

WESTMORELAND COUNTY HOUSING AUTHORITY
167 SOUTH GREENGATE ROAD
GREENSBURG, PENNSYLVANIA 15601

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

**2020 PARKING LOT REHABILITATION PROJECT
For
VARIOUS RENTAL HOUSING SITES – WESTMORELAND
COUNTY
PA-18 VARIOUS LOCATIONS**

JULY 30, 2020

PREPARED & ASSEMBLED BY:

WCHA

154 South Greengate Road Greensburg, PA 15601
Phone: 724-836-7248 ... Ext. 3056
Fax: 724-836-0988
eriks@wchaonline.com

Morris Knowles & Associates, Inc.

443 Athena Drive
Delmont, PA 15626
Phone: 724-468-4622
Fax: 724-468-8940
wputzman@morrisknowles.com

WESTMORELAND COUNTY HOUSING AUTHORITY

**2020 PARKING LOT REHABILITATION PROJECT FOR VARIOUS RENTAL
HOUSING UNITS IN WESTMORELAND COUNTY
PA-18 VARIOUS LOCATIONS**

TABLE OF CONTENTS

Division	Section Title	No of Pages
---------------	---------------------	-------------

DIVISION 00000 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00116	NOTICE TO BIDDERS	1
002113	HUD 2530 PREVIOUS PARTICIPATION CERTIFICATION	4
002113.....	HUD 5369 INSTRUCTIONS TO BIDDERS	4
002113.01	HUD 5369A REPRESENTATION, CERTIFICATIONS, & OTHER STATEMENTS OF BIDDERS	3
002113.02....	SUPPLEMENTAL CONDITIONS FOR PROJECT BIDDING	1
004113.....	FORM OF PROPOSAL	4
004113.01	NON-COLLUSION AFFIDAVIT	1
004113.02	BID BOND	2
004113.03	STATEMENT OF BIDDERS QUALIFICATIONS	1
005213	CONTRACT – AGREEMENT BETWEEN OWNER & CONTRACTOR	2
00600	PERFORMANCE BOND	2
00610	LABOR & MATERIAL BOND	2
00620	MAINTENANCE BOND	2
00630	CONTRACTOR’S CERTIFICATE & RELEASE OF LIENS	2
00640	SURETY STATEMENT FOR CONTRACTOR RELEASE OF LIENS	2
00650	CERTIFICATION OF BIDDER	1
00700	5370 HUD GENERAL CONDITIONS	19
00710	SUPPLEMENTAL GENERAL CONDITIONS	8
00720	SPECIAL CONDITIONS	3
00730	SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968	4
00810	FEDERAL EQUAL EMPLOYMENT REQUIRMENTS	5

..... DAVIS BACON WAGE – WAGE RATES)

DIVISION 01 – GENERAL REQUIREMENTS

01100	SUMMARY OF WORK	11
01250	CONTRACT MODIFICATION PROCEDURES	2
01330	SUBMITALS	8
01330	HUD 5372 CONSTRUCTION PROGRESS SCHEDULE	2
01420	REFERENCES	3
01500	TEMPORARY FACILITIES AND CONTROLS	5
01600	PRODUCT REQUIREMENTS	5
01700	CUTTING AND PATCHING	5
01770	CLOSE OUT PROCEDURES	4
01781	PROJECT RECORD DOCUMENTS	3

DIVISION 32 – TECHNICAL SPECIFICATIONS - SITE WORK

32 A	SUBSURFACE INFORMATION	1
32 B	EXISTING UTILITIES AND UNDERGROUND STRUCTURES	2
32 C	EXCAVATION	3
32 D	COMPACTED BACKFILL, FILL, SUBGRADE	3
32 E	SURFACE PREPARATION	1
32 F	BITUMINOUS PAVING REHABILITATION	5
32 G	PAVING SEALING	3
32 H	CRACK SEALANT	1
32 I	SOFT SPOT REPAIR	4
32 J	LINE STRIPPING	3
32 K	PAVEMENT REHABILITATION	2
32 L	LINESTRIPPING	2

SITE EXHIBITS C000 TO C131

NOTICE TO BIDDERS
ADVERTISEMENT FOR BIDS PA-18

The Westmoreland County Housing Authority (WCHA) is requesting service bids for:

**2020 PARKING LOT REHABILITATION CONTRACT
RESURFACING – SEALCOAT – LINE STRIPING
LOCATED AT
VARIOUS RENTAL HOUSING SITES - WESTMORELAND COUNTY, PA.**

Sealed bids will be received by Michael L. Washowich, Executive Director, until **August 20, 2020** at **10:00 A.M.** (Eastern Standard Time) at the administration office of the Westmoreland County Housing Authority, 167 South Greengate Road, Greensburg PA 15601, at which time they will be opened publicly.

For additional bid requirements and associated documents visit www.wchaonline.com. Bid documents can be obtained from the WCHA – Administration Office for a processing fee of \$25. Free examination of said documents is available at the administrative office of the WCHA.

On August 7, 2020 @ 10:00 AM, a non-mandatory PRE-BID TELE CONFERENCE will occur at 10:00 time via Microsoft Zoom per the below information. **Bidders are encouraged to contact WCHA for a calendar invite.**

Join Zoom Meeting

<https://wchaonline.zoom.us/j/94623897499?pwd=UzhvTmdlM04vSXM5YjRvYnlZczQzdz09>

Meeting ID: 946 2389 7499

Passcode: 213076

One tap mobile

+12678310333,,94623897499#,,,,,0#,,213076# US (Philadelphia)

+16465588656,,94623897499#,,,,,0#,,213076# US (New York)

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 946 2389 7499

Passcode: 213076

Find your local number: <https://wchaonline.zoom.us/u/asa2eeMNn>

Michael L. Washowich, Executive Director
Westmoreland County Housing Authority

Advertisement Dates:

First Advertisement:	July 30, 2020
Second Advertisement:	August 5, 2020
Minority Advertisement:	August 7, 2020

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

US Department of Agriculture
Farmers Home Administration

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

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

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

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

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)	
Staff	Processing and Control		
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

1. **Pre-Qualification of Bidders:** Prospective bidders will be required to pre-qualify in order to submit bid. However, all bidders will be required to submit adequate performance qualifications for sealing and paving. Each bidder must assert that they have installed a minimum of 1000 sf of the sealer type as described within the contract documents. The prospective bidders shall submit documentation displaying that the bidder is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective bidder to provide the requested information may, at the HA's discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information as a part of the IFB process (in the case of a successful bidder(s), these requirements shall also apply in the context of the successful bidder or bidders).
2. The HA reserves the right to, at any time, request and receive from any or all bidders a LSCB of any or all of the costs bid. The bid documents constitute an outline of the work to be completed by the bidder. These documents are intended to include all major items, and the *lump sum cost breakdown* computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the bid documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.
 - a. The purpose of this LSCB will serve the HA in two distinct areas:
 - b. **Prior to award of bids:** The HA may request a LSCB for any or all items reflected within the IFB document as "lump sum" for the purpose of determining an unbalanced cost bid. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.
 - c. **After award:** The HA may request a LSCB for any or all items reflected within the IFB document as "lump sum" for the purpose of making partial payments to the successful bidder.
- d. Under no circumstances, may any cost item reflected as "lump sum" be increased/decreased as a result of the LSCB analysis.
3. **Bid Evaluation and Award** – Bids will be evaluated based on either a total combination bid or "individually" for each Housing Rental Unit. The Housing Authority reserves the right to evaluate and award the bids at their discretion based on allocated funding.
4. Each prospective bidder must review each site and assert that they have performed their due diligence with reviewing existing site conditions for establishing quantities of work in preparing their bids.
5. **Estimated Quantities:** Unless otherwise indicated within the IFB documents (Summary of Work), the quantities reflected within the IFB documents, to the best of the HA's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the HA under the finalized contract; but, pursuant to all IFB documents, these quantities will be used as calculation figures to determine the successful bidder.

Each prospective bidder must review each site and assert that they have performed their due diligence with reviewing existing site conditions for establishing quantities of work in preparing their bid.

WESTMORELAND COUNTY HOUSING AUTHORITY

CONTRACT : PA-18 VARIOUS LOCATIONS
2020 PARKING LOT REHABILITATION PROJECT FOR VARIOUS RENTAL HOUSING UNITS IN
WESTMORELAND COUNTY

FORM OF PROPOSAL

DEPOSIT AND OPENING OF BIDS

Sealed bids for Contract PA - 18 VARIOUS LOCATIONS must be deposited at the Westmoreland County Housing Authority hereinafter called "Owner", Administration Office located at 154 South Greengate Road, Greensburg, PA 15601, before 10:00 A.M., Prevailling Time on August 20, 2020, at which time the bids will be publicly opened and read aloud at the same location.

IMPORTANT - Be sure to show figures in ink or typewritten, sign the bid form, and attach as a proposal guaranty a certified check drawn by the depositor to the Westmoreland County Housing Authority, or a bid bond executed by the Bidder and a surety company, in the amount of at least ten percent (10%) of the total bid.

CONTRACT NO. 1 \$ _____

CONTRACT NO. 2 \$ _____

ALL CONTRACTS COMBINED \$ _____

Contract No. 1 Bid of _____ hereinafter

called "Bidder" organized and existing under the laws of the State of _____

doing business as _____ (Corporation, Partnership,
Limited Partnership, Sole Proprietor, Etc.), located at

Physical Business Address

And / Or

Contract No. 2 Bid of _____ hereinafter

called "Bidder" organized and existing under the laws of the State of _____

doing business as _____ (Corporation, Partnership,
Limited Partnership, Sole Proprietor, Etc.), located at

Physical Business Address

And / Or

Contract No. 3 Bid of _____ hereinafter

called "Bidder" organized and existing under the laws of the State of _____

doing business as _____ (Corporation, Partnership,
Limited Partnership, Sole Proprietor, Etc.), located at

Physical Business Address

to furnish all labor, equipment, and materials and to perform all work in a substantial and workmanlike manner, in accordance with the Contract Documents provided.

This bid must be filled in by the Bidder, in ink or typewritten, and any omission of bid prices, where a bid is made, will be sufficient to cause rejection of the bid as informal. The Owner reserves the right to reject any and all bids, and to waive any informalities, defects, or irregularities in the bids.

In accordance with the advertisement of the **Westmoreland County Housing Authority** inviting bids for and in conformity with the Contract Documents on file at the office of Owner, and the supplements and revisions attached hereto and made a part hereof, the Bidder hereby certifies that the Bidder is the only person(s) interested in this bid as principal(s); that it is made without collusion with any persons, firm, or corporation; that an examination has been made of the Contract Documents, and same person(s) has(have) had sufficient time to investigate and is(are) satisfied as to the character of the Contract, that the Bidder proposes to furnish and deliver the necessary services required for **Contract: PA-18 VARIOUS LOCATIONS** to the **Westmoreland County Housing Authority**.

It is further proposed to execute the Contract, including the bonds, in accordance with the

requirements of the Contract Documents, to begin work on the date specified in the Notice to Proceed, and to substantially complete the work within **FORTY FIVE (45) calendar days**.

It is understood that if the work is not completed within the time specified on the Notice to Proceed, or such extensions thereof as may be granted in accordance with the Specifications, the Contractor shall pay the Westmoreland County Housing Authority liquidated damages in the amount of one hundred dollars (**\$100.00**) for each and every consecutive calendar day thereafter, until the work shall be completed and accepted.

Enclosed is a depositor's check certified by (name of bank of deposit) or a bid bond executed by the Bidder and (name of surety) _____

in the amount of at least ten percent (10%) of the total amount bid, made payable to the **Westmoreland County Housing Authority** as a proposal guaranty which, it is understood, will be forfeited in case the Contractor fails to execute and return the Contract in accordance with the requirements of the Specifications.

TO BE FILLED IN IF ADDENDA ARE ISSUED:

The Bidder acknowledges the receipt of Addenda hereinafter enumerated, which have been issued during the period of bidding, and agrees that said Addenda shall become a part of this Contract. The Bidder shall list below the numbers and issuing dates of the Addenda received:

ADDENDUM NO. _____
ADDENDUM NO. _____

ISSUING DATE _____
ISSUING DATE _____

BID PROPOSAL:

The Bidder agrees to perform all of the construction work described and detailed in the Contract Specifications and Drawings for the lump sum of :

_____ Dollars.

(\$)_____. *(Bid to be rounded to nearest dollar amount.)*

Bid Amount shall be illustrated in words and figures. The amount shown in words shall govern over figures if a discrepancy exists.

As previously stated in the Information for Bidders, **Contract PA-18 VARIOUS LOCATIONS** shall be awarded to the lowest bid submitted by a responsible Bidder, as determined by the Owner, provided such bid falls within the financing ability of the Owner.

Bidder by submission of the above bid amount represents the project scope of work and bid documents have been thoroughly reviewed and evaluated including additional requests related to the interpretation or clarification of the design intent of the bid documents and acknowledgment of

Addendum(s), if applicable. **Each prospective bidder must review each site and assert they have performed their due diligence with reviewing existing site conditions for establishing quantities of work in preparing their bids.** Bidder represents that it has the knowledge, skill, labor, equipment and expertise to perform the work described and illustrated within the Contract Documents; that it understands that it must make reasonable inferences to determine portions of the work not illustrated within the Contract Documents that would insure a complete project meeting as a minimum industry standards for the particular assignment. Bidder further acknowledges the bid amount represents all costs for such inferences in its bid; and, that Bidder is not relying on representations from the Contract Documents for the purpose of determining the means, methods, sequences of procedures of performing the work.

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or other entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed

subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

The Owner reserves the right to reject any and all bids and to waive any informality in the bidding and Bidder understands and agrees to this right and reservation by submitting the above bid.

The Owner reserves the right to evaluate and hold all bids and bid securities for a period of **Ninety (90)** calendar days following the date of public opening; Bidder understands and agrees to this right and reservation by submitting the above bid. **Owner plans to conduct a pre-award meeting with the lowest responsible bidder to review construction means and methods, construction details, sequencing, etc. If an agreement of understanding cannot be reached between the owner and bidder on specific construction means and methods, construction detailing, product applications, materials of construction the owner may elect to reject the lowest bid.**

Upon acceptance of this bid at any time before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnished the required bonds and Insurance Certificates within ten (10) days after the Notice of Award.

BID EXECUTION:

Name of Bidder _____

Business Type _____ (Tax Filing Status)

Business Physical Address _____

Business Phone: _____

Business E.I.N. _____

By _____
(Signature of person authorized to sign bid) (Blue Ink)

Title _____

Corporate Seal:

Bid Submission Date: _____, 2015

SECTION 004113

BID TABULATION CONTRACT O1

**WESTMORELAND COUNTY HOUSING AUTHORITY
2020 OFFICIAL BID PROPOSAL - CONTRACT NO. 1**

The undersigned, having fully familiarized themselves with all aspects of the IFB, hereby proposes the following Parking Lot Rehabilitation Fee Proposal at the following locations:

**PA-18 VARIOUS LOCATIONS
2020 PARKING LOT REHABILITATION PROJECT FOR VARIOUS HOUSING RENTAL UNITS**

		<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>	<u>Item 5</u>	<u>Item 6</u>	<u>Item 7</u>	<u>Item 8</u>	<u>Item 9</u>	<u>Item 10</u>	<u>Item 11</u>	<u>Item 12</u>	<u>Item 13</u>	
HUD - PROJECT	LOCATION	CLEANING & SURFACE PREPARATION (LS)	MILLING (LS)	ASPHALT RESURFACING (LS)	CRACK SEALING (LS)	PAVEMENT SEALING (PMB) (LS)	SOFT SPOT HEAVY DUTY MILLING AND RESURFACING - BINDER AND WEARING COURSE (LS)	LINE STRIPING (LS)	HANDICAP PARKING STRIPING (LS)	HASHED LINE STRIPING (LS)	CURB MILL/ RESURFACE (LS)	CURB OVERLAY (LS)	HEAVY DUTY MILLING AND RESURFACING - BINDER COURSE ONLY (LS)	SPOT MILL/ RESURFACE (LS)	BID PRICE SUMMARY CONTRACT NO. 1
PA 18-28	LOWER BURRELL MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-27	NEW STANTON MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-40	DERRY TOWNHOUSES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
GENERAL NOTES:														TOTAL BID PRICE = \$	

Estimated quantities of work are provided for the bidder as a reference in the "Summary of Work" section of the Contract Documents. The Bidder is responsible for reviewing each site individually and assert that they have performed their due diligence with their review of existing site conditions for establishing quantities of work in preparing their bids. Each Bidder also acknowledges that this is a "Lump Sum" Bid and it is understood that the Westmoreland County Housing Authority has the right to award two separate contracts #1 and #2 as described or one (1) overall contract.

Signature (Contractor Representative)

Date

BID TABULATION 1 (CONTRACT 02)

**WESTMORELAND COUNTY HOUSING AUTHORITY
2020 OFFICIAL BID PROPOSAL - CONTRACT NO. 2**

The undersigned, having fully familiarized themselves with all aspects of the IFB, hereby proposes the following Parking Lot Rehabilitation Fee Proposal at the following locations:

**PA-18 VARIOUS LOCATIONS
2020 PARKING LOT REHABILITATION PROJECT FOR VARIOUS HOUSING RENTAL UNITS**

		<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>	<u>Item 5</u>	<u>Item 6</u>	<u>Item 7</u>	<u>Item 8</u>	<u>Item 9</u>	<u>Item 10</u>	<u>Item 11</u>	<u>Item 12</u>	<u>Item 13</u>	
HUD - PROJECT	LOCATION	CLEANING & SURFACE PREPARATION (LS)	MILLING (LS)	ASPHALT RESURFACING (LS)	CRACK SEALING (LS)	PAVEMENT SEALING (PMB) (LS)	SOFT SPOT HEAVY DUTY MILLING AND RESURFACING - BINDER AND WEARING COURSE (LS)	LINE STRIPING (LS)	HANDICAP PARKING STRIPING (LS)	HASHED LINE STRIPING (LS)	CURB MILL/ RESURFACE (LS)	CURB OVERLAY (LS)	HEAVY DUTY MILLING AND RESURFACING - BINDER COURSE ONLY (LS)	SPOT MILL/ RESURFACE (LS)	BID PRICE SUMMARY CONTRACT NO. 2
PA 18-15	PARNASSUS MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-13	LATROBE MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-19	GREENSBURG TOWNHOUSES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-4	KENSINGTON MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-4	KENSINGTON MANOR - CENTRAL TOWERS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 28-8-1	ARNOLD TOWERS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA-18-9	ARNOLD MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-11	McMURTRY TOWERS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-24	LOWER BURRELL TOWNHOUSES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-20	VANDERGRIFT TOWNHOUSES (POPLAR STREET)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-20	VANDERGRIFT TOWNHOUSES (EMERSON COURT)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
GENERAL NOTES:														TOTAL BID PRICE = \$	

Estimated quantities of work are provided for the bidder as a reference in the "Summary of Work" section of the Contract Documents. The Bidder is responsible for reviewing each site individually and assert that they have performed their due diligence with their review of existing site conditions for establishing quantities of work in preparing their bids. Each Bidder also acknowledges that this is a "Lump Sum" Bid and it is understood that the Westmoreland County Housing Authority has the right to award two separate contracts #1 and #2 as described or one (1) overall contract.

Signature (Contractor Representative)

Date

BID TABULATION 1 (CONTRACT 03)

**WESTMORELAND COUNTY HOUSING AUTHORITY
2020 OFFICIAL BID PROPOSAL - CONTRACT NO. 3**

The undersigned, having fully familiarized themselves with all aspects of the IFB, hereby proposes the following Parking Lot Rehabilitation Fee Proposal at the following locations:

**PA-18 VARIOUS LOCATIONS
2020 PARKING LOT REHABILITATION PROJECT FOR VARIOUS HOUSING RENTAL UNITS**

		<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>	<u>Item 5</u>	<u>Item 6</u>	<u>Item 7</u>	<u>Item 8</u>	<u>Item 9</u>	<u>Item 10</u>	<u>Item 11</u>	<u>Item 12</u>	<u>Item 13</u>	
HUD - PROJECT	LOCATION	CLEANING & SURFACE PREPARATION (LS)	MILLING (LS)	ASPHALT RESURFACING (LS)	CRACK SEALING (LS)	PAVEMENT SEALING (PMB) (LS)	SOFT SPOT - HEAVY DUTY MILLING AND RESURFACING - BINDER AND WEARING COURSE (LS)	LINE STRIPING (LS)	HANDICAP PARKING STRIPING (LS)	HASHED LINE STRIPING (LS)	CURB MILL/ RESURFACE (LS)	CURB OVERLAY (LS)	HEAVY DUTY MILLING AND RESURFACING - BINDER COURSE ONLY (LS)	SPOT MILL/ RESURFACE (LS)	
															BID PRICE SUMMARY CONTRACT NO. 3
PA 18-28	LOWER BURRELL MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-27	NEW STANTON MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-40	DERRY TOWNHOUSES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-15	PARNASSUS MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-13	LATROBE MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-19	GREENSBURG TOWNHOUSES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-4	KENSINGTON MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-4	KENSINGTON MANOR - CENTRAL TOWERS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 28-8-1	ARNOLD TOWERS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA-18-9	ARNOLD MANOR	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-11	McMURTRY TOWERS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-24	LOWER BURRELL TOWNHOUSES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-20	VANDERGRIFT TOWNHOUSES (POPLAR STREET)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
PA 18-20	VANDERGRIFT TOWNHOUSES (EMERSON COURT)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

GENERAL NOTES:

TOTAL BID PRICE = \$

Estimated quantities of work are provided for the bidder as a reference in the "Summary of Work" section of the Contract Documents. The Bidder is responsible for reviewing each site individually and assert that they have performed their due diligence with their review of existing site conditions for establishing quantities of work in preparing their bids. Each Bidder also acknowledges that this is a "Lump Sum" Bid and it is understood that the Westmoreland County Housing Authority has the right to award two separate contracts #1 and #2 as described or one (1) overall contract.

Signature (Contractor Representative)

Date

UNIT PRICE TABLE

Project No. 1885.09

**PA-18 Various Locations
2020 Parking Lot Rehabilitation Project for Various
Housing Rental Units**

W.C.H.A.

Date: July 2020

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST
	<u>PAVEMENT/MISC.</u>			
001	Cleaning & Surface Preparation (See note 1)	L.S.		
002	Milling	S.Y.		\$
003	Asphalt Resurfacing	S.Y.		\$
004	Crack Sealing (See note 1)	L.S.		
005	Pavement Sealing (PMB)	S.Y.		\$
006	Soft Spot - Heavy Duty Milling and Resurfacing - Binder and Wearing Course	S.Y.		\$
007	Line Striping	L.F.		\$
008	Handicap Parking Striping	EA.		\$
009	Hashed Line Striping	S.Y.		\$
010	Curb Mill/Resurface	L.F.		\$
011	Curb Overlay	L.F.		\$
012	Heavy Duty Milling and Resurfacing - Binder Course Only	S.Y.		\$
013	Spot Mill/Resurface	S.Y.		\$

NON-COLLUSION AFFIDAVIT

CONTRACT No. CONTRACT PA-18 VARIOUS LOCATIONS

STATE OF _____:

S.S

COUNTY OF _____:

I state that I am _____(Title) of

_____(Name of Firm)

being first duly sworn, deposes and says that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

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

By:

(Signature)

(Signatory's Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS

_____ day of _____, 2020.

(Notary Public)

My Commission Expires_____.

SECTION 004113.02 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly bound unto
_____ as Owner in the penal sum of
_____ dollars (\$ _____) for payment of which,
well
and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.
Signed, this _____ day of _____, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the Principal has submitted to the Owner a certain bid, attached hereto, and hereby made a part hereof, to enter into a Contract in writing for the
_____.

NOW THEREFORE,

- A. If said bid shall be rejected, or in the alternate,
- B. If said bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

In Presence of:

Witness

Witness

By:

Bidder (Principal)

Surety Name

Surety Address

Attorney-In-Fact (Signature)

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

SECTION 004113.03 STATEMENT OF BIDDER'S QUALIFICATIONS

CONTRACT No. CONTRACT : PA-18 VARIOUS LOCATIONS

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of bidder _____
2. Business address _____
3. When organized _____
4. Where incorporated _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. Financial statement: (To be provided if requested by WCHA)
7. Contracts now on hand, gross amount \$ _____
8. Type of Business Organization _____
9. Number of Full Time Employees: _____
10. Have you ever refused to sign a contract at your original bid price? _____
11. Have you ever defaulted on a contract? _____
12. Last Contract where Liquidated Damages were assessed: _____
_____ How Many Days Assessed _____
13. Will you, upon request, furnish any other information that the Local Authority may require? _
14. Does your company have a fully staffed office within 50 miles of the job site. Yes_____, No _____
15. Is your company capable of securing and providing payment and performance bonds to WCHA. Yes____ No _____

The undersigned hereby authorizes and requests any person to furnish any information requested by the Local Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____ this _____ day of _____, 2020.

(Name of Bidder)

BY: _____

SECTION 005213 CONTRACT
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

Twenty (2020) by and between _____ hereinafter called the "CONTRACTOR", and **Westmoreland County Housing Authority – 167 South Greengate Road, Greensburg, Pennsylvania 15601** hereinafter called the "WCHA".

WITNESSETH, THAT THE CONTRACTOR AND WCHA FOR THE CONSIDERATION STATED HEREIN MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1. STATEMENT OF WORK:

The Contractor shall furnish **2020 PARKING LOT REHABILITATION FOR VARIOUS RENTAL HOUSING SITES – CONTRACT NO. _____** in strict accordance with the specification for **CONTRACT: PA-18 VARIOUS LOCATIONS** and the drawings referred to therein, all as assembled by WCHA, which said Specifications, Addendum and Drawings are incorporated herein by reference and made part hereof.

ARTICLE 2. MINORITY BUSINESS PARTICIPATION:

Whereas, it is the policy of the **WCHA** to take positive steps to maximize the utilization of the Minority Businesses in its operations.

It is hereby required that the Contractor use his best efforts to carry out the Minority Business Enterprise Policy.

ARTICLE 3. THE CONTRACT PRICE:

The **WCHA** will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the Contract Sum of

Dollars (\$ _____). (Rounded to nearest dollar amount)

ARTICLE 4. CONTRACT DOCUMENTS:

The Contract shall consist of the following component parts:

- a. This Instrument
- b. General Conditions
- c. Special / Supplemental Conditions
- d. Technical Specifications
- e. Drawing(s)

This instrument, together with the documents enumerated in this Article 4, which said other documents are as fully as part of the Contract as if hereto attached or herein repeated, form the Contract. In event that any provision in any component part of the Contract conflict with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in any Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

ARTICLE 5. CONTRACT WAGES (DAVIS BACON DETERMINATION):

The wage rate determination included within this contract document specification supersedes any and all State or tribal prevailing wage rates that may exceed the established federal wage rate for this contract work project. All such State or Tribal wage rates are to be considered inapplicable. (Ref: HUD Notice PHIL-BALT H-89-01 issued Jan. 13, 1998 per Authority Federal Register dtd 8/10/88 24 CFR Parts 905, 941, 965 and 968). Note: Residential Wage Determination governs over Heavy/Highway Determination. If employment classification does not exist in Residential Determination then Heavy / Highway shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in **THREE (3)** original counterparts as the day and year first above written:

Attest:

Firm: _____

By: _____

Title: _____

Business Address:

Street

City / State / Zip

Attest:

Officer

WESTMORELAND COUNTY HOUSING AUTHORITY

By: _____

By: Michael Washowich, Executive Director/Contract

Title: _____

Business Address:

167 South Greengate Road
Greensburg, PA. 15601

SECTION 00600 PERFORMANCE BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS THAT _____,

Contractor, (Full Name and Business Address), hereinafter called **Principal**, and

_____, a Bonding Company, a corporation duly organized under the laws of the State of _____, hereinafter called **Surety**, are held and firmly bound unto **WESTMORELAND COUNTY HOUSING AUTHORITY**, as Obligee, in the amount of _____ Dollars (\$), **{100% of Contract Price}**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ 2020 entered into a contract with **WCHA** for the complete construction of Contract No. _____ **2020 Parking Lot Rehabilitation Project for various Rental Housing Sites** in accordance with drawings and specifications assembled by the **Westmoreland County Housing Authority, 167 South Greengate Road, Greensburg, PA. 15601**, which contract is by reference made a part hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration of extension provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by **WCHA** to be default under the Contract, the **WCHA** having performed **WCHA's** obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1.) Complete the Contract in accordance with its terms and conditions; or
- 2.) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the **WCHA** and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the **WCHA** and make available as work progress (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other cost and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by **WCHA** to Contractor under the Contract and any amendments thereto, less the amount property paid by **WCHA** to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the **WCHA** or successors of the **WCHA**.

Signed and sealed this _____ day of _____ 2020.

(Principal Name) (Seal)

(Business Address)

(Witness)

By: _____
(Principle Title)



(Surety Name)

(Surety Address)

(Witness)

By: _____
(Attorney-In-Fact)

SECTION 00610 LABOR AND MATERIAL PAYMENT BOND

CONTRACT No.: PA-18 VARIOUS LOCATIONS

BOND NO. _____

KNOW ALL BY THESE PRESENTS THAT :

_____, CONTRACTOR, hereinafter referred to as Principal, and _____, a Bonding Company, a corporation duly organized under the laws of the State of _____, as Obligee, hereinafter called **WCHA**, for the use and benefit of claimants as herein below defined, in the amount of _____, [Contract Sum x 100%]. Dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2020 entered into a contract with **WCHA**, for construction of Contract No. _____ **2020 Parking Lot Rehabilitation Project for Various Rental Housing Units** in accordance with drawings and specifications assembled by the **WCHA – 167 South Greengate Road, Greensburg, PA. 15601**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

The above-named Principal and Surety hereby jointly and severally agree with the **WCHA** that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The **WCHA** shall not be liable for the payment of any costs or expenses of any such suit.

No suit or action shall be commenced hereunder by any claimant:

- a.) Unless claimant, other than one having a direct contract with the Principal, shall have written notice to any two of the following: the Principal, the **WCHA**, or the surety above named, within ninety (90) days after such claimant did or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

- b.) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
- c.) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereinunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ 2020

 (Principal Name) (Seal)

 (Business Address)

 (Witness)

By: _____
 (Principle Title)

 (Surety Name)

 (Surety Address)

 (Witness)

By: _____
 (Attorney-In-Fact)

SECTION 00620 MAINTENANCE BOND

CONTRACT No. CONTRACT : PA-18 VARIOUS LOCATIONS

KNOW ALL BY THESE PRESENTS THAT we, the undersigned _____
_____ as PRINCIPAL, and _____
_____, a corporation organized and existing under the laws of the state of _____
_____, as SURETY, and just sum of _____
_____ DOLLARS (\$ _____),

lawful money of the United States of America, to pay to the said

_____ to which payment well and truly be made and done, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal, entered into a Contract with the said **WESTMORELAND COUNTY HOUSING AUTHORITY** dated this the _____ day of 2020 , for the **Contract No. _____ 2020 Parking Lot Rehabilitation Project for Various Rental Housing Units** upon certain terms and conditions mentioned in the said Contract, a copy of which is hereto attached, and made apart of hereof; and

WHEREAS, IT IS ONE OF THE CONDITIONS of said Contract that these presents be executed on or before the final acceptance of the Principal work to be performed under said Contract.

NOW, THEREFORE, the conditions of this obligation is such that if the above bounded PRINCIPAL shall remedy without cost to the said **WESTMORELAND COUNTY HOUSING AUTHORITY** any defect which may develop during a period of one (1) year from the date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgment of _____ of its successor having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this obligation shall be void, otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the said PRINCIPAL AND SURETY have duly executed this Bond under Seal the day and year first above written.

Signed and sealed this _____ day of _____ 2020

(Principal Name) (Seal)

(Witness)

(Business Address)

By: _____
(Principle Title)



(Surety Name)

(Surety Address)

(Witness)

By: _____
(Attorney-In-Fact)

SECTION 00630 CONTRACTOR'S CERTIFICATE & RELEASE OF LIENS

PROJECT: 2020 Parking Lot Rehabilitation Project for Various Rental Housing Units.

Contract: PA-18 Various Locations

From _____ to: Westmoreland County Housing Authority
(Contractor) (Owner)

REFERENCE: contract entered into the ___ day of _____, 2020, between the above parties referenced above for the **2020 Parking Lot Rehabilitation Project for Various Rental Housing Units.**

The undersigned hereby certifies that there is due from and payable by the **WCHA**, (Owner) to the Contractor, the balance of \$ _____ pursuant to the Contract and duly approved Change Orders and modifications.

The undersigned certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract.

That upon receipt of the final payment stated in Paragraph 1 hereof, the undersigned does hereby release the **WCHA** Property Owner from any and all claims arising under or by virtue of this Contract; provided, however, that if for any reason the (Owner) does not pay in the full amount stated in Paragraph 1 hereof, the unpaid amount will become the amount which the Contractor has not released.

(Contractor)

(Authorized Signature)

(Title)

(Date)

(To be notarized on page 2)

ACKNOWLEDGEMENT

State of _____ }

County of _____ }

Signed and sworn before me on this _____ day of _____, 20____.

Notary Public My Commission Expires: _____

SECTION 00640 SURETY STATEMENT FOR CONTRACTOR RELEASE OF LIENS

PROJECT: 2020 Parking Lot Rehabilitation Project for Various Rental Housing Units.

Contract: PA-18 Various Locations

In accordance with the provisions of the above Contract dated _____, 20____ between the
WCHA and _____[Contractor], of

_____ [Contractor Business Address] the

_____ [Surety Company] of said

_____ [Contractor]

providing surety on the bond of _____ [Contractor], after a careful
examination of the books and records of said contractor or after receipt of an affidavit from Contractor, which examination
or affidavit satisfies this company that all claims for labor, material and equipment rental have been satisfactorily settled,
except such as are included in a list attached hereto, hereby approves of the final payment of the said

_____ [Contractor] , and by these

presents witnesseth that payment to the contractor of the final estimate shall not relieve the Surety Company of any of its
obligations to the WCHA or have any claim for labor and material furnished as set forth in the said Surety Company's
Bond.

IN WITNESSTH WHEREOF, the said Surety Company has hereunto set its hand and seal this

_____ day of _____,
_____, 20____.

Corporate Seal

IN WITNESSTH WHEREOF, the said Surety Company has herunto set its hand and seal this

_____ day of _____, 20____.

(Corporate Seal)

(Witness)

POWER OF ATTORNEY MUST BE ATTACHED

ACKNOWLEDGEMENT

State of _____ }

County of _____ }

Signed and sworn before me on this _____ day of _____, 20____.

Notary Public My Commission Expires: _____

SECTION 00650 CERTIFICATION OF BIDDER

PROJECT: 2020 Parking Lot Rehabilitation Project for Various Rental Housing Units.

Contract: PA-18 Various Locations

Owner: Westmoreland County Housing Authority

The undersigned hereby certifies that he/she and/or his/her authorized representative has thoroughly reviewed and evaluated the Contract Documents to determine whether he/she needs clarification of the Contract Documents or additional interpretation of the intent of the Contract Documents to determine the bid and that he/she has requested any needed clarification prior to submitting the bid; that he/she has visited the job site and that he/she fully understands the scope of work and the conditions affecting the work; that he/she has taken field measurements and fully understands the nature of the Project and the quantities of labor and materials that are required.

Additionally, he/she certifies that he/she understands the scope of the required work and that his price includes all of the labor and materials required to complete the Project as contemplated by the Construction Documents.

Additionally, he/she certifies that he/she has read and fully understands the requirements of specifications sections "GENERAL CONDITIONS", "SUPPLEMENTARY CONDITIONS", and "SCOPE OF WORK" as well as all other sections that have or may have an influence upon the work.

NAME OF BIDDER _____

STREET ADDRESS _____

CITY, STATE _____ ZIP _____

AUTHORIZED SIGNATURE _____

DATE: _____

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. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

Clause		Page	Clause		Page
1.	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
Construction Requirements			28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
 - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
 - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
 - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
 - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
 - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
 - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
 - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
 - (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", or "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 of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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 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 no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

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

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

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

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for 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.

**SECTION 000710
SUPPLEMENTAL GENERAL CONDITIONS**

PART 1 - GENERAL

1.1 SCOPE

A. These Supplemental General Conditions amend or supplement the Standard General Conditions of the Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented shall remain in full force and effect.

1.2 AMBIGUITIES

A. In the event of an ambiguity or conflicting statement or intent within the Contract Documents, the following order of priority shall apply:

1. Detailed Drawings shall govern over General Drawings.
2. Stated dimensions shall govern over scaled dimensions.
3. Detailed Technical Specifications shall govern over Drawings.
4. Detailed Technical Specifications shall govern over Supplemental General Conditions.
5. Supplemental General Conditions shall govern over General Conditions.
6. General Conditions shall govern over Forms of Proposal.
7. Forms of Proposal shall govern over Information for Bidders.
8. Information for Bidders shall govern over Advertisement for Bids.

1.3 INSURANCE

A. This condition supplements the insurance requirements set forth in the General Conditions.

B. The Contractor shall provide insurance from an insurance company or companies licensed to conduct business in the Commonwealth of Pennsylvania.

C. The Contractor shall provide the following types of insurance:

Workman Comp	\$500,000
Commercial General Public Liability	\$500,000 - \$1,000,000
Property Damage	\$500,000 - \$1,000,000
Auto Liability	\$500,000 - \$1,000,000
Umbrella coverage	\$2,000,000
Builder's coverage	Actual Contract Cost

Builders Risk - Property Insurance: Builders Risk "All Risk." Only applicable to projects involving structures.

The limit of coverage shall correspond to the amount of the Contract less the agreed-to uninsurable portions of the work, as approved by the Owner. In cases of projects involving utility lines or other work on which Builder's Risk policies are normally not written, the Contractor shall furnish an "All-Risk" Installation Floater which provides coverage for all materials stored or installed. Such insurance may have a deductible clause, but the amount of the deductible shall not exceed One Thousand Dollars (\$1,000.00) and the deductible shall be paid by the Contractor.

- D. Liability insurance shall include all major divisions of coverage and shall be on a comprehensive basis including:
1. Premises - Operations including explosion-collapse-underground (X-C-U)
 2. Completed Operations
 3. Contractual - Including specified provisions for the Contractor's obligations under Article 24 of the General Conditions
 4. Owned, non-owned, and hired motor vehicles
 5. Broad form coverage for property damage
- E. Required insurance shall be written for not less than the aforementioned limits of liability or as required by law, whichever is greater.
- Completed operations insurance shall remain in force for at least ninety (90) days following the final acceptance of the work by the Owner.
- F. The Contractor's protective liability and all-risk insurance shall name the Owner, the Architect as "Additional-Insured."
- G. Certificate of Insurance: The Contractor shall submit, as directed by the Notice of Intent to Award, four (4) copies of the "Certificate of Insurance." The certificates are to be completed in each and every category by the Contractor's insurance company(s) and signed by an authorized agent(s) of the insurance company(s). The Contractor shall not commence any work under this Contract until such "Certificate of Insurance" is in the hands of, and approved by, the Owner.
- H. Public Liability and Property Damage Insurance: The Contractor shall take out and maintain, during the life of this Contract, sufficient comprehensive public liability and property damage insurance as will protect him and any subcontractor performing work covered by this Contract, from claims for damage, for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone

directly or indirectly employed by either of them. The property damage insurance shall cover both above ground and underground structures. Property damage liability coverage is to include C (collapse) U (underground) X (explosion) hazard insurance policies. The amounts of such insurance shall be as follows:

1. Comprehensive General Liability and Property Damage: The Contractor shall carry the Comprehensive Form of General Liability and Property Damage Insurance during the life of the Contract covering all risks itemized in the form for "Certificate of Insurance" provided for in this Contract. The limits shall be not less than \$1,000,000 Combined Single Limit.
The Contractor shall likewise take out and maintain either as separate policies or as a coverage included in said Public Liability and Property Damage Insurance during the life of this Contract, similar Public Liability and Property Damage Insurance in similar amounts in favor of the Owner, Engineer, Engineer's Consultant, and any Municipality or political sub-division within the bounds of which the Contract work is to be performed.
2. Comprehensive Automobile Liability and Property Damage: The Contractor shall carry the Comprehensive Form of Automobile Liability and Property Damage Insurance during the life of the Contract, "Certificate of Insurance" provided for in this Contract, and (a) Contractor's own automotive equipment (b) hired and non-owned vehicles. The limits shall be not less than \$1,000,000 Combined Single Limit.
3. Umbrella and/or Excess Liability: The Contractor shall carry Umbrella and/or Excess Liability Insurance during the life of the Contract covering all risks above the limits shown above. The limit shall be not less than \$2,000,000.
4. Indemnification:
 - a. The Contractor shall indemnify and hold harmless the Owner, its agents, employees, workmen, and servants from and against all claims, damages, losses, and expenses, including Attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.
 - b. In any and all claims against the Owner or any of its agents or employees of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph (1) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts, or other employee acts.

c. Any provision of subparagraph (1) in respect to indemnification which is prohibited or unenforceable by law in the State in which the work, or other performance described in this Contract, is cited shall be ineffective to this extent of such prohibition or unenforceability and shall not invalidate the remaining provisions of subparagraph (1) or this Agreement.

5. Workmen's Compensation Insurance: The Contractor shall carry Workmen's Compensation Insurance during the life of the Contract to insure his statutory liability to his employees in the state or states in which the work under this Contract is to be performed, plus \$500,000 Employer's Liability coverage and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded the Contractor.

6. In case any class of employees is engaged in hazardous work under this Contract at the site of the project and is not protected under Workmen's Compensation Statute, the Contractor shall provide adequate insurance coverage for the protection of his employees not otherwise protected. Proof shall be provided as requested by the Owner.

1.4 CONTRACTOR'S SCHEDULE

A. Unless written authorization is given to the Contractor or such work is required by unforeseen circumstances, the Contractor shall set and maintain a regular work schedule not to exceed forty (40) working hours per week.

1. The Contractor shall furnish a written schedule as required by the General Conditions.

B. Failure to maintain a regular schedule may result in back-charging of the Contractor for additional administrative or inspection expense caused by his irregular working hours.

1.5 CLAIMS

A. Should the Contractor be of the opinion, at any time or times, that he is entitled to any additional compensation whatsoever over and above the compensation stipulated in the Contract Documents, or for quantities or amounts over and above the quantities or amounts allowed or approved by the Owner or Architect for damages, losses, costs, or expenses alleged to have been sustained, suffered, or incurred by him in connection with the project herein contemplated, he shall, in order to permit examination by the Owner or Architect and in each instance, request this fact to be entered on the Inspector's "Daily Progress Report," and then promptly, or no later than five (5) days after such alleged damages, losses, costs, or expenses shall have been sustained, suffered, or incurred, make a written claim thereof to the Owner and Architect.

- B. The written claim shall give the time, date, and location in the work where the alleged damages, losses, costs, or expenses occurred and the estimated value thereof. Claims shall be delivered to the Owner and/or Architect by registered mail or receipted hand deliver. On or before the fifteenth (15) day of the calendar month succeeding that in which such alleged damages, losses, costs, or expenses shall have been sustained, suffered, or incurred, the Contractor shall file with the Owner a written, itemized statement of the details and the amount of such claim and statement shall be thus made and filed, in such instance, the Contractor's claim for such additional compensation shall be held and taken to be absolutely invalidated; and he shall not be entitled to any compensation on account of such alleged damage, loss, cost, or expense.
- C. The provisions of this subsection shall be held and taken to constitute a condition precedent to the right of the Contractor to recover. They shall also apply to all claims by the Contractor in any way relating to the complete project, even though the claims or work involved may be regarded as "outside the Contract."
- D. It is understood and agreed, however, that nothing contained in this subsection shall be held or taken to enlarge in any way the rights of the Contractor or the obligations of the Owner under the Contract Documents.

1.6 CONTRACT DRAWINGS

- A. A listing of the separately bound Contract Drawings which comprise a part of the Contract Documents is shown on Contract Drawing Title Sheet.

1.7 NON-DISCRIMINATION CLAUSE

- A. During the term of this Contract, the Contractor agrees as follows:
 - 1. The Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religion, creed, ancestry, national origin, age, or sex.
 - 2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
 - 3. The Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
 - 4. The Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

5. The Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every source of recruitment regularly utilized by the Contractor.
6. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that the Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
7. When the practices of a union or of any training program or other source of recruitment will result in the exclusion of a minority group person, so that the Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, the Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
8. The Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49, and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of the Contractor's non-compliance with the non-discrimination clause of this Contract or with any such laws, this Contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed, and remedies invoked as provided by the Contract Compliance Regulations.
9. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to §49.35 of these Regulations. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Contracting Agency.
10. The Contractor shall actively recruit minority subcontractors and women subcontractors or subcontractors with substantial minority representation among their employees.
11. The term used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
12. The Contractor's obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the Contract is for the purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

1.8 FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 O.S.H.A.

- A. All work under this Contract and these Contract Documents shall meet or exceed the minimum standards and requirements of the U.S. Department of Labor, Occupational Safety and Health Administration's Occupational Safety, and Health Regulations for Construction and Occupational Safety and Health Standards.

1.9 REMEDIES

- A. All claims, counter claims, disputes, and other matters in question between the Owner and the Contractor arising under or relating to, or arising in connection with this Contract, its breach, or termination thereof will be decided by a court of competent jurisdiction within the State and County in which the project is located.

- B. The Contractor shall not cause a delay of work, but shall maintain the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

1.10 MISCELLANEOUS

- A. Whenever any provision of the Contract Documents requires giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gave the notice.

- B. All Specifications, Drawings, and copies thereof furnished by the Owner or Architect/Engineer shall remain their property. They shall not be used on another project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to them on request upon completion of the project.

- C. The Contract Documents shall be governed by the law of the place of the project. This shall include, but not be limited to, PA State Act 317 regulating the award and execution of public Contracts.

- D. Unless otherwise provided in the Contract Documents, all materials and equipment shall be new.

1.11 PREVAILING WAGE REQUIREMENTS

- A. This Contract is governed by the conditions of the Federal Prevailing Wage Act. The Contractor shall meet the following requirements:

1. The general prevailing minimum wage rates, including contributions for employee benefits, must be paid to the workmen employed in the performance of the Contract. The Contractor shall pay no less than the wage rates as determined in the wage decision listed within this Contract Specification.
2. Workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in the section.
3. The Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all Subcontractors.
4. The Contractor shall insert in each of his Subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
5. No workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in these regulations shall be followed.
6. All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relations which may be alleged to exist between any Contractor, Subcontractor, or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Act, or these regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.
7. The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages.
8. The Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall be open at all reasonable hours for the inspection of the public body awarding the Contract and the Secretary or his duly authorized representatives.
9. The provisions of the Act and these regulations shall be incorporated by reference in the Contract.
10. CONTRACTOR SHALL TAKE NOTICE RESIDENTIAL DETERMINATION GOVERNS OVER THE HEAVY HIGHWAY DETERMINATION. IF AN EMPLOYMENT CLASSIFICATION IS NOT LOCATED IN THE RESIDENTIAL DETERMINATION THEN THE HEAVY / HIGHWAY DETERMINATION CAN BE USED.

END OF SECTION

SECTION 00720 - SPECIAL CONDITIONS

PART 1 – GENERAL

1.1 TIME FOR COMPLETION:

The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within **FORTY FIVE (45) consecutive** calendar days thereafter. Contract period may be extended due to weather conditions by mutual agreement between Owner and Contractor.

1.2 LIQUIDATED DAMAGES:

- a. As actual damages for any delay in completion are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the **WCHA** the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted:

\$ 100.00 per calendar day applicable to all work, all contracts.

- b. The **WCHA** may accept any part of the work if there has been such a degree of completion as will, in its opinion make such part reasonably safe, fit, and convenient for the use and accommodation for which it was intended.

It is the obligation of the Contractors each to coordinate their own work with that of each other. The **WCHA** is not responsible for the coordination of the work of any Contractor. If there is unexcused delay in completing the work of the general construction, the **WCHA** shall determine to what extent such delay, or any portion thereof, is chargeable to each such contractor. Liquidated damages in the full amount stated herein shall be assessed against each contractor to the extent he is responsible for such delay as determined by the **WCHA**.

1.3 COMMUNICATIONS:

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the Office of the Contractor stated on the signature page of the Contract (or at such other office as he may from time to time designate in writing to the **WCHA** or deposited in the U.S. Mail in a sealed envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such an office).
- c. All papers required to be delivered to the **Westmoreland County Housing Authority**, unless otherwise specified in writing to the Contractor, documents shall be delivered to the **Director of Arch. & Engineering Services, Erik Spiegel, 167 South Greengate Road, Greensburg, PA 15601** and any notice to or demand upon the **WCHA** shall be sufficiently given if so delivered or deposited in the U.S. Mail in a sealed envelope, postage pre-paid, or delivered with the charges pre-paid to any telegraph company for transmission to the said **Director of A & E Services**, at such address as, or to such other representatives of the **WCHA** or to such address as the **WCHA** may subsequently specify in writing to the Contractor for such purposes.

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

1.4 JOB OFFICES:

- a. The Contractor and his subcontractors shall maintain such offices and storage facilities on the site as may be necessary in the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The **WCHA** shall be consulted with regard to locations.

1.5 MINIMUM RATES OF PAY:

- a. A schedule of the minimum rates of pay applicable to this Contract is attached.
- b. No overtime work or weekend work shall be performed without the permission of Owner/ **WCHA**.
- c. All Contractors when first entering the project shall identify themselves with the project manager or maintenance supervisor.

1.6 CHANGE ORDERS:

- a. Any additions and/or deletions in scope of work which would constitute an increase in the contract amount must be initiated by **WCHA - Contracting Officer**. Contractors proceeding with extra work items without formal written approval of **WCHA - Contracting Officer** is strictly prohibited and contractors will take the risk on nonpayment for these extras, if he proceeds without written approval.
- b. The Contractor or Subcontractor is prohibited from placing a lien on the **Westmoreland County Housing Authority** property.

1.7 PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS:

- a. The company providing the required Performance and Labor and Material Payment Bonds must be listed in U.S. Treasury Circular No. 570 as a surety approved to issue bonds securing Government contracts in the Commonwealth of Pennsylvania.
- b. Upon a successful bidder's failure or refusal to execute and deliver to the **WCHA**, the contract agreement and/or a required performance bond, payment bond or any other applicable bond, and insurance certificate within a period of 10 days of written notification of the acceptance of the successful bidder's bid and the award of the contract, the successful bidder shall forfeit its bid security to the **WCHA** as liquidated damages.

1.8 **SALES AND USE TAX:**

- a. The contractor agrees to assign and transfer to the Owner all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this Contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this agreement. The Contractor agrees to include this language in any contracts with subcontractors.

1.9 **GENERAL CONTRACTOR – PROJECT SUPERINTENDENT :**

- a. Each prime contractor shall assign and designate an on site full time superintendent person as the "Quality Control Inspector". This person shall be in site during all working hours and be responsible to monitor and control quality of installations. The Quality Inspector shall provide daily written reports as to the progress of the job, listing such items as the location and description of work on a particular day, the results of the QC inspector's surveillance, and the results of any tests performed. Also document any verbal information given or received, discrepancies in the work or in the plans and specifications, or manpower usage, delays in the contractor's progress and safety problems.

1.10 **BID GUARANTY**

- a. Each prime contractor shall submit with his bid a bid guaranty in an amount not less than 10% of the total bid.

END OF SECTION

SECTION 00730
SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

PART OF GENERAL CONDITIONS
PROVISIONS AND PROCEDURES
PERTAINING TO BUSINESS OPPORTUNITIES FOR BUSINESS AND LOWER INCOME
PERSONS IN CONNECTION WITH FEDERAL ASSISTED PROJECTS IN COMPLIANCE WITH
SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

1.01 SEC. 41 PURPOSE AND SCOPE

- A. The regulations set forth in this contain the procedures established by the Secretary of housing and Urban Development for carrying out the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u.

1.02 SEC. 42 DEFINITIONS

- A. Section 3 covered project" means any non-exempt project assisted by any program administered by the Secretary in which loans, grants, subsidies, or other financial assistance are provided in aid of housing, urban planning, development, re-development or renewal, public or community facilities, and new community facilities, and new community development, except as provided under Title 24, Part 135, Section 135.5, paragraph. (M)

1.03 SEC 4.3 ASSURANCE OF COMPLIANCE

Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause:

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701c. Section 3 required that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- B. The parties to this contract agree to comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFE, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of, Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR--, the contractor will not subcontract where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

1.04 SEC.4.4BIDDING PROCEDURES

Prior to the signing of the contract, the contractor shall provide a preliminary statement of work force needs, (skilled, semi-skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signing of any contract between the contractor and subcontractors.

- A. Trainees
 - 1. The contractor or subcontractor shall fulfill his obligation to utilize lower income project area residents as trainees to the greatest extent feasibility by:
 - a. Utilizing the phases of the work to be performed under the Section 3 covered project, and;
 - b. Filing all vacant training positions with lower income project area residents except for those training positions which remain unfilled after a good faith effort has been made;
 - c. "Manpower Utilization Training Table" = See Appendix #1.
- B. Residents as Employees
 - 1. Each contractor and subcontractor shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:
 - 2. Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor needed to perform each phase of the Section 3 covered project.
 - 3. Identifying the number of positions currently occupied by regular, permanent employees.
 - 4. Identifying the positions not currently occupied by regular permanent employees.
 - 5. Establishing the positions identified in sub-paragraph 3) of this part, a goal which is consistent with this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area.
 - 6. "Work Force Needs Table" – See Appendix #1.
- C. Utilization of Businesses
 - 1. Each contractor and subcontractor undertaking work on a Section 3 covered project shall assure that, to the greatest extent feasible, contracts for work to be performed in connection with the project, are awarded to business concerns located within the Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered area.
 - 2. "Business Utilization Table" – See Appendix #2.

1.05 SEC. 4.5GOOD FAITH EFFORT

Each contractor and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing And Urban Development Act of 1968, as amended 12 U.S.C., 1701u, has been made to fill all training positions with lower income area residents; and fill all employment positions identified in Section 4.4, paragraph B, subparagraphs 3) and 4) shall:

- A. Attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site and community

organizations and public and private institutions operating within or serving the project area, such as State Employment Office, Opportunities Industrial Center (OIO), etc.

- B. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and employ such persons if otherwise eligible and/or qualified and if a vacancy exists. If no vacancies exist, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.
- C. Any contractor or subcontractor which fills vacant apprentice and trainee positions and/or employment positions, identified in subparagraph B above, but more specifically identified in Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, Part 135, Section 135.40 and Section 135.55, in his organization immediately prior to undertaking work pursuant to a Section 3 covered contract shall set forth evidence acceptable to the Secretary that its actions were not an attempt to circumvent these regulations.

1.06 EC. 4.6AFFIRMATION ACTION PLAN

- A. An Affirmative Action Plan pursuant to a Section 3 covered contract shall:
 - 1. Set forth the approximate number and estimated dollar value of contracts to be awarded to eligible business and entrepreneurs within each category over the duration of this contract.
 - 2. Ensure that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.
- B. Good Faith Effort

Each contractor and subcontractor seeking to establish that a good faith effort has been made shall, as a minimum, attempt to recruit from the appropriate areas, the necessary eligible business concerns through:

 - 1. Local advertising;
 - 2. Signs placed at the site;
 - 3. Community organizations, public and private institutions operating or serving within the project area such as P.A.C., OIC, etc.
- C. "Business Utilization Table"

See Appendix #1.
- D. "AAP Form"

See Appendix #2.

APPENDIX NO. 1 (MANPOWER UTILIZATION TABLE)

Occupation Category (write List)	Total Work Force	Skilled	Trained	No. Project Area Residents to be Utilized	
				Skilled	Trained
Totals					

1.07 EMPLOYMENT CERTIFICATION

- A. The Company hereby certifies that the above table () represents the appropriate number of employee positions required in the execution of _____ Contract No. _____ and also represents the number of lower income project area residents that the Company proposes to employ.
- B. The Company certifies that it will make a good faith effort to employ the number of low income employees stated above utilizing such community based organizations and service agencies as _____, Opportunities Industrialization Center (OIC); and on the site company posters.
- C. The Company certifies that the employee goals listed in the above table approximates the ration of lower income residents to the total population of the project area.

Company _____

By _____
Authorized Signature

Title _____

**APPENDIX NO. 2
AFFIRMATIVE ACTION PLAN FOR UTILIZATION
OF SECTION 3 PROJECT BUSINESS**

The company shall utilize business concerns located in Project No. _____ in contracting for work to be performed in connection with the completion of the contract. To this end, the Company shall require the services of companies in the project area engaged in the business of

Total Subcontractors (write List)	Subcontracts Dollar Amount	Proposed Section 3 Business Available	Total Subcontract to Section 3 Business
Totals			

Company _____

By _____
Authorized Signature

Title _____

1.08 SECTION 4.7 CERTIFICATION OF COMPLIANCE

The Contractor shall execute the Certificate of compliance and cause all subcontractors undertaking work in connection with this contract to furnish the same.

SECTION 3 CERTIFICATION

_____ will abide by and initiate in all their subcontracts to the greatest extent feasible the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C., 170 lu.

_____ Company

BY _____
Authorized Signature

END OF SECTION

SECTION 00810
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT STANDARD FEDERAL EQUAL
EMPLOYMENT CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE
ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participation in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 112465, of the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion, at all sites, and in all facilities at which the Contractor's employees are assigned to project. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what actions was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, a contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program area reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill its obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, to these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provision hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (i.e., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirements, contractors shall not be required to maintain separate records.,
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which established different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1987 and the Community Development Block Grant Program).

END OF SECTION

GENERAL REQUIREMENTS
&
TECHNICAL SPECIFICATIONS

WESTMORELAND COUNTY HOUSING AUTHORITY

**2020 PARKING LOT REHABILITATION
PROJECT FOR VARIOUS RENTAL
HOUSING UNITS**

CONTRACT : PA-18 VARIOUS LOCATIONS

SECTION 01100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Exhibits are attached at the end of these Specifications.

1.2 PROJECT DESCRIPTION

- A. The Project consists of resurfacing various Housing Authority Parking Lots by milling and resurfacing or sealing with Seal Master PMCTS, crack sealing, soft spot repair, surface cleaning/preparation (to include crack cleaning, weed killing, pressure washing and oil/gas spot primer) and line striping (for various hashed lines, parking stalls, no parking identifiers and handicap parking to include wheel chair stenciling). The public housing site parking lots proposed for rehabilitation are listed below with estimated quantities of work:
- B. The Work consists of (but is not necessarily limited to) the following work items including all related work for each HUD Unit Parking Lot:

CONTRACT NO. 1 – includes but not limited to asphalt / pavement rehabilitation, resurfacing, crack sealing, line striping, surface cleaning & preparation, curb overlay, and all incidentals required to complete the work for Project Sites 1, 2 and 3.

1. **PA 18-28 Lower Burrell Manor** - – soft spot repair approximately 28 SY, **Heavy Duty – Side Lot to Dumpster** Mill 5" Depth in front of dumpster and resurface with 3-1/2" of Superpave 25MM Binder Course 100 SY, Profile Mill approximately 2,225 SY to promote positive drainage into inlets, Remove and Replace Parking Bumpers 16 EA, Overlay entire surface with Superpave 9.5MM FG Wearing Course to a compacted depth of 1-1/2" 2,330 SY, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 1,400 LF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 2 EA, Line Striping of Hashed Lines (yellow paint) 2,150 SF, and any necessary site preparation required to complete the work.
2. **PA 18-27 New Stanton Manor** (includes Parking Lots "A" and "C", Community Room Parking Area and Entrance Road to all Parking Lots. **No work to be performed for Parking Lot "B"**) –, crack cleaning and sealing 1 LS, Spot Mill individual locations and resurface (1-1/2" depth) approximately 200 SY, **Heavy Duty – Lot "A" Soft-Spot - Mill 5" Depth in front of dumpster and resurface with 3-1/2" of Superpave 25MM Binder Course and 1-1/2" of Superpave 9.5MM FG Wearing Course 35 SY**, Mill section of curb and resurface approximately 20 LF, Overlay section of curb 30 LF, surface cleaning and preparation 1 LS, Seal Master (PMCTS Type) 4,660 SY, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 3,640 LF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 10 EA, Line Striping of Hashed Lines (yellow paint) 920 SF, and any necessary site preparation required to complete the work.

3. **PA 18-40 Derry Townhouses** (Includes Parking Areas and Entrance Road). – crack cleaning and sealing 1 LS, Spot Mill individual locations and resurface (1-1/2" depth) approximately 85 SY, **Heavy Duty – Turnaround Mill 5" Depth around portion of turnaround designated on exhibit and resurface with 3-1/2" of Superpave 25MM Binder Course and 1-1/2" of Superpave 9.5MM FG Wearing Course 300 SY**, Mill section of curb and resurface approximately 20 LF, surface cleaning and preparation 1 LS, Seal Master (PMCTS Type) 5,260 SY, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 3,440 LF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 5 EA, Line Striping of Hashed Lines (yellow paint) 1,355 SF, and any necessary site preparation required to complete the work.

CONTRACT NO. 2, includes but not limited to resurfacing, crack sealing, line-striping, surface cleaning & preparation, curb overlay, and all incidentals required to complete the work for Project Sites 4 through 14.

4. **PA 18-15 Parnassus Manor** – crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Seal Master (PMCTS Type) 1,660 SY, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 6,800 LF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 4 EA, Line Striping of Hashed Lines (yellow paint) 700 SF, and any necessary site preparation required to complete the work.
5. **PA 18-13 Latrobe Manor** – soft spot repair approximately 100 SY, crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Seal Master (PMCTS Type) 940 SY, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 800 LF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 3 EA, Line Striping of Hashed Lines (yellow paint) 240 SF, and any necessary site preparation required to complete the work.
6. **PA 18-19 Greensburg Townhouses/Fox Hill** - crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Seal Master (PMCTS Type) 1,020 SY, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 960 LF, and any necessary site preparation required to complete the work.
7. **PA 18-4 Kensington Manor** crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 1,280 LF, Line Striping of Hashed Lines (yellow paint) 200 SF, and any necessary site preparation required to complete the work.
8. **PA 18-4 Kensington Manor – Central Towers** crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 1,120 LF, Line Striping of Hashed Lines (yellow paint) 320 SF, Line Striping of handicap parking stall (blue paint) approximately 40 LF, Wheel Chair Stencil (blue paint) approximately 4 EA and any necessary site preparation required to complete the work.

9. **PA 28-8-1 Arnold Tower – Street Parking Only** crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 1,000 LF, Line Striping of Hashed Lines (yellow paint) 160 SF, Line Striping of handicap parking stall (blue paint) approximately, includes Wheel Chair Stencil (blue paint) approximately 2 EA and any necessary site preparation required to complete the work.
10. **PA 18-9 Arnold Manor** – crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Seal Master (PMCTS Type) 680 SY, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 1,600 LF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 2 EA, Line Striping of Hashed Lines (yellow paint) 260 SF, and any necessary site preparation required to complete the work.
11. **PA 18-11 McMurtry Towers** - crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 560 LF, Line Striping of Hashed Lines (yellow paint) 260 SF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 3 EA, and any necessary site preparation required to complete the work.
12. **PA 18-24 Lower Burrell Townhouses** - crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Seal Master (PMCTS Type) 1,750 SY, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 1,720 LF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 2 EA, Line Striping of Hashed Lines (yellow paint) 320 SF, and any necessary site preparation required to complete the work.
13. **PA 18-20 Vandergrift Townhouses (Poplar Street)** – crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Seal Master (PMCTS Type) 270 SY, and any necessary site preparation required to complete the work.
14. **PA 18-20 Vandergrift Townhouses (Emerson Court)** – crack cleaning and sealing 1 LS, surface cleaning and preparation 1 LS, Line Striping of parking stalls/no parking identification (white paint-20 FT stalls) approximately 640 LF, Line Striping of Hashed Lines (yellow paint) 160 SF, Line Striping of handicap parking stalls (blue paint), Includes Wheel Chair Stencil approximately 1 EA, and any necessary site preparation required to complete the work.

CONTRACT NO. 3 – includes but not limited to asphalt / pavement rehabilitation, resurfacing, crack sealing, line striping, surface cleaning & preparation, curb overlay, and all incidentals required to complete the work for ALL Project Sites 1 thru 14.

- C. Estimated quantities of work are provided for the bidder as a reference in the "Summary of Work" section of the Contract Documents. The Bidder is responsible for reviewing each site individually and assert that they have performed their due diligence with their review of existing site conditions for establishing quantities of work in preparing their bids. **Each Bidder also acknowledges that this is a "Lump Sum" Bid and it is understood that the Westmoreland County Housing Authority has the right to award two separate contracts #1 and #2 as described or one (1) overall contract.**
- D. Each prospective bidder must review each site and assert that they have performed their due diligence with reviewing existing site conditions for establishing quantities of work in preparing their bids.

1.3 GENERAL CONDITIONS OF THE CONTRACT

- A. The "General Conditions of the Contract" bound herewith are a part of the Specifications for all construction and shall apply to each subheading of the Specifications.
- B. All Contractors will be held to have examined all "Instructions to Bidders", "Conditions of Contract" which apply to all branches of the Work and all Contractors will be bound by the provisions contained therein.

1.4 EXAMINATION OF THE SITE AND PLANS

- A. **IMPORTANT NOTICE:**
Before submitting their bid prices, the Contractor shall visit the project site, to compare their bid with the requirements set forth within Contract Bid Documents and note anything, which will affect the proposed work. **FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR FROM PROVIDING PRICES BASED ON COMPLETE AND APPROVED SERVICE AND INSTALLATION WORK.** The Contractor shall verify all material quantities contained in the specifications at the site.
- B. Contractors shall contact Mr. Erik Spiegel – WCHA Director of A&E Services to arrange site inspections. Contact information is: 724-832-7248 ext. 3056 and 724 640-4596 Cell.

1.5 PRE-BID CONFERENCE

- A. A Pre-Bid Conference will be held prior to bidding.

1.6 PRE-AWARD CONFERENCE

- A. Prior to award of the Contract, a site meeting will be held at the site covering planning, scheduling, means and methods for constructing the Project and to address any questions, issues, raised or identified during the bid phase related to any contract document discrepancies that may exist.
- B. The Pre-Award Conference will be scheduled with the lowest responsible bidder prior to the awarding of the contract. Attendance at the conference is mandatory and will be limited to: Owner, Contractor & Superintendent. The conference is intended to clarify and review HUD documentation, WCHA documentation associated with payment requests, certified payrolls, submittals, schedules,
- C. The Contractor shall furnish to the Owner a list of proposed subcontractors, suppliers, and manufacturers for approval prior to the Pre-Award Conference.

1.7 WORK SEQUENCE

- A. The Work shall be scheduled and conducted in cooperation with the Owner to provide the least possible interference to the activities of the Owner's personnel and the tenants.
- B. Subcontractors (if applicable) shall submit to the General Contractor information of his or her respective work sequencing and schedule for coordination. General contractor to compile each contractor's information into a comprehensive construction schedule and submit to Owner within 14 days of start of construction.
- C. Work sequence is to take into consideration seasonal weather conditions for work items to be performed.

1.8 WCHA DISCLAIMER FOR EXTRA COSTS

- A. The Westmoreland County Housing Authority (WCHA) or the Architect/Engineer will not be responsible for added Contractor's costs resulting from failure or delay to obtain any or all material on a timely basis, necessary to complete the work as specified.
- B. Any scope changes involving extra costs will be deemed valid only by an agreement in writing signed by the WCHA and the Architect authorizing such changes or extra in advance of work being executed by the Contractor.
- C. Material and labor needed to complete each phase of work to ensure the complete and satisfactory installation of the entire job and permit operation of essential systems, shall be planned and executed without additional charges to the WCHA.

1.9 PERMITS, APPROVALS, INSPECTIONS ETC.

- A. The Owner will obtain the required building permits. (Not required)
- B. The Owner will coordinate and pay for all required municipal inspections. (Not required)

1.10 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner and tenant occupancy and use by the public.
 - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Keep roadways, driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and the tenants at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.11 PROTECTION OF WORK

- A. Material and work in progress shall be protected at all times from damage by persons or weather and all damaged items made good before final acceptance, without additional cost to the WCHA.
- B. Any material lost or stolen from the job site shall be made good by the Contractor at his expense. It shall be the Contractor's responsibility to provide suitable storage for all material stockpiled for use on this project.
- C. Contractor shall take all precautions to avoid damage to existing facilities. Contractor will restore all damaged items to their original condition or better at his expense.

1.12 OWNER OCCUPANCY

- A. Full Owner/tenant Occupancy: The Owner/tenant will occupy the site and existing buildings during the entire construction period. Cooperate with the Owner/tenant during construction operations to minimize conflicts and facilitate Owner/tenant usage. Perform the Work so as not to interfere with the Tenant / Owner's operations.

1.13 BARRICADES, BARRIERS, AND PROTECTION

- A. The Contractor shall erect and maintain any and all necessary railings, fences, temporary roofs and enclosures or other construction for purposes of protecting the buildings and/or personnel and the public during and after working hours. Warning lights or lanterns shall be supplied, maintained and kept operative at all times that any hazard exists.
- B. The Contractor shall maintain a work site area that complies with all applicable OSHA regulations.

1.14 GENERAL DIRECTIONS

- A. The Contractor shall examine all requirements related to his work and be fully informed as to the extent of his contract plans.
- B. The Contractor shall make a maximum effort to protect the comfort and safety of the tenants and to not cause unreasonable inconvenience to the same.
- C. The Contractor shall maintain clean work conditions as required in the specifications and shall expedite removal of all rubbish, surplus material and trash.

- D. The Contractor shall be required to dispose of all refuse in a timely manner and utilize his own containers. Do not use the existing tenants' dumpster containers for rubbish disposal. The Contractor shall at his expense make provisions for timely rubbish/trash removal as a result of work on this project. Contractor shall maintain clean working conditions at all times during construction to avoid injuries to maintenance personnel or tenants. Site cleanup shall be done at the end of each workday.

1.15 COORDINATION WITH MAINTENANCE/ SERVICE PERSONNEL/TENANTS/REFUSE PICK UP

- A. Contractor shall insure that full coordination and cooperation with maintenance and service personnel in order to permit operation of essential systems and services are maintained during the course of work on this Project. The WCHA shall not be liable for extra costs due to the Contractor's disregard for this requirement.
- B. **Each successful bidder must provide notification to each HA premise a minimum 48 hours in advance prior to any work being performed. Notification may include the posting of signs visible to tenants entering and exiting the HA premise.**
- C. **Each successful bidder must coordinate all work efforts around refuse pick up times in order for work to be performed without any conflicts. Schedules are available for you by contacting the HA bid administrator.**

1.16 ELECTRICAL SERVICE DURING CONSTRUCTION

- A. The Contractor **may not** use electrical receptacles from common areas for work on this Project.

1.17 STANDARD OF QUALITY

- A. The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or equivalent", they shall be subject to equals only as approved by the Architect.

1.18 COMPLETION DATE

- A. The Contractor shall commence work under this contract within **10** days after receiving "Notice to Proceed" by the Owner. The completion time for all work is **forty five (45)** calendar days from the date of "Notice to Proceed".
- C. Scheduling of all work shall be done through the Project Office. During the Pre-Award Conference, contractor work will be discussed and clarified. It is hereby made clear that time is of the essence for the completion of the Work on this Project and it will take the cooperation of the contractors and all parties involved to expedite the completion.

1.19 DRAWINGS AND SPECIFICATIONS

- A. The local Authority will furnish to the Contractor upon request two (2) copies of drawings and specifications without charge.

1.20 SUBMITTALS

- A. The Contractor shall submit samples and shop drawings of pertinent material to be furnished for approval by the Owner or Architect. Approved samples shall be standard for materials furnished. Submit six (6) copies of all shop drawings for approval, which three (3) reviewed shop drawings will be returned.
- B. All submittals must be reviewed, stamped approved, and signed by the Contractor before submission to the Architect's or Engineer's office for review. No submittal will be reviewed by the Owner or Architect's office without this approval.

1.21 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. The material used shall be delivered to the job site in original unopened packages with contents legibly indicated. Any materials stored on site shall be kept dry and protected from damage until ready for use.

1.22 JOB OFFICES

- A. The Contractor and his subcontractors may maintain an office, storage, and toilet facilities on the site as may be necessary in the proper conduct of the Work. These shall be located so as to cause no interference to any work to be performed on the site. The WCHA shall approve locations.
- B. Upon completion of the Project, or as directed by the WCHA or Architect/Engineer, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the Contract.

1.23 GUARANTEE

- A. The Contractor shall be responsible for submitting to the Owner at completion all manufactures guarantee certificates required and contractor guarantees for all general workmanship and materials against defects for a period of one year from date of completion.

1.24 STATE WAGE PRE-EMPTION

- A. Any State wage rate that exceeds the corresponding Federal wage rate as contained within these specifications is inapplicable and shall not be enforced.

1.25 OWNER'S PROTECTION

- A. The Contractor shall protect the local authority against any and all claims arising out of the performance of the contract, including damages to tenant owned items.

1.26 REQUIRED INSURANCE COVERAGE

- A. All Contractors and subcontractors shall submit to the WCHA, with other contract documents, Certificates of Insurance for required coverage as stated in the General Conditions.

1.27 LIQUIDATED DAMAGES

- A. **Liquidated damages for failure to complete the contract on time:** For each calendar day as specified in the Contract, that any Work remains uncompleted after the contract time (including all extensions and adjustments as provided in Clause 33 of the General Conditions of the Contract), the sum specified as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered, as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the Work in the time provided in his contract. The Liquidated Damages assessment for this Contract shall be **One Hundred Dollars (\$100.00)** per day.
- B. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of his rights under the Contract.

1.28 AS-BUILT DRAWINGS

- A. Each Contractor shall maintain and document construction changes, etc. on site working copy of drawings. A final "as-built" set of drawings is to be provided to the WCHA at completion of Work.

1.29 INSTALLATION OF MATERIALS

- A. **All materials and means and methods shall be installed in strict accordance with the manufacturer's printed installation instructions and construction details, unless otherwise directed in writing by the Owner or Architect/Engineer**

1.30 LIMITATION OF LIABILITY

- A. Bidder is skilled and experienced in the use and interpretation of drawings and specifications. He has carefully reviewed the drawings and specifications for this Project and found them free of ambiguities and sufficient for bid purposes. Further, he has carefully examined the site of the work and, from his own observations, has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials, and the difficulties likely to be encountered and other items, which may affect the performance of the work.

Contractor has based their bid solely on these documents and observations and has not relied in any way on any explanation or interpretation, oral or written, from any other source. Therefore, the bidder agrees to limit the liability of the Owner and Consulting Architect/Engineer for his professional negligence, errors, or omissions, to a total aggregated liability to him of \$25,000. However, bidder in no way assumes liability for the negligence, errors, or omissions of the Owner or Consulting Architect/Engineer.

1.31 SAFETY

- A. Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Job-Site Safety shall be the sole responsibility of the General Contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe work environment for the facility's occupants including residents, staff, and visitors.
- B. Contractor shall install all required safety control measures to meet OSHA Requirements.
- C. Material Safety Data Sheets (MSDS) must be located on the site at all times.

1.32 WORKMANSHIP & QUALITY ASSURANCE

- A. All work shall be of the highest quality and in strict conformance with the manufacturer's published specifications and to the WCHA satisfaction.
- B. A quality control / site supervisor shall be on the job site at all times during construction and when subcontractors will be on site.

1.33 WARRANTY

- A. General Construction and Material warranties not covered by a specific manufacturer's warranty shall cover a period of one year from the established date of substantial completion.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION

SECTION 01250

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. **General Conditions - Section 28** will govern over the administration of Contract Modifications with this specification intended to further clarify proposed procedures associated with Contract Modifications should changes be warranted.

1.2 MINOR CHANGES IN THE WORK

- A. Owner and/or Architect/Engineer may issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time. Directives given to contractor will be documented on a regular basis within the weekly Job Conference Meeting Minutes, and/ or Construction Correspondences.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Owner - Construction Inspector or Director of A&E Services will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Owner are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within five (5) business days after receipt of Proposal Request, Contractor shall submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include overhead and profit as separate line items.

- e. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 3. Owner will evaluate Contractors proposal against an Independent Cost Estimate generated by Architect and will issue an SF-30 Change Order Form if change order proposal is accepted.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include overhead and profit as separate line items.
 6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 7. **Owner will evaluate Contractors proposal against an Independent Cost Estimate generated by Architect and will issue an SF-30 Change Order Form if change order proposal is accepted. If Contractor proposal is not acceptable, Owner will attempt to negotiate a compromise.**

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Change Order Proposal will be transmitted on an SF-30 Contract Form, signed by the WCHA-Contracting Officer. The WCHA-Contracting Officer is the only entity of the WCHA who can approve a contract change order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Section 01300
SUBMITTALS

Part 1- GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE

- A. Contractor upon notice of award shall proceed to prepare submittals described herewithin and in accordance with the General Conditions and revise and resubmit as necessary to achieve compliance with the contract requirements. Owner recommends to Contractor to start the submittal process as soon as the notice of award is issued, which is prior to the issuance of a Notice to Proceed.
- B. The following submittals required to be submitted shall be sent to the **WCHA - Owner**, attention **Mr. Erik Spiegel, Director of A&E Services, 154 South Greengate Road, Greensburg, PA. 15601** by the Contractor with a letter of transmittal identifying each item.
- C. Submittal(s) and associated data must be reviewed and "stamped" approved prior to submittal to the **Owner** to insure that all data is complete, accurate and complies with the requirements of this project. Any data that is submitted without the Contractor's review and "Stamp" will be rejected in total, without review by the **Owner**, and returned to the Contractor for re-submittal. Delays in project completion as a result of non-compliance with this requirement will be the responsibility of the Contractor, and any costs or penalties incurred as a result of same shall be borne by the Contractor.
- D. Satisfactory review by the **Owner** must be obtained prior to release for order or fabrication unless specifically approved otherwise by the **Owner** in writing. Failure to comply will result in rejection of any material or equipment not completely in conformance with the Contract Documents.

1.3 SUMMARY

- | | |
|------------------------------------|---|
| A. Submittal Procedures | F. Samples |
| B. Construction Progress Schedules | G. Manufacturer's Installation Instructions |
| C. Proposed Products List | H. Manufacturer's Certificates |
| D. Shop Drawings | |
| E. Product Data | |

1.4 SUBMITTAL PROCEDURES

- A. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or Supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals as required to expedite the Project, and deliver to the Owner of record.
- E. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- F. Provide space for the Owner of Record review stamps.
- G. When material is re-submitted, identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- I. Submittals not requested will not be recognized or processed.
- J. Coordination: Contractor shall coordinate the preparation and processing of submittals with performance of construction activities.
 - i. Prior to each submittal, Contractor shall review and coordinate all aspects of each item being submitted. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity, before submission to Owner or Architect.
 - ii. Contractor shall stamp, sign and/or initial all submittals certifying that he or she has reviewed and verified the products submitted meet or exceed the project specifications.
 - iii. Retain subparagraph and associated subparagraph below if one submittal has an impact on another submittal. Submittals that require concurrent review should be so indicated in those Sections.
 - iv. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - v. Owner or Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- K. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- i. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - ii. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - iii. Resubmittal Review: Allow 15 days for review of each resubmittal.
- L. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- M. Coordinate first paragraph and subparagraph below with office policy. Marking numerous copies of submittals can be time consuming.
- N. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- i. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- O. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form.
- P. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- i. Note date and content of previous submittal.
 - ii. Note date and content of revision in label or title block and clearly indicate extent of revision.
- Q. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- R. Use for Construction: Use only final submittals with mark indicating "Approved" taken by Architect.
- T. Upon substantial completion of the Project, and prior to final payment, submit the following data in accordance with the General Conditions as modified by the Supplemental Conditions:
- 1. Bound copies of all guarantees/warranties. (3 Copies)
 - 2. Bound copies of all maintenance manuals. (3-Copies)
 - 3. Corrected, as-installed, reproducible plans. (1-Copy)
- Note: Electronic Format copies, if available, is recommended and requested.

All shall be submitted in accordance with the General Conditions of the Contract as modified by the Supplemental Conditions.

PART 2 - PRODUCTS

- A. **General:** Prepare and submit Submittals required by individual Specification Sections.
- B. **Product Data:** Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 - 4. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. **Shop Drawings:** Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.

- I. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 - D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
 - F. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
 - 1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.

PART 3-EXECUTION

3.1 INSTRUCTION OF WCHA MAINTENANCE PERSONNEL

- A. General: Instruct the WCHA – Maintenance personnel in the correct and safe means of maintaining materials, and of operating and maintaining equipment and related systems.
 - 1. Arrange for each installer of Work requiring continuing maintenance or operation to meet with Owners personnel at Project Site to provide basic instructions needed for operation and maintenance of Work. Include instruction by manufacturer's representatives where installers are not expert in the procedures.
 - 2. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, emergency procedures, cleaning and similar procedures, and facilities.
 - 3. Review maintenance and operations in relation with applicable Warranties and Guarantees, agreements to maintain bonds, and similar continuing commitments.
- B. Schedule instructions through the WCHA -Construction Inspector or Director of A/E Services.

3.2 SUBMITTAL ADMINISTRATION:

- A. Contractor shall Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor shall stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- C. Owner or Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- D. Owner or Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- E. On advice of counsel, select appropriate terms for action stamp and insert term and explanation of each action taken in subparagraph below. See Evaluations.
- F. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- G. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial Construction Managers schedule in duplicate within fifteen (15) days and/or as requested by WCHA – Director of A/E Services, after the date of Notice to Proceed (NTP).
- B. Revise and re-submit as requested.
- C. Submit updated schedules with each Application for Payment, identifying and highlighting changes since previous version.
- D. Submit a Gantt chart (readable by Microsoft Project 2000) with separate line for each major section of Work or operation, identifying first day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner.

3.4 PROPOSED PRODUCTS LIST

- A. Within fifteen (15) days and/or as requested by Owner, after date of Notice To Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

3.5 SHOP DRAWINGS

- A. Submit a total of six (6) copies and/or as requested by Owner, three copies will be retained.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above.

3.6 PRODUCT DATA

- A. Submit six (6) copies and/or as requested by Owner, three will be retained.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

3.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral

- parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finish from the full range of manufacturers' standard colors, textures and patterns for selection by the Owner.
 - C. Include identification on each sample, with full Project information.
 - D. Submit the number of samples specified in individual specification sections; three of which will be retained by the Engineer of Record.
 - E. Reviewed samples, which may be used in the Work, are indicated in individual specification sections.

3.8 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Owner.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

3.9 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer to the Owner (3 copies).
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate. (3 copies)
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Owner. (3 copies).

END SECTION

SECTION 01420

REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey action on Contractor's submittals, applications, and requests.
- C. "Directed": A command or instruction by Owner and/or Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

IAPMO International Association of Plumbing and Mechanical Officials

ICC International Code Council

ICC-ES ICC Evaluation Service, Inc.

UBC Uniform Building Code
(See ICC)

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE Army Corps of Engineers

CPSC Consumer Product Safety Commission

DOC Department of Commerce

DOD Department of Defense

DOE Department of Energy

EPA Environmental Protection Agency

HUD Department of Housing and Urban Development

NIST National Institute of Standards and Technology

OSHA Occupational Safety & Health Administration

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board
CFR	Code of Federal Regulations Available from Government Printing Office
FED-STD	Federal Standard (See FS)
FS	Federal Specification Available from Department of Defense Single Stock Point
UFAS	Uniform Federal Accessibility Standards Available from Access Board

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Section:
 - 1. Contract Drawings and Contract Specifications, including General, Supplemental, and Special Conditions and Division 1 Various Sections for limitations on work restrictions and utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- B. Water and Sewer Service from Existing System: Water is available from fire hydrant with approval from the Municipal Authority of Westmoreland County. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is **not** available for use.

1.3 INFORMATIONAL SUBMITTALS

- A. Plan of Construction: Contractor shall indicate in a narrative format a plan to address electrical needs, temporary sanitary facilities, any applicable temporary facilities, utility hookups, staging areas, storage needs etc. .

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Coordinate with **WCHA – Construction Inspector** concerning the scheduling of owner and/or municipal inspections required by authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Contractor shall coordinate with WCHA – Construction Inspector concerning the location of temporary facilities and use of WCHA – Facilities. WCHA reserves to right to make final determinations on selected location of temporary facilities and use limitations of WCHA facilities.
- B. Contractor shall take notice WCHA will endeavor to provide temporary power if capacity is available. If WCHA determines Temporary Electric services cannot be provided Contractor shall provide other means of energizing its equipment, at no additional cost to the owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Work Zone Fencing Enclosure shall be installed around cranes, equipment staging areas, where WCHA residents and general public can be injured by falling debris, construction equipment, materials, etc. Fencing shall be constructed of Portable Chain-Link Fencing: PVC – Fencing of sufficient structural integrity to keep persons from entering the restricted work zones.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Not Required for the Contract.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
- C. Sanitary Facility: Contractor shall provide a commercially constructed restroom “Port-a-john” for use by employees. Facilities shall be kept odor free, secure and emptied on a weekly basis.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance and as agreed upon by **WCHA – Construction Inspector**.

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will not be permitted.
- B. Electric Power Service: Connect to Owner's existing electric power service if capacity is available. Maintain equipment in a condition acceptable to Owner. Coordinate with WCHA-Inspector

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use of on-street parking will need to be used by construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.
- D. Waste Disposal Facilities: **Contractor shall remove and dispose of all waste materials daily from each site.**
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction, equipment, staging areas, storage areas. Provide secured entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction or WCHA – field directives for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Section:
 - 1. 01330 Submittals
 - 2. General Conditions
 - 3. Technical Division Specifications

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Owner or Architect Action: If necessary, Owner or Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Contractor will be notified of approval or rejection of proposed comparable product request within [14] days of receipt of request, or [7] days of receipt of additional information or documentation, whichever is later.
 - a. Use product specified if Owner or Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to Divisions 2 through 16. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 1 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Owner will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Owner or Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700

CUTTING AND PATCHING

1. GENERAL:

1.1 SUMMARY

A. This Section establishes general requirements pertaining to cutting, excavating, coring, fitting, and patching of the Contracted Work in existing or new WCHA facilities (structures) required to:

1. Saw cut and excavate the limits of disturbance identified in the contract drawings including: roadway, concrete walkways, curbs, patios ...
2. Uncover work to provide for removal, installing, inspecting, or both, of ill-timed work;
3. Remove and replace work not conforming to requirements of the Contract Documents; and
4. Remove and replace defective work.

B. RELATED WORK:

1. Documents affecting Works of this Contract include, but are not necessarily limited to, the GENERAL CONDITIONS, DIVISION 1 •GENERAL REQUIREMENTS and other Sections of the Project Manual.
2. In addition to other specified requirements, the CONTRACTOR shall, upon the OWNER'S or Architect's request, uncover work to provide for inspection by the Owner or Architect of uncovered work and remove samples of installed materials for testing.
3. Do not cut or alter Work performed under separate Contracts without the Owner's or Architect's written permission.

1.2 SUBMITTALS

A. Request For Owner's or Architect's Consent:

1. Prior to cutting which effects structural safety, submit written request to the Owner or Architect's for permission to proceed with cutting.
2. Submit, to the Owner and/or Architect, for approval, the method(s) of cutting and patching, and protection plan for each. Submit structural calculation, prepared by a Pennsylvania State licensed Engineer, as directed by the Owner or Architect.

3. Submit all Shop Drawings or submittals as required by other Sections of the Project Manual.
4. Should conditions of the Work or schedule indicate a required change of materials or methods for cutting and patching, so notify the Owner or Architect/Engineer and secure written permission prior to proceeding.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
- B. The safety provisions of applicable laws, building and construction codes shall be observed. **PA One Call shall be performed before any excavation is performed.**
- C. For each finish surface condition prepare a representative mock-up area which shall be completely cleaned and finished for review by Owner or Architect/Engineer. Approval shall be obtained before proceeding with additional cutting and patching work.
- D. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity.
- E. Obtain approval of the cutting and patching proposal before cutting and patching any structural elements.
- F. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- G. Obtain approval of the cutting and patching proposal before cutting and patching any operating elements.
- H. If no depiction of existing detail of existing improvements or conditions is made on the Drawings or in the Project Manual, it shall be the Contractor's responsibilities to provide necessary site investigations including testing, potholes, exposure, etc. to obtain site information at no additional cost to the WCHA. Contractor shall submit site information as part of the submittal. Contractor shall repair all testholes, exposures, etc. as part of the Contract.
- I. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Owner's or Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

2. PRODUCTS :

2.1 MATERIALS

- A. **General:** Use materials that are identical to existing materials. If identical materials are not available, or existing materials do not meet codes or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials. Submit method of repair including lapping, splicing and joining of new and existing materials.
- B. For replacement of items removed, use materials complying with pertinent Sections this Project Manual.

3. EXECUTION :

3.1 SURFACE CONDITIONS

- 1. Inspect existing conditions, including elements subject to movement or damage prior to the Bid, during cutting, excavating, patching, and backfilling.
- 2. Identify all existing utilities, protect and maintain service to occupied areas in accordance with GENERAL REQUIREMENTS.
- 3. Obtain required shear tests for existing [concrete] [brick] materials.] (If applicable)
- 4. Obtain required weldability test on existing steel. (If applicable)]
- 5. Unless specified otherwise, inspect and determine location of existing rebars in masonry and/or concrete walls or flooring prior to cutting.
- 6. After uncovering the work, inspect conditions affecting installation of new work.
- 7. If uncovered conditions are not as anticipated, immediately notify in writing the Owner or the Architect/Engineer secure needed directions.
- 8. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the work. Provide duplicate copy of shoring permit and plan to the Owner or Architect prior to start of Contracted Work.

3.3 PERFORMANCE

1. Perform cutting and demolition by methods, which will prevent damage to other portions of the Contracted Work and provide proper surfaces to receive a proper installation of repair and new work.
2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes noted in the Technical Sections of the Project Manual.
3. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible, review proposed procedures with the original installer. If CONTRACTOR does not concur with the original installer's recommendations, CONTRACTOR shall notify the Owner and/or Architect and request instructions.
4. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Impact tools are not to be used in the building. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
5. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces, or spaces.
6. Cut through concrete and masonry using a cutting machine such as a diamond tipped or carborundum saw or diamond core drill. Use methods or locations that could avoid cutting the rebars. All cut rebars, approved by the Owner or Architect shall be rounded off any sharp edges and dabbed with a coat of protective coating against rusting.
7. Unless specified otherwise, all cut floor or roof ledgers and blockings shall be repaired, spliced and installed with approved steel connectors. If necessary, install new double wooden ledgers or blocking without additional cost to the WCHA.
8. Unless specified otherwise, all cut ceiling framing members shall be repaired or replaced with new framing members to the satisfaction of the Owner or Architect. Re-install all ceiling, mechanical grills, and lighting fixtures affected by the cutting and repairs.
9. Unless specified otherwise, all existing masonry walls shall be removed to the nearest grout joint. All removed masonry units shall be protected, salvaged and reused.

10. **Patching:** Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
11. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
12. 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.
13. All existing masonry wall shall be repointed and regouted to the nearest wythe joint to match existing.
14. Restore all building insulation and fireproofing to match existing thickness and conditions.
15. Restore complete [caulking], [sealer], [waterproofing] etc. to achieve maximum performance as required at no additional cost to the WCHA.

3.3 CLEANING

1. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

3.5 TESTING

Arrange with local authorized agencies and test all existing utility services, mechanical and plumbing systems, fire and life systems affected by the cutting and patching.

END OF SECTION

SECTION 01770
CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

This section includes administration and procedural requirements for contract closeout, including but not limited to, the following:

- A. Requirements preparatory to final inspection.
- B. Final inspection.
- C. Warranties
- D. Acceptance of the Work and final payment.

1.2 REQUIREMENTS PREPARATORY TO FINAL INSPECTION

- A. The Contractor shall request a final inspection to determine the state of completion of the Work after the following has been completed:
 - 1. Prepare a list of items to be completed and corrected (contractor generated - punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 9. Complete final cleaning requirements, including touchup painting.
 - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. The request for final inspection shall be made in writing, addressed to the Owner and/or Architect, at least seven days in advance of the requested date of the preliminary inspection.

- C. The Owner and/or Architect / Engineer will perform the final inspection within three days of the requested date.

1.3 FINAL INSPECTION

- A. When all requirements of the above list have been completed, the Contractor shall request the final inspection to determine eligibility for issuance of the Certificate of Substantial Completion.
- B. The request shall be made in writing, addressed to the Owner and/or Architect, at least seven days in advance of the requested date of the final inspection. The owner and / or Architect will endeavor to perform said inspection within 3 days of the requested date.
- C. The Contractor shall be represented by its principal superintendent and such Subcontractors and Suppliers as may be necessary to verify the completion of the Work including punch list items.
- D. Depending on the extensiveness of the punch list items, certain elements of the Work may be scheduled separately for final inspection at appointed times.
- E. If the Work has been substantially completed in accordance with the Contract Documents, and only minor corrective measures are required, the Owner will proceed to issue a Certificate of Substantial Completion, based upon the Contractor's assurance that remaining corrective measures will be completed within the shortest practicable time period usually 30 days. A Final Inspection punch list will be attached to the Certificate of Substantial Completion. A fixed schedule for such corrective measures shall be submitted to the Owner, for approval.
- F. If the Work has not been substantially completed in accordance with the Contract Documents, and corrective measures are still required, a new punch list will be prepared
- G. The date of the Certificate of Substantial Completion will establish the completion date of the Work, or portions thereof as specifically referenced in the Certificate, and for determining liquidated damages and start of warranty periods.

1.4 WARRANTIES

- A. Contractor shall deliver to the Owner a contractors warranty in a form of a Maintenance Bond covering the remaining materials and workmanship for a period of 12 months starting on the date of substantial completion.

1.5 ACCEPTANCE OF THE WORK AND FINAL PAYMENT

- A. Upon completion and acceptance of the Substantial Completion punch list items, the Owner will formally accept the Work.
- B. Acceptance of the Work will be made in accordance with the General Conditions. Final payment will be made in accordance with of the General Conditions.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

B.

PART 3 – EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural

weathering of exterior surfaces. Restore reflective surfaces to their original condition.

- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- h. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
- i. Leave Project clean and ready for occupancy.

END OF SECTION

SECTION 01781

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections:
 - 1. General, Supplemental and Special Conditions
 - 2. Divisions 2 through 16 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit ONE set of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Final Submittal: Submit ONE paper copy or PDF electronic files of marked-up record prints.
- B. Record Product Data: Submit one paper bound copy and one PDF electronic file copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Owner representative. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2.2 RECORD SPECIFICATIONS

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

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders, record Specifications,] and record Drawings where applicable.
- B. Format: Submit record Specifications as ONE paper copy, or scanned PDF electronic file(s) of marked up paper copy of Specifications.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit record Specifications as ONE paper copy, or scanned PDF electronic file(s) of marked up paper copy of Specifications.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents Owners representative reference during normal working hours.

END OF SECTION