32 91 13 - Soil Preparation

SUBMITTALS
Submit seed samples and data showing seed mix composition and a guarantee of germination for approval by Owner.

DELIVERY, STORAGE AND HANDLING
Seed shall be delivered to the site in its original, unopened container, labeled as to weight, analysis, and manufacturer. Store any seed delivered prior to use in a manner safe from damage from heat, moisture, rodents, or other causes. Any seed damaged after acceptance shall be replaced by the Contractor.

Fertilizer shall be delivered to the site in original, sealed containers, and stored in a waterproof space. Containers shall bear the manufacturer's name, analysis, trademark and guarantee.

PLANTING SEASON
The regular seeding season is considered April 1-June 15 and September 1-October 15.

GUARANTEE
The Contractor shall guarantee the germination of seed installed during the regular seeding season. Guarantee of seed establishment may not be given if seeding is performed during what is considered out-of-season.

PART 2 - PRODUCTS

MATERIALS
Grass Seed: All grass seed shall conform to the requirements of state and local ordinances, regarding noxious weed seed content and labeling. Seed shall not be used later than one (1) year following the test date labeled.

Quality testing of seed shall be performed by a testing agency licensed in the State of Michigan. The agency shall receive representative materials proposed for use, test topsoil pH and analyze organic content, and provide recommendations for: a) soil additives to achieve desired pH factor; and b) nutrients to achieve the desired organic composition of the seeding bed. PH to be between 5.4 and 7.0.

Seed measurement shall be based on net masses of seed shipments, or by weight, using approved scales supplied by the Contractor. Any seed wasted during the course of installation, or otherwise unused, shall be deducted.

Grass Seed Mix: Varieties of seed in the mix shall be proportioned by weight as per Michigan D.O.T.

Water: Adequate supplies suitable for irrigation and free of harmful materials which could inhibit vigorous growth of grass.

Mulching Material: Oat or wheat straw, free from weeds and foreign matter detrimental to plant life, and dry.

Cellulose fiber mulch: Prepared cellulose processed into a uniform fibrous state, containing nothing to inhibit the growth of grass seedlings.

Wood shaving mats: Woven, and can contain lightweight plastic netting on one or both sides.

Fertilizer: Granular, non-burning product composed of not less than fifty (50) percent organic slow-acting, guaranteed analysis professional fertilizer. Fertilizer shall conform to Michigan State Statutes.

Commercially available Type 'B' top-dressing fertilizer shall be composed of thirty-one (31) percent nitrogen, three (3) percent phosphoric acid, and ten (10) percent potash, or to a specified starter ratio, based upon tested site conditions.

Lime: Lime material shall conform to Michigan D.O.T.

PART 3 - EXECUTION

PREPARATION

Seed shall be installed at the finish grade elevation(s) specified, on a surface prepared and finished to an even, loose and uniform surface. The area to be seeded shall be worked with discs, harrows or other appropriate equipment.

No seeding shall occur on frozen ground or at temperatures lower than 32° F (0° C).

SEEDING

Apply seed at rate of 10 lbs per 1,000 sq. ft. evenly in two directions. Rake in lightly.

Install mulch after seed is installed the same day.

Do not sow seed immediately following a rain, when the ground is too dry or during window conditions.

Roll seeded area with a roller not exceeding 112 lbs.

Apply water with a fine spray immediately after each area has been mulched. Saturate 4" of soil.

Following germination, immediately reseed areas without germinated seeds that are larger than 4x4 inches.

FERTILIZING

All chemical applications are to be performed in accordance with current federal, state and local laws, through EPA-registered materials and application techniques, and performed under the supervision of a licensed certified applicator.

Fertilizer is to be applied with a mechanical rotary or drop-type distributor approximately thirty (30) days after seeding, at a rate equal to 1 lb. per 1,000 sq. ft. (0.48 kg/100 sq. m.), and thoroughly watered into the soil.

CLEANING AND REPAIR

Waste and excess material from the seeding operation shall be promptly removed. Adjacent paved areas are to be cleaned, and any damage to existing adjacent turf areas shall be repaired.

INSPECTION

Areas of installed seed shall be inspected by the Contractor and Owner's Project Representative at which time the work will be accepted or rejected.

MAINTENANCE

Fertilizing: Seeded areas shall be fertilized in early spring at a rate equivalent to 1/2 lb. per 1,000 sq.ft. (0.24 kg/100 sq. m.).

If liming is recommended by a soil test verifying nutrient imbalances or deficiencies, the Contractor will specify an application rate, obtain approval from Owner, and apply ground limestone in late fall.

Watering: Seeded areas are to be watered daily to maintain adequate surface soil moisture for proper seed germination. Watering by contractor shall continue for not less than 30 days following seeding.

Mowing: Cool season grasses, such as bluegrass, tall fescue, perennial ryegrass, etc. shall be mown to a height of 2-1/2" (6.4 cm) in spring and fall, and no less than 3" (7.6 cm) from June through September. These heights are to be maintained through repeat mowings as needed during the length of the contract. Mowing shall be by Owner with instructions from the Contractor.

No more than 40% of grass leaf shall be removed during any single mowing operation.

The mowing operation is to include trimming around obstacles and the raking of excess grass clippings.

END OF SECTION