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INVITATION FOR BIDS

IFB #09-C-058

**EXTERIOR ENTRY DOOR REPLACEMENT
AT
BRADLEY COURT - NJ2-14**

PART 1 OF 4

SCOPE OF SERVICES

**THIS PROJECT IS FUNDED BY THE
AMERICAN RECOVERY AND INVESTMENT ACT OF 2009**



CONTRACTS DIVISION

**BID OPENING:
FRIDAY
JANUARY 22, 2010
AT 11:30 A.M.**

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**NEWARK HOUSING AUTHORITY
INVITATIONS FOR BID**

**EXTERIOR ENTRY DOOR REPLACEMENT
AT BRADLEY COURT - NJ2-14**

IFB #09-C-058

The Newark Housing Authority is accepting sealed bids for exterior entry door replacement at Bradley Court.(2-14). The contract term shall be for a one year period.

The Authority will receive sealed bids at 500 Broad Street, 5th Floor, Contracts Division, Newark, New Jersey 07102. All bid packages shall clearly indicate the specific applicable bid number and title, and submitted in triplicate. The opening of all bids will be held in the Contracts Division Conference Room located on the 5th floor at 11:30 p.m. on Friday, January 22, 2010 at which time and place all bids will be publicly opened and read aloud. Bids shall be submitted to: Newark Housing Authority, ATTN: A. Kevin Medlin, CONTRACT COORDINATOR, CONTRACTS DIVISION 500 Broad Street, 5th Floor, Newark, New Jersey 07102.

A pre-bid conference will be held on TUESDAY, DECEMBER 29, 2009 in the Executive Conference Room located in the basement at 10:00 a.m.

All bids must be accompanied by a negotiable Bid Guarantee payable to the HOUSING AUTHORITY OF THE CITY OF NEWARK. The bid guarantee may be a certified check, bank draft or a satisfactory Bid Bond secured by a Surety Company acceptable to the U.S. Government and authorized to do business in the State of New Jersey. The guarantee shall be in an amount of 5% of the total bid. Consent of Surety must accompany the Bid Guarantee. Failure to submit a 5% Bid Guarantee for the full amount of the bid shall render the bid non-responsive.

The successful bidder will be required to furnish and pay for a satisfactory Performance and Payment Bond(s) in the amount of 100% of the contract as awarded. The surety company for all bonds must be a guaranty or surety company acceptable to the U.S. Department of Treasury. Individual sureties will not be considered. The surety company must be licensed to do business in the State of New Jersey. U.S. Treasury Circular 570, published annually in the Federal Register lists companies approved to act as surety on bonds securing government contracts, the maximum underwriting limits on each contract bonded, and the state in which each company is licensed to do business.

Bidders must submit a copy of their NJ Business Registration Certificate, P.L. 2004, c.57, at the time of the bid opening.

All bidders must also comply with 24 CFR 85.36.

Bid forms and contract documents, including specifications are on file at the office of the Housing Authority of the City of Newark, Contracts Division, 500 Broad Street, Newark, New Jersey 07102. For further information, please contact A. KEVIN MEDLIN at 973-273-6526.

The Housing Authority of the City of Newark reserves the right to reject any or all bids or to waive any informality in the bidding. The Authority also reserves the right to award all or a portion of the award to one or more responsible responsive bidders. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of the bids without the consent of the Housing Authority of the City of Newark.

**NEWARK HOUSING AUTHORITY
KEITH D. KINARD
EXECUTIVE DIRECTOR**

IFB INFORMATION AT A GLANCE

NHA CONTACT PERSON	A. KEVIN MEDLIN, CONTRACT COORDINATOR Telephone: 973-273-6526 Email: kmedlin@newarkha.org
PRE-BID CONFERENCE	TUESDAY, DECEMBER 29, 2009 At 10 A.M. Executive Conference Room (Basement) 500 Broad Street, Newark, NJ 07102
DUE DATE FOR QUESTIONS:	Questions related to sealed bid opportunities due, in writing, to NHA by JANUARY 6, 2010 BY 10:00 A.M.
RELEASE OF ANY REQUIRED ADDENDA	Answers to written questions distributed by NHA by January 11, 2010.
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID	1. As instructed within Section 5.0 of the IFB document, submit bid in triplicate; 2. Any submissions not substantially in conformance with Section 5.0 may be rejected.
BID OPENING	FRIDAY, JANUARY 22, 2010 11:30 A.M. Newark Housing Authority Contracts Division 500 Broad Street, 5 th Floor Newark, NJ 07102 The bid proposal must be received in-hand and time-stamped by the NHA by no later than 10:30 A.M. on this date.

SECTION 1.0 INTRODUCTION / BACKGROUND

The Housing Authority of the City of Newark is a governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1937. Charged with providing affordable, decent, safe and sanitary housing for low-income persons, the NHA is the largest provider of affordable housing in the State of New Jersey.

SECTION 2.0 GENERAL INFORMATION

2.1 NHA'S RESERVATION OF RIGHTS

- The NHA reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the NHA to be in its best interests.
- The NHA reserves the right not to award a contract pursuant to this IFB.
- The NHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon ten (10) days written notice to the successful Bidder(s).
- The NHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.
- The NHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the NHA Director of Procurement & Contracts.
- The NHA reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- The NHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.
- The NHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.2 BIDDER'S RESPONSIBILITIES – CONTACT WITH THE NHA

It is the responsibility of the Bidder to address all communication and correspondence pertaining to this IFB process to the designated Contract Coordinator, A. Kevin Medlin or the Director of Procurement & Contracts, Shari Hamilton. Bidders must not make inquiry or communicate with any other NHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the NHA to not consider a bid received from any Bidder who has not abided by this directive.

2.3 MANDATORY SUBMISSION ITEMS

The following requirements shall be considered MANDATORY SUBMISSION ITEMS to be submitted at the time specified by the contracting unit for receipt of the proposal.

1. A guarantee to accompany the bid pursuant to HUD 7460.8, Rev.2, 6.11;
2. A certification from a surety company pursuant to HUD 7460.8, Rev.2, 6.11;
3. A statement of corporate ownership
4. A listing of sub-contractors
5. A document for the Bidder to acknowledge receipt of any notice or revisions or addenda to the advertisement or proposal documents, or if applicable, the Bidder acknowledges same
6. New Jersey Business Registration Certificate
7. Section 3 Opportunity Plan
8. Buy American Certificate

2.4 PROOF OF BUSINESS REGISTRATION

Each Bidder must submit proof of business registration with the proposal. Proof of registration shall be a copy of the Bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. Be advised, all sole-proprietors may not submit their application online and must leave time to process the application by postal service. A sample of the acceptable forms of proof of NJ Business Registration is contained in Part III of this IFB.

Requirements for Bidders, and all sub-contractors that knowingly provide goods or perform services for a Bidder fulfilling this contract: The Bidder shall provide written notice to its sub-contractors and suppliers to submit proof of business registration to the Bidder. **If the proposal includes the use of named sub-contractors, the Business Registration Certificates for those sub-contractors must be part of the submission package.** If the selected Bidder uses sub-contractors not part of the submission, prior to receipt of final payment from a contracting agency, the awardee must submit to the Newark Housing Authority an accurate list of all sub-contractors or attest that none was used. During the term of this contract, the Bidder and its affiliates shall collect and remit, and shall notify all sub-contractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Bidder, sub-contractors or supplier who provides false business registration information or post award, fails to provide proof of business registration for added sub-contractors shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

2.5 CAUSES FOR REJECTING PROPOSALS

Proposals may be rejected for any of the following reasons:

1. Failure to submit bid guarantee in accordance with HUD 7460.8, Rev.2, 6.11;
2. Any or all proposals pursuant to 24 C.F.R. 85.36(d)(2)(ii)(E);
3. If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
4. Multiple proposals from an agent representing competing Bidders;
5. The proposal is unbalanced;
6. The Bidder is determined to possess prior negative experience.

A rejected proposal shall be **DEEMED a NO BID**, and shall be returned to the Bidder.

2.6 METHOD OF CONTRACT AWARD

1. The length of the contract shall be stated in the public notice and specifications. Any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the NHA to the successful Bidder. Terms of the specifications/proposal package prevail. Bidder exceptions must be formally accepted by the NHA.

2.7 PROTESTS

Any actual or prospective bidder may challenge a bid specification or protest the award of a contract. In the case of a challenge to the bid specification, such challenge must be in writing and submitted to the Contracting Officer or the designee no less than three (3) business days prior to the opening of bids. The Contracting Officer or designees shall review the matter of the challenge and issue a written decision on the matter. Challenges filed after that time period shall be considered void and thereupon having no effect on the NHA from awarding a contract. In the case of the award of a contract, the protest must be in writing and received by the Contracting Officer or the designee within five (5) business days after the notice of the contract award, or the protest will not be considered.

The Bidder shall provide the following:

1. Name, address and telephone number, email is optional of the person filing the bid protest.
2. Indicate/specify the IFB number and the description of the solicitation.
3. Provide a detailed statement specifying the nature of the complaint.
4. Specify the form of relief being sought.

The Contracting Officer or designee shall conduct a review of the protest matter and shall issue a written decision on the matter. The Contracting Officer may, after concurrence of the General Counsel and with approval by the Executive Director suspend the procurement pending

resolution of the protest, if it is warranted by the facts and findings discovered by the Contracting Officer or designee in the review of the protest matter.

2.8 AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 REQUIREMENTS

THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

Be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

Definitions

A. "ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

B. "Contractor" is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Newark Housing Authority, or with a person under contract, subcontract, grant, or subgrant with the Newark Housing Authority or its affiliated entities.

ARRA Terms & Conditions

1. Revisions to Requirements. Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from relevant Federal or other agency regarding requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Newark Housing Authority of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.
2. Flow-Down Requirement. Contractor must include these ARRA Terms and Conditions in any subcontract.
3. Prohibition on Use of Funds. Section 1604 of the Recovery Act states that no ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.
4. Bonding Requirements. All ARRA-funded construction projects in excess of \$100,000.00 require a bid bonds equivalent to five percent (5%) of the bid price, **with no dollar cap**, and one of the following:
 - (a) a payment and performance bond for one hundred percent (100%) of the contract price; or
 - (b) a separate payment and performance bond each for fifty percent (50%) of the contract price; or
 - (c) a twenty percent (20%) cash escrow; or
 - (d) a twenty-five percent (25%) irrevocable letter of credit.
5. Buy American. Section 1605 of the Recovery Act requires the use of American iron, steel, and manufactured goods as prescribed below:
 - (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
 - (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—
 - (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
 - (c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
 - (d) This section shall be applied in a manner consistent with United States obligations under international agreements.

The Contractor acknowledges to and for the benefit of the Newark Housing Authority and the department of Housing and Urban Development ("HUD") that it understands the goods

and services under this Agreement are being funded with monies made available by the Recovery Act (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as Buy American. The Buy American requirement prohibits the use of Recovery Act funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (Buy American Requirement) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Newark Housing Authority and HUD that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the Newark Housing Authority or HUD.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Newark Housing Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney fees) incurred by the Newark Housing Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of HUD.

6. Wage Rate Requirements. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
7. Access to Records. Contractor agrees that with respect to each agreement using in whole or in part, any ARRA funds, any representative of an appropriate U.S Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General or of HUD is authorized:
 - (a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and
 - (b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.
 - (1) Records Retention. The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the Newark Housing Authority.
 - (2) Access to Information. This contract and any records or expenditures related thereto is be subject to disclosure under the Freedom of Information Act, 5 U.S.C. §552.

SECTION 3.0 INTENT AND SCOPE OF WORK

3.1 INTENT OF THE INVITATION FOR BIDS

The NHA intends to engage contractors to assist in conducting the Scope of Services described in this Invitation for Bid (IFB). The Project consists of the removal and replacement of (20) twenty existing exterior building lobby entrance door and frame assemblies at a complex of ten three story apartment buildings.

3.2 SCOPE OF WORK

The work covered by these specifications shall include but not be limited to furnishing all labor, equipment and materials necessary for the completion of all work covered in this bid package, in strict accordance with the specifications and drawings, all applicable Federal, State and Local building codes, as well as HUD's procurement Policies and minimum property standards. The Bidders shall thoroughly examine and be familiar with the requirements of this Bid Document, detailed specifications and construction Drawings.

Each bidder is required to visit the site of the proposed work to become fully acquainted with the conditions as they exist so that they may understand any difficulties and restrictions that may accompany the execution of the work under this contract. By submitting this Bid, the bidder stipulates that they have reviewed all documents of the bid and the physical, regulatory, environmental, and social conditions of the site and the Scope of Work to be performed, and that the Bid Price and the completion times are based on the Bidder's knowledge of and unconditional acceptance of the conditions.

The bidder must contact the Contract Coordinator to arrange any site visit(s) prior to the bid submission.

Prior to staging and construction, the contractor shall submit a detailed work schedule and sequence of procedures to NHA for approval. The work schedule shall include the phasing of the project, site access, storage of materials and equipment and an analysis of progress through completion.

The overall work shall commence and be completed at the time stipulated in this IFB and/or the Notice To Proceed to the contractor and shall be completed according to the approved work schedule. The stipulated contract time includes submission and approval of shop drawings, submittals and necessary City of Newark permits.

The successful contractor and/or subcontractors shall be experienced with renovations of buildings, with demonstrated capacity to perform a full spectrum of interior and exterior building renovation work including: general construction, painting, carpentry, mechanical and electrical trade work.

U. S. Dept of Labor Prevailing Labor Wage Rate (Davis-Bacon Decision) for Essex County, New Jersey shall apply for all work performed under this contract. The Contractor is solely responsible to verify and apply the appropriate current rates for each category of trade Labor. The current rates can be obtained from contacting the Department of Labor either by mail, in person or on the web (<http://www.gpo.gov/davisbacon/nj.html>).

The Contractor is required to submit corresponding certified payroll and daily field activity reports covering each period of payment requisition to the NHA in order to process any corresponding monthly application(s) for payment. All periodic payments are subject to **10%**

retainage (withholding) until acceptance of the project by the Authority and all required contract closeout documents are filed with the Authority.

SUMMARY OF WORK

Without contradicting the requirements of the foregoing, the following items of work are included in the work of this IFB. The notes are for guidance only and general in nature. The contractor shall be responsible for all elements of work and perform all work in a safe and conscientious manner.

The Work consists of but is not limited to removal and replacement of 20 exterior lobby entrance door & frame assemblies. The Work includes the following:

1. Removal of existing entrance door and frame assemblies including but not limited to door hardware, frame anchors, brick and masonry wall construction, grouted frames, entrance saddles, related wiring and conduit, and any wall, floor and ceiling finishes that are affected by the installation work.
2. Installation of new 14 gage galvanized steel stile and rail door and frame assemblies with ½" thick polycarbonate glazing panels. The work includes, blocking /shims, concealed anchors, caulking, painting, door hardware, electric strikes & transformers (including all related electrical work to provide power to strikes), miscellaneous patching/repair of adjacent masonry at door opening, thresholds and weather-stripping, and repair/replacement of any damaged adjacent wall floor, and ceiling finishes.
3. Transformer for electric strike to be powered from existing ceiling mounted light fixtures adjacent to door openings. Transformer to be located within side chase panel of door frame assembly. Install ¾" rigid steel conduit and wiring from light fixture to side panel of new door & frame assembly. Secure conduit tight to ceiling and light fixture and extend to door frame. Extend conduit through door frame and into chase panel to transformer location. Coordinate with door frame access panel locations. Furnish and install all brackets, hardware, accessories, wiring, cabling, etc. required for providing power and operation of electric strikes.
4. Protect existing work from damage. Door assemblies shall be fully installed including all finished trim, sealant, and door hardware.
5. Repair all interior & exterior damage at wall and floor finishes surrounding and adjacent to doors that are to be replaced. Finish and paint to match existing.
6. It shall be the responsibility of the Contractor to obtain all required permits and to coordinate all required inspections. The Contractor shall be responsible for payment of all fees associated with permits and inspections.
7. The Work will be constructed under a single prime contract.
8. Additional conditions are included in Part 4 of this IFB.

3.3 CONTRACT REQUIREMENTS

3.3.1 Performance Bond: Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

3.3.2 Labor and Material (Payment) Bond: Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

3.3.3 Maintenance Bond: Upon acceptance of the Task Order work by the NHA, the contractor shall submit a maintenance bond in an amount not to exceed **15%** of the project costs guaranteeing against defective quality of work or materials for the period of **2** years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey.

3.3.4 N.J. Worker and Community Right to Know Act: The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

3.3.5 Wage Rate Requirements: Section 1606 of the Recovery and Act requires all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

3.3.6 The Public Works Contractor Registration Act: N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate **at the time the bid proposal is submitted**. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

3.4 PAYMENT:

- No payment will be made unless duly authorized by the NHA's authorized representative and accompanied by proper documentation.
- Payment will be made in accordance with the Owner's policy and procedures.

3.5 TIME FOR COMPLETION

The term of the agreement shall be for a period of one year. All work is to be completed in **sixty working days** subject to availability of annually appropriated funding for the contract. If directed by NHA, any Task order in effect at the time the Contract expires or is terminated shall continue until that work is completed.

Upon completing of task the Contractor shall:

1. In addition to all required closeout documents, submit an affidavit of release of liens and an affidavit of payment of all debts and claims associated with this project.
2. Inform in writing to the Engineer and the Authority of substantial completion of this project.
3. Apply for Certificate of Completion from the City of Newark. This project is not deemed to be complete until the Certificate of Completion is issued by the proper sub-code officials (Building, Fire, Electrical & Plumbing, as applicable.)

SECTION 4.0 SUBMISSION FORMAT

The purpose of the bid submission is to determine the lowest responsible responsive bidder. Along with cost of services, the NHA will review the qualifications as listed in the Bidder's Qualifications Statement for competency and capacity to perform the work required by the Newark Housing Authority. The bid should include the following:

4.1 BID

All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

4.2 MANDATORY SUBMISSION DOCUMENTS:

4.2.1 Bid Guarantee: Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of **5% percent of the total price bid price** unconditionally to the owner as allowed by HUD Handbook 7460.8 REV2 6.11(D)(1). When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to HUD Handbook 7460.8 REV2 6.11(B)(1). The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to HUD Handbook 7460.8 REV2 6.11(B)(1). Failure to submit with the bid a bid guarantee shall render the bid non-responsive.

4.2.2 Consent of Surety: Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for **full amount of bid price** from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to HUD Handbook 7460.8 REV2 6.11(D)(1).

4.2.3 Statement of Corporate Ownership: Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

4.2.4 Listing of Sub-contractors and Sub-Contractor Certification form: A signed listing of all sub-contractors to be used and completion of certification form.

4.2.5 Acknowledgement of Receipt of Addenda/Clarifications: A document provided by the contracting agent in the bid plans, specifications or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice, revisions, addenda or clarifications to the advertisement or proposal documents.

4.2.6 Business Registration Certificate: Bidder shall submit proof of business registration with the bid. Proof of registration shall be a copy of the Bidder's Business Registration Certificate (BRC). Where the bid includes the use of named sub-contractors, the Business Registration Certificates for those sub-contractors must be part of the submission package.

4.2.7 Buy American Certificate: Certification of the use of American iron, steel, and manufactured goods as required by Section 1605 of the Recovery Act

4.3 STATEMENT OF BIDDER'S QUALIFICATIONS:

Bidder shall complete form provided in Part 3 of this IFB 09-C-058

4.4 REFERENCES

Bidder shall complete reference form provided in Part 3 of the IFB 09-C-058 and provide current references from at least three (3) organizations or clients that can address your specific capabilities as they relate to the requirements of the IFB. Include the following for references:

1. List of municipal or government organization currently represents and for what type(s) of service (provide contact names and telephone numbers); and
2. Contact names and telephone numbers of clients in the with whom organization has had a working relationship

4.5 FINANCIAL STATEMENT

Bidder shall demonstrate its financial stability by the submission of audited financial statements or annual reports from the previous two (2) years, or the two (2) most recently available, or such other information as is reasonably acceptable to the NHA.

In order for bidders to be deemed financial responsive, they must have Net Liquid Assets available for the proposed Contract, as determined by the bidder's latest financial statements and schedules, in an amount which is at least equal to the sum of 15% of the first \$100,000 of the bid price and 7.5% of the balance of the bid price.

Copies of latest signed tax returns of the bidder including the balance sheet page may be accepted for bids between \$100,000 and \$500,000.

The bidder must also provide three recent bank statements, Accounts and Notes Receivable Aging Report, latest statement (not older than one month) showing value of marketable securities and any other relevant documents that prove the existence of liquid assets available for the proposed contract.

4.6 OTHER REQUIRED BID DOCUMENTS:

Each Bidder is required to submit, in addition to those listed in items 4.1-4.5, the documents included in the *Submission Documents* package. These include:

- Checklist
- Affirmative Action Compliance Notice
- Affidavit of Non-Collusion
- Affidavit of Non-Default
- Drug Free Work Place Certification
- Debarment Statement – submit notarized statement, on the firm's letterhead, that the Bidder or partner are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency.
- Liens, suits or judgments – submit notarized statement on the firm's letterhead, indicating a description of any disputes, suites, judgments and liens during the past two years.
- HUD Form 5369-A: Representations, Certifications and other Statements of Bidders
- HUD Form 2530: Previous Participation Certification
- Section 3 Opportunity Plan: Business Opportunities and Employment Training of the Housing Authority of the City of Newark Public Housing Residents and Low and Very Low Income Neighborhood Residents

SECTION 5.0 GENERAL INSTRUCTIONS

Bid Submission deadline is by **FRIDAY, JANUARY 22, 2010 AT 11:30 a.m.** It is the Bidder's responsibility that bids are presented to the NHA at the time and at the place designated. Sealed bids may be hand delivered or mailed; however, the NHA disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation above must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.

Bidders are asked to submit a bid in triplicate addressed to NEWARK HOUSING AUTHORITY - CONTRACTS DIVISION; bearing the name and address of the Bidder written on the face of the package, and clearly marked "BID" with the IFB title and #09-C-058

5.1 QUESTIONS

All questions and requests for information must be addressed in writing to Director of Procurement & Contracts, Shari Hamilton. The deadline for receipt of questions pertaining to this IFB shall be by 10:00 a.m. on **TUESDAY, JANUARY 6, 2010**. All communications pertaining to this IFB shall be addressed to Contracts Division, 500 Broad Street, 5th Floor, Newark, N.J. 07102 or by facsimile 973-273-6479.

The Director of Procurement & Contracts will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the NHA will NOT conduct any ex parte (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the NHA and a prospective Bidder when other prospective Bidders are not

present) conversations that may give one prospective Bidder an advantage over other prospective Bidders.

5.2 INTERPRETATION AND ADDENDA:

The Bidder should rely only on representations, statements or explanations, contained in this IFB, any documents that the Authority has provided the Bidder, which are referred to in this IFB, and in such formal written addenda as are issued by the Authority prior to the Bid opening.

5.3 DESCREANCIES IN BIDS

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the individual rates and the extended totals, the rate prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

5.4 BID PRICING, MINIMUM CONTRACT AWARD

5.4.1 The owner is exempt from any local, state or federal sales, use or excise tax.

5.4.2 The owner has attempted to identify the need and estimated amounts of work to cover its requirements; however, past experience shows that the amount of work tasked may be different than that submitted for bidding. The right is reserved to decrease or increase the work as specified in the specifications.

5.4.3 Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

5.4.4 Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

5.5 BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

5.5.1 Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

5.5.2 Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

- 5.5.3 It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- 5.5.4 In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- 5.5.5 In submitting its bid, bidder certifies that all iron, steel and manufactured products used on this project will comply with Section 1605 Buy American of the American Recovery and Reinvestment Act of 2009.
- 5.5.6 The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION 6.0 EVALUATION TO DETERMINE RESPONSIBILITY OF BIDDER

Following the opening of bids, the NHA shall review the Statement of Bidder's Qualifications as described above to determine which bidder is most responsible.

6.1 EQUAL BIDS

In the rare case when two or more low bids are equal in all respects, the award should be decided by drawing lots or other random means of selection. In accordance with HUD 7460.8 Rev 2(6)(12)(C)

SECTION 7.0 ADDITIONAL INFORMATION

7.1 INSURANCE REQUIREMENTS

Before commencing of services under this project, the Bidder shall furnish to the Authority certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable hereunder. Certificates of insurance must contain a 30-day cancellation clause and a brief description of the work to be performed. The Authority shall be named additionally insured in the Comprehensive General Liability Insurance policy.

- a. Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the Development Team's services are to be performed.
- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Bidder's services with a limit of not less than \$1,000,000 with a deductible not more than \$10,000.
- c. Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the Bidder's services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.
- d. Where an amendment to the policies is required as a result of a contract with the Authority, the amendment shall be made prior to the signing of said contract.

The Bidder shall require each of the sub-contractors to furnish them with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable there under. This shall be submitted for review and approval prior to commencement of the sub-contractors's activities. Certificates of insurance are to be forwarded to the Authority upon receipt.

7.2 JOB-SITE RESPONSIBILITIES

7.2.1 Contractor's Supervision: The contractor shall give his personal supervision to the work or have a competent supervisor, satisfactory to the Authority on the site at all times with full authority to act on behalf of the contractor. This employee shall have authority for the contractors' operations and shall be available should N.H.A. officials have questions or directives. The contractor shall provide staff adequate to coordinate and expedite the work properly and maintain competent supervision of the work to assure compliance of the contract at all times.

7.2.2 Identification: The contractor shall provide an identification badge to each employee. Identification badges shall state the name of the contractor, name of the employee and the employees I.D. number. The contractor must notify the buildings engineers and security desk of their presence on the job site at the beginning of each day. All personnel are required to wear an identification badge during their presence on the job site.

7.2.3 Drugs and Alcohol: The contractor shall be responsible for the conduct of employees during the workday. The presence of drugs or alcohol will not be tolerated on the job site by the Authority.

7.2.4 Construction Access: Access to the site shall be through public streets and rights-of-way only. The contractor shall obtain whatever additional access deemed necessary at no additional cost to the Authority. The contractor is alerted to the fact that work within areas of the site may be restrictive for large construction equipment. Access to these areas of the site will be the responsibility of the contractor. The contractor should select the proper site equipment for the work.

Access shall be maintained at all times for emergency and service vehicles (garbage, postal, etc.). Local traffic shall be provided access upon completion of the normal workday.

7.2.5 Tenant and Personnel Services: It is the contractor's responsibility to maintain uninterrupted services of storm and sanitary sewers, telephone, heat, hot and cold water, gas, electrical power, cable service, etc. associated with this project. If necessary, the contractor will provide alternate measures to maintain these services at his expense.

7.2.6 Site Security: The contractor shall at his own cost covering the entire contract period, for the protection and security of its work, personnel, materials, equipment, tenants and the public. All equipment used during the contract period shall comply with all applicable safety regulations, laws, ordinances and codes, as OSHA, etc., the most stringent shall apply. All work shall be secured after each work day.

HUD 5370, General Conditions of the Contract for Construction, clause 27, payments paragraphs (g) and (h) state:

(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 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 payment for delivered material, is made the Contractor shall furnish such documentation as the Contracting Officer may require assuring the protection of the Authority's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of the title to the Authority.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the Authority, 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 Authority 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 Authority in the course of their employment, the Contractor shall restore such damaged work without cost to the Authority and seek to redress for its damage only from those who directly caused it.

In view of the Contractor's responsibilities to insure and secure material and work in progress as stated above, and the fact that Newark Housing Authority developments are located in areas of the city that are subject to high crime, it shall be the sole responsibility of the Contractor to properly protect all material and work prior to final acceptance by the N.H.A.

Therefore, the Authority shall require the Contractor to have in place, prior to commencing work at the site, Installation Floater Insurance to cover losses due to vandalism and theft.

In addition, it is the Contractor's sole responsibility to employ all necessary security measures at the site to protect material stored, work in progress, and completed work from theft and vandalism. **THE AUTHORITY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR DAMAGE OR THEFT THAT MAY OCCUR AT THE SITE.** Sufficient security measures must be planned for by the Contractor.

The costs for Installation Floater Insurance and additional security will be included by the Contractor as line items on the Bid Document and will be added to the Contractor's Total bid Price.

7.2.7 Clean-up: The contractor shall be responsible and ensure that all building surfaces and areas shall be left clean and free of excess materials, drippings, splatters or otherwise. Such removal shall not mar or effect original surfaces. Building grounds shall be left clean and free of construction debris.

7.2.8 Work Week: The Authority's regular workweek is from Monday to Friday. The hours of work are from 8:00 a.m. to 5:00 p.m. The contractor shall conform to this schedule unless written permission is granted by the Authority to deviate from this schedule.

The contractor shall not be permitted to work on weekends, evenings and holidays unless the following conditions are met:

A. Prior approval is granted by the Authority. It is at the sole discretion of the Authority whether to allow work to be conducted.

B. No work is to be covered up. Prior to concealing or otherwise making it impossible to view work performed, the contractor shall arrange and pay at no cost to the Authority for

an inspector/supervisor to be present at the site. Work not so inspected and approved shall be cause for the Authority to require the work to be exposed and examined ant the sole cost of the contractor. Unacceptable and/or non-complying work shall be removed, repaired, restored or replaced as required by the Authority at the contractor's expense. Temporary protection of work which must remain exposed shall be in accordance with the specification. In no case shall work be left unprotected which may be a threat to the health and safety of the public. Lighting and all other necessary facilities for the proper carrying out and inspection of the work shall be provided by the contractor.

C. Reimbursement of the Authority inspection, engineering and security costs shall be borne by the contractor.

7.3 LIQUIDATED DAMAGES

It is understood that the damages that the Authority may sustain due to delay in completion of the project may be difficult to quantify. Therefore, in addition to the other remedies permitted by the Contract or provided by law, the Authority shall be entitled to liquidated damages in the following amount for delay in completion of the project from the completion dates stated in the Contract. This is to be construed as not being a penalty but in lieu of actual damages. The NHA shall represent the cost for technical and procedural costs of the project for each day of delay including weekends and holidays in completion of any stage of the project. ***The Authority will charge \$500.00 per day for delay.***

In addition to liquidated damages, be advised that in the event of late performance of this contract, the Authority reserves the right to consider any unjustified delay beyond the contract completion date as a bearing on your responsibility to perform future contracts for the Authority.

The contractor shall not be penalized or charged with liquidated damages because of any delays in the completion of the contract due to unforeseeable causes beyond the control and without the fault of the Government, fires, floods disputes and unusually severe weather conditions. Documentation of any/all delays must be provided by the contractor.

The contractor shall be responsible for costs of construction inspection/administration services necessary due to a delay in completion of the project within the contractual time frame or for inspection/administration costs should the contractor work beyond the normal work day, as allowed by Section 40A:11-17 of the New Jersey Public Bidding Laws.

7.4 EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION STATEMENT

The goal of the Affirmative Action Program is thirty percent (30%) of the dollar value of the total contract awards and purchases during the fiscal year. The Bidder's commitment to Affirmative Action and Minority Business Enterprises shall be demonstrated by submittal of evidence indicating:

1. An active Affirmative Action Program, hiring practices, minorities in upper management positions and/or minority ownership.
2. The utilization of minority owned businesses as subcontractors or Joint Venture partners.

7.5 MANDATORY AFFIRMATIVE ACTION CERTIFICATION

7.5.1 Goods and Services Contracts: no firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

7.5.2 Maintenance/Construction Contracts: after notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

7.6 SECTION 3 CLAUSE:

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- 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).

7.7 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of the sample contract and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

7.8 TRUTH IN CONTRACTING

Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Bidders should consult the statutes or legal counsel for further information.

7.9 TERMINATION OF CONTRACT

1. If, through any cause, the Bidder shall fail to fulfill in a timely and proper manner obligations under the contract or if the Bidder shall violate any of the requirements of the contract, the NHA shall there upon have the right to terminate the contract by giving written notice to the Bidder of such termination and specifying the effective date of termination. Such termination shall relieve the NHA of any obligation for balances to the contractor of any sum or sums set forth in the contract. The NHA will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the Bidder shall not be relieved of liability to the NHA for damages sustained by the owner by virtue of any breach of the contract by the Bidder and the NHA may withhold any payments to the Bidder for the purpose of compensation until such time as the exact amount of the damage due the NHA from the Bidder is determined.
3. The Bidder agrees to indemnify and hold the owner harmless from any liability to sub-contractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.
4. In case of default by the Bidder, the NHA may procure the goods or services from other sources and hold the Bidder responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the NHA reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the Bidder disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party; all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the NHA. The Bidder will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the NHA. The NHA may terminate the contract for convenience by providing 60 calendar days advanced notice to the Bidder.

7.10 PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.11 PROMPT PAYMENT RULE 5 CFR Part 1315

The provisions of 5 CFR Part 1315, Prompt Payment, shall apply to any contract resulting from this IFB.

7.12 APPROPRIATION OF FUNDS

The award of this contract is subject to approval of the Newark Housing Authority Board of Commissioners and the continuing availability of appropriated funds after approval. This also includes any payment as a result of litigation of any dispute flowing from the award of this contract.

Executive Director
KEITH D. KINARD



BOARD OF COMMISSIONERS
GLORIA CARTWRIGHT
ANGELLA PALMER
NANCY PEREZ
LENIN CRUZ
RASHARD CASEY

INVITATION FOR BIDS

IFB #09-C-058

**EXTERIOR ENTRY DOOR REPLACEMENT
AT
BRADLEY COURT - NJ2-14**

PART 2 OF 4

STANDARD DOCUMENTS

**THIS PROJECT IS FUNDED BY THE
AMERICAN RECOVERY AND INVESTMENT ACT OF 2009**



CONTRACTS DIVISION

**BID OPENING:
FRIDAY
JANUARY 22, 2010
AT 11:30 A.M.**

NEWARK HOUSING AUTHORITY

INVITATION FOR BIDS

09-C-058

PART II

STANDARD DOCUMENTS

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PART II

SECTION 1

INSTRUCTIONS TO BIDDERS (HUD 5369)

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II

SECTION 2

GENERAL CONDITIONS FOR CONSTRUCTION (HUD 5370)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

PART II

SECTION 3

24 CFR 85.36 (Code of Federal Regulations)

CODE OF FEDERAL REGULATIONS

Title 24, Volume 1

Revised as of April 1, 2005

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TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 85 ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS

Subpart C Post-Award Requirements

Sec. 85.36 Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards. (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section. (2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by

contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to Contractors that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features, which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements, which the offerors must fulfill, and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

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

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price. (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is

required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review. (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]

PART II

SECTION 4

SAMPLE CONTRACT

AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF NEWARK
and

This Contract, entered into as of the _____ day of _____ in the year Two Thousand Ten, by and between the **HOUSING AUTHORITY OF THE CITY OF NEWARK**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business at 500 Broad Street, in the City of Newark, County of Essex and State of New Jersey, hereinafter called the **"AUTHORITY"**, and _____ a corporation organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business at _____ in the City of _____, County of _____ and the State of New Jersey, hereinafter called the **"CONTRACTOR"**.

The Authority and the Contractor are mutually desirous of entering into a contract to complete the Scope of Work for the _____.

Article I: SCOPE OF WORK.

The Scope of Work to be performed under this contract shall be completed in strict accordance with the specifications entitled: _____ IFB 09-C-032 hereinafter referred to as **"SPECIFICATIONS"**. All other work performed shall be in strict accordance with the Specifications and any and all applicable local, state and federal rules, regulations, guidelines, ordinances and codes.

Article II: CONTRACT TERM

The contractor term shall be for a period of _____ years/months commencing on or about _____ and ending on _____.

Article III: TIME OF COMPLETION.

The Contractor shall commence the performance of work on this Contract in accordance with the Specifications and on the date specified in the written Notice to Proceed issued by the Authority's Contracting Officer. This project is to be completed in its entirety within **one hundred twenty working days** from the date of the Notice to Proceed.

Article IV: COMPENSATION.

The Authority shall pay the Contractor for the performance of the work under this Contract, in accordance with the attached Bid Schedule, in current

funds and an amount not to exceed _____ **dollars**
(\$ _____ .00).

Payments of the Contractor's work shall be made upon presentation of the Contractor's itemized invoice. Prior to an invoice submittal, progress schedules and cost breakdowns shall be on file with the NHA for the periodical approval. The invoices are to be forwarded to **Newark Housing Authority, Chief Operations Officer, 500 Broad Street, Newark, New Jersey 07102.**

Article V: SCHEDULE AND COORDINATION.

The Contractor shall submit a proposed detailed project schedule in accordance with the Specifications. Approval will be made by the Authority. Upon approval the schedule shall remain in effect throughout the duration of the contract. No changes to the schedule shall be made unless prior approval of the Authority has been obtained.

The Contractor is required to submit a schedule of job completion each time a periodical is submitted. Failure to submit this schedule will result in the periodical being returned. The purpose of submitting a schedule of job completion with monthly periodicals is to permit the Authority to measure the Contractor's actual performance against the schedule submitted prior to commencement of the contract work. The Authority's payment as per the periodical submitted shall not constitute an acceptance or approval of the schedule of job completion submitted therewith, nor shall such payment of a monthly periodical constitute modification or change to the schedule submitted prior to the commencement of the contract work.

Article VI: INSURANCE.

Before commencing work under this contract, the Contractor shall furnish to the Authority certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles and aggregate amounts payable there under:

Worker's Compensation and Employer's Liability Insurance, in accordance with the laws of the state of New Jersey.

Comprehensive General Liability Insurance covering bodily injury and property damage covering claims made at any time prior to, during, subsequent to completion of the Contractor's services in accordance with the statement of work.

Comprehensive Automobile Liability Insurance covering non-owned and hired vehicles, as well as for owned vehicles.

The Authority shall be named additional insured in this policy. Certificates of insurance must contain thirty-day (30) written cancellation clause.

Article VII: COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Contract, at its discretion, for default.

Article VIII: TERMINATION FOR CAUSE

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of the termination. The Authority shall have the benefit of such work as may have been completed up to the time of such termination and the Contractor shall be entitled to receive just and equitable compensation for such work.

Article IX: TERMINATION FOR CONVENIENCE.

The Authority may terminate this contract any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments previously made. If the Contract is terminated due to fault of the Contractor, Article VIII hereof relative to termination shall apply.

Article X: CHANGES.

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) Authority-furnished facilities, equipment, materials, services, or site; or, (4) Directing the acceleration in the performance of the work.

Article XI: EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Contractor agrees to enforce the provisions of Clauses 38, 39 and 40 of the General Conditions of the Contract for Construction, HUD 5370, which are incorporated herein.

Article XII: 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 Authority 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 partner-ship, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

Article XIII: LIQUIDATED DAMAGES.

As actual damages for any delay in removal of materials are impossible determination the Contractor and Sureties shall be liable for and shall pay to the Authority the sum of XXXX hundred dollars (\$x00.00) per day as fixed, agreed and liquidated damages for each calendar day of delay until removal of materials called for herein.

Article XIV: MODIFICATION.

Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing. 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 Authority's address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer. When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the Authority's approved threshold), such modification shall not be effective until the required approval is received by the Authority.

Article XV: SUBCONTRACTING.

Subcontracting under this contract shall be as defined in Clauses 37 and 38 of the General Conditions of the Contract for Construction, HUD 5370, which are incorporated herein.

Article XVI: COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable laws, ordinances, regulations and codes of the State, federal and local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

Article XVII: SECTION 3 REQUIREMENT

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

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).

ARTICLE XVIII. WARRANTY OF CONSTRUCTION

In addition to any other warranties in this contract, the Contractor warrants that the 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 or any tier. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the Authority takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date that the Authority takes possession.

ARTICLE XIX. MAINTENANCE BOND

Prior to final payment for any task order, the Contractor shall be required to supply a Maintenance Bond in an equal amount of 15% of the total task order price for two (2) years.

ARTICLE XX. BUY AMERICAN

Sec. 1605. Use of American Iron, Steel, and Manufactured Goods.

- (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—
 - (1) applying subsection (a) would be inconsistent with the public interest;

- (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.

The Contractor acknowledges to and for the benefit of the Newark Housing Authority and HUD that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as Buy American. The Buy American requirement prohibits the use of Recovery Act funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (Buy American Requirement) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the PHA and HUD that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the PHA or HUD.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the PHA to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney fees) incurred by the PHA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of HUD.

ARTICE XXI: AFFIRMATIVE ACTION

(REVISED 3/05)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Contracting Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts, Department of Treasury, State of New Jersey ("Division") may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency Contracting Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority

individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency Contracting Officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency Contracting Officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency Contracting Officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of for conducting a compliance investigation pursuant to **Subchapter I0 of the Administrative Code (NJAC 17:27)**.

Article XXII: CONTRACT DOCUMENTS.

The executed Contract shall consist of the following component parts:

- a. This Instrument;
- b. Invitation for Bids 09-C-058 entitled: _____
- c. The Bid 09-C-058 received from _____, dated _____ 2010;
- d. General Conditions of the Contract for Construction HUD 5370;
- e. Buy American Certification.

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

IN WITNESS WHEREOF, the Authority and the Contractor have executed on this Contract, the day and year first above written.

ATTEST:

WITNESS/NOTARY

PRESIDENT/PRINCIPAL

Date

APPROVED AS TO FORM AND LEGALITY

ELLEN M. HARRIS, ESQ.
CHIEF LEGAL OFFICER
NEWARK HOUSING AUTHORITY

ATTEST:

NEWARK HOUSING AUTHORITY

KEITH D. KINARD
EXECUTIVE DIRECTOR

Date

NAME OF ORIGINATING DEPARTMENT:

DEPARTMENT OF OPERATIONS

INDEMNIFICATION AGREEMENT

This agreement made this _____ day of _____, 2010 between the Housing Authority of the City of Newark and _____, in the County of _____ and the State of New Jersey.

Whereas, _____ has been contracted by the Housing Authority of the City of Newark for _____ in accordance with the Contract Documents and all applicable laws, and;

WHEREAS, parties hereto seek to protect the Owner, from any and all real, actual or potential claims arising from any negligent or allegedly negligent act and or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be or appear to be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

NOW, THEREFORE, _____, hereby agrees to save and INDEMNIFY and keep harmless the Housing Authority of the City of Newark, against all liability for any and all claims, demands, judgments, and damages including personal and property damage arising from any act or omission of _____, or its Subcontractors, agents or employees, while in or about the building or premises and further agrees to Indemnify the Owner and/or its agents

Signed and Sealed this _____ day of _____, 2010.

BY: _____

AFFIDAVIT

STATE OF NEW JERSEY)
) S.S.
COUNTY OF)

BE IT REMEMBERED that on this _____ day _____, 2010,
before me the subscriber, a Notary Public of the State of New Jersey, personally
appeared,

_____ who, being duly sworn does
depose and make proof to my satisfaction that he/she is the Secretary of,
_____, the Corporation named in the foregoing
Instrument; that,

_____ is the President/Owner of said
corporation, that the execution, as well as the making of this Instrument has been
duly authorized by a proper resolution of the Board of Directors of said
corporation, that deponent well knows the corporate seal of said corporation and
the seal affixed to said Instrument is such corporate seal and was thereto affixed
and said Instrument signed and delivered by said Secretary, as and for his
voluntary act and deed of said corporation, in the presence of deponent, who
thereupon subscribed his name thereto as a witness by like order of the Board of
said Corporation.

Secretary

PART II

SECTION 5

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009



THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

Be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

Definitions

A. "ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

B. "Contractor" is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Newark Housing Authority, or with a person under contract, subcontract, grant, or subgrant with the Newark Housing Authority or its affiliated entities.

ARRA Terms & Conditions

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from relevant Federal or other agency regarding requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Newark Housing Authority of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.
2. **Flow-Down Requirement.** Contractor must include these ARRA Terms and Conditions in any subcontract.
3. **Prohibition on Use of Funds.** Section 1604 of the Recovery Act states that no ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.
4. **Bonding Requirements.** All ARRA-funded construction projects in excess of \$100,000.00 require a bid bonds equivalent to five percent (5%) of the bid price, **with no dollar cap**, and one of the following:
 - (a) a payment and performance bond for one hundred percent (100%) of the contract price; or
 - (b) a separate payment and performance bond each for fifty percent (50%) of the contract price; or
 - (c) a twenty percent (20%) cash escrow; or
 - (d) a twenty-five percent (25%) irrevocable letter of credit.
5. **Buy American.** Section 1605 of the Recovery Act requires the use of American iron, steel, and manufactured goods as prescribed below:
 - (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
 - (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—
 - (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
 - (c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
 - (d) This section shall be applied in a manner consistent with United States obligations under international agreements.

The Contractor acknowledges to and for the benefit of the Newark Housing Authority and the department of Housing and Urban Development ("HUD") that it understands the goods and services under this Agreement are being funded with monies made available by the Recovery Act (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as Buy American. The Buy American requirement prohibits the use of Recovery Act funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (Buy American Requirement) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Newark Housing Authority and HUD that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the Newark Housing Authority or HUD.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Newark Housing Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney fees) incurred by the Newark Housing Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of HUD.

6. **Wage Rate Requirements.** Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
7. Access to Records. Contractor agrees that with respect to each agreement using in whole or in part, any ARRA funds, any representative of an appropriate U.S Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General or of HUD is authorized:
 - (a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and
 - (b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.
 - (1) Records Retention. The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such

longer period of time as required by the Newark Housing Authority.

- (2) Access to Information. This contract and any records or expenditures related thereto is be subject to disclosure under the Freedom of Information Act, 5 U.S.C. §552.

PART II

SECTION 6

DAVIS-BACON

WAGE RATES

NJ 080036, MOD 10, 11/27/2009

General Decision Number: NJ080016 11/20/2009 NJ16

State: New Jersey

Construction Type: Residential

County: Essex County in New Jersey.

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

Modification Number	Publication Date
---------------------	------------------

0	04/24/2009
---	------------

1	07/03/2009
---	------------

2	07/24/2009
---	------------

3	08/07/2009
---	------------

4	08/28/2009
---	------------

5	09/11/2009
---	------------

6	11/13/2009
---	------------

7	11/20/2009
---	------------

* BRNJ0002-004 11/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 36.70	23.47

BRNJ0004-002 11/01/2008		

	Rates	Fringes
BRICKLAYER (Cement Mason).....	\$ 25.10	9.25

CARP0119-003 06/01/2009		

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging).....	\$ 25.29	31%

CARP0119-004 06/01/2009		

	Rates	Fringes
--	-------	---------

CARPENTER (Drywall Hanging Only).....	\$ 25.29	31%
---------------------------------------	----------	-----

* ELEC0164-005 06/01/2009

	Rates	Fringes
--	-------	---------

Electricians:

Electrician.....	\$ 19.23	28.07+1.00
Work on single family homes and apartments up to and including 4 stories:....	\$ 19.23	28.07% + 1.00

ENGI0825-006 07/01/2009

	Rates	Fringes
--	-------	---------

Power equipment operators:

(1) Backhoe including Backhoe Track; Crane; Front End Loader 5 cu yd and over.....	\$ 42.02	22.50
(2) Backhoe Loader Combo; Front End Loader 2 yd < 5 cu yd; Hydraulic Crane < 10 cu yd;.....	\$ 40.43	22.50
(3) Bulldozer; Roller blacktop; Front End Loader 1 < 2 cu yd;.....	\$ 38.52	22.50
(4) Roller including Subgrade Roller; Front End Loader < 1 cu yd.....	\$ 36.89	22.50

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that

the worker works the work day before and the work day after
the holiday.

IRON0011-003 07/01/2009

	Rates	Fringes
--	-------	---------

IRONWORKER

Reinforcing.....	\$ 34.34	35.60
Structural.....	\$ 37.14	35.60

LABO0222-004 05/01/2009

	Rates	Fringes
--	-------	---------

LABORER

MASON TENDER:

Cement/Concrete.....	\$ 28.55	19.42
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LABO0222-005 05/01/2009

	Rates	Fringes
--	-------	---------

LABORER

Common or General.....	\$ 28.05	19.42
------------------------	----------	-------

* ROOF0004-007 06/01/2009

	Rates	Fringes
--	-------	---------

ROOFER (Includes All Types of

Roofs).....

	\$ 31.57	16.50
--	----------	-------

Roofer.....	\$ 32.82	18.77
-------------	----------	-------

SUNJ2004-049 01/02/2009

	Rates	Fringes
--	-------	---------

OPERATOR: Concrete Pump,

Truck Mounted.....	\$ 13.50	2.34
--------------------	----------	------

PAINTER: Brush and Roller

Only.....	\$ 25.20	5.99
-----------	----------	------

PLUMBER.....\$ 34.78 15.20

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

=====

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

--

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

--

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests
for summaries

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

BOARD OF COMMISSIONERS
GLORIA CARTWRIGHT
ANGELLA PALMER
NANCY PEREZ
LENIN CRUZ
RASHARD CASEY

INVITATION FOR BIDS

IFB #09-C-058

**EXTERIOR ENTRY DOOR REPLACEMENT
AT
BRADLEY COURT - NJ2-14**

PART 3 of 4

**BID DOCUMENTS
SUBMIT IN TRIPLICATE**

**THIS PROJECT IS FUNDED BY THE
AMERICAN RECOVERY AND INVESTMENT ACT OF 2009**



CONTRACTS DIVISION

**BID OPENING:
FRIDAY
JANUARY 22, 2010
AT 11:30 A.M.**

Newark Housing Authority, Bid Opening FRIDAY, JANUARY 22, 2010 at 11:30 a.m.

PART 3**09-C-058****BIDDER'S CHECKLIST**

The following is a checklist to aid the bidders in completing the bid documents. Please check off the items completed for accuracy and completeness of the bid documents. Please note that certain forms must be completed when the bid package is returned. Failure to return documents at the time of bid opening may render bid as non-responsive.

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
CHECKLIST (COMPLETED)		
1. Bid Document (provided within)		
A. MANDATORY SUBMISSION ITEMS		
2. Bid Bond (provided within)		
Consent of Surety (provided within)		
3. Stockholder Disclosure Certification (provided within)		
4. Sub-Contractor Certification (provided within)		
5. Acknowledgement of Addenda/Clarifications (provided within)		
6. Business Registration Certificate		
7. Buy American Certificate		
B. OTHER SUBMISSION DOCUMENTS		
8. Non-Collusive Affidavit (provided within)		
9. Statement of Bidder's Qualifications (provided within)		
10. Statement of Compliance Wages (provided within)		
11. Affirmative Action Documents (provided within)		
12. HUD 5369A, Representations, Certifications (provided within)		
13. HUD 2530 Previous Participation Certification (provided within)		
14. Reference (provided within)		
15. Section 3 Opportunities Plan		

PART 3

SECTION 1

BID DOCUMENT

**EXTERIOR ENTRY DOOR REPLACEMENT
AT
BRADLEY COURT - NJ2-14**

BID DOCUMENT

FROM:

NAME OF FIRM

TELEPHONE #

STREET ADDRESS

FAX #

CITY, STATE AND ZIP CODE

EMPLOYER TAX ID #

TO: NEWARK HOUSING AUTHORITY
500 BROAD STREET, NEWARK, NEW JERSEY 07102

The undersigned, having familiarized themselves with the Invitation for Bids and all attachments, with the Scope of Work as prepared by the **AUTHORITY** and with local conditions affecting the cost of the work, hereby submit this Bid to furnish all labor, materials, services, equipment and related items required to complete the entire Scope of Work which is furnishing labor & materials, management and supervision for exterior entry door replacement at Bradley Court (NJ 2-14). This is a unit price contract and the contract period is for a period of sixty working days.

The prospective bidder acknowledges by submitting this Bid that he has reviewed all documents of the bid and the physical, regulatory, environmental, and social conditions of the site and the Scope of Work to be performed, and that the Bid Price and the completion times are based on the Bidder's knowledge of and unconditional acceptance of the contract conditions.

The bidder takes sole responsibility for the protection and security of the installed and completed work, tools, materials, labor, and the safety of the residents, Authority staff and the public at large, and hereby holds the Authority harmless from any damages, including third parties, based upon any failure of the Bidder's to protect and secure the work or the assigned apartment(s) as required.

All list prices and hourly rates and material mark-ups include any labor, material, security, tools, equipment, overhead cost, profit, insurance cost, supervision cost, travel cost, fringe benefits, and the cost for submitting this bid, including price estimates and quotes for individual jobs required to perform the job as specified in the scope of work. In any case, NHA will not provide or pay any additional cost for tools, equipment, security and storage space or for all other items included in mark-ups per this paragraph.

The work shown in the Bid Tables and any specifications shall be bid as itemized bid prices. The **Itemized Bid Prices** should include cost of all labor by discipline, materials, insurance and equipment, overhead and profit.

All questions concerning this bid proposal may be directed to the Department of Procurement at 973-273-6526.

**NEWARK HOUSING AUTHORITY
500 BROAD STREET, NEWARK, NJ 07102
BID # 09-C-058**

**EXTERIOR ENTRY DOOR REPLACEMENT
AT
BRADLEY COURT - NJ2-14**

	UNIT COST	BOND	INSURANCE	TOTAL BID COST
20 ENTRY DOORS	\$	\$	\$	\$

1. The work consists of but not limited to the following removal and replacement work at Bradley Court NJ 2-14 with a total of 20 doors.
2. The removal of existing entrance door and frame assemblies including interior and exterior wood trim, caulking, and aluminum saddles.

Note: The attention of Bidders is particularly called to the fact that, unless the bid is made in strict conformity with the directions given, it will be considered non-responsive and may be rejected.

PRINT/TYPE NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Subscribed and sworn to
before me this _____ day _____, 2010.

Notary Public

My commission expires _____.

PART 3

SECTION 2

BID GUARANTEE/BOND & CONSENT OF SURETY

Failure to submit required BID GUARANTEE/BOND as specified herein shall render the bid non-responsive and the bid shall be given no further consideration.

****Form must be completed****

*****REQUIRED ITEM*****

BID BOND

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

(Name of Principal)

as PRINCIPAL, and

(Name of Surety)

as SURETY, are held and firmly bound unto the NEWARK HOUSING AUTHORITY, hereinafter called the "AUTHORITY", in the penal sum of five percent (5%) of the total

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

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20__, for

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Contractor in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid bond and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

BID BOND

ATTEST:

(Corporate Principal)

(Business Address)

BY: _____ Affix
Corporate Seal

ATTEST:

(Corporate Surety)

BY: _____ Affix
Corporate Seal

_____(Power of Attorney for
persons signing for Surety Company must be attached to bond).

CERTIFICATE AS TO CORPORATE SEAL

I. _____, certify that I am the _____ of the Corporation
named as _____, 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)

*****REQUIRED ITEM*****

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a Consent of Surety in substantially the following form:

To: _____
(Owner)

Re: _____
Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to the _____ a performance bond in
(Owner)

the total amount of the bid in the event that said contractor is awarded a contract for the above project.

(Contractor)

Signed, sealed and dated this _____ day of _____, 20____.

(Surety)

Attorney-in-Fact

CONSENT OF SURETY MUST BE EXECUTED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

PART 3

SECTION 3

STOCKHOLDER DISCLOSURE CERTIFICATION

MANDATORY SUBMISSION ITEM

****Form must be completed****

*****MANDATORY SUBMISSION ITEM*****

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership	Corporation	Sole Proprietorship
Limited Partnership	Limited Liability Corporation	
Limited Liability Partnership	Subchapter S Corporation	

Sign and notarize the form below, and, if necessary, complete the stockholder list below. Continue on additional page if necessary.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day
of _____

(Affiant)

_____, 2 ____.
(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

PART 3

SECTION 4

SUBCONTRACTOR CERTIFICATION Mandatory Submission Item

****Form must be completed****

*******MANDATORY SUBMISSION ITEM*******

SUB-CONTRACTOR LISTING

Please list the names of all subcontractors to be used on this project. (Add additional sheets where necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the bidder shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided with the bid. Specifically, the bidder shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____



The Bidder will not be using any subcontractors.

THIS FORM MUST BE SIGNED AND SUBMITTED BY THE BIDDER.

Name of Bidder

Signature

Name Printed

Title

Sworn to and subscribed before me this _____ day of _____, 2010.
(CORPORATE SEAL)

Notary Public

*****MANDATORY SUBMISSION ITEM*****

SUBCONTRACTOR CERTIFICATION FORM

All subcontractors designated by the bidder shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided with the bid. Specifically, the bidder shall include a listing of all relevant jobs performed by the sub-consultant within the past two (2) years.

Please print the following information legibly. **NOTE:** Provide this information on additional sheets, as required, in accordance with the following format.

How many years has sub-consultant been engaged in this particular field? ____ years.

Subcontractor
Firm Name

Address

Contact Person

Telephone #

Facsimile #

Trade

State License #

THIS FORM TO BE SIGNED AND SUBMITTED BY THE SUBCONTRACTOR.

Name of Subcontractor

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2010.
(CORPORATE SEAL)

Notary Public

Provide a list of relevant contracts (company/firm) completed by sub-consultants within the last two (2) years. **DO NOT INCLUDE WORK WITH THE HOUSING AUTHORITY OF THE CITY OF NEWARK.**

(This form may be duplicated.)

1.

Company Name	Telephone #	Completion Date
Address	Contact Person	
City/State/Zip	Contract Amount	
2.

Company Name	Telephone #	Completion Date
Address	Contact Person	
City/State/Zip	Contract Amount	
3.

Company Name	Telephone #	Completion Date
Address	Contact Person	
City/State/Zip	Contract Amount	

PART 3

SECTION 5

ACKNOWLEDGMENT OF ADDENDUM(S) AND/OR CLARIFICATION(S)

MANDATORY SUBMISSION ITEM

****Form must be completed****

*****MANDATORY SUBMISSION ITEM*****

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/CLARIFICATION

The undersigned Bidder hereby acknowledges receipt of the following Addenda/
Clarification:

<u>Addendum/Clarification Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



No Addenda/Clarification were received:

THIS FORM MUST BE SIGNED AND SUBMITTED BY THE BIDDER.

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

PART 3

SECTION 6

BUSINESS REGISTRATION CERTIFICATE &

SUBCONTRACTOR(S) BUSINESS REGISTRATION CERTIFICATE(S)

Required Document

****Forms must be included****

*****REQUIRED ITEM*****

SAMPLE

BUSINESS REGISTRATION CERTIFICATES (only these forms will be accepted!)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

PART 3

SECTION 7

BUY AMERICAN CERTIFICATE

Required Document

*****MANDATORY SUBMISSION ITEM*****

**INTERIOR ALTERATIONS AT KRETCHMER ELDERLY 2-17
09-C-032**

The work required under the above named solicitation is funded by the American Recovery and Reinvestment Act of 2009 ("ARRA"). All entities awarded contracts funded by monies from ARRA are required comply with the Buy American provisions as set forth therein. Please review the requirements below and indicate your compliance by completing the signature block. Upon completion, return the original document with your bid response.

BUY AMERICAN CERTIFICATION

Section 1605 of the American Recovery and Reinvestment Act states that:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the [DESCRIPTION] to be fully or partially funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 2 C.F.R. 176.60.

Company Name

Name of Authorized Official (Printed)

Date

Signature of Authorized Official

Title

PART 3

SECTION 8

NON COLLUSIVE AFFIDAVIT

AFFIDAVIT OF NON-COLLUSION

STATE OF :
COUNTY OF : SS
:

The undersigned, being duly sworn according to law, deposes and says:

1. that, as the party making the foregoing Bid, that such 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 advantages against the Newark Housing Authority, or any person interested in the proposed contract; and that all statements in said Bid are true.

2. The bidder further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a bidder, but may be grounds for administrative suspension or grounds for consideration by NHA as to whether NHA should decline to award a contract to such a bidder on the basis of a lack of responsibility. If bidder has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, bidder should attach an explanation of the circumstances surrounding that conviction.

Sworn to and subscribed
before me this _____
day of _____, 2010.

Firm Name

Notary Public

Name

Title

Signature of Bidder

PART 3

SECTION 9

STATEMENT OF BIDDER'S QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

NAME OF BIDDER: _____

BIDDER'S ADDRESS: _____

I. If a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

II. If an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name(s) and address(es) of Individual/Partners:

III. State background and experience of principals and key personnel.

It is necessary that the bidder present evidence that he is a general contractor and that he has been in business for at least five years, satisfactorily completing similar projects. In addition, he shall submit evidence that his company has the necessary equipment and resources to carry out this scope of work.

1. How many years has your organization been in business performing the type of work required under this contract?

2. State general character of work performed by your company.

3. We normally perform _____ % of the work with our own forces.

4. Have you ever failed to complete or defaulted on any contract awarded to you? If so, state circumstances.

5. Has any officer/partner of your organization ever been an officer/partner of any organization that failed to complete a service contract? If so, state name of individual, organization and reason thereof.

6. List any outstanding liens against your company.

7. Name of the supervisor proposed for this work.

8. Explain in what manner you have inspected site(s).

9. Name of the supervisor proposed for this work.

10. List recent contracts and amounts recently completed.

11. List trade references:

12. List bank references:

Credit available: Please list amount. \$_____

Will you, upon request, submit a detailed financial statement and furnish any other information required by the Housing Authority of the City of Newark? Yes (). No ().

13. Have you entered into contracts or received firm offers for materials required for preparing your bid? Yes (). No ().

FINANCIAL STATEMENT

 NAME OF FIRM

 DATE
CURRENT ASSETS:

Cash	\$ _____
Joint Venture Account	\$ _____
Accounts Receivable	\$ _____
Notes Receivable	\$ _____
Accrued Interest on Notes	\$ _____
Deposits	\$ _____
Material and Prepaid Expense	\$ _____

Total Current Assets	\$ _____
----------------------	----------

FIXED ASSETS NET:	\$ _____
-------------------	----------

OTHER ASSETS:	\$ _____
---------------	----------

TOTAL ASSETS :	\$ _____
----------------	----------

CURRENT LIABILITIES :

Accounts Payable	\$ _____
Notes Payable	\$ _____
Accrued Interest on Notes	\$ _____
Provisions for Taxes	\$ _____
Accrued Salaries	\$ _____
Payroll Taxes	\$ _____
Other	\$ _____

Total Current Liabilities	\$ _____
---------------------------	----------

OTHER LIABILITIES	\$ _____
-------------------	----------

CAPITAL:

Capital Stock	\$ _____
Authorized and Outstanding	
Shares, Par Value	\$ _____
Earned Surplus	\$ _____

TOTAL LIABILITIES & CAPITAL:	\$ _____
------------------------------	----------

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the NEWARK HOUSING AUTHORITY in verification of the recitals comprising this Statement of Bidder's Qualifications.

(Company Name)

(Signature)

(Title)

(Date)

AFFIDAVIT

State of New Jersey)
) SS:
County of _____)

_____ (Name), being duly sworn, deposes and says that he is
(Title) of _____ (Company) and that the answers to the
foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to
before me this _____ day
_____.

Signature

My commission expires _____.

PART 3

SECTION 10

STATEMENT OF COMPLIANCE - WAGES

STATEMENT OF COMPLIANCE - WAGES

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, Social Security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3 (29 CFR) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 967; U.S.C. 276), and described on said payroll; that said payroll is correct and complete; that the wage rates contained in said payroll for laborers and mechanics pursuant to the contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.

SIGNATURE

TITLE

PART 3

SECTION 11

AFFIRMATIVE ACTION DOCUMENTS

AFFIRMATIVE ACTION PROGRAM

1. CONTRACTOR'S OBLIGATION. To be a responsive bidder, the contractor/bidder must submit the statements included herewith that sets forth the minimum Affirmative Action requirements of the Newark Housing Authority.

At a minimum, the contractor (and/or relevant subcontractors) shall submit with his bid the following documentation explicated in detail below upon bidding for any particular materials, supplies or services:

- A. Certificate of compliance (narrative)
- B. Affidavit of MBE Participation
- C. Good faith in use of Section 3 business concern

The contractor shall not discriminate against employees and applicants for employment on the grounds of union membership, or because of race, color, religion, sex, or national origin.

The contractor/bidder (or relevant subcontractor) must also submit a signed narrative NHA "Statement of Compliance" with the Affirmative Action requirements pursuant to this document as well as all Federal, State, Municipal and Executive Order mandates.

2. SUBCONTRACTORS. Each prime contractor is responsible for the performance of his subcontractors for the implementation of the Affirmative Action Program during the performance of the contract. Whenever the contractor subcontracts a portion of services or materials, the subcontract shall bind the subcontractor to the obligations contained herein to the same extent as if he were the contractor.

NOTE: Contractor will not be paid any additional amount for minority participation or subcontractors.

STATEMENT OF COMPLIANCE BY ALL CONTRACTORS

AFFIRMATIVE ACTION PLAN

The employment policies and practices of the (YOUR COMPANY'S NAME) are to recruit and to hire employees without discrimination because of race, creed, color, or national origin, ancestry, marital status, political affiliation, liability for service in the armed forces of the United States or physical/mental handicap (except to the extent that such disability prevents the applicant from performing the tasks related to his/her occupation, profession, office or craft) and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This company submits this plan to assure compliance with Executive Order #11246 and subsequent orders and more specifically the Housing Authority of the City of Newark's Affirmative Action Plan that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies.

It agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity to all who apply for employment on an equal basis.

This company further recognizes that the effective application of a policy of merit employment involves more than a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to give notice to all persons seeking employment and to strive for advancement on this basis.

President/Director

Your Company's Name

Address

Job Site

City State Zip Code

**AFFIDAVIT OF
MINORITY BUSINESS/HUD SECTION 3 ENTERPRISE PARTICIPATION**

STATE OF _____

COUNTY OF _____

_____ being first sworn states:
That I _____ the respondent
(am a Partner, Director, or Owner of the bidding firm) submitting the foregoing proposal
or bid and that said party will comply with the requirements of the Equal Business
Opportunity Program of the Housing Authority of the City of Newark and in furtherance
thereof agrees to subcontract at least 30% of the goods or services to be awarded in a
contract to a certified minority business entrepreneur. The bidder shall acquire the
stated percentage of goods or services to be supplied hereunder from the following
minority business enterprise(s):

Minority Business

HUD Section 3 Enterprise
(address and phone number)

Percent of Bid
(or dollar value)

Product or Service

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that nothing herein obligates the Housing Authority of the City of Newark to approve of said Equal Business Opportunity Program as a supplier or subcontractor for the goods and/or services stated and that the Authority may require the contractor/bidder to substitute suppliers or subcontractors other than the one(s) specified. In addition, it is understood and agreed that nothing herein gives any MBE/WBE an enforceable right against the Housing Authority of the City of Newark.

Name

Title

Sworn and subscribed before
me this _____ day of
_____, 2010.

**DESIGNATION OF COMPLIANCE OFFICER/
EQUAL EMPLOYMENT OPPORTUNITY**

Your Company
Street Address
City State Zip Code

Attention: All Employees

Mr./Ms. J_____ Doe has been appointed the Affirmative Action Compliance Officer, under the direct supervision of (YOUR COMPANY'S DIRECTOR/PRESIDENT) for the (NAME OF YOU COMPANY). He/She will handle all complaints which allege discrimination because of race, creed, color or national origin ancestry, marital status, political affiliation, liability for service in the armed forces of the United States or physical/mental handicap (except to the extent that such disability prevents the applicant from performing the tasks related to his/her occupation, profession, office or craft). He/She will also handle all compliance situations relative to the Housing Authority of the City of Newark's Affirmative Action Program.

This company has pledged to abide by the provisions of the Civil Rights Act of 1964 and the current Executive Order relating to Equal Employment Opportunity.

Mr./Ms. J_____ Doe can be reached by telephone at (PHONE NUMBER). His/Her office address is at (STREET ADDRESS, CITY, STATE, ZIP CODE).

President/Director

Job Site

c: Office of Affirmative Action

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY:_____

SIGNATURE:_____

PRINT NAME:_____

TITLE:_____

DATE:_____

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-APR-2005

to **15-APR-2008**

S A M P L E



John P. Coleman

State Treasurer

PART 3

SECTION 12

REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS (HUD 5369A)

PART 3

SECTION 13

PREVIOUS PARTICIPATION CERTIFICATION (HUD 2530)

PART 3

SECTION 14

REFERENCES

REFERENCES

COMPANY NAME: _____

CONTACT: _____

PHONE NUMBER: _____

PLEASE LIST AT LEAST THREE (3) REFERENCES OF CURRENT CUSTOMERS WHO CAN VERIFY THE QUALITY OF SERVICES PERFORMED BY YOUR COMPANY; INCLUDE COMPANY NAME, ADDRESS, CONTACT PERSON AND TELEPHONE NUMBER:

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

PART 3

SECTION 15

SECTION 3 OPPORTUNITIES PLAN

INSTRUCTIONS FOR COMPLETING THE SECTION 3 UTILIZATION PLAN (SERVICE & PROFESSIONAL CONTRACTS)

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

The Section 3 Utilization Plan is to be completed for service and professional contracts. There are four (4) ways in which Section 3 can be fulfilled. They are listed in order of preference:

- 1) Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by residents of the housing development, or other NHA public housing residents, or subcontractor/joint venture with a business that employs full-time, 30% or more of NHA residents, or low and very low income individuals within the Metro Fair Marketing Rent areas of New Jersey (Essex, Morris, Sussex and Union counties), or
- 2) Direct hiring of NHA public housing residents and/or low and very low-income area residents, or
- 3) Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the Office of Tenant Affairs of the NHA.
- 4) Contribute to a NHA resident educational fund in an amount commensurate with the contribution to training sliding scale attached.

If a prime contractor is unable to satisfy the NHA resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project or qualified to complete a percentage of the work.

In paragraph number one (1), if the (sub)contractor has identified a resident owned business or a business which employs 30% or more NHA Public Housing or area residents, this paragraph is to be completed by indicating the number of resident owned businesses that will be used on the contract/spec number shown at the end of the paragraph.

If the (sub)contractor plans to hire NHA Public Housing or area residents to work for its company, paragraph two (2) must be completed with the contract/spec number and the percentage of compliance in new hiring of resident(s). For example, if your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 5% of your labor dollars or \$5,000.00. If the whole dollar amount is to be expended on the resident's salary, then 100% is to be inserted on the percent line. If a percentage amount less than 100% will be expended on the resident's salary, that amount must be inserted on the line and the remaining percentage must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, or placed into NHA Section 3 Resident Educational Fund. In which case, the corresponding paragraph must be completed.

If the (sub)contractor has exhausted the first two (2) options, then the full amount of the contractor's Section 3 obligations will be placed into NHA Resident Educational Fund, in which

case paragraph three (3) must be completed and paragraphs one (1) and two (2) will contain zeroes in the percentage lines.

SCHEDULE D: The second portion of the Section 3 Utilization Plan begins with the specification or request for proposal title and number.

LABOR SURVEY: The third section is to be completed by listing current staff to be used to complete the work bid upon.

- 1) indicate each category of employment for all phase of this contract;
- 2) the number of positions which will be needed in each category;
- 3) how many of those positions are currently filled;
 - (a) total number of positions that are filled;
 - (b) the number filled by NHA public housing residents;
 - (c) the number filled by area residents, excluding NHA residents.
- 4) Indicate your goal for the number of positions you intend to fill with:
 - (a) Section 3 Residents
 - (b) Low and Very low income area residents.

RESIDENT LIST: The final section is to be completed after the contract has been awarded; interviews have taken place and residents have been hired. The completed Section 3 Utilization Plan must be submitted to the Section 3 Coordinator and Procurement/Contracts Department.

The Housing Authority or the City of Newark public housing and neighborhood residents are screened and skills assessed by the NHA. Each contractor is required to attend a pre-construction conference with the Procurement/Contract Compliance Department where contractual obligations will be explained, the contractor's Section 3 dollar amount will be determined, and the contractor's hiring goals will be discussed. The Section 3 Coordinator will refer qualified residents to be interviewed by the contractor.

The Section 3 Utilization Plan that is submitted with the RFQ/RFP/IFB and the final copy that is submitted to the Contracts and Procurement Department must be signed and include the title of person executing the plan.

SECTION 3 UTILIZATION PLAN

Business Opportunities and Employment Training of the Housing Authority of the City of Newark Public Housing Residents and Low and Very Low Income Area Residents

I. Utilization Plan

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the NHA Contract Resolutions implementing Section 3 requirements.

You may comply by choosing one or all options. Remember, your compliance must be equal to 100% or any remaining percentages will be deducted from payouts and placed in the NHA resident training/educational fund account.

☐ **Option 1: Subcontract with Section 3 Business Concern(s)**

The Contractor had identified NHA Section 3 resident owned business(es) or Section 3 business(es) which employ 30% or more Section 3 residents to comply with _____% of its Section 3 requirements covered under this Contract.

☐ **Option 2: Hire Section 3 residents/participants**

The Contractor has committed to employ the following in order to comply with _____% of its Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for the new hire of NHA public housing residents and low and very low-income area residents, during the term of the contract between the Contractor and NHA. The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under this Contract. (See attached Labor Survey)

☐ **Option 3: Resident Training by Contractor**

The Contractor has a training program in place and is willing to train _____ residents to comply with _____% of its Section 3 requirements.

☐ **Option 4: Contribution**

The Contractor will contribute to the NHA training/educational fund for resident training to comply with _____% of its Section 3 requirements.

In the event I am awarded the contract, I have the option to submit my check in the compliance amount of the start of contract date, or allow NHA to deduct payment from my draw requests. (Compliance amount is based upon the labor dollars of the contract award.)

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Contractor's Signature and Title:

Date: _____

Sworn & Subscribed Before Me

This _____ day of _____, _____
Day Month Years

Signature of Notary Public

Date Commission Expires

SCHEDULE D

NAME OF PRIME CONTRACTOR:

TITLE OF RFP OR SPEC: _____

SPEC. # OR RFP # OR PURCHASE

ORDER#: _____

CONTRACT #: _____

DEPARTMENT OF PROCUREMENT AND CONTRACTS

WARNING: THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROCUREMENTS.

1. Employment and Training of the Housing Authority or the City of Newark Public Housing Residents and Low and Very Low Income Area Residents.

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as its Section 3 Utilization Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Section D on a quarterly basis throughout the contract period. The quarterly status report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The status report shall be in at least the same level of detail as the approved Schedule D. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide to NHA and neighborhood residents.

The failure of the Contractor to comply with the approved plan shall be a material breach of the contract.

Each Bidder/Proposer for a construction or labor related contract must complete this Schedule D and submit all relevant information required herein. A prime contractor, through its' subcontractors may satisfy the NHA Resident Hiring Requirements. Please complete the Labor Survey of Section 3 Utilization Plan in the following columns.

- 1) indicate each category of employment for all phase of this contract;
- 2) the number of positions which will be needed in each category;
- 3) how many of those positions are currently filled;
 - (a) total number of positions that are filled;
 - (b) the number filled by NHA public housing residents;
 - (c) the number filled by area residents, excluding NHA residents.
- 4) Indicate your goal for the number of positions you intend to fill with:
 - (a) Section 3 Residents
 - (b) Low and Very low income area residents.

NOTE: The minimum of trainees is that which can reasonably be utilized in each occupation, and no less than the number established by the U.S. Secretary of Labor for construction and non-construction labor related occupations. The contractor shall fill all vacant positions with low-income persons (earning less than 80% of the median income in the City of Newark and these positions shall not be filled immediately prior to undertaking work in order to circumvent regulations as set forth at 24 C.F.R. Part 135 et seq: as amended.

2. SECTION 3 BUSINESSES SUBCONTRACTING OPPORTUNITIES

In a one (1) page letter on your company's letterhead:

- 1) Indicate the goals, expressed in terms of percentage of planning subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- 3) A description of the method used to develop the goals above and the efforts to be undertaken by the Contractor to meet those goals.

Acknowledged by:

(President or Authorized Officer)

Date: _____

III. Labor Survey:

SPEC OR RFP #		SPEC OR RFP TITLE					
(1) JOB TITLE	(2) NEEDED	(3) NUMBER OF POSITIONS FILLED			HIRING GOAL		
		(a) Total	(b) LINHAR	(C) LIAR	(4) To Be Filled	(a) LINHAR	(b) LIAR

LINHAR = Low and Very Low-Income Newark Housing Authority Resident

LIAR = Low –Income Area Resident

IV. Resident List

Section 3 Resident Employee Information (Jobs to be filled)			
Job Title	LINHAR or LIAR Name	Address	Phone Number

LINHAR = Low and Very Low-Income Newark Housing Authority Resident
LIAR = Low-Income Area Resident

CONTRIBUTION SLIDING SCALE**SAMPLE VALUES**

Contract Values			CONTRIBUTION TO TRAINING FUND		
\$21,000	to	\$99,999	5%	\$1,050	\$5,000
\$100,000	to	\$199,999	5%	\$5,000	\$10,000
\$200,000	to	\$299,999	5%	\$10,000	\$15,000
\$300,000	to	\$399,999	5%	\$15,000	\$20,000
\$400,000	to	\$499,999	5%	\$20,000	\$25,000
\$500,000	to	\$999,999	5% + \$10,000	\$35,000	\$60,000
\$1,000,000	to	\$1,999,999	5% + \$10,000	\$60,000	\$110,000
\$2,000,000	to	\$2,999,999	5% + \$10,000	\$110,000	\$160,000
\$3,000,000	to	\$3,999,999	5% + \$10,000	\$160,000	\$210,000
\$4,000,000	to	\$4,999,999	5% + \$10,000	\$210,000	\$260,000

Five percent (5%) plus \$10,000 will be applied to each contract of \$5,000,000.00 dollars or more for the purpose of calculating contribution values.



DEFINITIONS

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business concern:

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

Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above.

WHO IS A SECTION 3 RESIDENT?

For purposes of the Housing Authority of the City of Newark, a Section 3 resident is:

1. A public housing resident;
2. An individual who lives in the City of Newark and any other HUD Metro Fair Marketing Rent areas of New Jersey (Essex, Morris, Sussex and Union Counties) and whose income falls within the guidelines for low- or very low income (see attached 2009 Income Limits Summary).

FY 2009 Income Limits Summary

Newark, NJ HUD Metro FMR Area

FY 2009 Income Limit Area	<u>Median Income</u>	FY 2009 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Newark, NJ HUD Metro FMR Area	\$87,600	<u>Very Low (50%) Income Limits</u>	\$30,650	\$35,050	\$39,400	\$43,800	\$47,300	\$50,800	\$54,300	\$57,800
		<u>Extremely Low (30%) Income Limits</u>	\$18,400	\$21,050	\$23,650	\$26,300	\$28,400	\$30,500	\$32,600	\$34,700
		<u>Low (80%) Income Limits</u>	\$44,800	\$51,200	\$57,600	\$64,000	\$69,100	\$74,250	\$79,350	\$84,500

The **Newark, NJ HUD Metro FMR Area** contains the following areas: Essex County, NJ; Morris County, NJ; Sussex County, NJ; and Union County, NJ

MIKESELL & ASSOCIATES

Architecture and Planning

SPECIFICATIONS

**BRADLEY COURT - NJ2-14
EXTERIOR ENTRY DOOR REPLACEMENT**

NEWARK, NEW JERSEY

**OWNER:
HOUSING AUTHORITY, CITY OF NEWARK
500 BROAD STREET
NEWARK, NEW JERSEY 07102**

ARCHITECT'S PROJECT NO.: 209037

DATE: NOVEMBER 4, 2009

**17 Academy Street
Suite 800
Newark, NJ 07102
Telephone (973) 624-3000**

INDEX - DOCUMENTS HEREIN:**SPECIFICATIONS:****DIVISION 1 - GENERAL REQUIREMENTS**

Section 01010	Summary of Work (2 Pages)
Section 01035	Modification Procedures (1 Page)
Section 01040	Coordination (2 Pages)
Section 01045	Cutting and Patching (3 Pages)
Section 01095	Ref. Standards and Definitions (2 Pages)
Section 01200	Project Meetings (2 Pages)
Section 01300	Submittals (4 Pages)
Section 01400	Quality Control (2 Pages)
Section 01500	Construction Facilities (4 Pages)
Section 01600	Materials and Equipment (3 Pages)
Section 01631	Product Substitutions (2 Pages)
Section 01700	Project Closeout (2 Pages)
Section 01740	Warranties and Bonds (2 Pages)

DIVISION 2 - SITEWORK

Section 02070	Selective Demolition (3 Pages)
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DIVISION 4 - MASONRY

Section 04200	Unit Masonry (3 Pages)
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DIVISION 7 - THERMAL MOISTURE AND PROTECTION

Section 07901	Joint Sealants (1 Page)
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DIVISION 8 - DOORS AND WINDOWS

Section 08111	Steel Stile & Rail Doors and Frames (6 Pages)
Section 08710	Door Hardware (3 Pages)
Section 08800	Glazing (2 Pages)

DIVISION 9 - FINISHES

Section 09900	Painting (6 Pages)
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DIVISION 16 - ELECTRICAL

Section 16010	Basic Electrical Requirements (3 Pages)
Section 16050	Basic Electrical Materials and Methods (6 Pages)
Section 16100	Raceways, Boxes, and Cabinets (5 Pages)
Section 16120	Wires and Cables (3 Pages)

DRAWINGS

A-1 Key Plan & Door Details (24" x 36" Sheet Size)

END OF INDEX

SECTION 01010 - SUMMARY OF WORK**1.1 GENERAL**

- A. The Project consists of the removal and replacement of (20) twenty existing exterior building lobby entrance door and frame assemblies at a complex of ten three story apartment buildings.
 - 1. Project Location: Bradley Court Residential Apartment Complex. The Property is bordered by Maybaum Ave., Tremont Ave. and North Munn Ave., Newark, New Jersey.
 - 2. Owner: Newark Housing Authority, 500 Broad Street, Newark, New Jersey 07102.
- B. Contract Documents, dated November 4, 2009 were prepared for the Project by Mikesell & Associates, 17 Academy Street, Suite 800, Newark, New Jersey 07102.
- C. The Work consists of but is not limited to removal and replacement of 20 exterior lobby entrance door & frame assemblies. The Work includes the following:
 - 1. Removal of existing entrance door and frame assemblies including but not limited to door hardware, frame anchors, brick and masonry wall construction, grouted frames, entrance saddles, related wiring and conduit, and any wall, floor and ceiling finishes that are affected by the installation work.
 - 2. Installation of new 14 gage galvanized steel stile and rail door and frame assemblies with ½" thick polycarbonate glazing panels. The work includes, blocking /shims, concealed anchors, caulking, painting, door hardware, electric strikes & transformers (including all related electrical work to provide power to strikes) , miscellaneous patching/repair of adjacent masonry at door opening, thresholds and weatherstripping, and repair/replacement of any damaged adjacent wall floor, and ceiling finishes.
 - 3. Transformer for electric strike to be powered from existing ceiling mounted light fixtures adjacent to door openings. Transformer to be located within side chase panel of door frame assembly. Install ¾" rigid steel conduit and wiring from light fixture to side panel of new door & frame assembly. Secure conduit tight to ceiling and light fixture and extend to door frame. Extend conduit through door frame and into chase panel to transformer location. Coordinate with door frame access panel locations. Furnish and install all brackets, hardware, accessories, wiring, cabling, etc. required for providing power and operation of electric strikes.
- D. Protect existing work from damage. Door assemblies shall be fully installed including all finished trim, sealant, and door hardware.
- E. Repair all interior & exterior damage at wall and floor finishes surrounding and adjacent to doors that are to be replaced. Finish and paint to match existing.
- F. It shall be the responsibility of the Contractor to obtain all required permits and to coordinate all required inspections. The Contractor shall be responsible for payment of all fees associated with permits and inspections.

- G. The Work will be constructed under a single prime contract.
- H. Contractor Use of Premises: During construction the Contractor shall limit use of premises to the project area. The Owner and Residents will occupy the building during the construction phase. The Contractor's use of premises is limited to the immediate areas where the work is to be performed. **The Contractor shall maintain access to occupied building areas during the entire construction phase.** Contractor shall protect building and its contents from damage. Building shall be maintained weathertight. **Contractor shall maintain means of egress paths (interior and exterior) that pass through or are adjacent to the project area. Access to the property for fire department and other emergency vehicles and personnel shall be maintained for the duration of this contract.**
- I. Full Occupancy: The Contractor shall perform the work so as not to affect areas of the building that will be occupied by the Owner and Residents during the construction phase. The Owner also reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion. Placing equipment and partial occupancy do not constitute acceptance of the Work.
- J. The contractor shall inspect the project site to determine any existing conditions that would become hazardous to the contractor's work force and building occupants during the construction phase. The contractor shall take all necessary steps to protect the building occupants and his workforce during the performance of this contract.
- J. **This Contract is subject to the following requirements:**
Buy American
Sec. 1605. Use of American Iron, Steel, and Manufactured Goods.
(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that-
(1) applying subsection (a) would be inconsistent with the public interest;
(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
(d) This section shall be applied in a manner concistent with United States obligations under international agreements.

The Contractor acknowledges to and for the benefit of the Newark Housing Authority and HUD that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009

(Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and Section 1605 of such law contains provisions commonly known as Buy American. The Buy American requirement prohibits the use of Recovery Act funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (Buy American Requirement) including iron, steel, and manufactured goods provided by the Contractor pursuant to this agreement.

The Contractor hereby represents and warrants to and for the benefit of the PHA and HUD that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and /or have been produced in the United States in a manner that complies with the Buy American Requirement, unless a exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the PHA or HUD.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the PHA to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney fees) incurred by the PHA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of HUD.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION

END OF SECTION 01010

SECTION 01035 - MODIFICATION PROCEDURES**1.1 GENERAL**

- A. Minor Changes in the Work: The Architect will issue instructions authorizing minor changes in the Work on AIA Form G710.
- B. Owner-Initiated Change Order Proposal Requests: The Architect will issue a description of proposed changes in the Work that require adjustment to the Contract Sum or Time. The description may include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests are for information only. Do not consider them an instruction to stop work or to execute the proposed change.
 - 2. Within 5 days of receipt, submit an estimate of cost necessary to execute the change for the Owner's review.
 - a. Include an itemized list of products required and unit costs, with the total amount of purchases.
 - b. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Indicate the effect the change will have on the Contract Time.
- C. Contractor-Initiated Proposals: When unforeseen conditions require modifications, the Contractor may submit a request for a change to the Architect.
 - 1. Describe the proposed change. Indicate reasons for the change and the effect of the change on the Contract Sum and Time.
 - 2. Include an itemized list of products required and unit costs, with the total amount of purchases.
 - 3. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
- D. Proposal Request Form: Use AIA Document G709.
- E. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completing the change, submit an itemized account and supporting data to substantiate Contract adjustments.
- F. Change Order Procedures: Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order on AIA Form G701.

1.2 PRODUCTS (Not Applicable)**1.3 EXECUTION (Not Applicable)**

END OF SECTION 01035

SECTION 01040 - COORDINATION**1.1 GENERAL**

- A. This Section includes requirements for coordinating construction operations including, but not necessarily limited to, the following:
 - 1. Coordination drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Cleaning and protection.

1.2 COORDINATION

- A. Coordinate construction to assure efficient and orderly installation of each part of the Work. Coordinate operations that depend on each other for proper installation, connection, and operation.
 - 1. Schedule operations in the sequence required to obtain the best results where installation of one part depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
 - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner, Architect, and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required procedures with other activities to avoid conflicts and assure orderly progress. Such activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Delivery and processing of submittals.
 - 3. Progress meetings.
 - 4. Project closeout activities.
- D. Conservation: Coordinate construction to assure that operations are carried out with consideration for conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not incorporated in, the Work.
- E. Coordination Drawings: Prepare coordination drawings if needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the relationship of components shown on separate shop drawings.
 - 2. Indicate required installation sequences.

3. Comply with requirements contained in Section "Submittals."

- F. Staff Names: Within 10 days of commencement of construction, submit a list of the Contractor's staff assignments, including the superintendent and other personnel at the Project Site. Identify individuals and their responsibilities. List their addresses and telephone numbers.

1.3 PRODUCTS (Not Applicable)

1.4 EXECUTION

- A. Inspection of Conditions: Require Installers of major components to inspect substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected.
- B. Coordinate temporary enclosures with inspections and tests to minimize the need to uncover completed construction.
- C. Clean and protect construction in progress and adjoining materials, during handling and installation. Apply protective covering to assure protection from damage.
- D. Clean and maintain completed construction as necessary through the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- E. Limiting Exposures: Supervise construction to assure that no part is subject to harmful, dangerous, or damaging exposure. Such exposures include, but are not limited to, the following:
1. Excessive static or dynamic loading.
 2. Excessive internal or external pressures.
 3. Excessively high or low temperatures.
 4. Water or ice.
 5. Solvents and chemicals.
 6. Abrasion.
 7. Soiling, staining, and corrosion.
 8. Combustion.

END OF SECTION 01040

SECTION 01045 - CUTTING AND PATCHING**1.1 GENERAL**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures in advance of the time cutting and patching will be performed. Request approval to proceed. Include the following:
 - 1. Describe extent of cutting and patching. Show how it will be performed and indicate why it cannot be avoided.
 - 2. Describe changes to existing construction. Include changes to structural elements and operating components and changes in the building's appearance and other significant visual elements.
 - 3. List products to be used and firms that will perform Work.
 - 4. Indicate dates when cutting and patching will be performed.
 - 5. Utilities: List utilities that will be disturbed or relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
 - 6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
 - 7. Approval to proceed does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.
 - 8. Furnish and install all required temporary bracing and shoring.
- B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- C. Operational Limitations: Do not cut and patch operating elements in a manner that would reduce their capacity to perform as intended. Do not cut and patch operating elements in a manner that would increase maintenance or decrease operational life or safety.
 - 1. Obtain approval before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Fire protection systems.
 - c. Electrical wiring systems.
- D. Visual Requirements: Do not cut and patch exposed construction in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
 - 1. Retain the original Installer to cut and patch the exposed Work listed below. If it is impossible to engage the original Installer, engage a recognized experienced and specialized firm.
- E. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged in such a manner as not to void warranties.

1.2 PRODUCTS

- A. Use materials identical to existing materials. Use materials that visually match adjacent surfaces to the fullest extent possible if identical materials are unavailable. Use materials whose performance will equal that of existing materials.

1.3 EXECUTION

- A. Examine surfaces to be cut and patched and conditions under which work is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action.
 - 1. Before proceeding, meet with parties involved. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- B. Temporary Support: Provide temporary support of work to be cut or for other construction operations as required.
- B. Prevent damage to existing building wall assemblies and building components to remain. Repair all damage that is a result of Contractor's operations
- C. Protection: Protect existing construction and building contents to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.
- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Avoid cutting pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.
- F. Performance: Employ skilled workmen. Proceed at the earliest feasible time and complete without delay.
 - 1. Cut construction to install other components or perform other construction and subsequent fitting and patching required to restore surfaces to their original condition.
- G. Cutting: Cut using methods that will not damage elements retained or adjoining construction. Comply with the original Installer's recommendations.
 - 1. Use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
 - 4. Where services are required to be removed, relocated, or abandoned, by-pass utility services before cutting. Cut-off pipe or conduit in walls or partitions to be

removed. Cap, valve, or plug and seal the remaining pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

- H. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Patch, repair, or rehang ceilings as necessary to provide an even-plane surface of uniform appearance.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar items. Clean piping, conduit, and similar features before applying paint or finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS**1.1 GENERAL**

- A. Definitions: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated refers to graphic representations, notes, or schedules on the Drawings, paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. Location is not limited.
- C. Directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Approved, when used in conjunction with the Architect's action on submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install describes operations at the Project Site including unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide means to furnish and install, complete and ready for the intended use.
- I. Installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term experienced, when used with the term Installer, means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authorities having jurisdiction.
- J. Project Site is the space available for performing construction activities, either exclusively or in conjunction, with others performing work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. Testing Agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results

of those inspections or tests.

- L. Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.
 - 1. Abbreviated Language: Language used in Specifications is abbreviated. Implied words and meanings shall be interpreted as appropriate. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative and streamlined language is used. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words "shall be" are implied where a colon (:) is used within a sentence or phrase.
- M. Abbreviations and Names: Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.
- N. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

END OF SECTION 01095

SECTION 01200 - PROJECT MEETINGS**1.1 GENERAL**

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Preconstruction conferences.
 - 2. Preinstallation conferences.
 - 3. Progress meetings.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction. Review responsibilities and personnel assignments.
- C. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; and other concerned parties shall attend.
 - 1. Participants shall be familiar with the Project and authorized to conclude matters relating to the Work.
- D. Agenda: Discuss items that could affect progress, including the following:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Submittal of Shop Drawings, Product Data, and Samples.
 - 4. Use of the premises.
- E. Preinstallation Conferences: Conduct a conference before each activity that requires coordination with other operations.
- F. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation shall attend. Advise the Architect of scheduled meeting dates.
 - 1. Review the progress of other operations and preparations for the activity under consideration at each preinstallation conference, including requirements for the following:
 - a. Compatibility problems and acceptability of substrates.
 - b. Time schedules and deliveries.
 - c. Manufacturer's recommendations.
 - d. Warranty requirements.
 - e. Inspecting and testing requirements.
 - 2. Record significant discussions and agreements and disagreements, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
 - 3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate actions necessary to resolve problems and reconvene the conference.
- G. Progress Meetings: Progress meetings will be conducted at the Project Site at regular

intervals at scheduled dates agreeable to the Owner, Architect, and Contractor. Coordinate meeting dates with preparation of the payment request.

- H. Attendees: The Owner, Architect, and other entities concerned with current progress or involved in planning, coordination, or future activities shall be represented. Participants shall be authorized to conclude matters relating to the Work.
- I. Agenda: Review and correct or approve minutes of the previous meeting. Review items of significance that could affect progress. Include topics for discussion appropriate to Project status.
 - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule. Determine how to expedite construction behind schedule; secure commitments from parties involved to do so. Discuss revisions required to insure subsequent activities will be completed within the Contract Time.
 - 2. Review the present and future needs of each entity present, including the following:
 - a. Time.
 - b. Sequences.
 - c. Status of submittals.
 - d. Deliveries and off-site fabrication problems.
 - e. Temporary facilities and services.
 - f. Quality and work standards.
 - g. Change Orders.
 - 3. Reporting: The Architect will prepare and distribute meeting minutes to each party present and to parties who should have been present. The Contractor shall prepare a summary of progress since the previous meeting and report.
 - 4. Schedule Updating: Revise the Contractor's Construction Schedule after each meeting where revisions have been made. Issue the revised schedule concurrently with the report of each meeting.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 - SUBMITTALS**1.1 GENERAL**

- A. Submittals for Approvals: Before submission, Contractor must first review all shop drawing and product information data prior to submitting this material to the Owner and Architect.
- B. Submittal Procedures: Coordinate submittal preparation with construction, fabrication, other submittals, and activities that require sequential operations. Transmit in advance of construction operations to avoid delay.
 - 1. Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
 - 2. Processing: Allow 2 weeks for initial review. Allow more time if the Architect must delay processing to permit coordination. Allow 2 weeks for reprocessing.
 - a. No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
 - 3. Submittal Preparation: Place a permanent label on each submittal for identification. Provide a 4- by 5-inch (100- by 125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Architect.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - 4. Submittal Transmittal: Package each submittal appropriately. Transmit with a transmittal form. The Architect will not accept submittals from sources other than the Contractor.
 - 5. Transmittal Form: Use AIA Document G810. On the form, record requests for data and deviations from requirements. Include Contractor's certification that information complies with requirements.
 - 6. Substitution: Identify any shop drawing or product that is a substitution of a specified product not listed in the contract documents.
- C. Contractor's Construction Schedule: Prepare a horizontal bar-chart-type, contractor's construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first working day of each week. Use the same breakdown of Work indicated in the "Schedule of Values." Indicate estimated completion in 10 percent increments. As Work progresses, mark each bar to indicate actual completion.
 - 1. Submit the construction schedule within 30 days of the date established for

- "Commencement of the Work."
2. Prepare the schedule on stable transparency, or other reproducible media, of width to show data for the entire construction period.
 3. Secure performance commitments from parties involved. Coordinate each element with other activities; include minor elements involved in the Work. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 4. Coordinate with the Schedule of Values, list of subcontracts, payment requests, and other schedules.
 5. Indicate completion in advance of Substantial Completion. Indicate Substantial Completion to allow time for the Architect's procedures necessary for certification of Substantial Completion.
 6. Work Stages: Indicate important stages for each portion of the Work.
 7. Area Separations: Provide a separate time bar to identify each construction area for each portion of the Work. Indicate where each element must be sequenced with other activities.
- D. Shop Drawings: Submit newly prepared information drawn to scale. Indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates and full-size Drawings, submit one correctable, reproducible print and one blue- or black-line print on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm). The Architect will return the reproducible print.
 - a. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- E. Product Data: Collect Product Data into a single submittal for each element of construction. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, mark copies to indicate applicable information.
1. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Submittals: Submit 7 copies. (six (6) copies to the Architect and one (1) copy to the Owner) The submittals will be reviewed and marked with action to be taken. The Architect will retain one, the Architect's Consultant will retain one, and one copy will be forwarded to the Owner. The remaining copies will be returned to the Contractor.

- a. Unless noncompliance with Contract Documents is observed, the submittal serves as the final submittal.
 3. Distribution: Furnish copies to installers, subcontractors, suppliers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - a. Do not use unmarked Product Data for construction.
- F. Samples: Submit at least two full-size Samples cured and finished as specified and identical with the material proposed. Mount Samples to facilitate review of qualities.
 1. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture, for a check of these characteristics, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variations are inherent in the material, submit at least 3 units that show limits of the variations.
 - a. Refer to other Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar characteristics.
 - b. Refer to other Sections for Samples to be incorporated in the Work. Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - c. Samples not incorporated into the Work, or designated as the Owner's property, are the Contractor's property and shall be removed from the site.
 3. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from custom choices. The Architect will review and return submittals indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets. One set will be returned marked with the action taken. Maintain sets of Samples, at the Project Site, for quality comparison.
 - a. Unless noncompliance with Contract Documents is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
 5. Distribution of Samples: Distribute additional sets to subcontractors, manufacturers, and others as required for performance of the Work. Show distribution on transmittal forms.
- G. Quality Assurance Submittals: Submit quality-control submittals, including design data, certifications, manufacturer's instructions, and manufacturer's field reports required under other Sections of the Specifications.

1. Certifications: Where certification that a product or installation complies with specified requirements is required, submit a notarized certification from the manufacturer certifying compliance.
 - a. Signature: Certification shall be signed by an officer authorized to sign documents on behalf of the company.

H. Architect's Action: Except for submittals for the record or information, where action and return are required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.

1. Substitutions: Identify any shop drawing or product that is a substitution of a specified product not listed in the contract documents.
2. Action Stamp: The Architect will stamp each submittal with an action stamp. The Architect will mark the stamp appropriately to indicate the action taken.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01400 - QUALITY CONTROL**1.1 GENERAL**

- A. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by the Architect.
- B. Contractor Responsibilities: Unless they are the responsibility of another entity, Contractor shall provide inspections and tests specified elsewhere and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
 - 1. Where inspections and tests are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform these services. Costs for these services are included in the Contract Sum.
 - 2. Where inspections and tests are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
 - a. Where the Owner engages an agency to test or inspect part of the Work and the Contractor is required to engage an entity to test or inspect the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless the Owner agrees in writing.
- C. Retesting: The Contractor is responsible for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
 - 1. The cost of retesting is the Contractor's responsibility where tests performed indicated noncompliance with requirements.
- D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify the agency in advance of operations to permit assignment of personnel. Auxiliary services include the following:
 - 1. Providing access to the Work.
 - 2. Furnishing incidental labor and facilities to assist inspections and tests.
 - 3. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - 4. Providing facilities for storage and curing of test samples.
 - 5. Delivering samples to testing laboratories.
 - 6. Providing preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - 7. Providing security and protection of samples and test equipment.
- E. Duties of the Testing Agency: The testing agency shall cooperate with the Architect and the Contractor in performing its duties. The agency shall provide qualified personnel to perform inspections and tests.
 - 1. The agency shall notify the Architect and the Contractor of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. The agency shall not release, revoke, alter, or enlarge requirements or approve or accept any portion of the Work.
 - 3. The agency shall not perform duties of the Contractor.
- F. Coordination: Coordinate activities to accommodate services with a minimum of delay.

Avoid removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for scheduling inspections, tests, taking samples, and similar activities.

G. Submittals: The testing agency shall submit a certified written report, in duplicate, of each inspection and test to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection or test through the Contractor.

1. Submit additional copies of each report to the governing authority, when the authority so directs.
2. Report Data: Reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion on whether inspected or tested Work complies with requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.

H. Qualifications for Service Agencies: Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.

1. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION

- A. Repair and Protection: Upon completion of inspection, testing, and sample taking, repair damaged construction. Restore substrates and finishes. Comply with Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection and testing.

END OF SECTION 01400

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**1.1 GENERAL**

- A. Summary: This Section specifies construction facilities and temporary controls including temporary utilities, support facilities, and security and protection facilities.
- B. Regulations: Comply with industry standards and applicable laws and regulations of all authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health, safety regulations and OSHA regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department, and rescue squad rules.
 - 5. Municipal regulations.
 - 6. Environmental protection regulations.
 - 7. Soil Erosion and Sediment Control regulations.
- C. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- E. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. Submit reports of tests, inspections, and procedures performed on temporary utilities. At the earliest time, change over from use of temporary service to use of permanent service.
- F. Security: The Contractor shall secure the work areas during the performance of the work at each unit.

1.2 PRODUCTS

- A. Materials for Temporary Facilities: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
 - 1. Lumber and Plywood: Comply with Division 6 Section "Rough Carpentry. Provide exterior, Grade B-B high-density concrete form overlay plywood for signs. Provide 5/8-inch- (16-mm-) thick exterior plywood for other uses.
 - 2. Paint: Comply with Division 9 Section "Painting."
 - a. For exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 - b. For sign panels and applying graphics, provide exterior-grade alkyd gloss

enamel over exterior primer.

3. Tarpaulins: Waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
 4. Water: Potable water approved by local health authorities.
 5. Open-Mesh Fencing: 0.120-inch- (3-mm-) thick, galvanized 2-inch (50-mm) chain link fabric fencing 6 feet (2 m) high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1-1/2 inches (38 mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts.
- B. Equipment: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
1. Water Hoses: 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long. Provide adjustable shutoff nozzles at hose discharge.
 2. Electrical Outlets: Properly configured, NEMA-polarized outlets. Provide outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
 3. Electrical Power Cords: Grounded extension cords. Use hard-service cords where exposed to abrasion and traffic.
 4. Lamps and Light Fixtures: General service incandescent lamps. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
 5. Fire Extinguishers: Hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - a. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

1.3 EXECUTION

- A. Installation, General: Use qualified personnel to install temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
1. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
 2. Conditions of Use: Keep temporary facilities clean and neat in appearance. Operate safely and efficiently. Relocate as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
- B. Utility Use: Coordinate with Owner for temporary usage of Owner's electrical and water services. Connect to the existing service and distribute with matching, compatible materials and equipment. Comply with Code and Owner's requirements.
1. Arrange with Owner to make connections for temporary services.

2. Provide adequate capacity at each stage of construction.
 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect. Neither the Owner nor Architect will accept cost or use charges as a basis of claims for Change Orders.
 5. Owner's Water Service: Connect to Owner's water service and maintain for the duration of the construction phase.
 6. Temporary Electric Power: Connect to Owner's electrical service.
 7. Sanitary Facilities: Contractor shall furnish portable sanitary facilities for their staff and subcontractors. Contractor shall maintain these facilities for the duration of the contract.
- C. Support Facilities Installation: Maintain facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
1. Temporary Enclosures: Provide temporary enclosures for protection of construction from exposure, foul weather, other construction operations, and similar activities. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions.
 - a. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
 - b. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 2. Waste Collection and Disposal: Collect waste daily. Comply with requirements of NFPA 241. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully. Do not let waste collect on site.
 - a. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C)..
- D. Security and Protection Facilities Installation: Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion.
1. Temporary Fire Protection: Until permanent facilities supply fire-protection needs, install and maintain temporary fire-protection facilities of types needed to protect against controllable fire losses. Comply with NFPA 10 and NFPA 241.
 - a. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell. Maintain unobstructed access to fire extinguishers.
 - b. Store combustible materials in containers in fire-safe locations.
 - c. Prohibit smoking in hazardous fire-exposure areas.
 - d. Provide supervision of welding operations, combustion-type temporary heating

- units, and similar sources of fire ignition.
2. Permanent Fire Protection: At the earliest date, complete installation of the permanent fire-protection facility and place into operation and use. Instruct key personnel on use of facilities.
 3. Barricades, Warning Signs, and Lights: Comply with code requirements for erection of barricades. Paint with appropriate colors, graphics, and warning signs. Where appropriate and needed, provide lighting, including flashing red or amber lights. Provide covered passageways to maintain access to building by the Owner.
 4. Environmental Protection: Operate temporary facilities and conduct construction in ways that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making equipment to hours that will minimize complaints.
- E. Operation: Enforce discipline in use of temporary facilities. Limit availability to intended uses to minimize waste and abuse.
- F. Maintenance: Maintain facilities in operating condition until removal. Protect from damage by freezing temperatures and similar elements. Maintain temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid damage.
- G. Termination and Removal: Remove each temporary facility when the need has ended, when replaced by a permanent facility, or no later than Substantial Completion. Complete or restore permanent construction delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period.

END OF SECTION 01500

SECTION 01600 - MATERIALS AND EQUIPMENT**1.1 GENERAL**

- A. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock.
 - 1. "Named Products" are items identified by the manufacturer's product name, including make or model number or designation, shown or listed in the manufacturer's published product literature.
- B. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- C. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
- D. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
 - 1. When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected.
- E. Nameplates: Except for required labels and operating data, do not attach manufacturer's nameplates or trademarks on surfaces exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
- F. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces. Coordinate with installation to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 2. Deliver products in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 3. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

4. Store products to facilitate inspection and measurement of quantity or counting of units. Store heavy materials away from the structure in a manner that will not endanger the supporting construction.
5. Store products subject to damage by the elements aboveground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

1.2 PRODUCTS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Procedures governing product selection include the following:
 1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
 2. Semi-proprietary Specification Requirements: Where Specifications name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.
 - a. Where products are specified by name, accompanied by the term "or equal," comply with provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 4. Descriptive Specification Requirements: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that provides the characteristics and otherwise complies with requirements.
 5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply and are recommended for the application. Manufacturer's recommendations may be contained in product literature or by the manufacturer's certification of performance.
 6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
 7. Visual Matching: Where Specifications require matching a Sample, the Architect's decision on whether a product matches will be final. Where no product in the specified category matches and complies with other requirements, comply with provisions concerning "substitutions" for selection of a matching product in another category.

8. Visual Selection: Where requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product that complies with other requirements. The Architect will select the color, pattern, and texture from the product line selected.

1.3 EXECUTION

- A. Comply with manufacturer's instructions for installation of products. Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

SECTION 01631 - PRODUCT SUBSTITUTIONS**1.1 General**

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
1. Revisions to Contract Documents requested by the Owner or Architect.
 2. Specified options of products and construction methods included in Contract Documents.
 3. Compliance with governing regulations and orders issued by governing authorities.
- B. Submittal: **Requests for substitution will be considered if received within 30 days after the transmittal of the "Notice to Proceed".** Requests received after this time will be considered or rejected at the discretion of the Owner.
1. **Submit 3 copies of each request for substitution in the form and in accordance with procedures for Change Order proposals.**
 2. Identify the product, or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Document compliance with requirements for substitutions, and the following information, as appropriate:
 - a. Product information and data of the original specified item.
 - b. Product Data, including Drawings and descriptions of products, fabrication and installation procedures of the proposed substitution.
 - c. Samples, where applicable or requested.
 - d. A comparison of significant qualities of the proposed substitution with those specified.
 - e. A list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will be necessary to accommodate the proposed substitution.
 - f. A statement indicating the substitution's effect on the Construction Schedule compared to the Schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - g. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - h. Certification that the substitution is equal-to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time, that may be necessary because of the substitution's failure to perform adequately.
 3. Owner's Action: Within two weeks of receipt of the request for substitution, the Owner will request additional information necessary for evaluation. Within 2 weeks of receipt of the request, or one week of receipt of additional information, which ever is later, the Owner or Architect will notify the Contractor of acceptance or rejection. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of a Change

Order.

- C. Substitutions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Owner; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- D. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

END OF SECTION 01631

SECTION 01700 - PROJECT CLOSEOUT**1.1 General**

- A. Substantial Completion: Before requesting inspection for certification of Substantial Completion, complete the following:
 - 1. In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed substantially complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - 5. Complete final clean up. Touch-up and repair and restore marred exposed finishes. Provide complete site clean up.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will proceed or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- C. Final Acceptance: Before requesting inspection for certification of final acceptance and final payment, complete the following:
 - 1. Submit final payment request with releases.
 - 2. Submit a final statement, accounting for changes to the Contract Sum.
 - 3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - 4. Submit consent of surety to final payment.
 - 5. Submit evidence of continuing insurance coverage complying with insurance requirements.
- D. 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.
- E. Record Document Submittals: Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Architect's reference.
- F. As-built Drawings: Maintain a clean, undamaged set of reproducible and clearly legible Contract Drawings and Shop Drawings. Modify these drawings to show the actual installation. Modify all drawings showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later

date.

1. Organize as-built drawing sheets into a manageable set. Furnish 3 sets of black line with white background prints. Bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover.
 2. Upon completion of the Work, submit as-built drawings to the Architect for the Owner's records.
- G. Record Specifications: Maintain one master copy of the Project Manual, including addenda. Mark to show variations in actual Work performed in comparison with the Specifications and modifications. Bind specifications in a heavy duty vinyl covered loose leaf binder. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record drawing information and Product Data. Furnish 3 sets (also in 3 ring binders) of additional record specifications in addition to the master copy.
1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- H. Final Cleaning: 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. Remove labels that are not permanent labels.
 2. Clean transparent materials. Remove glazing compound. Replace chipped or broken glass.
 3. Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 4. Clean the site of rubbish, litter and other foreign substances. Sweep paved areas; remove stains, spills and other foreign deposits. Restore landscaped areas to their original condition prior to the start of the work.
- I. Removal of Protection: Remove temporary protection and facilities.
- J. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials from the site and dispose of in a lawful manner.

END OF SECTION 01700

SECTION 01740 - WARRANTIES AND BONDS**1.1 General**

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products.
- D. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- F. Replacement Cost: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through part of its useful service life.
- G. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- H. Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- I. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.
- J. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each warranty. Mark the tab to identify the product or installation. Provide a typed description of the

product or installation, including the name of the product, and the name, address and telephone number of the installer.

2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

- K. Unless stated otherwise, all work shall have a one (1) year warranty from the date of final acceptance by the Owner.

END OF SECTION 01740

SECTION 02070 - SELECTIVE DEMOLITION**1.1 GENERAL****A. Definitions: As follows:**

1. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
2. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
3. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in locations indicated.
4. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

B. Scope: Remove existing entry door and frame assemblies including, thresholds, anchors, grout, hardware, reinforcing, sub-frames.**C. The contractor is responsible for all demolition and removal procedures.****D. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.****E. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.****F. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."**

1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

G. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.**H. Owner and Residents will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.****I. Owner assumes no responsibility for actual condition of building components and elements to be selectively demolished. Contractor shall take all necessary steps to protect his workforce and building occupants during the performance of demolition work.**

- J. Storage or sale of removed items or materials on-site will not be permitted.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION

- A. Verify the condition of all existing building components to insure that a hazardous condition will not be present during demolition and construction operations. Advise all work personnel and subcontractors of conditions. Provide all required protective barriers.
- B. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- C. Maintain existing utilities indicated supporting occupied sections of the building in service and protect them against damage during selective demolition operations.
- D. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- E. Conduct demolition operations to prevent injury to people and damage and disturbance to adjacent buildings, facilities, and site improvements to remain. Protect vehicles from damage. Ensure safe passage of people around selective demolition area. Maintain exit paths at grade from building and adjacent properties.
 - 1. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
 - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- F. When required, erect and maintain dustproof partitions and temporary protective enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- G. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- H. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- I. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.
- J. Demolish and remove existing construction only to the extent required by new construction and as indicated.
- K. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

- L. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- M. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- N. Disposal: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Transport demolished materials off Owner's property and legally dispose of them.
- O. Sweep the building and site broom clean on completion of selective demolition operations. Contractor shall also be responsible to clean construction generated dust and debris from adjacent properties.

END OF SECTION 02070

SECTION 04200 - UNIT MASONRY

1.1 GENERAL

- A. Scope: Cut and remove existing masonry panels at side of existing door openings where indicated. Cut and remove sections of interior masonry to allow for installation of new hollow metal door and frame assemblies. Patch and repair masonry surfaces affected by demolition and removal work.
- B. Cold-Weather Requirements: Remove and replace unit masonry damaged by frost or freezing conditions. Comply with the following requirements:
 - 1. Cold-Weather Construction: Heat mixing water and sand to produce mortar and grout temperatures between 40 and 120 deg F (4 and 49 deg C). Maintain mortar and grout above freezing. Heat masonry units to 40 deg F (4 deg C) if grouting.
 - 2. Cold-Weather Protection: Cover masonry with insulating blankets or provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) for 48 hours after construction. Install wind breaks when wind velocity exceeds 15 mi./h (25 km/h).
- C. Hot-Weather Requirements: Protect unit masonry work from excessive evaporation of water from mortar and grout. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and above.

1.2 PRODUCTS

- A. Colors, Textures, and Patterns: Provide masonry units and mortar for exposed work matching Architect's samples or, if none, as selected by Architect from manufacturer's full range of colors, textures, and patterns.
- B. Mortar and Grout Materials: As follows:
 - 1. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction.
 - 2. Masonry Cement: ASTM C 91.
 - 3. Mortar Cement: U.B.C. Standard No. 21-14.
 - 4. Hydrated Lime: ASTM C 207, Type S.
 - 5. Aggregate for Mortar: ASTM C 144; except for joints less than 1/4 inch (6.5 mm), use aggregate graded with 100 percent passing the No. 16 (1.18 mm) sieve.
 - 6. Aggregate for Grout: ASTM C 404.
 - 7. Mortar Pigments: Iron oxides and chromium oxides, compounded for use in mortar mixes and with a record of satisfactory performance in masonry mortars.
 - 8. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by the manufacturer for use in masonry mortar of composition indicated.
 - 9. Water: Potable.
- C. Miscellaneous Masonry Accessories: As follows:
 - 1. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Type 2, Class A, Grade 1; compressible up to 35 percent; of width and thickness indicated.
 - 2. Preformed Control-Joint Gaskets: Designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated, made from styrene-butadiene rubber complying with ASTM D 2000, Designation M2AA-805.

3. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Mortar and Grout Mixes: Do not use admixtures unless otherwise indicated. Do not use calcium chloride in mortar or grout.
 1. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification, for types of mortar indicated below:
 - a. Limit cementitious materials in mortar to portland cement and lime.
 - b. For masonry below grade, in contact with earth, reinforced masonry, and where indicated, use Type S.
 - c. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
 2. Grout for Unit Masonry: Comply with ASTM C 476. Use grout of consistency to completely fill spaces intended to receive grout.

1.3 EXECUTION

- A. Cut masonry units with motor-driven saws. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Construction Tolerances: As follows:
 1. Variation from Plumb: For vertical lines and surfaces do not exceed 1/4 inch in 10 feet (6 mm in 3 m), nor 3/8 inch in 20 feet (10 mm in 6 m), nor 1/2 inch in 40 feet (12 mm in 12 m) or more. For vertical alignment of head joints, do not exceed plus or minus 1/4 inch in 10 feet (6 mm in 3 m) nor 1/2 inch (12 mm) maximum.
 2. Variation from Level: Do not exceed 1/4 inch in 20 feet (6 mm in 6 m) nor 1/2 inch in 40 feet (12 mm in 12 m).
 3. Variation of Linear Building Line: For position shown in plan, do not exceed 1/2 inch in 20 feet (12 mm in 6 m) nor 3/4 inch in 40 feet (19 mm in 12 m).
 4. Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions shown, do not exceed minus 1/4 inch (6 mm) nor plus 1/2 inch (12 mm).
 5. Variation in Mortar-Joint Thickness: Do not vary from bed-joint thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm). Do not vary from head-joint thickness indicated by more than plus or minus 1/8 inch (3 mm).
- C. Built-in Work: As construction progresses, build-in items specified under this and other Sections of the Specifications. Fill in solidly with masonry around built-in items.
- D. Fill cores in hollow concrete masonry units with grout unless otherwise indicated.
- E. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.
- F. Parging: Parge predampened masonry walls, where indicated, with Type S or Type N mortar applied in 2 uniform coats with a smooth, steel-trowel finish. Form a wash at top of parging and a cove at bottom. Damp cure parging for at least 24 hours.
- G. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears prior to tooling joints.

- H. Final Cleaning: After mortar is thoroughly set and cured, remove mortar particles with nonmetallic scrapers, and clean exposed masonry as follows:
1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 2. Protect adjacent surfaces from contact with cleaner.
 3. Wet wall surfaces with water prior to application of cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
 4. Clean brick by bucket and brush method described in BIA Technical Note No. 20 Revised, using the specified masonry cleaner.
 5. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2 applicable to type of stain.
- I. Masonry Waste Disposal: Dispose of masonry waste, including broken masonry units, waste mortar, and excess sand.

END OF SECTION 04200

SECTION 07901 - JOINT SEALANTS**1.1 GENERAL**

- A. Preconstruction Joint Sealant-Substrate Tests: Submit substrate materials representative of actual joint surfaces to joint sealant manufacturer for laboratory testing of joint sealants for adhesion to primed and unprimed substrates and for compatibility with joint substrates and other joint-related materials.
- B. Submittals: In addition to product data submit the following:
 - 1. Samples of each type and color of joint sealant required.
 - 2. Certified test reports for joint sealants evidencing compliance with requirements.

1.2 PRODUCTS

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions, as demonstrated by testing and field experience.
- B. Colors: Provide color indicated of exposed joint sealants or, if not otherwise indicated, as selected by Architect from manufacturer's full range of standard and custom colors.
- C. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated complying with ASTM C 920 requirements.
 - 1. One component elastomeric polyurethane sealant.
 - a. Joint movement capability 25% plus/minus, ASTM C719
 - b. Type S, Grade NS, Class 25, Use T, M, A, G, and I
 - c. Federal specification TT-S 0023OC, Type II, Class A
 - d. Sonneborn, Sonolastic NP 1 or equal.
- D. Sealant Backings, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonwaxing, nonextruding strips of plastic foam of material indicated below, and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - a. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state.
 - b. Proprietary, reticulated, closed-cell polymeric foam, nonoutgassing, with a density of 2.5 pcf and tensile strength of 35 psi per ASTM D 1623, and with water absorption less than 0.02 gram/cubic centimeter per ASTM C 1083.
 - c. Any material indicated above.
 - 2. Elastomeric Tubing Joint Fillers: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to -26 deg F (-32 deg C).
 - 3. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing bond between sealant and joint filler or other materials at back of joint.

1.3 EXECUTION

- A. General: Comply with joint sealant manufacturer's instructions applicable to products and applications indicated.
- B. Sealant Installation Standard: Comply with ASTM C 1193.

END OF SECTION 07901

SECTION 08111 - STEEL STILE & RAIL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following products manufactured in accordance with SDI Recommended Standards:
 - 1. Doors: Tubular stile and rail doors of galvanized steel for exterior locations.
 - 2. Frames: Hot dipped galvanized steel frames for doors, mullions, and side panels, of the following type:
 - a. Welded unit type.
 - 3. Provide factory primed doors and frames to be field painted.
- B. Painting primed doors and frames is specified in Division 9 Section "Painting."
- C. Door hardware is specified in another Division 8 Section.
- D. Glass and Glazing are specified in another Division 8 Section.
- E. Building in of anchors and grouting of frames in masonry construction is specified in Division 4.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for door and frame specified, including details of construction, materials, dimensions, hardware preparation, core, label compliance, profiles, and finishes.
- C. Field verify all existing dimensions and conditions at door opening. Incorporate into shop drawings. Prepare shop drawings showing fabrication and installation of stile and rail steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.
 - 1. Provide schedule of doors and frames using same reference numbers for details and openings as those on contract drawings.
 - 2. Indicate coordinate of glazing frames and stops with glass and glazing requirements.

1.4 QUALITY ASSURANCE

- A. Provide doors and frames complying with Steel Door Institute "Recommended Specifications Standard Steel Doors and Frames" ANSI/SDI-100 and as herein specified.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
- B. Inspect doors and frames upon delivery for damage. Minor damages may be repaired provided refinished items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames at building site under cover. Place units on minimum 4-inches high wood blocking. Avoid use of non-vented plastic or canvas shelters which could create humidity chamber. If cardboard wrapper on door becomes wet, remove carton immediately. Provide 1/4-inches spaces between stacked doors to promote air circulation.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide steel doors and frames by the following or approved equal:
 - 1. Steel Stile & Rail Doors and Frames:
 - a. Steelcraft Manufacturing Co., Cincinnati, Ohio
- B. Provide all steel doors and frames from a single manufacturer.

2.2 MATERIALS

- A. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A 526, or drawing quality, ASTM A 642, hot dipped galvanized in accordance with ASTM A 525, with A60 or G60 coating designation, mill phosphatized.
- B. Supports and Anchors: Fabricate of not less than 16-gage sheet steel; galvanized where used with galvanized frames.
- C. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where items are to be built into exterior walls, hot-dip galvanize in compliance with ASTM A 153, Class C or D as applicable.
- D. Shop Applied Paint: Apply after fabrication.
 - 1. Primer: Rust-inhibitive enamel or paint, either air-drying or baking, suitable as a base for specified finish paints complying with ANSI A224.1, "Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames."

2.3 DOORS

- A. Tubular stile and rail construction, 1-3/4" thick and fabricated from 14 gage galvanized steel. Stiles shall extend the full height of the door. Rails are internally welded or permanently mechanically joined to the stiles forming a neat seam on the face. Hot dip galvanized steel stiles and rails conforming to ASTM A653, Class A60, 14 gage formed to rectangular tube shape.
 - 1. Hinge stile and lock stiles: 6-3/4" to glass. Top rail 6-1/4" to glass. Bottom rail 1'-6". Intermediate rails 6". Mechanically fastened hairline flush vertical joints.
 - 2. Steelcraft Series A14 Stile & Rail Door or approved equal.

2.4 FRAMES

- A. Provide steel frames for doors, and sidelight panels, of types and styles as shown on drawings and schedules. Conceal fastenings, unless otherwise indicated.
 - 1. Exterior Frames: Hot-dip galvanized steel, ASTM A 653, Class A60, 14 gage.
 - a. Include galvanized components and internal reinforcements with galvanized frames.
- B. Flush Frames: Set up and arc welded with temporary shipping bars. Factory die-mitered corner connections reinforced with four integral tabs to secure and interlock at jambs to head. Frame will have 2" faces and 5/8" stops. Frame depths per architectural drawings/details.
 - 1. Steelcraft F Series Frame or approved equal.
 - 2. Provide frames with a minimum of six wall anchors for existing masonry wall construction and two adjustable base anchors.
 - 3. Provide 14 gage steel plate reinforcement for continuous hinge. Continuous hinge attachment shall be full mortise.
 - 4. Provide continuous 12 gage channel reinforcement at frame head.
 - 5. Provide metal plaster guard for all mortised cutouts.
 - 6. Provide adequate reinforcements for all other required hardware.(Exit device, closer, hinges, electric strike)
 - 7. Include galvanized hardware reinforcements in all galvanized frames
- C. Electrical Requirements. Coordinate all wiring and conduit requirements for electric strikes and access control devices for doors and frames. Make provisions for installation of electrical items arranged so that wiring can be readily removed and replaced.
 - 1. Provide cutouts and reinforcements required for metal door frame to accept electric components.
 - 2. Provide cutouts and reinforcements required to accept security system components. All removable access panels are to be secured with tamperproof fasteners.
 - 3. Refer to specification section 08710 for electrified hardware items.
 - 4. Provide mortar box, welded in head of door frame at exterior frames for future door contact switch provided by Owner. Size, type, location and conduit requirements to be provided by the Owner.
- D. Fabricate architectural stick frame assemblies from standard frame components, fabricated from 14 gage galvanized steel A60 for exterior.
 - 1. Exterior Frames: Hot dip galvanized steel, ASTM 653, Class A60, 14 gage. Include galvanized components and internal reinforcements with all galvanized frames.
 - 2. Prepare required sticks at door openings and frame assemblies for hardware as specified.
 - 3. Fabricate frame assemblies from three basic components:
 - a. Open Sections (perimeter members) identical in configuration to standard frames.
 - b. Closed Sections: (intermediate members) with identical jamb depth, face dimensions, and stops as open sections.
 - c. Sill Sections: Fabricated from galvanized steel, flush with both faces of adjacent vertical members. Cut individual components to length and notched to assure square joints and corners.
 - d. Welded and ground smooth joints and corners of the frame assembly at the intersecting faces of the sections. Externally welded face joints at meeting mullions or between mullions and other frame members on the face surfaces only.

- e. Ship frame assemblies to the jobsite completely welded. Field joints will be permitted only if the size of the total assembly exceeds shipping limitations.
 - f. Pierced and dimpled glazing beads for use with manufacturer's standard fasteners.
 - g. Provide necessary anchors for jambs, heads, and sills of assemblies.
 - h. Verification of field dimensions are required. Frame fabrication will not begin until these dimensions have been verified, submitted and approved for each individual door location.
- E. Face Welded Frames:
- 1. Continuous face weld the joints between the head and jamb faces along their length either internally or externally. Grind, prime paint, and finish smooth face joints with no visible seams.
 - 2. Externally weld, grind, prime paint and finish smooth face joints at meeting mullions or between mullions and other frame members as per ANSI/SDI A250.8-2003.
 - 3. Provide two temporary steel spreaders (welded to the jambs at each rabbet of door openings) on welded frames during shipment. Remove temporary steel spreaders prior to installation of the frame.

2.5 FABRICATION

- A. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Wherever practicable, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory- assembled before shipment, to assure proper assembly at project site. Comply with ANSI/SDI-100 requirements..
 - 1. Clearances: Not more than 1/8 inch at jambs and heads except between non-fire-rated pairs of doors not more than 1/4 inch. Not more than 3/4 inch at bottom.
- B. Fabricate exposed faces of doors and panels, including stiles and rails of nonflush units, from only cold-rolled steel.
- C. Tolerances: Comply with SDI 117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- D. Fabricate frames, concealed stiffeners, reinforcement, edge channels, louvers and moldings from either cold-rolled or hot-rolled steel.
- E. Fabricate exterior doors, panels, and frames from galvanized sheet steel in accordance with SDI-112. Close top and bottom edges of exterior doors as integral part of door construction or by addition of minimum 14-gage inverted steel channels.
- F. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat heads for exposed screws and bolts.
- G. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware in accordance with final Door Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115 Series Specifications for door and frame preparation for hardware.
 - 1. For concealed overhead door closers, provide space, cutouts, reinforcing and provisions for fastening in top rail of doors or head of frames, as applicable.
- H. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for

surface-applied hardware may be done at project site.

- I. Locate hardware as indicated on final shop drawings or, if not indicated, in accordance with "Recommended Locations for Builder's Hardware on Standard Steel Doors and Frames," published by Door and Hardware Institute.
- J. Shop Painting: Clean, treat, and paint exposed surfaces of steel door and frame units, including galvanized surfaces.
 - 1. Doors, frames and frame components are required to be cleaned, phosphatized, and finished with one coat of baked on rust inhibiting prime paint in accordance with the ANSI/SDI A250.10 "Test Procedures and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames".
- K. Glazing Stops: Steelcraft overlapping steel trim for ½ thick glazing panels.
 - 1. Provide non-removable stops on outside of exterior doors and on secure side of interior doors for glass panels in doors.
 - 2. Provide tamper proof screw applied removable glazing beads on inside of glass, panels in doors.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install doors and frames in accordance with Steel Door Institute's recommended erection instructions for steel frames ANSI A250.11
- B. Remove temporary steel spreaders prior to installation of frames.
- C. Set frames accurately in position; plumb, align, and brace until permanent anchors are set.
 - 1. Field splice only at approved locations indicated on shop drawings. Weld, grind, and finish as required to conceal evidence of splicing on exposed faces.
- D. Provide full height 3/8" to 1-1/2" strip of polystyrene insulation at frames requiring grouting where continuous hinges are specified. Apply the strip to the back of the frame, where the hinge is to be installed, to allow for field drilling or tapping.
- E. Where grouting is required in masonry, provide and install temporary bottom and intermediate wood spreaders to maintain proper width and avoid bowing or deforming of frame members. Refer to ANSI A250.11-2001, Standard.
 - 1. Hollow metal frames to receive grouting comply with ANSI/SDI Standard A250.8.2003, 4.2.2, whereby grout will be mixed to provide a 4" maximum slump consistency and hand troweled into place. Do not use grout mixed to a thinner, pumpable consistency is not recommended and not to be used. Refer to HMMA 820 TN01-03 Grouting Hollow Metal Frames.
- F. Provide a vertical wood brace during grouting of frame at openings over 4'-0" wider, to prevent sagging of frame header.
- G. Apply hardware in accordance with hardware manufacturer's instructions and Section 08710 Finish Hardware of these specifications. Install all hardware with only factory provided fasteners. Adjust door installation to provide uniform clearance at head and jambs, to achieve maximum operational effectiveness and appearance.
- H. Placing Frames: Comply with provisions of SDI-105 "Recommended Erection

Instructions For Steel Frames," unless otherwise indicated.

1. At existing concrete or masonry construction, provide 3 completed opening anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb, set frames and secure to adjacent construction with bolts and masonry anchorage devices.
- I. Door Installation: Fit hollow metal doors accurately in frames, within clearances specified in ANSI/SDI-100.

3.2 ADJUST AND CLEAN

- A. Prime Coat Touch-up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.
- B. Protection Removal: Immediately prior to final inspection, remove protective plastic wrappings from prefinished doors.
- C. Final Adjustments: Check and readjust operating hardware items, leaving steel doors and frames undamaged and in complete and proper operating condition.

END OF SECTION 08111

SECTION 08710 - DOOR HARDWARE

1.1 GENERAL

- A. Submit final hardware schedule organized by "hardware sets," to indicate specifically the product to be furnished for each item required on each door.
 - 1. Furnish templates to each fabricator of doors and frames as required for hardware preparation.

1.2 PRODUCTS

- A. Number Designations: Numbers indicating hardware items are ANSI/BHMA standard number designations.
- B. Manufacturers: Provide products by the following manufacturers or equivalent approved equals subject to approval of Architect.
 - 1. Continuous Hinges: Marker Architectural Products
 - 2. Cylinders and Locks: Best.
 - 3. Exit/Panic Devices: Sargent.
 - 4. Overhead Closers: Norton
 - 5. Kick, Mop, and Armor Plates: Ives.
 - 6. Door Stripping and Seals: Reese.
 - 7. Thresholds: Pemko.
 - 8. Electric Strike: Hes
- C. Finish and base material designations are indicated in accordance with ANSI BHMA A156.18 or the nearest traditional U.S. commercial finish.
 - 1. Where base material and quality of finish are not otherwise indicated, provide at least the commercially recognized quality specified in ANSI/BHMA A156 series standards applicable to each particular type of hardware.
- D. Locks: Provide keying system as per Owner Requirements.
- E. Equip exit devices without dogging devices.
- F. Locks: Equip locks with 7-pin tumbler cylinders.
 - 1. Mortise: Heavy duty, with interchangeable cores. Coordinate with mortise exit device.
- G. Push/Pull Units: Manufacturer's standard type scheduled, through-bolted for matched pairs.
- H. Overhead Closers: Where parallel-arm closers are indicated, provide units one size larger than recommended for standard-arm units.
- I. Edge Trim: Fabricate units 1/16 inch to 1/2 inch smaller than actual door dimension. Install with self-tapping screws.
 - 1. Provide .050-inch-thick (18 gage) stainless steel with beveled edges and No. 4 polish for kick plates, armor plates, and edge protection stripping (regardless of finish or other hardware).
- J. Armor, Kick, and Mop Plates: Fabricate protection plates not more than 1-1/2 inches less than door width on stop side and not more than 1/2 inch less than door width on pull side, x the height indicated.
 - 1. Material: Stainless steel, 0.050 inch (U.S. 18 gage).
- K. Weatherstripping: Provide type, size, and profile indicated, continuous at head and jamb

edges of each exterior door opening. Provide noncorrosive fasteners.

1. Sponge Neoprene conforming to MIL R 6130, Class II (closed cell).

- L. Thresholds: Extruded aluminum of type, design, and profile indicated, complete with noncorrosive fasteners.

1.3 EXECUTION

- A. Hardware Mounting Locations: As recommended by the Door and Hardware Institute, unless indicated otherwise.
- B. Install each hardware item to comply with manufacturer's instructions and recommendations.
- C. Set thresholds for exterior doors in full bed of butyl-rubber or polyisobutylene mastic sealant. Remove excess sealant and clean adjacent surfaces.
- D. Hardware Adjustment: Return to Project one month after Owner's occupancy, and adjust hardware to proper operation and function. Instruct Owner's personnel in proper maintenance and adjustment.
- E. Transformer for electric strike and related wiring and conduit to be furnished and installed by the Access Control System Contractor.
- F. Future Card reader shall be XceedID ISO wall mounted reader to be furnished and installed by the Access Control System Contractor. Unit size: 3.25" wide x 5.1" high x .76" deep. This item is not in contract.
- G. Hardware Schedule: Provide the following hardware for each door:

Continuous Hinge	Marker Architectural Products, Inc. FM-3500 Edge Mount Security Hinge: Heavy duty 12 gauge stainless steel, US32D satin stainless steel, hospital tip, 12-24 S.S. Torx with security pin security studs
Overhead Closer	Norton 7570/7770 Series Unitrol Arm Parallel Arm (Push Side) Mount Overhead Closer ANSI Standard A156.4, grade one, Extra heavy duty arm (non hold open, metal security cover, TORX Machine Screws, sized cylinder to meet ADA requirements, 90 deg. maximum opening. Closer sized for an exterior door 3'-0" wide.
Electric Strike	HES 9600 Series electric strike, tamper resistant, heavy duty stainless steel construction, 1,500# static strength, 70# dynamic strength, fail secure, 24D=24VDC, ANSI/BHMA A156.31, Grade 1, 630 - Satin Stainless, Steel Finish, surface mounted with tamperproof screws. 9" x 1-3/4" x 3/4" thick.
Transformer	(For Electric Strike) Folger Adams - HES 2002 -24 - AC Transformer. Converts 110/120 VAC to 24 VAC output 20VA, 0.8 amp max. Furnish and install all related wiring, cabling, connectors, accessories required for operation of electric strike assembly.
Kick Plates	Ives 8400 door protection plates, stainless steel, ANSI A156.6 35" x 10"
Exit Device	Sargent 8800 Rim Exit Device for steel door 1-3/4" thick, Satin stainless steel base materials, satin stainless steel finish, SNB fasteners where required, Torx security screws, BHMA certified for ANSI 156.3, Grade 1, with Series 80 Anti-Vandal Trim, 12 gage stainless steel, 32D finish, matte plastic coated grip, with

Lock Cylinder	protective lip, through bolted. Include dogging feature. Best mortise cylinder, 1E74-C4, 7 pin, with interchangeable core, satin stainless steel finish. Key as per Owner Requirements.
Door Saddle	Pemko 1716, 6" wide x ½" high, mill finish aluminum
Door Sweep	Reese 323SS, neoprene with stainless steel cover, secured with tamper proof screws
Weatherstripping	Reese 373SS, neoprene with stainless steel cover, secured with tamper proof screws

END OF SECTION 08710

SECTION 08800 - GLAZING

1.1 GENERAL

- A. Submittals: In addition to product data, submit 12-inch-square samples of each type of glass indicated, except for clear monolithic glass products, and 12-inch-long samples of each color required (except black) for each type of sealant or gasket exposed to view.
- B. Product certificates signed by glazing materials manufacturers certifying that their products comply with specified requirements.
- C. Compatibility and adhesion test reports from sealant manufacturer indicating that glazing materials were tested for compatibility and adhesion with glazing sealants.
- D. Compatibility test report from insulating glass edge sealant manufacturer indicating glass edge sealants were tested for compatibility with other glazing materials.
- E. Glazing Publications: Comply with published recommendations of glass product manufacturers, "FGMA Glazing Manual," and publications of AAMA, LSGA, and SIGMA as applicable to products indicated, except where more stringent requirements are indicated.
- F. Safety Glass: Products complying with ANSI Z97.1 and testing requirements of 16 CFR Part 1201 for Category II materials.

1.2 PRODUCTS

- A. Products: Subject to compliance with requirements, provide the product specified or approved equal.
- B. Abrasion Resistant Polycarbonate Sheet: Lexan MR10-112 Manufactured by GE Structured Products. Crystal clear, impact resistant, scratch & graffiti resistant. Thickness: 1/2"
 - 1. Tensile Strength: 9,500 psi
 - 2. Compressive Strength: 12,500 psi
 - 3. Water Absorption (24 hours) - 0.15%
 - 4. Heat Deflection Temperature @66 psi - .280deg F
 - 5. Brittle Temperature - 211deg F
 - 6. Flammability - Horizontal Burn (Flame Spread) AEB, Value <1
- C. Elastomeric Glazing Sealants: Products complying with ASTM C 920 compatible with polycarbonate glazing panels,
 - 1. Dow Corning 1199 Silicone Glazing Sealant, Clear.
- D. Back-Bedding Mastic Glazing Tape: Preformed, butyl-based elastomeric tape, with or without spacer rod as recommended by tape and glass manufacturers for application indicated, compatible with polycarbonate glazing panels, and complying with AAMA 800 for products indicated below:
 - 1. AAMA 804.1.
 - 2. AAMA 806.1.
 - 3. AAMA 807.1.
- E. Expanded Cellular Glazing Tape: Closed-cell, polyvinyl chloride foam tape, factory coated with adhesive on both surfaces, and complying with AAMA 800 for product 810.5.
- F. Miscellaneous Glazing Materials: Products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials involved for glazing application indicated, and with a proven record of

compatibility with surfaces contacted in installation.

- G. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with recommendations of product manufacturer and referenced glazing publications as required to comply with system performance requirements.

1.3 EXECUTION

- A. Comply with combined recommendations of manufacturers of glass, sealants, gaskets, and other glazing materials, except where more stringent requirements are indicated, including those in "FGMA Glazing Manual." Install polycarbonate glazing panels in conformance with manufacturer's requirements.
- B. Protect glass from edge damage during handling and installation.
- C. Set polycarbonate glazing panels on neoprene glazing blocks. Install polycarbonate panels in frame with glazing tape and silicone sealant.
- D. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- E. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- F. Protect glazing from contact with contaminating substances resulting from construction operations including weld splatter.
- G. Remove and replace glazing that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents and vandalism, during construction period.
- H. Wash glass on both faces in each area of Project not more than 4 days prior to date scheduled for inspections that establish date of Substantial Completion. Wash polycarbonate glazing as recommended manufacturer.

END OF SECTION 08800

SECTION 09900 - PAINTING

1.1 GENERAL

- A. This Section includes surface preparation, painting, and finishing of exposed interior and exterior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified are in addition to shop-priming and surface treatments.
- B. Paint exposed surfaces whether or not colors are designated in the schedules, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
- C. Painting is not required on pre-finished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
 - 1. Labels: Do not paint over Underwriters Laboratories, Factory Mutual, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- D. Submittals: Submit the following:
 - 1. Product data for each paint system specified, including block fillers and primers.
 - a. Provide the manufacturer's technical information including label analysis and instructions for handling, storage, and application of each material proposed for use.
 - b. List each material and cross-reference the specific coating, finish system, and application. Identify each material by the manufacturer's catalog number and general classification.
 - c. **Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).**
 - 2. Samples for initial color selection in the form of manufacturer's color charts. After color selection, the Architect will furnish color chips for surfaces to be coated.
- E. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- F. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- G. Field Samples: On wall surfaces and other exterior and interior components, duplicate finishes of prepared samples. Provide full-coat finish samples on at least 100 sq. ft. of surface.
 - 1. Final acceptance of colors will be from job-applied samples.
 - 2. The Architect will select one door assembly to represent surfaces and conditions for

each type of coating and substrate to be painted. Apply coatings at this location according to the schedule or as specified.

- H. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label with the product trade name manufacturer's instructions.
- I. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.
- J. Project Conditions: Do not apply paint in snow, rain, fog, or mist, or when the relative humidity exceeds 85 percent, or at temperatures less than 5 deg F (3 deg C) above the dew point, or to damp or wet surfaces.
- K. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F (10 deg C) and 90 deg F (32 deg C).
- L. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F (7 deg C) and 95 deg F (35 deg C).

1.2 PRODUCTS

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following: Benjamin Moore, Sherwin Williams
- B. Paint Materials, General: Provide primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer, based on testing and field experience.
- C. Material Quality: Provide the manufacturer's best-quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish the manufacturer's material data and certificates of performance for proposed substitutions.
- D. Colors: Provide color selections made by the Architect from the manufacturer's full range of colors.

1.3 EXECUTION

- A. Examination: Examine substrates and conditions under which painting will be performed

for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.

- B. Coordination: Review other Sections in which primers are provided to ensure compatibility of the total systems for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.
- C. Preparation: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
- D. Cleaning: Clean substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- E. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
 - 2. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council.
 - a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents and touch up with the same primer as the shop coat.
 - 3. Galvanized Surfaces: Clean galvanized surfaces with non-petroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- F. Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.
 - 1. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 - 2. Use only thinners approved by the paint manufacturer and only within recommended limits.
- G. Application: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over

dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

1. Paint colors, surface treatments, and finishes are indicated in the schedules.
 2. Provide finish coats that are compatible with primers used.
 3. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until previous coat has cured. Sand between applications where sanding is required to produce an even smooth surface.
 4. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance.
 5. The term exposed surfaces includes areas visible when permanent or built-in fixtures are in place. Extend coatings in these areas to maintain system integrity and provide desired protection.
 6. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
- H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.
- I. Application Procedures: Apply paints and coatings by brush, roller, spray or other applicators according to manufacturer's directions.
1. Brushes: Use brushes best suited for the material applied.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended for the material and texture required.
- J. Minimum Coating Thickness: Apply materials at the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- K. Prime Coats: Before applying finish coats, apply a prime coat to material to be painted or finished that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- L. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.
- M. Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

- N. Protection: Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
- O. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
- P. Paint Schedule for door & frame assemblies and adjacent surfaces: Provide the following paint systems or approved equal for the various substrates indicated:
 - 1. Interior Block Surfaces:
 - a. Primer: Match existing paint system. Verify with Owner.
 - b. Finish: Two Coats - Match existing paint system. Verify with Owner.
 - 2. Exterior Galvanized Ferrous Metal Surfaces, doors and frames :
 - a. Acrylic Metal Primer M04
VOC - 51g/l
 - b. Two Finish Coats - Alkyd Low Lustre Metal & Wood Enamel C163
VOC - not to exceed 380g/l
 - 3. Interior Galvanized Ferrous Metal Surfaces
 - a. Primer: One Coat - One Coat - Ironclad Latex Low Lustre Metal and Wood Enamel 363
VOC - not to exceed 380 g/l
 - b. Finish: Two Coats - ECO Spec Interior Latex Semi-Gloss Enamel 224
VOC- 50 g/l

END OF SECTION 09900

SECTION 16010 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this and the other sections of Division 16.

1.2 SUMMARY

- A. This Section includes general administrative and procedural requirements for electrical installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in Division 1:
 - 1. Submittals.
 - 2. Coordination drawings.
 - 3. Record documents.
 - 4. Maintenance manuals.
 - 5. Rough-ins.
 - 6. Electrical installations.
 - 7. Cutting and patching.
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 15 Section "ELECTRICAL REQUIREMENTS FOR MECHANICAL EQUIPMENT," for factory-installed motors, controllers, accessories, and connections.
 - 2. Division 16 Section "BASIC ELECTRICAL MATERIALS AND METHODS," for materials and methods common to the remainder of Division 16, plus general related specifications including:
 - a. Access to electrical installations.
 - b. Excavation for electrical installations within the building boundaries and from building to utility connections.

1.3 SUBMITTALS

- A. General: Follow the procedures specified in Division 1 Section "SUBMITTALS."
- B. Additional copies may be required by individual sections of these Specifications.

1.4 RECORD DOCUMENTS

- A. Prepare record documents in accordance with the requirements in Division 1 Section "PROJECT CLOSEOUT." In addition to the requirements specified in Division 1, indicate installed conditions for:
 - 1. Conduit systems, size and location, for both exterior and interior; locations of control devices; distribution and branch electrical circuitry; and fuse and circuit breaker size and arrangements.
 - 2. Equipment locations (exposed and concealed), dimensioned from prominent building lines.
 - 3. Approved substitutions, Contract Modifications, and actual equipment and materials installed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ROUGH-IN

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- B. Refer to equipment specifications in Divisions 2 through 16 for rough-in requirements.

3.2 ELECTRICAL INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:
 - 1. Coordinate electrical systems, equipment, and materials installation with other building components.
 - 2. Verify all dimensions by field measurements.
 - 3. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for electrical installations.
 - 4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete, masonry, and other components, as they are constructed.
 - 5. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
 - 6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
 - 7. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
 - 8. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Architect.
 - 9. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
 - 10. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
 - 11. Install access panel or doors where units are concealed behind finished surfaces. Access panels and doors are specified in Division 16 Section "BASIC ELECTRICAL MATERIALS AND METHODS."
 - 12. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.

3.3 CUTTING AND PATCHING

- A. General: Perform cutting and patching in accordance with Division 1 Section "CUTTING AND PATCHING." In addition to the requirements specified in Division 1, the following requirements apply:
1. Perform cutting, fitting, and patching of electrical equipment and materials required to:
 - a. Uncover Work to provide for installation of ill-timed Work.
 - b. Remove and replace defective Work.
 - c. Remove and replace Work not conforming to requirements of the Contract Documents.
 - d. Remove samples of installed Work as specified for testing.
 - e. Install equipment and materials in existing structures.
 - f. Upon written instructions from the Architect, uncover and restore Work to provide for Architect observation of concealed Work.
 2. Cut, remove, and legally dispose of selected electrical equipment, components, and materials as indicated, including but not limited to removal of electrical items indicated to be removed and items made obsolete by the new Work.
 3. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
 4. Protection of Installed Work: During cutting and patching operations, protect adjacent installations.
 5. Patch existing finished surfaces and building components using new materials matching existing materials and experienced Installers. Installers' qualifications refer to the materials and methods required for the surface and building components being patched.
 - a. Refer to Division 1 Section "DEFINITIONS AND STANDARDS" for definition of experienced "Installer."
 6. Patch finished surfaces and building components using new materials specified for the original installation and experienced Installers. Installers' qualifications refer to the materials and methods required for the surface and building components being patched.
 - a. Refer to Division 1 Section "DEFINITIONS AND STANDARDS" for definition of experienced "Installer."

END OF SECTION 16010

SECTION 16050 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Requirements specified in Division 16 Section "Basic Electrical Requirements" apply to this Section.

1.2 SUMMARY

- A. This Section includes limited scope general construction materials and methods for application with electrical installations as follows:
 - 1. Selective demolition including:
 - a. Nondestructive removal of materials and equipment for reuse or salvage as indicated.
 - b. Dismantling electrical materials and equipment made obsolete by these installations.
 - 2. Miscellaneous metals for support of electrical materials and equipment.
 - 3. Wood grounds, nailers, blocking, fasteners, and anchorage for support of electrical materials and equipment.
 - 4. Joint sealers for sealing around electrical materials and equipment; and for sealing penetrations in fire and smoke barriers, floors, and foundation walls.
 - 5. Access panels and doors for access to electrical materials and equipment.

1.3 DEFINITIONS

- A. The following definitions apply to excavation operations:
 - 1. Subbase: as used in this Section refers to the compacted soil layer used in pavement systems between the subgrade and the pavement base course material.
 - 2. Subgrade: as used in this Section refers to the compacted soil immediately below the slab or pavement system.
 - 3. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction from the Architect.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for the following products:
 - 1. Access panels and doors.
 - 2. Joint sealers.
- C. Shop drawings detailing fabrication and installation for metal fabrications, and wood supports and anchorage for electrical materials and equipment.
- D. Coordination drawings for access panel and door locations in accordance with Division 16 Section "Basic Electrical Requirements."
- E. Samples of joint sealer, consisting of strips of actual products showing full range of colors

available for each product.

- F. Welder certificates, signed by Contractor, certifying that welders comply with requirements specified under "Quality Assurance" article of this Section.
- G. Schedules indicating proposed methods and sequence of operations for selective demolition prior to commencement of Work. Include coordination for shut-off of electrical service, and details for dust and noise control.
 - 1. Coordinate sequencing with construction phasing and Owner occupancy specified in Division 1 Section "Summary of Work."

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer for the installation and application joint sealers, access panels, and doors.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver joint sealer materials in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle joint sealer materials in compliance with the manufacturers' recommendations to prevent their deterioration and damage.

1.7 PROJECT CONDITIONS

- A. Conditions Affecting Selective Demolition: The following project conditions apply:
 - 1. Protect adjacent materials indicated to remain. Install and maintain dust and noise barriers to keep dirt, dust, and noise from being transmitted to adjacent areas. Remove protection and barriers after demolition operations are complete.
 - 2. Locate, identify, and protect electrical services passing through demolition area and serving other areas outside the demolition limits. Maintain services to areas outside demolition limits. When services must be interrupted, install temporary services for affected areas.
- B. Environmental Conditions: Apply joint sealers under temperature and humidity conditions within the limits permitted by the joint sealer manufacturer. Do not apply joint sealers to wet substrates.

1.8 SEQUENCE AND SCHEDULING

- A. Coordinate the shut-off and disconnection of electrical service with the Owner and the utility company.
- B. Notify the Architect at least 5 days prior to commencing demolition operations.
- C. Perform demolition in phases as approved by Owner.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS METALS

- A. Steel plates, shapes, bars, and bar grating: ASTM A 36.

- B. Cold-Formed Steel Tubing: ASTM A 500.
- C. Hot-Rolled Steel Tubing: ASTM A 501.
- D. Steel Pipe: ASTM A 53, Schedule 40, welded.
- E. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout, recommended for interior and exterior applications.
- F. Fasteners: Zinc-coated, type, grade, and class as required.

2.2 MISCELLANEOUS LUMBER

- A. Framing Materials: Standard Grade, light-framing-size lumber of any species. Number 3 Common or Standard Grade boards complying with WCLIB or AWPB rules, or Number 3 boards complying with SPIB rules. Lumber shall be preservative treated in accordance with AWPB LP-2, and kiln dried to a moisture content of not more than 19 percent.
- B. Construction Panels: Plywood panels; APA C-D PLUGGED INT, with exterior glue; thickness as indicated, or if not indicated, not less than 15/32 inches.

2.3 JOINT SEALERS

- A. General: Joint sealers, joint fillers, and other related materials compatible with each other and with joint substrates under conditions of service and application.
- B. Colors: As selected by the Architect from manufacturer's standard colors.
- C. Elastomeric Joint Sealers: Provide the following types:
 - 1. One-part, nonacid-curing, silicone sealant complying with ASTM C 920, Type S, Grade NS, Class 25, for uses in non-traffic areas for masonry, glass, aluminum, and other substrates recommended by the sealant manufacturer.
 - 2. One-part, mildew-resistant, silicone sealant complying with ASTM C 920, Type S, Grade NS, Class 25, for uses in non-traffic areas for glass, aluminum, and nonporous joint substrates; formulated with fungicide; intended for sealing interior joints with nonporous substrates; and subject to in-service exposure to conditions of high humidity and temperature extremes.
 - 3. Available Products: Subject to compliance with requirements, products which may be incorporated in the Work include, but are not limited to, the following:
 - a. One-Part, Nonacid-Curing, Silicone Sealant:
 - 1) "Chem-Calk N-Cure 2000," Bostic Construction Products Div.
 - 2) "Dow Corning 790," Dow Corning Corp.
 - 3) "Silglaze N SCS 2501," General Electric Co.
 - 4) "Silpruf SCS 2000," General Electric Co.
 - 5) "864," Pecora Corp.
 - 6) "Rhodorsil 5C," Rhone-Poulenc, Inc.
 - 7) "Spectrum 1," Tremco, Inc.
 - 8) "Spectrum 2," Tremco, Inc.
 - 9) "Dow Corning 795," Dow Corning Corp.
 - 10) "Rhodorsil 6B," Rhone-Poulenc, Inc.
 - 11) "Rhodorsil 70," Rhone-Poulenc, Inc.
 - 12) "Omniseal," Sonneborn Building Products Div.
 - 13) "Chem-Calk 100," Bostik Construction Products Div.

- 14) "Gesil N SCS 2600," General Electric Co.
- b. One-Part, Mildew-Resistant, Silicone Sealant:
 - 1) "Dow Corning 786," Dow Corning Corp.
 - 2) "SCS 1702 Sanitary," General Electric Co.
 - 3) "863 #345 White," Pecora Corp.
 - 4) "Rhodorsil 6B White," Rhone-Poulenc, Inc.
 - 5) "Proglaze White," Tremco Corp.
 - 6) "OmniPlus," Sonneborn Building Products Div.
- D. Acrylic-Emulsion Sealants: One-part, nonsag, mildew-resistant, paintable complying with ASTM C 834 recommended for exposed applications on interior and protected exterior locations involving joint movement of not more than plus or minus 5 percent.
 - 1. Available Products: Subject to compliance with requirements, products which may be incorporated in the Work include, but are not limited to, the following:
 - a. "Chem-Calk 600," Bostik Construction Products Div.
 - b. "AC-20," Pecora Corp.
 - c. Sonolac," Sonneborn Building Products Div. { 9997,/TEXT, 152} List_element ["Tremco Acrylic Latex 834," Tremco, Inc.
- E. Fire-Resistant Joint Sealers: Two-part, foamed-in-place, silicone sealant formulated for use in through-penetration fire-stopping around cables, conduit, pipes, and duct penetrations through fire-rated walls and floors. Sealants and accessories shall have fire-resistance ratings indicated, as established by testing identical assemblies in accordance with ASTM E 814, by Underwriters' Laboratories, Inc., or other testing and inspection agency acceptable to authorities having jurisdiction.
 - 1. Available Products: Subject to compliance with requirements, products which may be incorporated in the Work include, but are not limited to, the following:
 - a. "Dow Corning Fire Stop Foam," Dow Corning Corp.
 - b. "Pensil 851," General Electric Co.

2.4 ACCESS DOORS

- A. Steel Access Doors and Frames: Factory-fabricated and assembled units, complete with attachment devices and fasteners ready for installation. Joints and seams shall be continuously welded steel, with welds ground smooth and flush with adjacent surfaces.
- B. Frames: 16-gage steel, with a 1-inch-wide exposed perimeter flange for units installed in unit masonry, pre-cast, or cast-in-place concrete, ceramic tile, or wood paneling.
 - 1. For installation in masonry, concrete, ceramic tile, or wood paneling: 1 inch-wide-exposed perimeter flange and adjustable metal masonry anchors.
 - 2. For gypsum wallboard or plaster: perforated flanges with wallboard bead.
 - 3. For full-bed plaster applications: galvanized expanded metal lath and exposed casing bead, welded to perimeter of frame.
- C. Flush Panel Doors: 14-gage sheet steel, with concealed spring hinges or concealed continuous piano hinge set to open 175 degrees; factory-applied prime paint.
 - 1. Fire-Rated Units: Insulated flush panel doors, with continuous piano hinge and self-closing mechanism.
- D. Locking Devices: Flush, screwdriver-operated cam locks.
- E. 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. Bar-Co., Inc.
2. J.L. Industries.
3. Karp Associates, Inc.
4. Milcor Div. Inryco, Inc.
5. Nystrom, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting installation and application of joint sealers and access panels. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION FOR JOINT SEALERS

- A. Surface Cleaning for Joint Sealers: Clean surfaces of joints immediately before applying joint sealers to comply with recommendations of joint sealer manufacturer.
- B. Apply joint sealer primer to substrates as recommended by joint sealer manufacturer. Protect adjacent areas from spillage and migration of primers, using masking tape. Remove tape immediately after tooling without disturbing joint seal.

3.3 SELECTIVE DEMOLITION

- A. General: Demolish, remove, demount, and disconnect abandoned electrical materials and equipment indicated to be removed and not indicated to be salvaged or saved.
- B. Materials and Equipment To Be Salvaged: Remove, demount, and disconnect existing electrical materials and equipment indicated to be removed and salvaged, and deliver materials and equipment to the location designated for storage.
- C. Disposal and Cleanup: Remove from the site and legally dispose of demolished materials and equipment not indicated to be salvaged.
- D. Electrical Materials and Equipment: Demolish, remove, demount, and disconnect the following items:
 1. Inactive and obsolete conduit systems, controls, and fixtures.
 2. Perform cutting and patching required for demolition in accordance with Division 1 Section "Cutting and Patching."

3.4 ERECTION OF METAL SUPPORTS AND ANCHORAGE

- A. Cut, fit, and place miscellaneous metal fabrications accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS "Structural Welding Code."

3.5 ERECTION OF WOOD SUPPORTS AND ANCHORAGE

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorage accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

- B. Select fastener sizes that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

3.6 APPLICATION OF JOINT SEALERS

- A. General: Comply with joint sealer manufacturers' printed application instructions applicable to products and applications indicated, except where more stringent requirements apply.
 - 1. Comply with recommendations of ASTM C 962 for use of elastomeric joint sealants.
 - 2. Comply with recommendations of ASTM C 790 for use of acrylic- emulsion joint sealants.
- B. Tooling: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
- C. Installation of Fire-Stopping Sealant: Install sealant, including forming, packing, and other accessory materials, to fill openings around electrical services penetrating floors and walls, to provide fire-stops with fire-resistance ratings indicated for floor or wall assembly in which penetration occurs. Comply with installation requirements established by testing and inspecting agency.

3.7 INSTALLATION OF ACCESS DOORS

- A. Set frames accurately in position and securely attached to supports, with face panels plumb and level in relation to adjacent finish surfaces.
- B. Adjust hardware and panels after installation for proper operation.

END OF SECTION 16050

SECTION 16100 - RACEWAYS, BOXES, AND CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. Raceways include the following:
 - 1. Rigid metal conduit.
- C. Boxes, enclosures, and cabinets include the following:
 - 1. Device boxes.
 - 2. Outlet boxes.
 - 3. Pull and junction boxes..

1.3 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Shop drawings for nonstandard boxes, enclosures, and cabinets. Include layout drawings showing components and wiring.

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 70 "National Electrical Code" for components and installation.
- B. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms "Listed and Labeled": As defined in the "National Electrical Code," Article 100.
 - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.
- C. Comply with NECA "Standard of Installation."
- D. Coordinate layout and installation of raceway and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering Products that may be incorporated in the Work include, but are not limited to, the following:
 - 1. Metal Conduit and Tubing:
 - a. Monogram Co., AFC.

- b. Alflec Corp.
- c. Allied Tube and Conduit, Grinnell Co.
- d. Anamet, Inc., Anaconda Metal Hose.
- e. Anixter Brothers, Inc.
- f. Carol Cable Co., Inc.
- g. Cole-Flex Corp.
- h. Flexcon, Inc., Coleman Cable Systems, Inc.
- i. Spiraduct, Inc.
- j. Triangle PWC, Inc.
- k. Wheatland Tube Co.
- 2. Conduit Bodies and Fittings:
 - a. Scott Fetzer Company, Adalet-PLM.
 - b. American Electric, Construction Materials Group.
 - c. Emerson Electric Co., Appleton Electric Co.
 - d. Carlon.
 - e. Hubbell, Inc., Killark Electric Manufacturing Co.
 - f. General Signal, O-Z/Gedney Unit.
 - g. Spring City Electrical Manufacturing Co.
- 3. Boxes, Enclosures, and Cabinets:
 - a. Scott Fetzer Company, Adalet-PLM.
 - b. Butler Manufacturing Co., Walker Division.
 - c. Cooper Industries, Midwest Electric.
 - d. Electric Panelboard Co., Inc.
 - e. Erickson Electrical Equipment Co.
 - f. American Electric, FL Industries.
 - g. Hoffman Engineering Co., Federal-Hoffman, Inc.
 - h. Hubbell Inc., Killark Electric Manufacturing Co.
 - i. General Signal, O-Z/Gedney.
 - j. Parker Electrical Manufacturing Co.
 - k. Racor, Inc., Hubbell Inc.
 - l. Robroy Industries, Inc., Electrical Division.
 - m. Spring City Electrical Manufacturing Co.
 - n. Square D Co.
 - o. Thomas & Betts Corp.
 - p. Woodhead Industries, Inc., Daniel Woodhead Co.

2.2 METAL CONDUIT AND TUBING

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Fittings: NEMA FB 1, compatible with conduit/tubing materials.

2.3 OUTLET AND DEVICE BOXES

- A. Sheet Metal Boxes: NEMA OS 1.
- B. Cast Metal Boxes: NEMA FB 1, type FD, cast ferrous alloy box with gasketed cover.
- C. Nonmetallic Boxes: NEMA OS 2.

2.4 FLOOR BOXES

- A. Floor Box: Cast metal, fully adjustable, rectangular.

2.5 PULL AND JUNCTION BOXES

- A. Small Sheet Metal Boxes: NEMA OS 1.
- B. Cast Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of the raceway system. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRING METHODS

- A. Indoors: Use the following wiring methods:
 - 1. Damp or Wet Locations: Rigid steel conduit.
 - 2. Exposed: : Rigid steel conduit
 - 3. Concealed:: Rigid steel conduit
 - 4. Boxes and Enclosures: NEMA Type 1, except in damp or wet locations use NEMA Type 4, stainless steel.

3.3 INSTALLATION

- A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.
- B. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.
- C. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot water pipes. Install horizontal raceway runs above water and steam piping.
- D. Install raceways level and square and at proper elevations. Provide adequate headroom.
- E. Complete raceway installation before starting conductor installation.
- F. Support raceway as specified in Division 16 Section "Supporting Devices."
- G. Use temporary closures to prevent foreign matter from entering raceway.
- H. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab.
- I. Make bends and offsets so the inside diameter is not reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.
- J. Use raceway fittings compatible with raceway and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, except as otherwise indicated.
- K. Run concealed raceways with a minimum of bends in the shortest practical distance considering the type of building construction and obstructions, except as otherwise

indicated.

- L. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
 - 1. Run parallel or banked raceways together, on common supports where practical.
 - 2. Make bends in parallel or banked runs from same center line to make bends parallel. Use factory elbows only where they can be installed parallel; otherwise, provide field bends for parallel raceways.
- M. Join raceways with fittings designed and approved for the purpose and make joints tight.
 - 1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
 - 2. Use insulating bushings to protect conductors.
- N. Tighten set screws of threadless fittings with suitable tool.
- O. Terminations: Where raceways are terminated with locknuts and bushings, align the raceway to enter squarely, and install the locknuts with dished part against the box. Where terminations cannot be made secure with one locknut, use two locknuts, one inside and one outside the box.
- P. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- Q. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line having not less than 200-lb (90 kg) tensile strength. Leave not less than 12 inches (300 mm) of slack at each end of the pull wire.
- R. Signal System Raceways 2-Inch Trade Size and Smaller: In addition to the above requirements, install in maximum lengths of 150 feet (45 m) and with a maximum of two 90-deg bends or equivalent. Install pull or junction boxes where necessary to comply with these requirements.
- S. Install raceway sealing fittings according to the manufacturer's written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points and elsewhere as indicated:
 - 1. Where conduits enter or leave hazardous locations.
 - 2. Where conduits pass from warm locations to cold locations, such as the boundaries of refrigerated spaces and air-conditioned spaces.
 - 3. Where otherwise required by the NEC.
- T. Stub-Up Connections: Extend conduits through concrete floor for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs, and set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; flexible metal conduit may be used 6 inches (150 mm) above the floor. Where equipment connections are not made under this Contract, install screwdriver-operated threaded flush plugs flush with floor.
- U. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceway is installed for such circuits and it passes through concrete, install in a nonmetallic sleeve.

- V. Do not install aluminum conduit..
- W. Provide grounding connections for raceway, boxes, and components as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.

3.4 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, to ensure that coatings, finishes, and cabinets are without damage or deterioration at Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touch-up coating recommended by the manufacturer.

3.5 CLEANING

- A. Upon completion of installation of system, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

END OF SECTION 16100

SECTION 16120 - WIRES AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes building wires and cables and associated splices, connectors, and terminations for wiring systems rated 600 volts and less.

1.3 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Field test reports indicating and interpreting test results relative to compliance with performance requirements of testing standard.

1.4 QUALITY ASSURANCE

- A. Testing Firm Qualifications: In addition to the requirements specified in Division 1 Section "Quality Control Services," an independent testing firm shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Part 1907, or shall be a full member company of the International Electrical Testing Association (NETA).
 - 1. Testing Firm's Field Supervisor Qualifications: A person currently certified by the NETA National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Comply with NFPA 70 "National Electrical Code" for components and installation.
- C. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms "Listed and Labeled": As defined in the "National Electrical Code," Article 100.
 - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

1.5 SEQUENCING AND SCHEDULING

- A. Coordination: Coordinate layout and installation of cable with other installations.
 - 1. Revise locations and elevations from those indicated as required to suit field conditions and as approved by the Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver wire and cable according to NEMA WC-26.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 - 1. Wires and Cables:
 - a. American Insulated Wire Corporation, Leviton Manufacturing Co.
 - b. Brand-Rex Cable Systems, Brintec Corp.
 - c. Carol Cable Company, Inc.
 - d. Senator Wire & Cable Co.
 - e. Southwire Co.
 - 2. Connectors for Wires and Cables:
 - a. AFC, Monogram Co.
 - b. AMP, Inc.
 - c. Anderson, Square D Co.
 - d. Electrical Products Division, 3M Co.
 - e. O-Z/Gedney Unit, General Signal.

2.2 BUILDING WIRES AND CABLES

- A. UL-listed building wires and cables with conductor material, insulation type, cable construction, and rating as specified in Part 3 "Applications" Article.
- B. Rubber Insulation: Conform to NEMA WC 3.
- C. Thermoplastic Insulation: Conform to NEMA WC 5.
- D. Cross-Linked Polyethylene Insulation: Conform to NEMA WC 7.
- E. Ethylene Propylene Rubber Insulation: Conform to NEMA WC 8.
- F. Solid conductor for 10 AWG and smaller; stranded conductor for larger than 10 AWG.

2.3 CONNECTORS AND SPLICES

- A. UL-listed factory-fabricated wiring connectors of size, ampacity rating, material, and type and class for application and for service indicated. Select to comply with Project's installation requirements and as specified in Part 3 "Applications" Article.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine raceways and building finishes to receive wires and cables for compliance with installation tolerances and other conditions. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Feeders: Type THHN/THWN, copper conductor, in raceway.
- B. Branch Circuits: Type THHN/THWN, copper conductor, in raceway.
- C. Class 1 Control Circuits: Type THHN/THWN, copper conductor, in raceway.
- D. Class 2 Control Circuits: Power-limited tray cable, in cable tray.

- E. Class 2 Control Circuits: Power-limited cable, concealed in building finishes.
- F. Class 2 Control Circuits: Type THHN/THWN, copper conductor, in raceway.

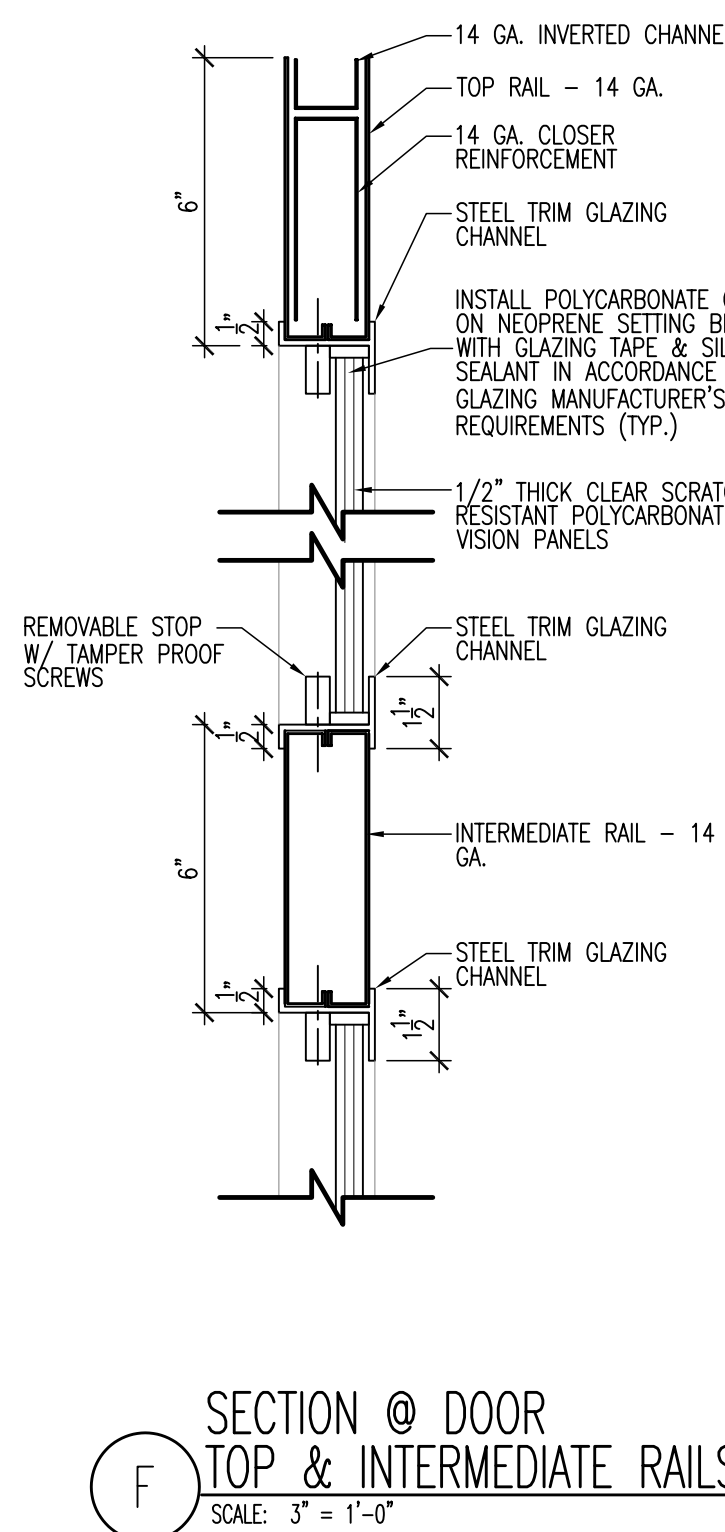
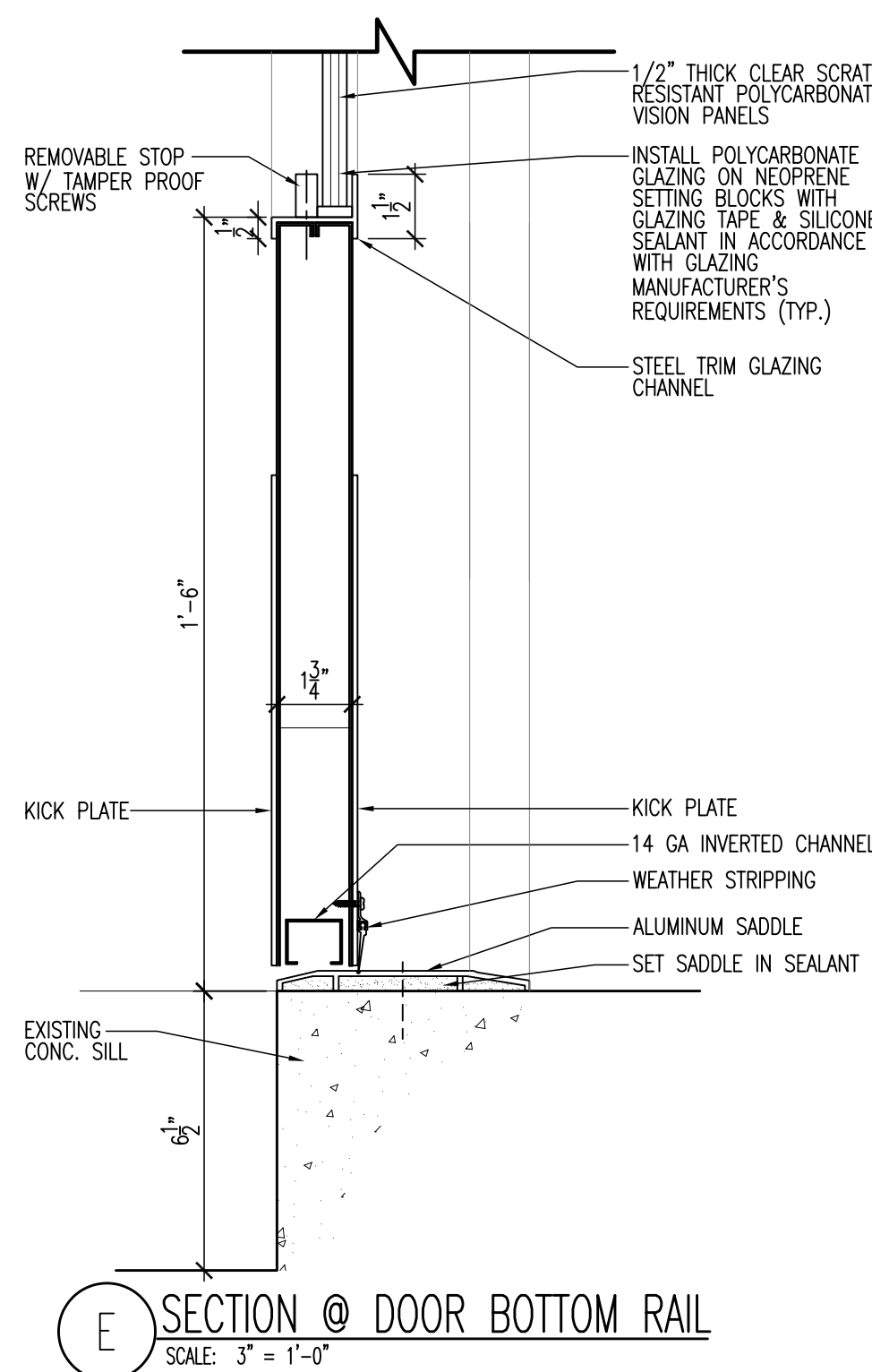
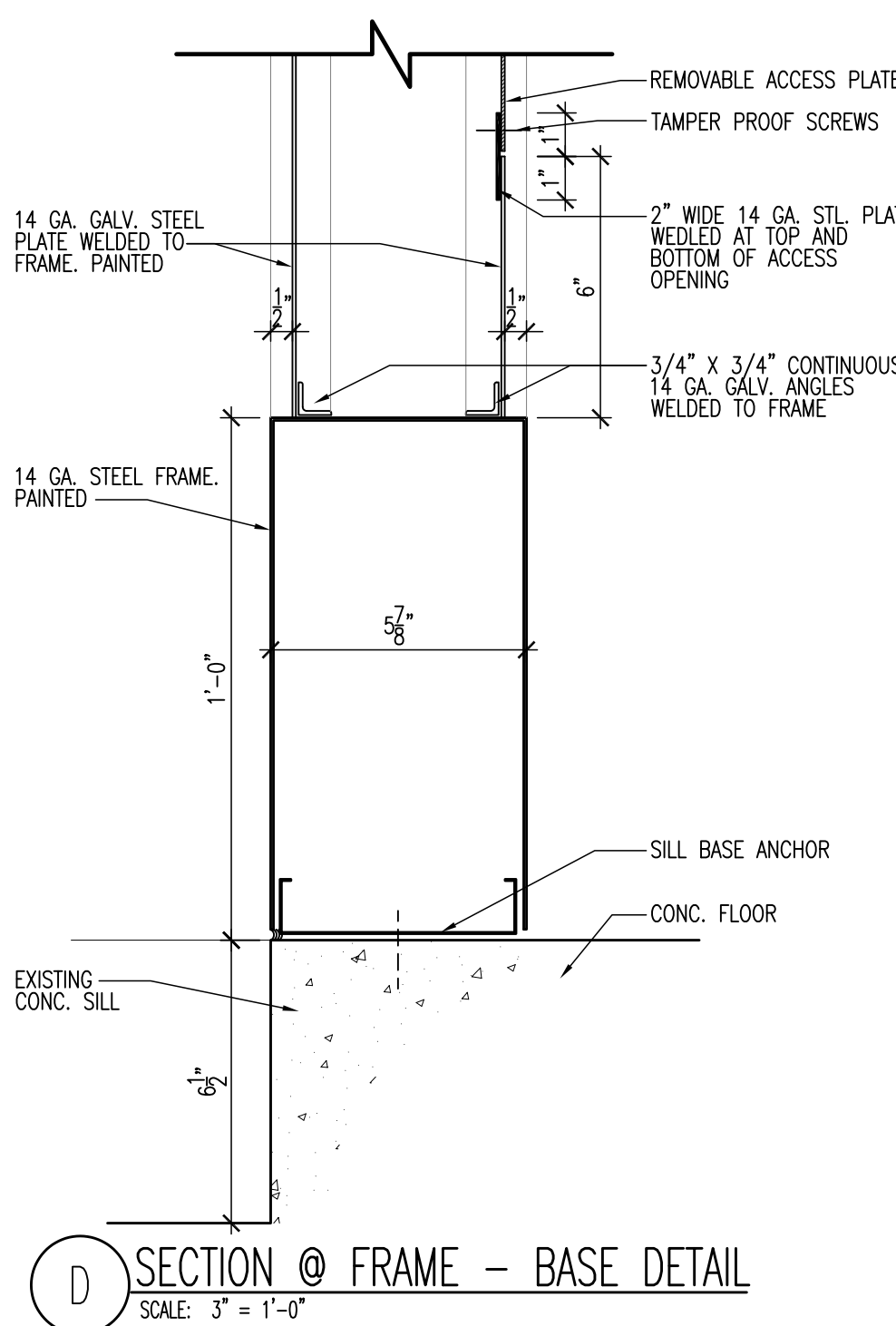
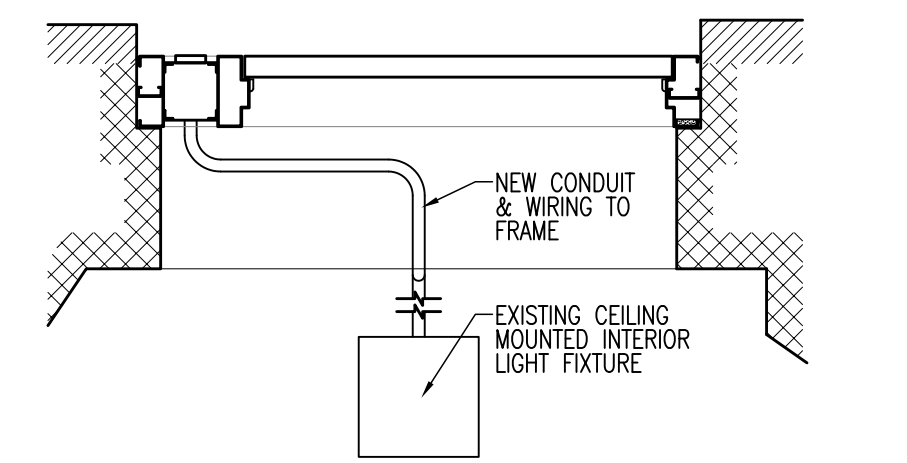
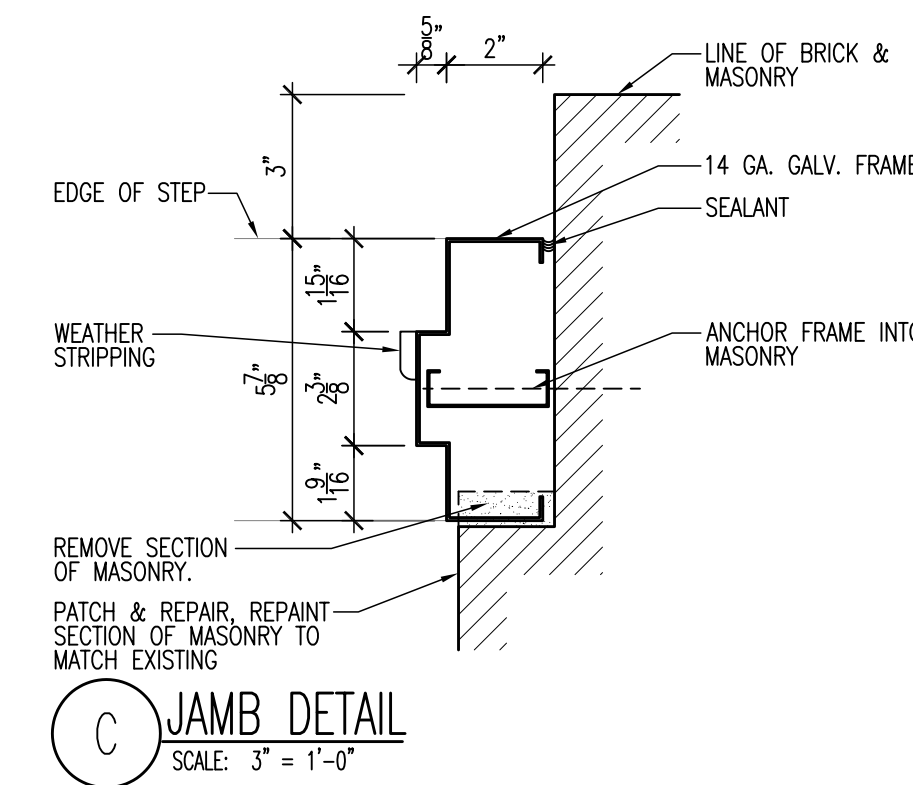
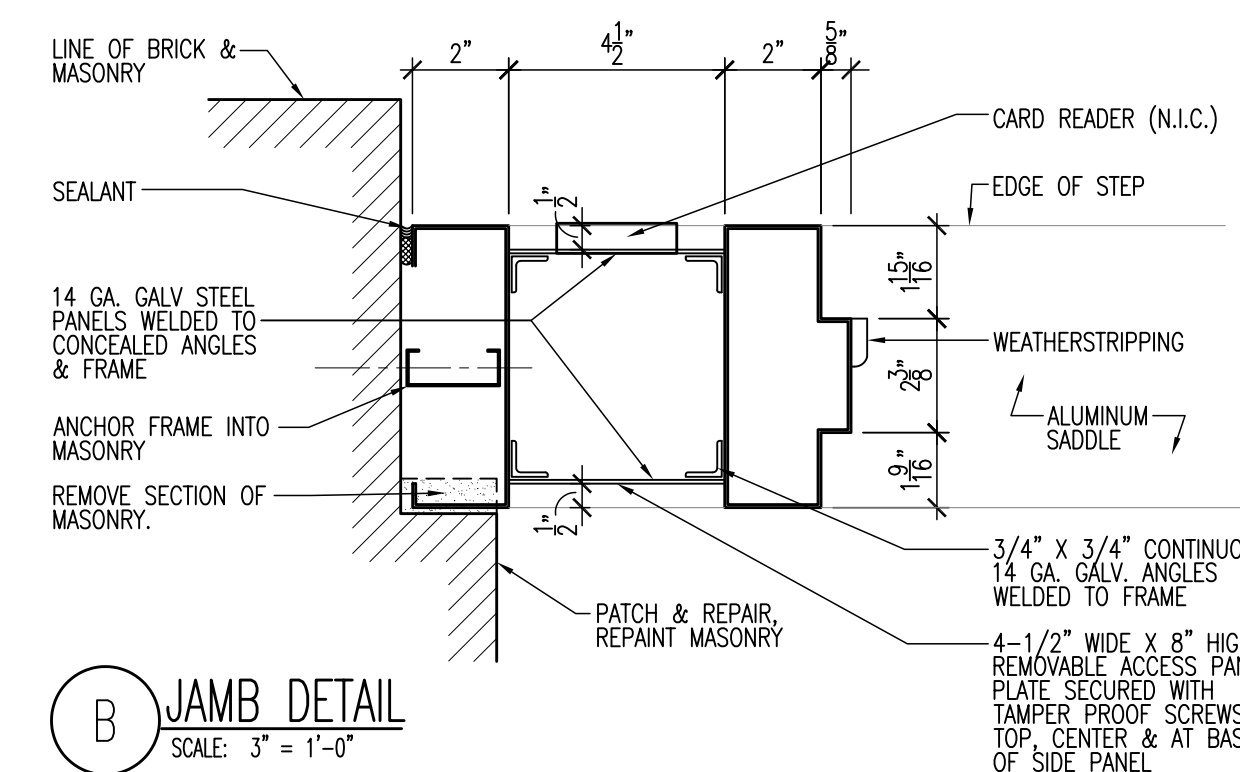
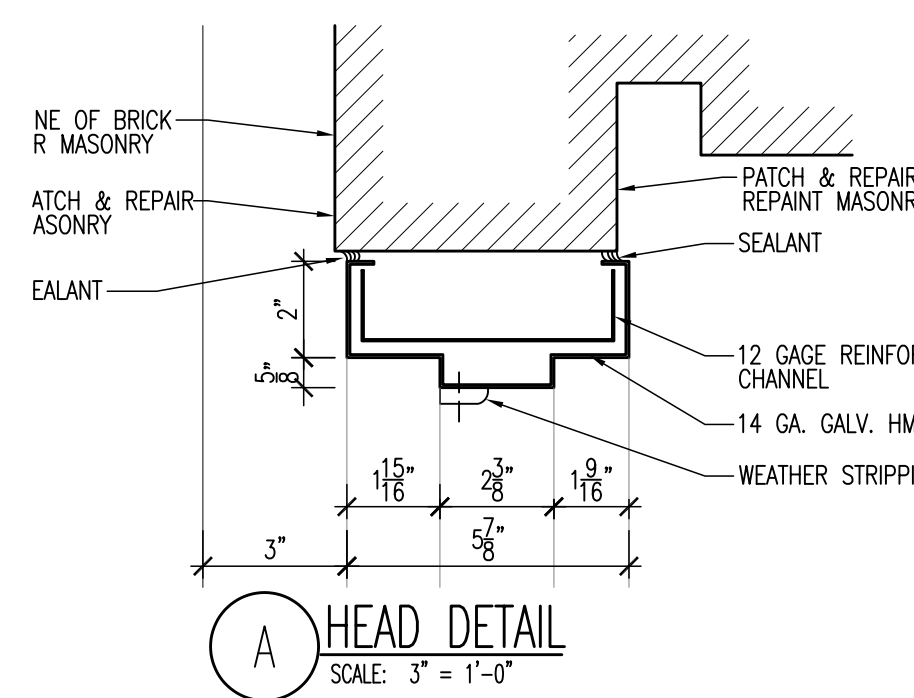
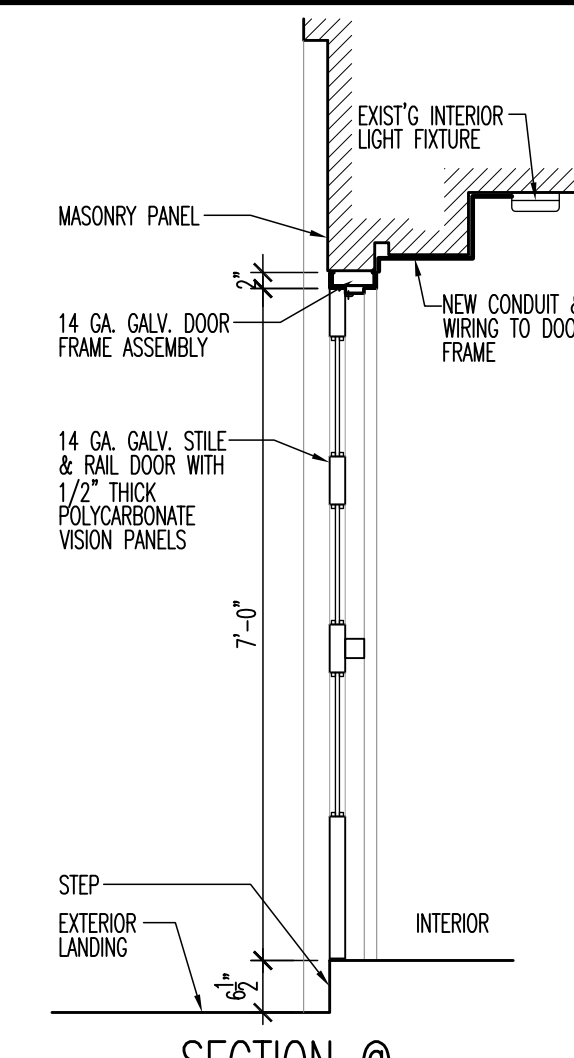
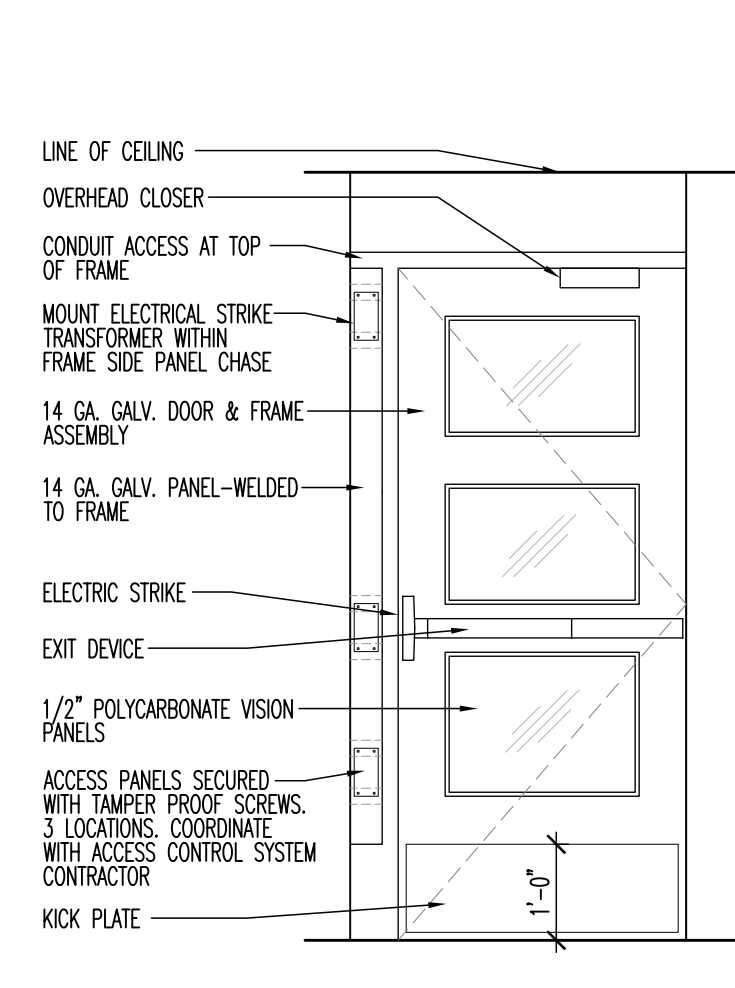
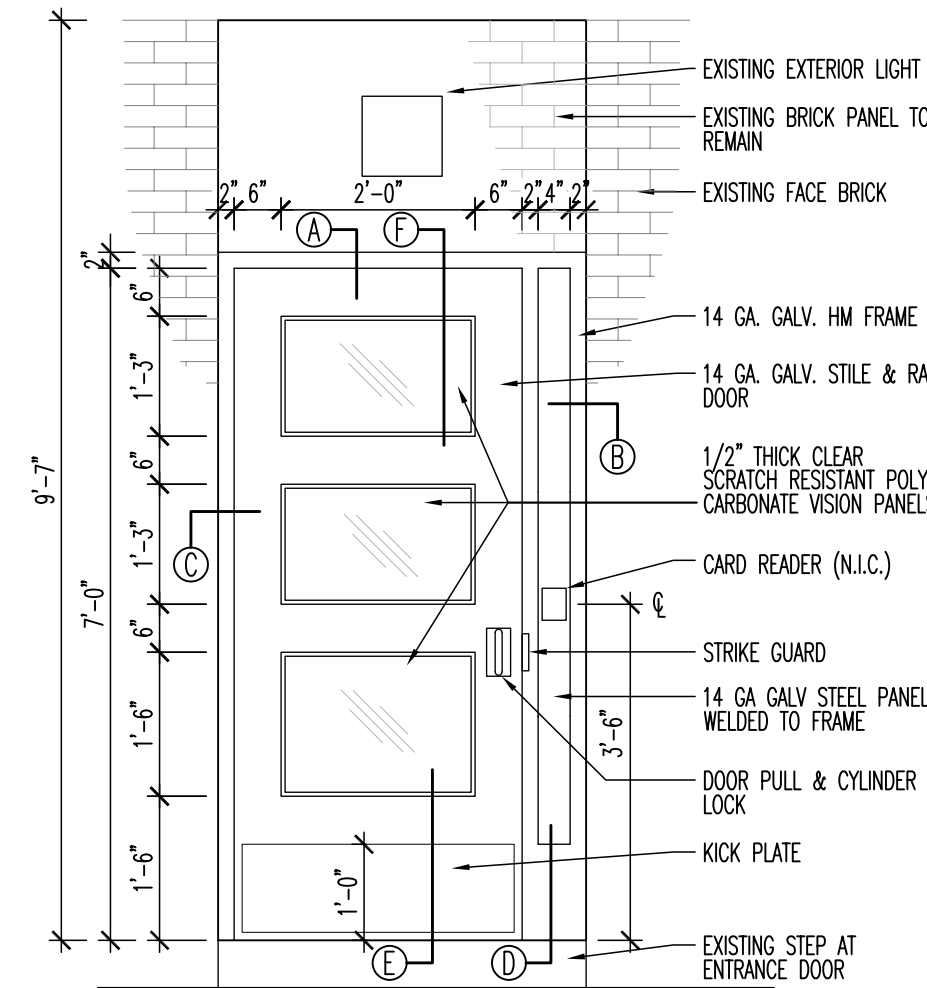
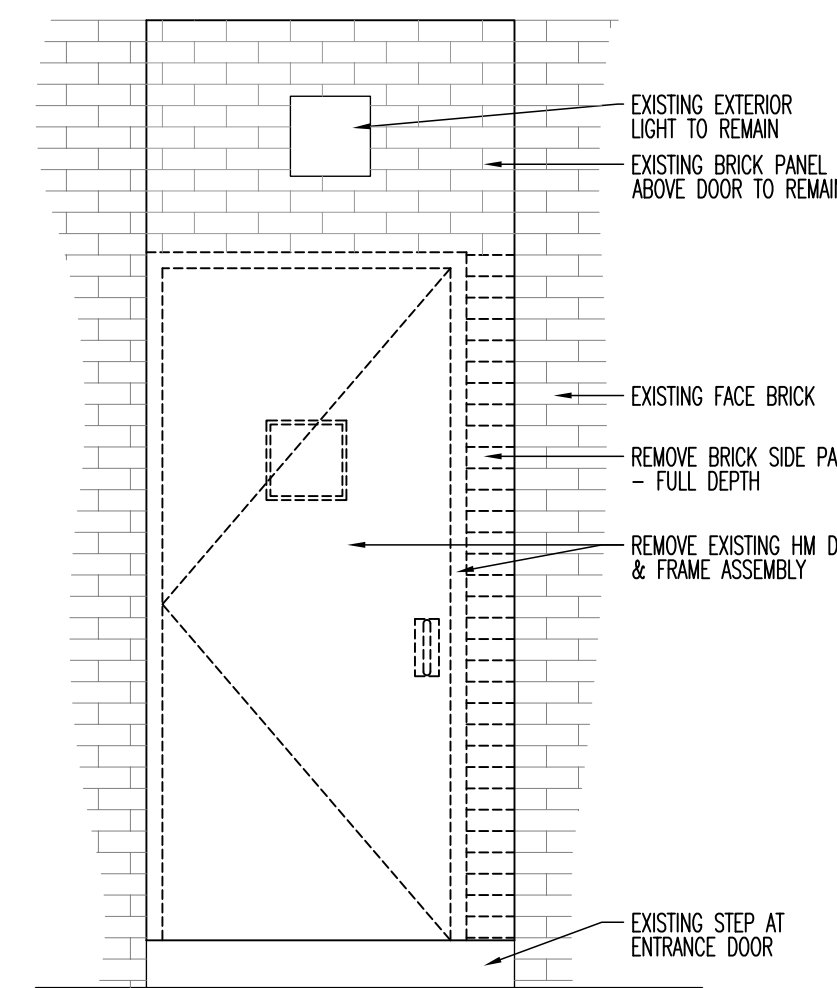
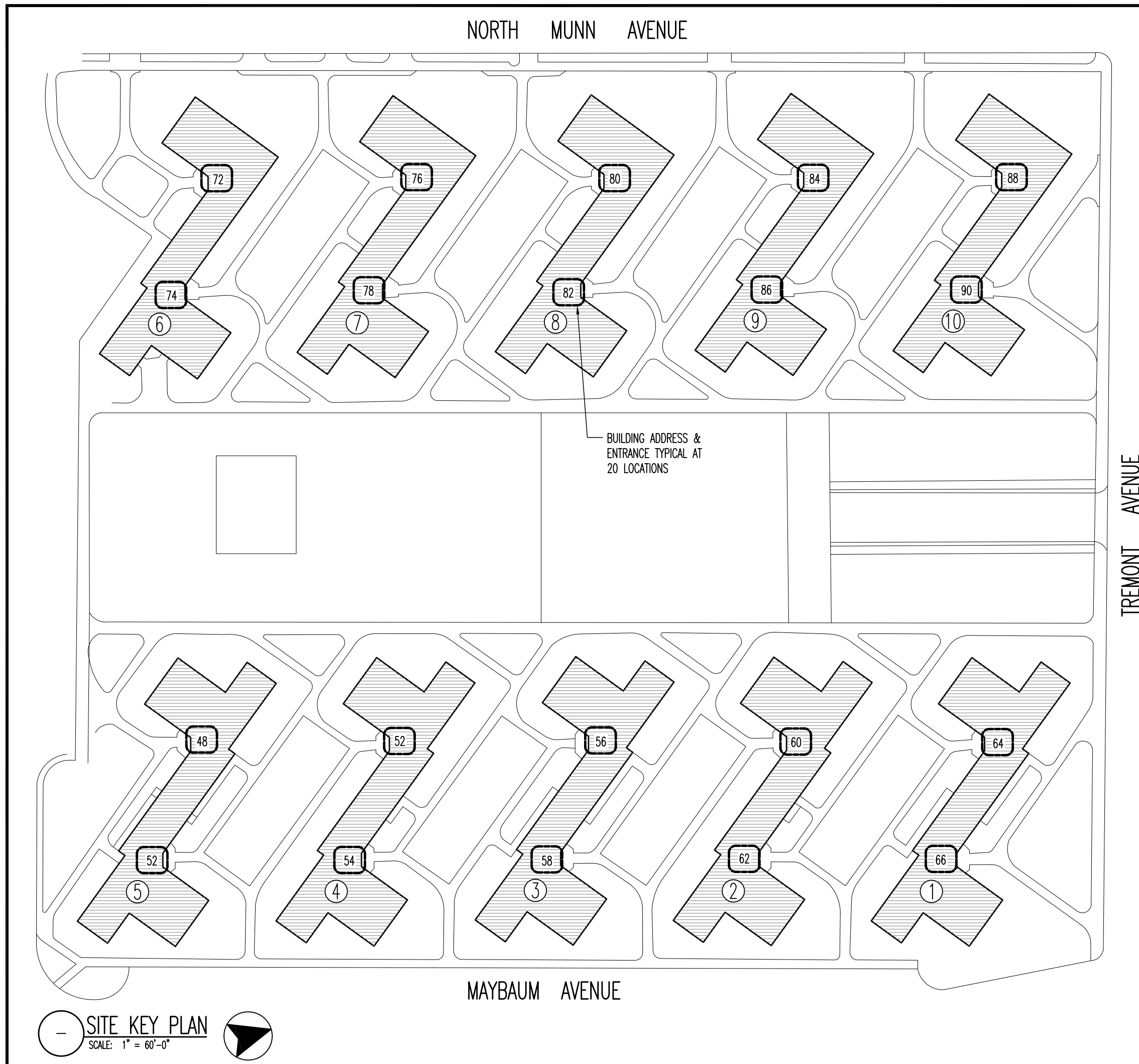
3.3 INSTALLATION

- A. Install wires and cables as indicated, according to manufacturer's written instructions and the NECA "Standard of Installation."
- B. Remove existing wire from raceway before pulling in new wire and cable.
- C. Pull conductors into raceway simultaneously where more than one is being installed in same raceway.
 - 1. Use pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation.
 - 2. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- D. Install exposed cable, parallel and perpendicular to surfaces or exposed structural members, and follow surface contours where possible.
- E. Conductor Splices: Keep to minimum.
 - 1. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
 - 2. Use splice and tap connectors that are compatible with conductor material.
- F. Wiring at Outlets: Install with at least 12 inches (300 mm) of slack conductor at each outlet.
- G. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.

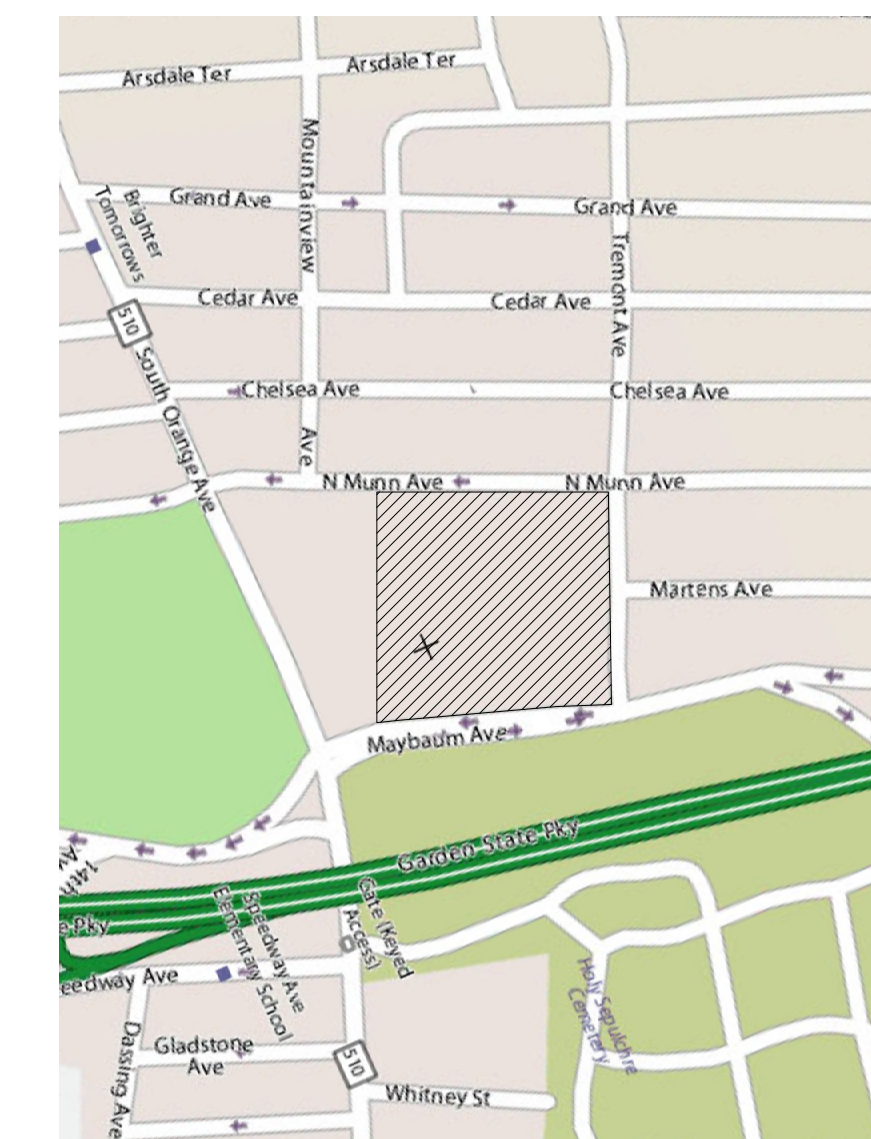
3.4 FIELD QUALITY CONTROL

- A. Testing: Upon installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
 - 1. Procedures: Perform each visual and mechanical inspection and electrical test stated in NETA Standard ATS, Section 7.3.1. Certify compliance with test parameters.
- B. Correct malfunctioning products at site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units, and retest.

END OF SECTION 16120



SCOPE OF WORK
REMOVE & REPLACE 20 ENTRANCE DOOR & FRAME ASSEMBLIES, PRIME & PAINT DOOR & FRAME ASSEMBLY



OWNER:
NEWARK HOUSING AUTHORITY
500 BROAD STREET
NEWARK, NEW JERSEY

REVISIONS
No. Date Description

Mikesell & Associates
Architecture and Planning

17 Academy Street Suite 800 Newark, NJ 07102
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Edgar J. Amato, RA
NJ Architect Lic. 12642

Drawing Title:
KEY PLAN & DOOR DETAILS

Project:
**BRADLEY COURT - NJ2-14
DOOR REPLACEMENTS**

NEWARK, NJ

Drawn: AF Date: 11/04/2009

Checked: MC Project No: 209037

Drawing No. **A-1**