

Project Manual

CAPITAL FUND PROGRAM (CFP)

ROOF REPLACEMENT AT PAMRAPO GARDENS ANNEX (12-6A) 30 EAST 50TH STREET, BAYONNE, NEW JERSEY

**THE HOUSING AUTHORITY OF THE
CITY OF BAYONNE
549 AVENUE A
BAYONNE, NEW JERSEY 07002**



**Issue for Bid
12/11/2024**

ARCHITECT'S PROJECT NO. 2625-03

Lothrop
Associates Architects Inc.

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
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HOUSING AUTHORITY OF THE CITY OF BAYONNE

CAPITAL FUND PROGRAM (CFP)

ROOF REPLACEMENT AT PAMRAPO GARDENS ANNEX (12-6A) 30 EAST 50TH STREET, BAYONNE, NEW JERSEY

PROJECT DIRECTORY

OWNER: Housing Authority of the City of Bayonne
549 Avenue A
Bayonne, New Jersey 07002

ATTN: John Mahon
Executive Director
(201) 339-8700
FAX: (201) 436-0990

ARCHITECT: Lothrop Associates Architects Inc.
333 Westchester Avenue
White Plains, New York 10604

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Architect's Project No. 2625-03

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SECTION 000003 - LIST OF DRAWINGS

The List of Drawings dated **December 11, 2024** indicated below contain, in addition to the work outlined in the Specifications Sections of the Project Manual, information required to perform the work of the contract.

LIST OF DRAWINGS:

ARCHITECTURAL

A000.00	COVER SHEET
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SECTION 001000 - INVITATION TO BID

Notice is given hereby that

THE HOUSING AUTHORITY OF THE CITY OF BAYONNE, hereinafter called "Owner" will accept bids for:

**THE HOUSING AUTHORITY OF THE CITY OF BAYONNE
CAPITAL FUND PROGRAMS (CFP)
ISSUED FOR BID
ROOF REPLACEMENT AT**

**PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.**

The Housing Authority of the City of Bayonne, the Awarding Authority (the "Owner") will receive sealed bids for this work in accordance with contract documents prepared together with such addenda as may be issued to the date of the receipt of the bids.

Parties interested in submitting a Sealed Bid may retrieve a detailed Bid Package, which more fully states the requirements of the Bid from the Authority's website at www.bayonneha.org/bids beginning on **December 11, 2024**. Any questions can be directed to epacyna@bayonneha.org.

Bids must be received no later than **TUESDAY, JANUARY 14, 2024 AT 11:00 PM** prevailing time at the office of the Housing Authority of the City of Bayonne, at the address set forth above, **549 Avenue A, Bayonne, NJ 07002** in order to be considered. Bids must be submitted in a sealed envelope, addressed to the Authority, as directed by the Specifications. Envelopes shall contain, on the exterior, the designation of the contract for which the bid is entered, and the name, address and telephone number of the Bidder. An original and two (2) copies should be submitted.

A walkthrough will be conducted on December 20, 2024 at 1:00 PM at the Pamrapo Gardens Annex parking lot located at 30 East 50th Street. Access to the buildings at any other time is restricted and wholly at the owner's discretion.

Parties choosing to submit their bids via the United States mail are required to have the mail delivered prior to the appointed bid opening time. Proper consideration must be given to allow for weekends and holidays.

The Authority reserves the right to waive any informality in any bid or bids, to reject any and all bids, and to accept such bid or bids and to make such awards as may be in the best interest of the Authority.

Bids will be awarded only to the corporation or other entity in whose name the qualifications or other documentation is submitted. Corporate affiliates, subsidiary or parent corporations or related entities are not automatically qualified.

Each bid shall be accompanied by a Bid Bond issued by a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, or by certified check in the amount called for in the Specifications, made out to the Housing Authority of the City of Bayonne. Bids must also be accompanied by the

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affidavits, etc., referred to in the Instructions to Bidders. Regardless of whether a Bid Bond or Certified Check is submitted for bid guarantee, each bidder must submit a Consent of Surety also from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, stating that it will issue the necessary performance and maintenance bonds should the bidder enter into contract for this work with the Housing Authority of the City of Bayonne.

The Invitation for Bid and the contract awarded to it comply with the fair and open process, established and further defined by N.J.S.A. 19:44A-20.7. Consequently, the provision of N.J.S.A 19:44A-20.5 and N.J.S.A 19:44A-20.26, as to campaign contributions, do not apply to the Invitation to Bid and the contract to be awarded hereunder.

Each Bidder must submit, with its Bid, security in the amount indicated below. No bidder may withdraw its Bid for a period of sixty (60) days after the actual date of opening thereof without the consent of the Authority.

<u>Amount of Bid</u>	<u>Bid Guarantee</u>
Up to \$200,000	10% of Bid
\$200,000 to \$400,000	\$20,000
Over \$400,000	5% of Bid

All Bidders are hereby notified that compliance with the most recently published and applicable Davis-Bacon Wage Requirements will be required in the performance of any contract awarded.

All Bidders are hereby notified that compliance with the business registration provisions of P.L. 2004, c. 57, as subsequently amended by P.L. 2009, c. 315, will be required at time of bid submission or thereafter in the performance of any contract awarded.

The successful Bidder will be required to obtain a Performance Bond for the full amount of the Contract and a Maintenance Bond for a percentage of the construction cost as defined in the specifications, both from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570.

Bidders and the successful Contractor and his subcontractors will be required to comply with Affirmative Action Regulations of the State of New Jersey, stipulated in N.J.S.A. 10:5-31-38, and to comply with Chapter 33 of the Public Laws of 1977 and with the requirements of Public Law of 1975, Chapter 127, and N.J.A.C. 17:27 "Law Against Discrimination", current regulations, as well as all federal Affirmative Action Programs.

All Bidders, including corporations, partnerships, and sole proprietorships, must submit a Statement of Ownership.

The project is being executed with funds provided by the U.S. Government through Department of Housing and Urban Development.

John T. Mahon, Executive Director
Housing Authority of the City of Bayonne

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SECTION 002000 - INSTRUCTIONS TO BIDDERS

1. THE WORK

**THE HOUSING AUTHORITY OF THE CITY OF BAYONNE
CAPITAL FUND PROGRAMS (CFP)
ISSUED FOR BID
ROOF REPLACEMENT AT**

PAMRAPO GARDENS ANNEX (12-6A)
30 EAST 50TH STREET, BAYONNE, NEW JERSEY

2. SECURING DOCUMENTS

Copies of the proposed Contract Documents may be obtained from the Housing Authority of the City of Bayonne.

3. BID FORM

In order to be considered, prepare bids in strict accordance with the following:

- A. **SUBMIT BID DOCUMENTS IN DUPLICATE (blue pages + one (1) photocopy).**
 - B. **ALL PAGES PRINTED ON BLUE PAPER SHALL BE SUBMITTED WITH THE BID.**
 - C. Prepare bids on the forms provided in **Section 003000**, properly signed and with all items filled out. Two sets are provided. Fill out and submit both. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. If alterations by erasure or interlineation are made for any reason, explain over such erasure or interlineation with a signed statement from the bidder.
 - D. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
 - E. Address bids to the Owner and deliver to the address given in the invitation to bid on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that his/her bid is received on time.

4. INSURANCE

- A. Contractor shall provide insurance as indicated in the General Conditions of the Contract.
 - B. The following types of insurance shall be provided:

a. Workers Compensation:

Mandatory Coverage

b. Commercial General Liability Insurance:

\$ 1,000,000.00

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c. Automobile Liability Insurance: \$ 500,000.00

C. Contractor and each sub-contractor shall furnish required certificates of insurance prior to commencement of work.

5. CONSTRUCTION TIME & LIQUIDATED DAMAGES

A. This Agreement will include a stipulation that the work shall be completed not later than:

All contract work shall be completed within One Hundred Twenty (120) calendar days after issuance of Notice of Proceed (NTP).

B. This Agreement will include a stipulation that liquidated damages shall be assessed in the following manner:

\$ 500.00 per Calendar Day for each calendar day after the above Completion Time.

C. The sequence of work, which is to be performed, shall be submitted to the Owner and Architect for approval prior to commencement of work. See **Section 013400 Submittals and Scheduling** for Construction Schedule requirements.

6. MANDATORY CONSTRUCTION CONTRACT DISPUTE PROCEDURES

Disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication.

Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into.

7. PRE-BID CONFERENCE

A. Walkthroughs will be conducted individually and by appointment before the BID submission date. Please call Michael Pacyna at 201-339-8700 and press 2 for the maintenance department, or e-mail mpacyna@bayonneha.org. Access to the buildings at any other time is restricted and wholly at the owner's discretion.

END OF SECTION 002000

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

- (e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.
- (f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- (g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.
- 9. Bid Guarantee** (applicable to construction and equipment contracts exceeding \$25,000)

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

10. Assurance of Completion

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

- [] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;
- [] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;
- [] (3) a 20 percent cash escrow;
- [] (4) a 25 percent irrevocable letter of credit; or,
- [] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

2. Contractor's Responsibility for Work

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

3. Architect's Duties, Responsibilities, and Authority

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

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

(b) Approval of equipment and materials.

- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

The 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.

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- (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.

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within 120 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

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

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

Favian Diaz

Name: _____

Owner

Title: _____

Date: _____

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 500.00 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.

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- (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 MBE-A - MBE POLICY STATEMENT

It is the policy of the HOUSING AUTHORITY that Minority Business Enterprises shall have the maximum opportunity to participate in the performance of contracts and purchases of supplies or services in federally funded assisted programs, funded in whole or in part by the Department of Housing and Urban Development.

A Minority Business Enterprise (MBE) is defined as one which is at least 51% owned, controlled, and actively operated by one or more persons who are classified as part of a racial or ethnic minority group. These groups include but are not limited to persons who are citizens or lawful permanent residents of the United States of America and are Black, Hispanic, Asian Pacific, or Native Americans.

To ensure that MBE's are afforded the maximum opportunity to participate in Public Housing Programs funded by the Department of Housing and Urban Development, the HOUSING AUTHORITY has developed an MBE Program which establishes the objectives, assigns staff responsible for implementing the MBE Program and provides for the maintenance of records and reports required.

END OF SECTION MBE-A

SECTION MBE-B - MINORITY BUSINESS ENTERPRISE PARTICIPATION

APPENDIX I BID SPECIFICATION

GOALS FOR MBE PROGRAM

It is the policy of the Federal Government that minority businesses shall have the maximum feasible opportunity to participate in the performance of contracts performed under the Federal L.I.P.H. Modernization Program.

The Contractor agrees to use his best efforts to carry out this policy through award of contracts and subcontracts to minority business enterprises to the fullest extent, consistent with efficient performance of this contract. As used in this contract, term "minority business" means a business at least 51% of which is owned and controlled by minority Group members; or in the case of a publicly-owned business, at least 51% of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are one or more socially or economically disadvantaged persons. Such persons include, but not limited to: Blacks, Hispanics, American Indians, Eskimos and Aleuts. The Minority ownership must exercise actual day-to-day management.

Each Contractor must fully comply with the requirements, terms and conditions of the U.S. HUD Minority Business Enterprise (MBE) requirements and the statements of HUD policy of April 14, 1981, including the goals established for minority business participation during the performance of this contract. The Contractor commits himself to the performance of positive efforts to achieve the goals for minority business participation contained herein and submitting a properly signed bid.

The Contractor will appoint a company executive to assume the responsibility for the implementation of such requirements, terms and conditions.

The prime Contractor agrees that he will make good faith efforts to subcontract at least 20% of the total value of the contract to minority business. For the purpose of this program, the term "subcontract" includes all agreements for construction, modification and service work, and supplies. Contracted for the prime Contractor in the prosecution of the work under this contract. Although it is not made a requirement herein for HUD approval of a contract that a contractor in fact meet or exceed these goals in its contracting, the Contractor will be required to objectively demonstrate to the grantee prior to contract approval and also during contract performance that he has exerted positive efforts to meet these goals. Notwithstanding the fact that a Contractor may have the capability to complete the total project with his own workforce and without the use of subcontractors, each Contractor will still be required to take positive efforts to subcontract to minority firms a share of the work consistent with the goals. These requirements are also applicable to bidders who are themselves minority owned enterprises.

AGE STUDIES, SURVEYS AND REPORTS

1. The Contractor shall cooperate with the grantee in studies and surveys of the Contractors minority business enterprise.
2. The Contractor shall maintain records showing, (a) awards to minority businesses: and (b) specific efforts to identify and award subcontracts to minority businesses.
3. The Contractor shall submit periodic reports of subcontracting to known minority businesses in such form and manner and at such time (not more often than quarterly) as the grantee may prescribe.

SPECIFIC GOOD FAITH EFFORTS

The Contractor shall be deemed to be in compliance with the requirements, terms and conditions of the HUD Minority Business Enterprise Policy and Program, constitutes a commitment that he will make every good faith effort to meet such goals. No Contractor shall be found to be in noncompliance solely on account of the Contractors failure to meet these goals. But he shall be given the opportunity to objectively demonstrate to the grantee that he has instituted all the specific affirmative action steps specified under HUD MBE Policy and Program and made every effort to make these steps work toward the attainment of his designated goals of allowing minority business enterprises maximum feasible opportunity to participate in subcontracting and sub-agreements under this HUD funded project.

CONTRACTOR NON-COMPLIANCE

Contractors who fail to achieve their commitments to the goals for minority business participation must have engaged in affirmative participation, which is supported by documentation at least as extensive as the following:

1. Documentation of efforts to extend opportunities to MBE's such advertisement in minority trade association newsletters and minority owned media, no less than (15) days before MBE responses are due for specific subcontracting that would be anticipated to result as least in a degree of MBE participation equal to the percentage goals for MBE utilization specified for the contract.
2. Documentation showing that the work to be subcontracted was segmented to the extent consistent with the size and capability of minority-owned firms in order to provide reasonable subcontracting opportunities.
3. Copies of solicitation letters inviting quotes or proposals from minority business enterprise, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from minority firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are not acceptable, as such letter generally to not bring responses. Such letters should be postmarked no later than fifteen (15) days before MBE responses are due.

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4. Documentation of good faith negotiations with those MBE's from whom responses were received in an effort to reach a mutually acceptable price. Where the MBE participation was unsuccessful due to failure to agree on price, the bidder must document that the subcontractor selected for the work segment, was lower than that the MBE and that the work segmented so contracted was the same work segment under the negotiations with the MBE, and not a reduced portion thereof.

The foregoing documentation should be provided on or as an addition to the Form attached hereto.

END OF SECTION MBE-B

SECTION MEE – MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(REVISED 10/08)

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

CONSTRUCTION CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in

accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals.

The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (8) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201)

provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

END OF SECTION MEE

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SECTION 003000 - BID PROPOSAL FORM

TO: **HOUSING AUTHORITY OF THE CITY OF BAYONNE**
hereinafter called "Owner"

FROM: (Bidder's Name) Favian Diaz

(Bidder's Firm) Master Build & Design

(Address) 400 Broadway Ste 104, Long Branch, NJ 07740

(Tel. #) 732-313-0727 (Fax #) 1 732-358-2155

1. **BASE BID**

The undersigned, having examined the proposed Contract Documents titled:

**THE HOUSING AUTHORITY OF THE CITY OF BAYONNE
CAPITAL FUND PROGRAMS (CFP)
ISSUE FOR BID
ROOF REPLACEMENT AT**

**PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.**

and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the Work as required by said proposed Contract Documents for the stipulated sum of

DOLLARS (\$ _____)

2. **ALLOWANCE**

Per Conditions of the Contract, the following Allowances shall be included in the Contract amount, unless modified by the signed Agreement.

None

Refer to Section 010200 – ALLOWANCES for more information

3. **UNIT PRICES**

In addition to the Base Bid, the bidder shall provide unit prices (including labor, material, equipment, overhead and profit) for the following items in accordance with Section 010400 “Unit Prices”:

None

Refer to Section 010400 – UNIT PRICES for more information

3. **TIME FOR COMPLETION**

If awarded the Contract for Construction, the bidder agrees to complete the Base Bid work described in the Bid Documents within **120 calendar days**.

4. The undersigned understands and agrees to that the submitted bids shall remain open and unchanged for a period of not less than sixty (60) days after the day of the bid opening.
5. The undersigned understands and agrees to comply with and bound by Instructions to Bidders issued for this Work.
6. The undersigned acknowledges receipt of Addenda:

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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7. Enclosed with this bid security in the amount of not less than 5% of the bidder's proposed Contract Sum for each bid.
8. The undersigned acknowledge that the firms listed below shall be ALL the sub-contractors who shall participate in this project. Failure to list ALL sub-contractors shall disqualify the Bidder.

N/A

BIDDER:

() Master Build & Design _____
() by Favian Diaz _____
() Address 400 Broadway Ste 104 _____
() Seal Long Branch, NJ 07740 _____
License number 13VH12477300 _____
License type Home Improvements _____

Type of business entity:

Corporation

(Corporation, co-partnership, individual, etc.)

Individual members of the firm:

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President of corporation Favian Diaz

Secretary of corporation Mariana Quinaud

Corporation organized under laws of the State of New Jersey

 Bid dated this _____ day of
 , 20_____

END OF SECTION 003000

SECTION 003050 - BID DOCUMENT SUBMISSION CHECKLIST

Name of Local Contracting Unit

(Name of Construction/Public Works Project)

(Project or Bid Number)

- A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.**
 (NJSA 40A: 11-23.2)

Required with
 Submission of Bid
 (Owner's checkmarks)

Initial Each Item
 Submitted With Bid
 (Bidder's Initials)

<input checked="" type="checkbox"/>	A bid guarantee as required by HUD Form 5369	
<input checked="" type="checkbox"/>	A certificate from a surety company, pursuant to NJSA 40A: 11-22	
<input checked="" type="checkbox"/>	A statement of corporate ownership, pursuant to NJSA 52:25-34.2	
<input checked="" type="checkbox"/>	A listing of subcontractors as required by NJSA 40A: 11-16	
<input checked="" type="checkbox"/>	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s).	

- B. Failure to submit the following documents may be a cause for the bid to be rejected.**
 (NJSA 40A: 11-23.1b)

Required with
 Submission of Bid
 (Owner's Checkmarks)

Initial Each Item
 Submitted with Bid
 (Bidder's Initials)

Required with
 Submission of Bid
 (Owner's Checkmarks)

Initial Each Item
 Submitted with Bid
 (Bidder's Initials)

<input checked="" type="checkbox"/>	A Certified Financial Statement prepared within the last twelve months.	
<input checked="" type="checkbox"/>	Consent of Surety as to a Labor and Material Payment Bond	
	Statement of compliance with NJSA 45: 14C-2(b) (licensed master plumber)	
<input checked="" type="checkbox"/>	State of NJ Dept. of Labor Public Works Contractor Registration Act Certificate	

<input checked="" type="checkbox"/>	Consent of Surety as to maintenance bond as required by NJSA 40A: 11-16.3b.	
<input checked="" type="checkbox"/>	Submission of a Non-Collusion Affidavit (This form must be notarized)	
<input checked="" type="checkbox"/>	Certification of Bidder Showing that Bidder owns, leases or controls any necessary equipment.	
<input checked="" type="checkbox"/>	NJ State Department of the Treasury Business Registration Certificate for Bidder.	

- C. Failure to submit the following documents may be a cause for the bid to be rejected.**

Required with
 Submission of Bid
 (Owner's Checkmarks)

Initial Each Item
 Submitted with Bid
 (Bidder's Initials)

<input checked="" type="checkbox"/>	All blue pages contained within Specifications	
-------------------------------------	--	--

- D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder: Master Build & Design

By Authorized Representative: Favian Diaz

Signature: _____

Print Name and Title: Favian Diaz Owner

Date: _____

END OF SECTION 003050

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(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, [X] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [X] 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) [X] 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, [X] 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) [X] 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)

[X] Black Americans [] Asian Pacific Americans

[X] 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, [X] 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, [X] 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)

Favian Diaz

(Typed or Printed Name)

Owner

(Title)

Master Build & Design

(Company Name)

400 Broadway Ste 104, Long Branch, NJ 07740

(Company Address)

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 Controlling Participant(s) of Covered Projects <i>(See instructions)</i>		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 Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:

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 controlling participant(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 mortgagor;
 - b. The controlling participants 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 controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants 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 controlling participants 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 controlling participants 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 controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants 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 controlling participants 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 controlling participants 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 controlling participants 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 controlling participants 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 controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(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 Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **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. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' 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"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other (attach memorandum)
Signature of authorized reviewer		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 the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

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 Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your 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 Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

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 listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

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 in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) 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 controlling 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 controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants 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.

Purpose: The information collected by form HUD-2530 is required for principals applying to participate in multifamily programs to become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility, and eligibility.

Routine Use: The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

Disclosure: Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

SORN ID/URL:<https://www.govinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf>

Public reporting burden for this collection of information is estimated to average three 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.

**CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.**

LAA No. 2625-03

SECTION 003100 - CERTIFICATE OF EXPERIENCE

Date: _____

Master Build & Design hereby certifies that the following work has been performed by our firm within the last five (5) years:

Name of Bidder: Master Build & Design

By: Favian Diaz

Title: Owner

THIS FORM SHALL BE COMPLETED BY BIDDER AND SUBMITTED WITH THE BID PROPOSAL. (BLUE PAGES)

END OF SECTION 003100

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

SECTION 003200 - STATEMENT OF BIDDERS QUALIFICATIONS

All questions shall be answered, and the date given shall be clear and comprehensive. This statement shall be signed and notarized. Attach additional pages as needed.

1. Name of Bidder: Master Build & Design

2. Name of Principals: Favian Diaz

3. Names/Titles of Authorized Agents:
Favian Diaz - Owner

4. Permanent Main Office Address:
400 Broadway Ste 104, Long Branch, NJ 07740

5. Year firm was organized 2022

6. City, State and County where firm was incorporated: Long Branch, New Jersey, Monmouth County

7. How many years have you been engaged in the contracting business under your present name:
2 Years

8. Previous companies in which principals have engaged in the contracting business:
N/A

9. List present contracts by name and gross amount of contract:

10. Have you ever defaulted on a contract? Yes No

If yes, please explain _____

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

11. Have you ever refused to sign a contract at your original bid?

Yes No If yes, please explain _____

12. Names, background, number of years experience, and current workload of the principal members of your staff, including Officers:

NAME	BACKGROUND	YEARS EXPERIENCE	CURRENT WORKLOAD

Important:

Please be sure to include the following:

- Financial Statement no more than six months old.
- Evidence of type and amount of company credit available.

Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the Owner. Yes No

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

Dated this _____ day of _____, 20 _____ at

Location _____ City _____ State _____ Zip Code _____

Master Build & Design

Name of Bidder (Print)

Signature of Bidder Representative

Favian Diaz

Bidder Representative (Print)

Notary Signature

**THIS FORM SHALL BE COMPLETED BY BIDDER AND SUBMITTED WITH THE BID PROPOSAL.
(BLUE PAGES)**

END OF SECTION 003200

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

SECTION 003300 - STATEMENT OF COMPLIANCE TO WAGE RATES

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in his employ, and further that all employees will be paid as defined in Regulations, Part 3, (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. 276c), and described on said payroll; that said payroll is correct and complete; that the wage rates contained in said payroll for laborers and mechanics pursuant to the Contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.

Signature _____

Title Owner _____

Date _____

THIS STATEMENT SHALL BE COMPLETED BY BIDDER AND SUBMITTED WITH THE BID PROPOSAL. (BLUE PAGES).

END OF SECTION 003300

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

SECTION 003400 - SECTION 3 REQUIREMENTS

It is the policy of the **Housing Authority of the City of Bayonne** that under Section 3 requirements, Residents shall have the maximum feasible opportunity to participate in the performance of contract performed under the federal CFP and Special Purpose Grant programs.

The contractor agrees to use their best effort to carry out the policy through award of contracts and subcontractors to employees working under the Section 3 requirements.

SIGNED

DATED

THIS AGREEMENT SHALL BE COMPLETED BY BIDDER AND SUBMITTED WITH THE BID PROPOSAL. (BLUE PAGES)

END OF SECTION 003400

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

SECTION 003500 - NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Dated: _____, 20 ____

**LEGAL NAME OF PERSON, FIRM
OR CORPORATION**

(SEAL OF CORPORATION)

**BUSINESS ADDRESS OF PERSON,
FIRM OR CORPORATION**

BY: _____
(SIGNATURE)

(TITLE)

Sworn to Before Me

This _____ day of _____, 20 ____

Notary Public

**THIS CERTIFICATION SHALL BE COMPLETED BY BIDDER AND SUBMITTED WITH
THE BID PROPOSAL. (BLUE PAGE)**

END OF SECTION 003500

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

SECTION 003600 - SUBSTITUTION LISTING

TO: **HOUSING AUTHORITY OF THE CITY OF BAYONNE** hereinafter called "Owner".

1. Pursuant to bidding requirements for the Work titled:

**THE HOUSING AUTHORITY OF THE CITY OF BAYONNE
2024 CAPITAL FUND PROGRAMS (CFP)
ISSUED FOR BID
ROOF REPLACEMENT AT**

**PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY**

**549 AVENUE A
BAYONNE, NEW JERSEY**

The Contract Sum proposed by the undersigned on the Bid Form is for the Work shown on the Drawings, described in the Specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the bidder's proposed Contract Sum will be reduced by the amount shown.

**PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID
PROPOSAL FORM**

BIDDER:

Master Build & Design
BY Favian Diaz

THIS FORM SHALL BE COMPLETED BY THE BIDDER AND SUBMITTED WITH THE BID PROPOSAL. (BLUE PAGE)

END OF SECTION 003600

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

**SECTION 03700 – BUSINESS REGISTRATION CERTIFICATE & POLITICAL
CONTRIBUTION DISCLOSURE STATEMENT**

STATE OF NEW JERSEY

**BUSINESS REGISTRATION CERTIFICATE &
POLITICAL CONTRIBUTION DISCLOSURE STATEMENT**

Each bid must include a copy of the bidder's current *Business Registration Certificate* as issued by the New Jersey Department of Treasury, Division of Revenue. The bidder must also include with their bid, a *Business Registration Certificate* for each sub-contractor that is listed in their bid (P.L. 2004, e. 57; NJS.A.40A: 11-23.2 and NJS.A 53:32-44).

In accord with the State of New Jersey Laws of 2004 A-131, Ch57, as of September 1, 2004 all parties doing business with public agencies in the State of New Jersey, excluding non-profit organizations and other government agencies, are required to be registered with the NJ State Department of the Treasury and to provide such agencies with a copy of their Business Registration Certificate before entering into a contractual agreement (formal contract, purchase order, etc.) with such agencies for the provision of goods or services at a cost in excess of 15% of the State mandated bid threshold.

The subject registration can be accomplished via the internet:

<http://www.nj.gov/dca/lgs/lpcl/busregis/nj-reg-a.pdf>

Bidders are advised of the responsibility to file an annual disclosure statement on political contributions with the State of New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271. s 3) if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractors' responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

Date

Signature

END OF SECTION 003700

ROOF REPLACEMENT
AT PAMRAPO GARDENS ANNEX

003700 - 1

BUSINESS REGISTRATION
CERTIFICATE & POLITICAL
CONTRIBUTION DISCLOSURE
STATEMENT

SECTION 003800 - BUY AMERICAN ACT

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

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

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

The Housing Authority of the City of Bayonne may require one or more of the following Certification from a contractor or bidder:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the PHA’s bid solicitation and the provisions of Section 1605 of the Recovery Act, the Bidder certifies that this bid reflects the Bidder’s best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the PHA of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

- a. Identification of and citation to a national (categorical) exception published by HUD (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.
 - b. Verifiable documentation sufficient to the Housing Authority, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Bidder under applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid accepted, it will assist the Housing Authority in amending, supplementing or further supporting such information as required by the Housing Authority to request and, as applicable, implement the terms of an exception with respect to any such component or components.

END OF SECTION 003800

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

SECTION 004000 - CONTRACT FORMS

AGREEMENT

The form of Contract shall be The Standard Form of Agreement Between Contractor and Owner, A.I.A. Document No. A-101- 2007, modified to conform to the bidding documents.

PERFORMANCE BOND

Performance Bond shall be in accordance with the latest A.I.A. Document A-312.

LABOR AND MATERIAL PAYMENT BOND

Labor and Material Payment Bond shall be in accordance with the latest A.I.A. Document A-312.

END OF SECTION 004000

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

19

(Witness) _____ { (Principal) _____ (Seal)

(Title) _____

(Witness) _____ { (Surety) _____ (Seal)

(Title) _____



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

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AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

| Temp

The Architect:
(Name, legal status, address and other information)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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User Notes:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:

(Name, address and other information)

§ 8.4 The Contractor's representative:

(Name, address and other information)

Init.

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(810635881)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2** Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

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User Notes:

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title: _____

Signature: _____
Name and Title: _____

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

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CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

SECTION 006000 - REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR

Date _____

To: _____

Project No: _____

(Project Name)

(Project Location)

Gentlemen:

In accordance with our prime contract for _____ of this project we request acceptance of the following proposed subcontractor to perform work or to supply material as indicated below:

1. _____
(Name)

_____ (Street address) _____ (City) _____ (State) _____ (Zip Code)

2. Scope of work (*state kind of work, if for labor, or material, or both, and give specification reference*):

3. The Subcontractor's non-collusive affidavit in the form required by our contract is furnished Herewith (*original only attached to the original request*)
4. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this contract.
5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States, as evidenced by the list or lists of such contractors maintained by HUD.

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

6. There will be no assignment of interest in this subcontract except as follows (*if none, so state*):

7. Term of Payment Price \$ _____

8. Remarks:

(Prime Contractor)
By: _____
Title: _____

If sales agent, identify the manufacturer under "Remarks". If a subcontractor, identify principal subcontractor under "Remarks."

APPROVAL OR REJECTION

The proposed subcontractor named above is _____

If accepted, the contracting party giving such acceptance assures no responsibility in connection with the forms or terms of the subcontractor nor the performance of the subcontractor, and this form will not be returned.

If rejected, the reason(s) will be briefly stated herein, and this form will be returned within 10 days after receipt.

(Date)

(Contracting Officer)

END OF SECTION 006000

SECTION 006100 – CONTRACTOR'S REQUEST FOR PAYMENT

The Contractor shall submit a request for payment for each payment on **HUD Form 51001 - Periodic Estimate for Partial Payment**. The request shall be accompanied by the Contractor's written designation of a certifying officer. In addition, the appropriate forms, if applicable with each Periodic Estimate for Partial Payment: **HUD Form 51002 - Schedule of Change Orders**, **HUD Form 51003 - Schedule of Material Stored**, and **HUD Form 51004 - Summary of Material Stored**.

Approval of payment shall only be approved if the following conditions have been met:

1. The Contractor's request is consistent with the Housing Authority's approved **Schedule of Amounts for Contract Payment (HUD Form 51000)**.
2. The amount does not include the amount to be retained by the Housing Authority under the contract.
3. The work covered by the payment has been performed in accordance with the Construction Documents.
4. The Periodic Estimate for Partial Payment has been properly executed, and all applicable supporting documentation has been submitted.
5. The General Contractor has submitted all required Certified Payroll Records. Include all Sub-Contractors performing work during the payment period.
6. The General Contractor shall furnish five (5) copies as directed of the Completed Payment Request.
7. The General Contractor shall be responsible for verifying that all documents are in order before submitting. Incomplete documents will be returned.

END OF SECTION 006100

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

**SECTION 006200 - ARCHITECT/CONTRACTOR CHECKLIST FOR PROCESSING
PERIODIC PAYMENT REQUISITION**

The checklist provided is to be used as a standard form for preparing Periodic Payment Requisitions which are to be submitted with all payment requisitions. The Contractor shall be responsible for verification that all required information has been provided. The Contractor shall submit **five (5)** copies of all payment requisition documents.

Failure to do so will only result in a delay of processing payment requisitions.

CHECKLIST FOR PERIODIC PAYMENT REQUISITION	
ITEM	DESCRIPTION
<input type="checkbox"/>	Submit five (5) copies of all material listed below signed, dated and in order for the following: (All five copies are to be individually packaged in complete groups.)
<input type="checkbox"/>	Schedule of Amounts for Contract Payment (HUD Form #51000)
<input type="checkbox"/>	Periodic Estimate for Partial Payment (HUD Form #51001)
<input type="checkbox"/>	Schedule of Change Orders (HUD Form #51002) [when applicable]
<input type="checkbox"/>	Schedule of Material Stored (HUD Form #51003) [when applicable] (including bills of laden, shipping receipts, etc.)
<input type="checkbox"/>	Summary of Material Stored – HUD Form #51004 [when applicable]
<input type="checkbox"/>	Certified Payroll Records for current pay period (i.e. GC employees, and all subcontractors).

NOTICE TO THE CONTRACTOR

The Contractor shall submit this checklist with all Periodic Payment Requests, signed and dated.

Signature

Date

Company

Job Number

Housing Authority/Project Name

The Architect reserves the right to reject any and all material submitted which does not conform to the aforementioned checklist.

END OF SECTION 006200

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

SECTION 006300 - ARCHITECT/CONTRACTOR CHECKLIST FOR CONTRACT CLOSE-OUT

The checklist provided is to be used as a standard form for preparing final close-out documents which are to be submitted with the final payment requisition. The Contractor shall be responsible for verification that all required information has been provided. The Contractor shall submit **three (3)** copies of all close-out documents.

Failure to do so will only result in a delay of processing payment requisitions.

CHECKLIST FOR FINAL CLOSE-OUT DOCUMENTS (REFER TO SPECIFICATION SECTION 017000)		
ITEM	DESCRIPTION	REMARKS
1. <input type="checkbox"/>	Certificate of Completion	
2. <input type="checkbox"/>	Release of Liens	For Subcontractors and/or Suppliers
3. <input type="checkbox"/>	Affidavit of Final Payment	For Subcontractors and/or Suppliers
4. <input type="checkbox"/>	Warranties and Guarantees	Manufacturer's and/or Subcontractor's
5. <input type="checkbox"/>	Operation and Maintenance Manuals	
6. <input type="checkbox"/>	Letter of Certification (Re: Punch List Completion)	
7. <input type="checkbox"/>	Letter of GC Guarantee	
8. <input type="checkbox"/>	List of Receipt for Extra Stock Material	
9. <input type="checkbox"/>	As-Built Drawings	Refer to Specification Section 017200
10. <input type="checkbox"/>	Final Payment Requisition	Refer to Payment Request Checklist Section 006200

The Contractor shall submit this checklist with final close-out documents, signed and dated.

Signature

Date

Company

Job Number

CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

**THE HOUSING AUTHORITY OF THE CITY OF BAYONNE
CAPITAL FUND PROGRAMS (CFP)
ISSUED FOR BID
ROOF REPLACEMENT AT**

**PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY**

The Architect reserves the right to reject any and all material submitted which does not conform to the aforementioned checklist.

END OF SECTION 006300

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 11/30/2023)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

Project Name and Location		Project Number				
Name, Address, and Zip Code of Contractor						
Nature of Contract		Contract Number				
Approved for Contractor by		Title			Date (mm/dd/yyyy)	
Approved for Architect by		Title			Date (mm/dd/yyyy)	
Approved for Owner by		Title			Date (mm/dd/yyyy)	
Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
			D			
Total Amount of Contract or Carried Forward						\$

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative		Date signed (mm/dd/yyyy)
--	--	--------------------------

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft., "cu. yd., "tons," "lb., "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		
2	General Conditions	21	Metal Bucks	44	Site Improvements
3	Demolition & Clearing	22	Caulking	45	Retaining Walls
	Structures	23	Weatherstripping	46	Storm Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Sanitary Sewers
5	Footing Excavation	25	Stucco	48	Water Distribution System
6	Backfill	26	Finish Carpentry	49	Gas Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Electrical Distribution System
8	Concrete Foundations	28	Glass & Glazing	51	Street & Yard Lighting
9	Concrete Superstructures	29	Metal Doors	52	Fire & Police Alarm System
10	Reinforcing Steel	30	Metal Base & Trim	53	Fire Protection System
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Street Work
12	Spandrel Waterproofing	32	Floors	55	Yard Work
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		
15	Stonework	35	Plumbing		
16	Miscellaneous & Ornamental Metal	36	Heating	57	Equipment
17	Metal Windows	37	Ventilating System	58	Shades & Drapery Rods
18	Roofing	38	Electrical	59	Ranges
19	Sheet Metal	39	Elevators	60	Refrigerators
		40	Elevator Enclosures—Metal	61	Kitchen Cabinets & Work Tables
		41	Incinerators—Masonry & Parts	62	Laundry Equipment
		42	(Other)		(Other)
		43	(Other)	63	Punch List 1/2
				64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157
(exp. 11/30/2023)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
Location of Project	Project Number	
Name of Contractor	Contract Number	
Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$
Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)		\$

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

and (contractor) _____

dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____

3. Deductions (Total from Col. 5, form HUD-51002) \$ _____

(net) \$ _____

4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____

7. Deductions (from Col. 5, form HUD-51002) \$ _____

(net) \$ _____

8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____

9. **Less:** Retainage, _____ % \$ _____

10. Net amount earned to date (line 8 less line 9) \$ _____

11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ _____

12. **Net** amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____

14. **Less:** Allowed last period \$ _____

15. Increase (decrease) from amount allowed last period \$ _____

16. **Balance Due This Payment** \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor

Signature of Authorized Representative

Title

Date (mm/dd/yyyy)

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, all applicable accessibility requirements (including Section 504 and Title II of the Americans with Disabilities Act; and the Fair Housing Act and Title III of the Americans with Disabilities Act, if applicable), the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative

Date (mm/dd/yyyy)

Contracting Officer

Date (mm/dd/yyyy)

I certify the information on this form and in any accompanying documentation is true and accurate. I acknowledge making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and confinement for up to 5 years, (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729).

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 11/30/2023)

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

This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
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Location of Project	Project Number
Name of Contractor	Contract Number

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
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I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, civil penalties, and confinement for up to 5 years, (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Schedule of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 11/30/2023)

Public reporting burden for this collection of information is estimated to average 1.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)			
Name and Location of Project	Project Number				
Name of General Contractor	Contract Number				
Name of Subcontractor	Subcontract Number				
Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
Amount Carried Forward					\$

Total Amount or Amount Carried Forward \$

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)
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I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.

Previous Editions are Obsolete

form HUD-51003 (1/2014)

Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 11/30/2023)

Public reporting burden for this collection of information is estimated to average 2.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
Location of Project	Project Number	
Name of General Contractor	Contract Number	
Name of General Contractor or Subcontractor	Amounts	
General Contractor	\$	
Subcontractors	\$	
Total	\$	
Less 10%	\$	
Net	\$	

Prepared by _____ Date (mm/dd/yyyy) _____ Checked by _____ Date (mm/dd/yyyy) _____

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>				ADDRESS								OMB No.:1235-0008 Expires: 07/31/2024			
PAYROLL NO.		FOR WEEK ENDING				PROJECT AND LOCATION					PROJECT OR CONTRACT NO.				
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT, OR ST.	(4) DAY AND DATE			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY						FICA	WITH- HOLDING TAX				OTHER
			O				0.00		\$0.00					\$0.00	\$0.00
			S				0.00							\$0.00	\$0.00
			O				0.00		\$0.00					\$0.00	\$0.00
			S				0.00							\$0.00	\$0.00
			O				0.00		\$0.00					\$0.00	\$0.00
			S				0.00							\$0.00	\$0.00
			O				0.00		\$0.00					\$0.00	\$0.00
			S				0.00							\$0.00	\$0.00
			O				0.00		\$0.00					\$0.00	\$0.00
			S				0.00							\$0.00	\$0.00
			O				0.00		\$0.00					\$0.00	\$0.00
			S				0.00							\$0.00	\$0.00
			O				0.00		\$0.00					\$0.00	\$0.00
			S				0.00							\$0.00	\$0.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor) _____ on the

; that during the payroll period commencing on the

(Building or Work)

____ day of _____, _____, and ending the ____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

2024 CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT ANNEX (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

**SECTION 011000
SUMMARY**

PART 1 - GENERAL

1.01 PROJECT INFORMATION

- A. Roof Replacement
- B. Paraph Gardens Annex (12-6A)
- C. 30 East 50th Street, Bayonne, New Jersey.
- D. Housing Authority of the City of Bayonne
- E. Lothrop Associates Architects Inc.
- F. The project consists of the full replacement of existing roof.

1.02 DESCRIPTION OF WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 024100.
- B. Scope of alterations work is indicated on drawings.

1.03 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's continuance of operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations are limited to areas noted on drawings.
- B. Prior to construction commencement, arrange use of site and premises to allow Owner occupancy, work by others, work by Owner, use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.

PART 2-NOT APPLICABLE

PART 3-NOT APPLICABLE

END OF SECTION 011000

**SECTION 011100
PROJECT SUPERVISION AND COORDINATION**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Throughout the construction period, supervise, organize, and otherwise coordinate the Work in a manner to limit disruption to tenants who occupy the site.
- B. Related Work:
 - 1. Documents affecting the Work of this Section include, but are not necessarily limited to: General Conditions, and Sections of Division 01 of these Specifications.

1.02 NOTIFICATION

- A. Inform the Owner on a daily basis and more often if necessary, of tenant and public area(s) to be disrupted at least 72 hours prior to disruption, such that the Owner may properly advise and inform tenants/users of such area(s).
- B. Notification of the Owner shall not relieve Contractor of responsibility to notify tenants as outlined herein.
 - 1. The construction schedule shall be developed using regular workdays and regular Work utilizing with the calendar days as the start and the end unless otherwise noted.

1.03 NOTICES

- A. In addition to notifying the Owner of tenant areas to be temporarily disrupted, Contractor shall provide written notices.
- B. The Contractor shall verify one hour prior to disruption that all parties have been properly informed and/or notified. If notification has not been performed, such Work shall be rescheduled.
- C. Notice shall be typed on 8-1/2" x 11" bond paper, attached to building door(s) with tape or another adhesive which will not mar finishes. Remove notices when disruption is over.
- D. Notice shall contain the following information:
 - 1. Area to be disrupted.
 - 2. Type of disruption (i.e., electrical service shutdown, painting, access through space etc).
 - 3. Duration/dates of disruption.
 - 4. Instructions/Warnings to tenants.

1.04 SUPERINTENDENT

- A. The superintendent, as called for in the HUD General Conditions, Item 2, Paragraph c. shall be a full-time English-speaking superintendent at the site. Superintendent shall be at the site from start of construction to final punch list.

1.05 SUBCONTRACTORS

- A. The Contractor shall not contract with any proposed subcontractor who has not been accepted by the PHA.
- B. As soon as practicable prior to the award of each subcontract, the Contractor shall notify the Housing Authority in writing of the name of each subcontractor proposed, and furnish the dollar amount of the contract, subcontractor identification number, and address together with the proposed subcontractor's non-collusive affidavit.
- C. The Housing Authority may, without claim for extra cost by the Contractor, disapprove any subcontractor for cause on the basis of its own subcontract is listed as ineligible to receive awards of contracts from the United States on a current list or lists furnished by HUD.

1.06 SCHEDULING

- A. The Contractor's superintendent shall be responsible for scheduling all daily construction operations (i.e., all related trades, supplies, delivery of materials, shop drawings submittals, etc.).
- B. The Contractor's superintendent shall schedule Work in advance so as not to delay the completion of the project.

1.07 INSPECTION AND CORRECTIVE MEASURES

- A. The Architect/Engineer of Record will inspect for compliance with the provisions of the Specifications and Drawings during various phases of construction.
- B. Should additional visits be required which are necessitated by failure of the Contractor to perform his Work in accordance with the Plans and Specifications or if additional design or drafting time is required for corrective measures caused by failure to perform in accordance with Plans and Specifications, the Contractor shall reimburse the Architect/Engineer of Record at the rate of 2.50 times direct personnel expense plus out-of-pocket traveling expenses incurred.

1.08 COORDINATION

- A. The contractor/superintendent shall be responsible for coordination between all trades; any delays resulting from lack of such coordination shall be the responsibility of the contract.
- B. The Contractor Superintendent shall be responsible for coordination between all trades required controlled testing and inspections. Any delay resulting from lack of such coordination shall be the responsibility of the Contractor.

1.09 DISRUPTION

- A. Tenants shall occupy building while Work is being done. Disruption to tenant occupied areas shall be minimized.
- B. Disruption of apartment units and public access thereto may only be accomplished during regular working hours and only if tenants are notified. Contractor shall maintain required egress paths for tenants exit from building.
- C. Utility shutdowns, where required, shall be for no more than one working day (8:00 AM to 4:00 PM).

1.10 COORDINATION

- A. Examination of Existing Work/Previously Installed Work
 - 1. The Contractor and/or his Sub-Contractor shall examine all prepared Work and correct any defects affecting installation. Commencement of Work will be construed as complete acceptance of preparatory Work by others.
- B. Field Measurements
 - 1. The Contractor and/or his Sub-Contractor shall take all necessary field measurements of Work previously executed as required for fabrication and installation of his Work and assume complete responsibility of accuracy of such measurements.
- C. Delivery and Storage
 - 1. The Contractor and/or his Sub-Contractor shall provide positive means which shall protect materials during transportation and on-site storage.
 - 2. Stockpile materials sufficiently in advance of need to assume the availability in a timely manner of this Work.

2024 CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT ANNEX (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

PART 2-NOT APPLICABLE

PART 3-NOT APPLICABLE

END OF SECTION 011000

SECTION 011450 CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and
 - 1. Division 01 Specification Sections apply to this Section.
- B. Refer to other Sections of these Specifications, including Mechanical, Electrical and Plumbing, for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

DESCRIPTION OF WORK

- A. All cutting required for the installation of building systems, such as for Electrical work and other trades, shall be performed by the parties requiring same for the installation of their work, unless otherwise specifically indicated or noted to be performed otherwise.
- B. The Construction Contract includes all patching of building materials and surfaces affected by the cutting and removals for all trades and subcontracts, except for special patching which must be performed by mechanical and electrical trades, such as patching of ductwork, piping and other mechanical and electrical systems.

CUTTING OF FINISH MATERIALS

- A. When it is necessary to have finish materials cut, drawings shall be submitted by the Contractor showing the proposed changes and indicating the finished conditions. The cutting shall not be done until the Architect has approved the drawings.
- B. Structural Work: Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would 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.

MATERIALS: USE MATERIALS IDENTICAL TO EXISTING MATERIALS.

- A. Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

TEMPORARY SUPPORT: PROVIDE TEMPORARY SUPPORT OF WORK TO BE CUT.

- A. Protection: Protect construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.
- B. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cut existing construction to provide for the installation of other components or the performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- C. Cutting: Cut using methods least likely to damage elements to be retained or adjoining construction. Where possible review procedures with the original installer; comply with the

- original installer's recommendations.
- D. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - E. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
 - F. Comply with requirements of applicable sections of Division 31 where cutting and patching requires excavating and backfilling.

PATCHING

- A. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
- B. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
- C. Restore exposed finishes of patched areas and extend finish into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- D. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken plane containing the patch, after the patched area has received primer and second coat.
 - 1. Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty and similar items. Thoroughly clean piping, conduit and similar features before painting or finishing is applied.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION - NOT APPLICABLE

END OF SECTION 010450

**SECTION 011520
APPLICATIONS FOR PAYMENT**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payments and final payment under this Contract.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these Specifications.
 - 2. The Contract Amount and the schedule for payments are described in the Agreement
 - 3. Payments upon Substantial completion and Completion of the Work are described in the General Conditions.
 - 4. The Architect's approval of Applications for Payment and Final Payment may be subject to the Architect's approval of status of Project.

1.02 QUALITY ASSURANCE

- A. Prior to start of construction, obtain the Architect's approval of the HUD Form 51000 Schedule of Amounts for Contract Payment required to be submitted as described in Section 013700 of these Specifications.
- B. During progress of the Work, modify the Schedule of Amounts for Contract Payment as approved by the Architect to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- C. Base request for payment on the approved Schedule of Amounts for Contract Payment.
- D. The Contractor shall submit a request for payment for each payment on HUD Form 51001 - Periodic Estimate for Partial Payment. The request shall be accompanied by the Contractor's written designation of a certifying officer. In addition, the appropriate forms, if applicable with each Periodic Estimate for Partial Payment: HUD Form 51002 - Schedule of Change Orders, HUD Form 51003 - Schedule of Material Stored, and HUD Form 51004 - Summary of Material Stored.

1.03 SUBMITTALS

- A. Informal submittal: Unless otherwise directed by the Architect:
 - 1. Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of HUD Form 51001, Periodic Estimate for Partial Payment, plus continuation sheet or sheets.
 - 2. Make this preliminary submittal to the Architect at the last regular job meeting of each month.
 - 3. Revise the informal submittal of request for payment as agreed at the job meeting, initialing all copies.
- B. Formal submittal: Unless otherwise directed by the Architect:
 - 1. Make formal submittal of request for payment by typing in the agreed data, on HUD Form 51001, Periodic Estimate for Partial Payment, plus continuation sheet or sheets.
 - 2. Submit the original of the Periodic Estimate for Partial Payment, plus four identical copies to the Architect.
 - 3. The Architect will compare the formal submittal with the approved informal submittal and, when approved, will sign the Periodic Estimate for Partial Payment, make required copies, and distribute:
 - a. One copy to Contractor
 - b. One copy to Owner

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- c. One copy to Architect's file; and
- 4. Owner will, upon approval, disburse payment directly to the Contractor.
- C. Approval of payment shall be made only if the following conditions have been met:
 - 1. The Contractor's request is consistent with the Housing Authority's approved Schedule of Amounts for Contract Payment (HUD Form 51000).
 - 2. The amount does not include the amount to be retained by the Housing Authority under the contract.
 - 3. The work covered by the payment has been performed in accordance with the Construction Documents.
 - 4. The Periodic Estimate for Partial Payment has been properly executed and all applicable supporting documentation submitted.
 - 5. The General Contractor has submitted all required Certified Payroll Records. Include all Sub-Contractors performing work during payment period.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 – EXECUTION - NOT APPLICABLE

END OF SECTION 011520

**SECTION 011530
CHANGE ORDER PROCEDURE**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as described in written Change Orders signed by the Owner, Architect, and Contractor and issued after execution of the Contract, in accordance with the provisions of this Section.
 1. Related Work:
 - a. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.
- B. Change Order Form: AIA Document G-701 shall be used for all change orders.

1.03 SUBMITTALS

- A. Make submittals directly to the Architect at the address shown on the Project Directory in the Project Manual.
- B. Submit the number of copies called for under the various items listed in the Section.

1.04 PRODUCT HANDLING

- A. Maintain a "Register of Bulletins and Change Orders" at the job site, accurately reflecting current status of all pertinent data.
- B. Make the Register available to the Architect for review at his request.

1.05 PROCESSING CHANGES INITIATED BY THE OWNER

- A. Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Architect will issue a "Bulletin" to the Contractor.
- B. Bulletins shall be dated and numbered in sequence.
- C. The Bulletin shall describe the contemplated changes, and carry one of the following instructions to the Contractor:
 1. Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion.
 2. Make the described change in the Work, credit, or cost for which will be approved by the Owner and/or Architect.
 3. Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.
- D. If the Contractor has been directed by the Architect to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion, but the Contractor wishes to make a claim for one or both of such change, the Contractor shall proceed with the change and shall notify the Architect.
- E. If the Contractor has been directed by the Architect to make the described change subject to later determination of cost or credit, the Contractor shall:
 1. Take such measures as needed to make the change.
 2. Consult with the Architect and reach agreement on the most appropriate method for determining credit or cost for the change.

- F. If the Contractor has been directed by the Architect to promptly advise him as to credit or cost proposed for the described change, the Contractor shall:
 - 1. Analyze the described change and its impact on costs and time
 - 2. Secure the required information and forward it to the Architect for review.
 - 3. Meet with the Architect as required to explain costs and when appropriate, determine other acceptable ways to achieve the desired objective.
 - 4. Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Architect in writing when such avoidance no longer is practicable.

1.06 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- A. Should the Contractor require further information or explanation to interpret Contract Documents as to Architect's intent, he shall request such clarification. The Contractor's failure to do so, and subsequent work performed and rejected as a result of his misinterpretation of the Contract Documents will not be cause for a change in the Contract Sum.
- B. Should the Contractor discover a discrepancy among the Contract Documents, a concealed condition or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the Architect as required by pertinent provisions of the Contract Documents.
- C. Upon agreement by the Architect that there is reasonable cause to consider the Contractor's proposed change, the Architect will issue a Bulletin in accordance with the provisions described in Article 1.05 above.

PROCESSING BULLETINS

- A. Make written reply to the Architect in response to each Bulletin.
- B. State proposed change in the Contract Sum, if any.
- C. State proposed change in the Contract Time of Completion if any.
- D. Clearly describe other changes in the Work required by the proposed change, or desirable therewith, if any.
- E. Include full backup data such as subcontractor's letter or proposal or similar information.
- F. Submit this response in single copy.
- G. When cost or credit for the change has been agreed upon the Owner and the Contractor, the Architect will issue a "Change Order" to the Contractor.

2.02 PROCESSING CHANGE ORDERS

- A. Change Orders shall be dated and numbered in sequence and prepared on the forms specified.
- B. Each Change Order shall describe the change or changes, refer to the Bulletin or Bulletins involved, and shall be signed by the Owner and the Architect.
- C. The Architect will issue four copies of each Change Order to the Contractor.
- D. The Contractor shall sign all four copies and return three copies to the Architect.
- E. The Architect will retain one signed copy and forward two signed copies to the Owner.
- F. Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
- G. The Contractor promptly shall return three copies of the Change Order, unsigned by him, to the Architect with a letter signed by the Contractor and stating the reason or reasons for the Contractor's disagreement.

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- H. The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under applicable provisions of the Contract Documents.

PART 2- PRODUCTS - NOT APPLICABLE

PART 3- EXECUTION - NOT APPLICABLE

END OF SECTION 011530

**SECTION 012000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit one electronic and three hard-copies of each Application for Payment.

END OF SECTION

**SECTION 012050
PROJECT MEETINGS**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussions of issues, the Architect will conduct project meetings throughout the construction period.
 - 1. Related Work:
 - 2. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these Specifications.
 - 3. The Contractor's relations with subcontractor's vendors and material suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

1.02 AUTHORITY

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority committing the Contractor to solutions agreed upon in the project meetings

1.03 AGENDA

- A. Agenda items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding items to be added to the agenda.
- B. Meeting Report:
 - 1. The Architect will prepare written reports of each project meeting and will furnish three copies to the Contractor and Owner.
- C. Recipients of copies may make and distribute copies as necessary.

1.04 MEETING SCHEDULE

- A. Except as noted below for Preconstruction Meeting, project meetings shall be held bi-weekly.
- B. Coordinate as necessary to establish a mutually acceptable schedule for meetings.

1.05 MEETING LOCATION

- A. The Architect shall establish meeting location. Unless otherwise required or mutually agreed by all parties, meetings shall be held at the job site.

1.06 PRECONSTRUCTION MEETING

- A. Preconstruction Meeting shall be scheduled within ten (10) working days after the Owner has issued the Notice to Proceed.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Architect will advise other interested parties, including the Owner, and request their attendance.
- B. Minimum Agenda: Data will be distributed and discussed on at least the following items:
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Architect.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Architect for review.
 - 6. Processing of Bulletins, Field Decisions, and Change Orders.

7. Rules and regulations governing performance of the Work.
8. Procedures for security, quality control, housekeeping, and related matters.

1.07 PROJECT MEETINGS

- A. Attendance:
- B. To the maximum extent possible, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
 1. Subcontractors, material suppliers, and others may be invited to attend those project meetings when their interests are involved.
 - a. Minimum Agenda:
- C. Review revise as necessary, and approve minutes of previous meetings.
- D. Review progress of the Work since last meeting, including status of submittals for approval.
- E. Identify problems, which impede planned progress.
- F. Develop corrective measures and procedures to regain planned schedule.
- G. Complete other current business.
- H. Revisions to Minutes:
 - I. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.

1.08 PROJECT CORRESPONDENCE

- A. All correspondence concerning the project, which is being submitted to the Owner or Architect, shall clearly be identified meeting the following requirements:
 1. Clients Name
 2. CIP Year
 3. Project Site Name
 4. Architects Project Title
 5. Architects Project # _____
 6. Architects Contract # _____
- B. All correspondence not conforming to the above requirements will be discarded.

NOT APPLICABLE

NOT APPLICABLE.

END OF SECTION 012000

SECTION 013000
- SUBMITTALS AND SCHEDULING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

1.02 SUMMARY

- A. This Section specifies requirements for handling Submittals and scheduling. Refer to related provisions of the General Conditions.
- B. General Procedures: Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, and other submittals and related activities. Transmit in advance of performance of related activities to avoid delays.
 1. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
 2. Processing: Allow two weeks for initial review. Allow more time if processing must be delayed for coordination with other submittals. The Architect will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.
 - a. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
 3. Submittal Preparation: Place a label or title block on each submittal for identification. Provide a 4" x 10" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken. (Refer to Appendix A "Shop Drawing Identification Sheet" at end of this Section).
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submission number.
- C. Contractor's Review: The Contractor will examine the submission and indicate the results of his review with a stamp with his approval representing that he has checked and verified the submission with the requirements of the Work and the Contract Documents on the submission made to the Architect. He will retain one copy of all submissions for his review and will forward the remaining copies of each shop drawing and catalog cuts, manufacturer's specifications, etc., to the Architect for review, with a copy of the transmittal to the Owner's representative. Submittals which do not bear the Contractor's review stamp will be returned with no action taken.
 1. Submittal Transmittal: Package submittals appropriately for transmittal and handling.
 2. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action. Record requests for data and deviations from Contract Documents.
 3. Include Contractor's certification that information complies with Contract Documents.

1.03 CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule: Submit a fully developed, bar-chart type construction schedule, within 10 days of the date established for Commencement of the Work. Provide a

separate bar for each construction activity and a vertical line to identify the first working day of each week. Use the breakdown of units of Work as indicated in the "Schedule of Values".

1. Prepare the schedule on reproducible media of sufficient width to show data for the entire construction period.
 2. Secure commitments for performing critical construction operations from parties involved. Coordinate each activity with other activities and show in proper sequence; include minor elements involved in the construction sequence. Indicate sequences necessary for completion of related portions.
 3. Coordinate the Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests and other schedules.
 4. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the Schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Phasing and Area Separations: If applicable, provide a separate time bar to identify each construction phase or area for each major part of the Work. Indicate where each element must be sequenced with other activities.

1.04 CONSTRUCTION TIME

- A. Calendar Days:
 1. The project includes a stipulation that the Work be completed in a predetermined number of calendar days. (See Section 002000 Instructions to Bidders).
 2. Calendar days are defined as a period of time beginning on a certain day and continuing consecutively on a daily basis according to the calendar year until the end. Calendar days include weekends and holidays.
- B. Regular Workdays:
 1. Regular Workdays are Monday through Friday within a week unless otherwise noted. Exceptions are Federal Holidays and dates the Owner is closed or has blocked out Work.
- C. Regular Working Hours:
 1. The regular working hours are 8:00 AM to 4:00 PM on regular workdays, unless otherwise stated.

1.05 SUBMITTAL SCHEDULE

- A. Submit the Submittal Schedule within 10 days of the Construction Schedule. Coordinate Schedule with the list of subcontracts, Schedule of Values, and list of products as well as the Construction Schedule.
 1. Prepare the Schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Name of subcontractor.
 - d. Description of the construction element covered.
 - e. Scheduled date of the Architect's final release.
- B. Distribution of Schedules: Distribute copies of the Construction and Submittal Schedules to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.
 1. Updating: Revise and issue each Schedule after each meeting or activity, where revisions have been made.
- C. Shop Drawings: Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Fax copies are unacceptable as shop drawings. Include the

following information:

1. Dimensions.
 2. Identification of products, materials and finishes included.
 3. Notation of coordination requirements.
 4. Notation of dimensions established by field measurement.
 5. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 30" x 42".
 6. Submittal: Submit six correctable copies for review; five copies will be returned.
 7. Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.
- D. Product Data: Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Fax copies are unacceptable.

1.06 INCLUDE THE FOLLOWING INFORMATION:

- a. Manufacturer's printed recommendations.
 - 1) Compliance with recognized trade association standards.
 - 2) Compliance with recognized testing agency standards.
 - 3) Application of testing agency labels and seals.
 - 4) Notation of dimensions verified by field measurement.
 - 5) Notation of coordination requirements.
- B. Submittals:
 1. Submit 6 copies of each required submittal to the Architect, and one copy of the transmittal to the Owner. The Architect will retain 1, and will return the others to the Contractor, and a copy to the Owner, marked with action taken and corrections or modifications required unless instructed otherwise by the Owner's representative.
 2. Distribution: Furnish copies of final submittal to the Owner, installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.
 3. Do not permit use of unmarked copies of Product Data in connection with construction.
 4. Fax copies are unacceptable.
- C. Samples: Submit 4 full-size Samples to the Architect, cured and finished as specified and identical to the product proposed. Mount, display, or package Samples to facilitate review. Prepare Samples to match the Architect's Sample.
 1. Include the following information tagged on one face, with the other face reserved for Architect's action stamp.
 - a. Project name.
 - b. Date.
 - c. Architect's name.
 - d. Contractor's name.
 - e. Generic description.
 - f. Source.
 - g. Product name or name of manufacturer.
 - h. Compliance with recognized standards.
 - i. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics, and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.

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3. Preliminary submittals: Where Samples are for selection of characteristics from a range of choices, submit a full set of choices for the product. Preliminary submittals will be reviewed and returned indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 4 sets; two will be returned marked with the action taken. Maintain one Sample set at the Project site, for quality comparisons.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
 5. Distribution: Prepare additional sets for Owner, subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.
- D. Architect's Action: Except for submittals for record, information or similar purposes, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return.
1. The Architect will indicate the results of his review of the Contractor's shop drawings/catalog cuts by marking them as follows:
 - a. NO EXCEPTIONS TAKEN: Submittal may be released for fabrication, erection, construction and incorporation in the Work without further checking, approval or submission of shop drawings, catalog cuts, etc.
 - b. MAKE CORRECTIONS NOTED: Submittal may be released for fabrication, erection, construction and incorporation in the Work subject to notes, corrections shown thereon which have been made by the Architect or his Consultants.
 - c. AMEND AND RESUBMIT: Shop drawings, catalog cuts, etc., so marked must be corrected or changed, and copies sent to the Architect for record purposes, in the number and forms required by him.
 - d. REJECTED-SEE REMARKS: The items shown in the submittal are rejected for fabrication and their incorporation into the Work is not permitted. Submittals so marked will be returned to the Contractor for corrections and/or the addition of more details, and resubmission will be required.
 2. The Architect's review and action taken of a separate item shall not indicate he has reviewed and acted upon the assembly in which the item functions. The Architect's review and action does not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.
 3. In the event of returns for correction and re-submissions, all alterations, changes and additions of new information beyond the scope of the Architect's corrective notations, shall be suitably marked on the shop drawing or drawings and noted in the accompanying transmittal or resubmission.
 4. Record Submittals: See other sections for requirements, if any, to submit complete set of shop drawings, product data and samples of in-place Work for Owner's records.
- E. Electronic Submittals: Shop drawings may be submitted in electronic format, subject to all requirements of this section. Procedures for electronic submittals shall be established with the Owner and Architect prior to commencement of construction.
- F. Electronic Copies of Construction Documents: The Contractor may request from the Architect electronic files (CAD files) for use in preparing shop drawings. The Contractor shall make requests in writing together with a specific list of drawings and shall execute a release form provided by the Architect.

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PART 2-NOT APPLICABLE

PART 3-NOT APPLICABLE

END OF SECTION 013000

SHOP DRAWING IDENTIFICATION SHEET

(THIS MUST BE ATTACHED TO EACH INDIVIDUAL SUBMITTAL COPY)

LOTHROP ASSOCIATES ARCHITECTS D.P.C.

333 WESTCHESTER AVENUE

WHITE PLAINS, NY 10604

PHONE: (914) 741-1115

FAX: (914) 741-1116

11.01

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CONTRACTOR: _____

11.02 ADDRESS: _____

11.03 CONTACT NAME: _____

11.04 PHONE: _____

11.05 FAX: _____

OWNER: _____

NAME OF PROJECT: _____

LOTHROP ASSOCIATES PROJECT NUMBER: _____

TYPE OF SUBMITTAL:

[] **SHOP DRAWING** [] **SCHEDULE** [] **SAMPLE**

[] **PRODUCT DATA** [] **CERTIFICATE** [] **COLOR SAMPLE**

[] **TEST REPORT** [] **WARRANTY** [] **RECORD SUBMITTAL**

DESCRIPTION: _____

PRODUCT NAME: _____

MANUFACTURER: _____

SUBCONTRACTOR/SUPPLIER: _____

REFERENCES: _____

DRAWING NO.: _____

SPEC SECTION NO.: _____

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CONTRACTOR'S REVIEW STAMP

REVIEWED BY: _____

DATE: _____

**THE CONTRACTOR HEREBY ACKNOWLEDGES THAT THE ATTACHED SUBMITTAL HAS BEEN
REVIEWED FOR COMPLIANCE WITH CONTRACT REQUIREMENT**

FOR USE BY THE ARCHITECT/ENGINEER

ARCHITECT REVIEW STAMP:

[]
[]
[]
[]

**CORRECTIONS OR COMMENTS MADE ON THE SHOP DRAWINGS DURING THIS REVIEW DO NOT
RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE
DRAWINGS AND SPECIFICATIONS. THIS CHECK IS ONLY FOR REVIEW OF THE GENERAL
CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE
WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. THE CONTRACTOR IS
RESPONSIBLE FOR: CONFORMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS,
SELECTING FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION,
COORDINATING THE WORK WITH THAT OF ALL OTHER TRADES, AND PERFORMING THE
WORK IN A SAFE AND SATISFACTORY MANNER.**

LOTHROP ASSOCIATES ARCHITECTS D.P.C.

BY: _____

END OF SECTION

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**SECTION 013700
SCHEDULE OF VALUES**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
 1. Related Work:
 2. Documents affecting Work of this Section include but are not necessarily limited to General Conditions and Sections in Division 01 of these Specifications.
 3. Schedule of Values is required to be compatible with Schedule of Amounts for Contract Payment (HUD Form 51000), as described in Section 011520 - Application for Payment.

QUALITY ASSURANCE

1. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.

SUBMITTALS

- A. Prior to the first Periodic Estimate for Partial Payment, submit a proposed Schedule of Amounts for Contract Payment (HUD Form 51000) to the Architect.
 1. Meet with the Architect and determine additional data, if any, required to be submitted.
 2. Secure the Architect's approval of the Schedule of Amounts for Contract Payment prior to submitting the first Periodic Estimate for Partial Payment.

NOT APPLICABLE.

NOT APPLICABLE.

END OF SECTION 013700

SECTION 014200
REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Definitions: Basic contract definitions are included in the Conditions of the Contract.
1. "Indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
 2. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
 3. "Approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
 4. "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
 5. "Furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
 6. "Install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
 7. "Provide" means to furnish and install, complete and ready for the intended use.
 8. "Installer" is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 9. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 10. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter."
 11. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other Work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
 12. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.02 SPECIFICATION FORMAT

- A. These Specifications are organized into Divisions and Sections based on the multiple division format and CSI/CSC's "Master Format" 2004 version numbering system.

1.03 SPECIFICATION CONTENT

- A. These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- B. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
- C. Streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
- D. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.04 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.

- A. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- B. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- C. Abbreviations and Names: Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

1.05 PERMITS, LICENSES, AND CERTIFICATES

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

PART 2-NOT APPLICABLE

PART 3-NOT APPLICABLE

END OF SECTION 014200

2024 CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT ANNEX (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

**SECTION 016200
CONTRACTORS REQUEST FOR PAYMENT**

THE CONTRACTOR SHALL SUBMIT A REQUEST FOR PAYMENT FOR EACH PAYMENT ON HUD FORM 51001 - "PERIODIC ESTIMATE FOR PARTIAL PAYMENT". THE REQUEST SHALL BE ACCCOMPANIED BY THE CONTRACTOR'S WRITTEN DESIGNATION OF A CERTIFYING OFFICER. IN ADDITION, THE APPROPRIATE FORMS, IF APPLICABLE WITH EACH PERIODIC ESTIMATE FOR PARTIAL PAYMENT: HUD FORM 51002 - "SCHEDULE OF CHANGE ORDERS", HUD FORM 51003 - "SCHEDULE OF MATERIAL STORED", AND HUD FORM 51004 - "SUMMARY OF MATERIAL STORED".

1.01 APPROVAL OF PAYMENT SHALL ONLY BE APPROVED IF THE FOLLOWING CONDITIONS HAVE BEEN MET:

- A. The Contractor's request is consistent with the P.H.A.'s approved "Schedule of Amounts for Contract Payment" (HUD Form 51000).
 1. The amount does not include the amount to be retained by the P.H.A. under the contract.
 2. The work covered by the payment has been performed in accordance with the Construction Documents.
 3. The Periodic Estimate for Partial Payment has been properly executed and all applicable supporting documentation submitted.
 4. The General Contractor has submitted all required Certified Payroll Records. Include all Sub-Contractors performing work during payment period.
- B. The General Contractor shall furnish five (5) copies as directed of the Completed Payment Request.
- C. The General Contractor shall be responsible to verify that all documents are in order before submitting. Incomplete documents will be returned.

END OF SECTION 016200

**SECTION 016300
SUBSTITUTIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

1.03 SUBSTITUTIONS

- A. Substitutions will be considered only when listed on the form provided in the Bid Documents and when substantiated by the Contractor's submittal of required data specified herein.
- B. Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
 1. Revisions to Contract Documents requested by the Owner or Architect.
 2. Specified options of products and construction methods included in Contract Documents.
 3. Compliance with governing regulations and orders issued by governing authorities.
- C. Submittal: Requests for substitution will be considered if received within 20 days after commencement of the Work. Requests received more than 20 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
 1. Submit 3 copies of each request for substitution in the form and in accordance with procedures for Change Order proposals.
 2. Identify the product, or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Document compliance with requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.

1.04 SAMPLES, WHERE APPLICABLE OR REQUESTED.

- A. A comparison of significant qualities of the proposed substitution with those specified.
- B. A list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and any separate Contractors, that will be necessary to accommodate the proposed substitution.
- C. A statement indicating the substitution's effect on the Construction Schedule compared to the Schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
- D. Cost information, including a proposal of the net change, if any in the Contract Sum.
- E. Certification by the Contractor that the substitution is equal to or better in every respect to that required by contract documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time, that may be necessary because of the substitution's failure to perform adequately.
 1. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information necessary for evaluation. Within 2 weeks of receipt of the request, or one week of receipt of additional information, whichever is later, the Architect will notify the Contractor of acceptance or rejection. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of a Change Order for substitutions changing the Contract

Time or Contract Sum.

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

PART 2-NOT APPLICABLE

PART 3-NOT APPLICABLE

END OF SECTION 016310

**SECTION 016400
PRODUCT HANDLING**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
 - 1. Related Work:
 - 2. Documents affecting Work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures required to assure full protection of Work and materials.

1.03 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.04 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
 - 3. Pre-finished materials shall be wrapped and suitably protected during shipment.
- B. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.05 PROTECTION

- A. Protect finished surfaces, including jambs and soffits or openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by Owner.
 - 1. REPAIRS AND REPLACEMENTS
- D. in the event of damage, promptly make replacement and repairs to the approval of the Architect and at no additional cost to the Owner.
 - 1. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

PART 2-NOT APPLICABLE

PART 3-NOT APPLICABLE

END OF SECTION 016400

**SECTION 017000
CONTRACT CLOSEOUT**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed Work to the Owner.
 - 1. Related Work:
 - 2. Documents affecting Work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Architect, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.03 PROCEDURES

- A. Substantial Completion:
 - 1. Prepare and submit the list required by the General Conditions of the contract for construction.
 - 2. Within a reasonable time after receipt of the list, the Architect will inspect to determine status of completion.
 - a. Should the Architect determine that the Work is not substantially complete:
 - 1) The Architect promptly will so notify the Contractor, in writing, giving the reasons, therefore.
 - 2) Remedy the deficiencies and notify the Architect when ready for re-inspection.
 - b. The Architect will re-inspect the Work.
 - c. When the Architect concurs that the Work is substantially complete:
 - 1) The Architect will prepare a Certificate of Substantial Completion on AIA Form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
 - 2) The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
 - 3) Final Completion:
 - 3. Prepare and submit the notice required by the General Conditions.
 - 4. Verify that the Work is complete including, but not necessarily limited to, the General Conditions.
 - 5. Certify that:
 - (a) Contract Documents have been reviewed.
 - (b) Work has been inspected for compliance with the Contract Documents.
 - (c) Equipment and systems have been tested as required and are operational.
 - (d) Work has been completed in accordance with the Contract Documents.
 - (e) Work is completed and ready for final inspection.
 - (f) Contractor shall provide a letter certifying in-house final inspection of Work is complete.
 - 6. The Architect will make an inspection to verify status of completion.
 - 7. Should the Architect determine that the Work is incomplete or defective:
 - (a) The Architect promptly will so notify the Contractor, in writing, listing the incomplete or defective Work.
 - (b) Remedy the deficiencies promptly and notify the Architect when ready for re-inspection.

- b. For each visit the Architect or consultants return to previously inspected defective Work, the Contractor shall be billed 2.5 times the architect/consultant rate in the form of a change order.
- c. When the Architect determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- d. Closeout Documents/Submittals:
- 8. Closeout submittals may include, but are not necessarily limited to:
- 9. Project record Documents described in Section 017200.
- 10. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Architect.
- 11. Warranties and Bonds: Maintenance Bond providing Contractor's one-year guarantee period; all manufacturers, material or supplier warranties required.
- 12. Keys and Keying Schedule.
- 13. Spare parts and materials extra stock.
- 14. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
- 15. Certificates of Inspection.
- 16. Certificates of Occupancy.
- 17. Consent of Surety to Final Payment
- 18. Certificates of Insurance for products and completed operations.
- 19. Letter indicating that all punch list work has been completed.
- 20. Certificate of Completion – (see form attached).
- 21. Evidence of payment and release of liens; G706A Contractor's Affidavit of Release of Liens.
- 22. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
- 23. Final adjustment of accounts:
- 24. Submit a final statement of accounting to the Architect, showing all adjustments to the Contract Sum.
- 25. If so required, the Architect will prepare a final Change Order showing adjustments to the Contract Sum, which were not made previously by Change Orders.
 - a. INSTRUCTIONS
 - 1) Instruct the Owner's personnel in proper operation and maintenance of system, equipment, and similar items which were provided as part of the Work, if applicable.

PART 2-NOT APPLICABLE

PART 3-NOT APPLICABLE

END OF SECTION 017000

**SECTION 017100
CLEANING**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section establishes guidelines for cleaning in general to be performed by the Contractor on site and in buildings during the course of work.
- B. Work included: Throughout the construction period, maintain the building and site areas affected by this project in a standard of cleanliness as described in this Section.
 - 1. Related Work:
 - 2. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

- A. Use only the cleaning materials and equipment, which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.01 PROGRESS CLEANING

- A. General:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction to the Work.
 - 3. At least once each week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
 - 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- B. Site:
 - 1. Daily, and more often is necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
 - 2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restock, tidy, or otherwise service arrangements to meet the requirements in subparagraph 3.1-A-1 above.
 - 3. Maintain the site in a neat and orderly condition at all times.
 - a. Structures:
 - b. Daily, and more often if necessary, inspect the work area and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
 - c. Weekly, and more often if necessary, sweep work area spaces clean.

- 1) "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
- d. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.

3.02 FINAL CLEANING

- A. "Clean" for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
 1. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.01 above.
 - a. Site:
 - b. Unless otherwise specifically directed by the Architect, broom clean paved areas on the site and public paved areas adjacent to the site.
 - c. Completely remove resultant debris.
 - d. Structures
 - e. Exterior:
 - 1) Visually inspect all surfaces subject to soiling and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - 2) Remove all traces of splashed materials from adjacent surfaces.
 2. Interior:
 - a. Visually inspect all surfaces subject to soiling and remove all traces of soiling, waste materials, smudges and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 - c. Remove paint droppings, spots, stains, and dirt from finished surfaces.
 - d. Polish Surfaces: To surfaces requiring routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.
- B. The Contractor shall be required to clean areas, grounds, surfaces, etc., soiled by him/her, or any of their subcontractors, or suppliers during the course of the work of this contract.
- C. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean Work.

3.03 CLEANING DURING OWNER'S OCCUPANCY

- A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION 017100

**SECTION 017200
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in Article 3.1 below.
 - 2. Upon completion of the Work, transfer the recorded changes to a set of Record Documents, as described in Article 3.2 below.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not limited to, General Conditions, and Sections in Division 01 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Architect.
- B. Accuracy of Records:
- C. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
- D. Accuracy of records shall be such that future searches for items shown in the Contract documents may rely reasonably on information obtained from the approved Project Record Documents.
- E. Make entries within 24 hours after receipt of information that the change has occurred.

1.03 SUBMITTALS

- A. Comply with applicable provisions of Section 013400.
- B. The Architect's approval of the current status of Project Record Documents may be a prerequisite to the Architect's approval of requests for progress payment and request for final payment under the Contract.
- C. Prior to submitting each request for progress payment, obtain the Architect's approval of the current status of the Project Record Documents.
- D. Prior to submitting request for final payment, submit the final Project Record Documents to the Architect and secure his approval.

1.04 PRODUCT HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Architect's approval.
- C. Such means shall include, if necessary, in the opinion of the Architect, removal and replacement of concealing materials.
- D. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.01 RECORD DOCUMENTS

- A. Building Department Set: Promptly following receipt of the Owner's Notice to Proceed, obtain from the Architect, which shall be chargeable to the Contractor, two (2) complete signed and sealed sets of all Documents comprising the Contract for filing with the local Building Department.
- B. Job Set: Promptly following receipt of the Owner's Notice to Proceed, obtain from the Architect, which shall be chargeable to the Contractor, one complete set of all Documents comprising the Contract.
- C. Final Record Documents: At a time nearing the completion of the Work, obtain from the Architect, which shall be chargeable to the Contractor, two (2) complete sets of all Drawings in the Contract.
- D. Refer to Section 001000 - Invitation to Bid for Architect's printing costs.

PART 3 - EXECUTION

3.01 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in Paragraph 2.1-B above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".
- B. Preservation:
- C. Considering the Contract Completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, provide a suitable method for protecting the job set acceptable to the Architect.
- D. Do not use the job set for any purpose except entry of new data and for review by the Architect, until start of transfer of data to final Project Record Documents.
- E. Maintain the job set at the site of Work as that site is designated by the Architect.
- F. Making entries on Drawings:
- G. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
- H. Date all entries.
- I. Call attention to the entry by a "cloud" drawn around the area or areas affected.
- J. In the event of overlapping changes, use different colors for the overlapping changes.
- K. Make entries in the pertinent other Documents as approved by the Architect.
- L. Conversion of schematic layouts:
- M. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, is shown schematically and is not intended to show precise physical layout.
 1. Final physical arrangement is determined and shown by the Contractor, subject to the Architect's approval.
 2. Design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the Drawings.
- N. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in subparagraph 3.1-E-1 above.
 1. Clearly identify the item by accurate note such as "cast iron drain", "galv. water", and the like.
 2. Show, by symbol or note, the vertical location of the item ("under slab" "in ceiling plenum" "exposed", and the like).

3. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.
- O. The Architect may waive the requirements for conversion of schematic layouts where, in the Architect's judgment, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

3.02 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modifications of the Work to proceed without lengthy and expansive site measurement, investigation, and examination.
- B. Approval of recorded data prior to transfer:
- C. Following receipt of the Final Record Drawings described in Paragraph 2.1-C above, and prior to start of transfer of recorded data thereto, obtain the Architect's approval of all recorded data.
- D. Make required revisions.
- E. Transfer of data to Drawings:
- F. Carefully transfer change data shown on the job set of Record Drawings to the corresponding Final Record Drawings, coordinating the changes as required.
- G. Clearly indicate at each affected detail and other Drawing a full description of changes made during construction, and the actual location of items described in subparagraph 3.1-E.1 above.
- H. Call attention to each entry by drawing a "cloud" around the area or areas affected.
- I. Make changes neatly, consistently, and with the prior media to assure longevity and clear reproduction.
- J. Transfer of data to other Documents:
- K. If the Documents other than the Drawings have been kept clean during progress of the Work, and if entries thereon are acceptable to the Architect, the job set of those Documents other than Drawings will be accepted as Final Record Documents.
- L. If these Documents are not so approved by the Architect, obtain a new copy of that Document from the Architect at the Architect's usual charge for reproduction and handling, and carefully transfer the change data to the new copy for the approval of the Architect.
- M. Review and submittal:
- N. Submit the completed set of Project Record Documents to the Architect as described in Paragraph 1.3-D above.
- O. Participate in review meetings as required.
- P. Make required changes and promptly deliver the final Project Record Documents to the Architect.

3.03 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. The Contractor has no responsibility for recording changes in the Work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

END OF SECTION 017200

**SECTION 017300
PROTECTION OF EXISTING PROPERTY**

1.01 CONTRACTOR SHALL:

- A. Protect existing construction and finishes during performance of the work.
- B. Contractor must repair damage to existing buildings, roadways, walks, etc., caused by their operations.
- C. Project limits are as designated in the drawings. Specifically includes all areas where work is performed.
- D. Contractor shall confine apparatus, materials and operations to contract limits and limits permitted by law or permits.
- E. Maintain building(s) in a watertight condition during performance of the work.
- F. Contractor shall protect existing trees and plants during performance of the work. Do not deposit excavated materials or store building materials or store building materials around trees or plants or attach wires to trees.
- G. Driving on sidewalks and lawns is prohibited.

SECTION 019000
GENERAL REQUIREMENTS FOR ALTERATIONS

PART I - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 ALTERATIONS

- A. Materials for patching, unless otherwise noted, shall match existing materials in quality, appearance, and strength. In general, workmanship shall be governed by the requirements of the appropriate Sections of this Specification. If the Specification is silent on minor materials and workmanship, it shall be understood that this work is to be performed in accordance with industry standards for quality, appearance, strength and applicability.
- B. All finishes and surfaces negligently damaged by demolition and alterations, including those caused by mechanical and electrical sub-trades, shall be the responsibility of those respective subcontractors for patching and repairing the affected areas. All other finishes marred or disturbed by all trades in order to perform their respective work shall be repaired and re-finished by the Contractor.
- C. Wherever a new material is required to be applied directly over existing surfaces, it shall be understood to mean that the Contractor applying the new material will remove, modify, and/or patch the existing surface in an approved manner sufficient to properly receive the new material.

END OF SECTION 019000

**SECTION 024100
SELECTIVE REMOVALS**

GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
1. Demolition and removal of selected portions of building or structure.
 2. Salvage of existing items to be reused or recycled.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.05 PREDEMOLITION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 5. Review areas where existing construction is to remain and requires protection.

1.06 SUBMITTALS

- A. Demolition Plan: Submit the protection measures and schedule of selective demolition activities required below.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of elevator and stairs.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.
- E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.07 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Directors Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 3. Existing Paint: Assume existing painted surfaces to contain lead based paints. Take precautions as required to prevent spread of lead containing particles and dust.
- E. Recycle demolition debris to the extent possible.
- F. Burning is prohibited.
- G. The use of explosives is prohibited.
- H. Storage or sale of removed items or materials on-site is not permitted.
- I. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

1.08 WARRANTY

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

1.09 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials, if any, have been remediated before proceeding with demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.02 PREPARATION

- A. Refrigerant: Before starting demolition, when present, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.03 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Arrange to shut off utilities with utility companies.
 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.04 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Sections.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.05 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least 5 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Transport items to Owner's storage area on-site.
 2. Protect items from damage during transport and storage.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Directors Representative, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.06 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.
1. Remove existing roof membrane, flashings, copings, and roof accessories.
 2. Remove existing roofing system down to substrate.
 3. Refer to Division 7 specification sections.

3.07 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Division 1 sections.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.08 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began. Refer to Section 017100.

END OF SECTION 024100

**SECTION 040100
MAINTENANCE OF MASONRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of brick units.
- B. Repair of damaged masonry.
- C. Retrofitting masonry veneer construction with brick ties and weeps.

1.02 RELATED REQUIREMENTS

- A. Section 040511 - Masonry Mortaring and Grouting.
- B. Section 042000 - Unit Masonry: Brick masonry units.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- B. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Samples: Submit four samples of face brick units to illustrate matching color, texture and extremes of color range.

1.05 QUALITY ASSURANCE - MASONRY WORK

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
 - 1. Maintain one copy of each document on project site.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.

PART 2 PRODUCTS

2.01 RETROFIT ACCESSORIES

- A. Description:
 - 1. Retrofit Weeps: Polyethylene, 3/8 inch (9.5 mm) diameter by depth of brick, anchored in drilled hole in mortar joint with two-part epoxy bonding agent.

2.02 MORTAR MATERIALS

- A. Mortar: Match existing.

2.03 MASONRY MATERIALS

- A. Brick: Match existing.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces to be cleaned are ready for work of this section.

3.02 PREPARATION

- A. Protect surrounding elements from damage due to restoration procedures.

- B. Carefully remove and store removable items located in areas to be restored, including fixtures, fittings, finish hardware, and accessories; reinstall upon completion.
- C. Separate areas to be protected from restoration areas using means adequate to prevent damage.
- D. Protect roof membrane and flashings from damage with 1/2 inch (13 mm) plywood laid on roof surfaces over full extent of work area and traffic route.

3.03 PREPARATION - RETROFIT ACCESSORIES

- A. Demolition:
 - 1. See Section 024100 Selective Removals for additional requirements.
- B. Removal:
 - 1. See Section 024100 Selective Removals for additional requirements.
- C. Replacement:
 - 1. Replace structural components as needed.

3.04 INSTALLATION - RETROFIT ACCESSORIES

- A. Install in accordance with manufacturer's written instructions.

3.05 REBUILDING

- A. Cut out damaged and deteriorated masonry with care in a manner to prevent damage to any adjacent remaining materials.
- B. Support structure as necessary in advance of cutting out units.
- C. Cut away loose or unsound adjoining masonry as directed.
- D. Mortar Mix: Colored and proportioned to match existing work.
- E. Ensure that anchors are correctly located and built in.
- F. Install built in masonry work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build in all openings, accessories and fittings.

3.06 CLEANING

- A. Immediately remove stains, efflorescence, or other excess resulting from the work of this section.
- B. Remove excess mortar, smears, and droppings as work proceeds and upon completion.
- C. Clean surrounding surfaces.

END OF SECTION

**SECTION 055213
PIPE AND TUBE RAILINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Free-standing railings at roof edge.

1.02 RELATED REQUIREMENTS

- A. Section 033000 - Cast-in-Place Concrete: Placement of anchors in concrete.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Specification for Anodized Architectural Aluminum; 2024.
- B. ASTM B241/B241M - Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube; 2022.
- C. ASTM B429/B429M - Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube; 2020.
- D. ASTM B483/B483M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Tube and Drawn Pipe for General Purpose Applications; 2021.
- E. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings; 2021.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
 - 1. Include the design engineer's seal and signature on each sheet of shop drawings.
- C. Designer's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located, or personnel under direct supervision of such an engineer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Handrails and Railings:
 - 1. Julius Blum & Co. Inc; Connetorail System: www.jliusblum.com.
 - 2. Substitutions: See Section 016300 Substitutions..
- B. Non-Weld Pipe Fittings:
 - 1. Julius Blum & Co. Inc; Connectorail System: www.jliusblum.com.
 - 2. Substitutions: See Section 016300 Substitutions.

2.02 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.
- B. Distributed Loads: Design railing assembly, wall rails, and attachments to resist distributed force of 75 pounds per linear foot (1095 N/m) applied to the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- C. Concentrated Loads: Design railing assembly, wall rails, and attachments to resist a concentrated force of 200 pounds (890 N) applied at any point on the top of the assembly and

- in any direction, without damage or permanent set. Test in accordance with ASTM E935
- D. Allow for expansion and contraction of members and building movement without damage to connections or members.
 - E. Dimensions: See drawings for configurations and heights.
 - 1. Top Rails and Wall Rails: 1-1/2 inches (38 mm) diameter, round.
 - 2. Intermediate Rails: 1-1/2 inches (38 mm) diameter, round.
 - 3. Posts: 1-1/2 inches (38 mm) diameter, round.
 - F. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
 - 1. For anchorage to concrete, provide heavy duty floor flange, for bolting anchors.
 - G. Provide slip-on non-weld mechanical fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.

2.03 ALUMINUM MATERIALS

- A. Aluminum Pipe: Schedule 40; ASTM B429/B429M, ASTM B241/B241M, or ASTM B483/B483M.
- B. Non-Weld Mechanical Fittings: Slip-on cast aluminum, for Schedule 40 pipe, with flush setscrews for tightening by standard hex wrench, no bolts or screw fasteners.
- C. Exposed Fasteners: No exposed bolts or screws.

2.04 FABRICATION

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.

2.05 ALUMINUM FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils (0.018 mm) thick.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Apply one coat of bituminous paint to concealed aluminum surfaces that will be in contact with cementitious or dissimilar materials.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Anchor railings securely to structure.
- D. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.

2024 CAPITAL FUND PROGRAMS (CFP)
ROOF REPLACEMENT ANNEX (12-6A) AT
PAMRAPO GARDENS ANNEX
30 EAST 50TH STREET, BAYONNE, NEW JERSEY.

LAA No. 2625-03

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

SECTION 061053
MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roofing nailers.
- B. Preservative treated wood materials.
- C. Fire retardant treated wood materials.
- D. Concealed wood blocking, nailers, and supports.

1.02 RELATED REQUIREMENTS

- A. Section 076200 - Sheet Metal Flashing and Trim: Sill flashings.
- B. Section 077200 - Roof Accessories: Prefabricated roof curbs.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2017).
- C. ASTM D2898 - Standard Practice for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing; 2010 (Reapproved 2017).
- D. ASTM D3498 - Standard Specification for Adhesives for Field-Gluing Wood Structural Panels (Plywood or Oriented Strand Board) to Wood Based Floor System Framing; 2019a.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- F. AWPA U1 - Use Category System: User Specification for Treated Wood; 2024.
- G. PS 20 - American Softwood Lumber Standard; 2021.
- H. SPIB (GR) - Standard Grading Rules; 2021.

1.04 SUBMITTALS

- A. Product Data: Provide technical data on wood preservative materials and application instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No.2 or Standard Grade.
 - 2. Boards: Standard or No.3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
- B. Construction Adhesives: Adhesives complying with ASTM C557 or ASTM D3498.

2.04 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 - 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Fire Retardant Treatment:
 - 1. Exterior Type: AWPA U1, Category UCFB, Commodity Specification H, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Treat exterior rough carpentry items.
 - c. Do not use treated wood in direct contact with ground.
- C. Preservative Treatment:
 - 1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A to ____ lb/cu ft retention (to ____ kg/cu m retention).
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber in contact with roofing, flashing, or waterproofing.
 - c. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at roof openings except where prefabricated curbs are specified and where specifically indicated otherwise. Form corners by alternating lapping side members.

3.05 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

3.06 CLEANING

- A. Waste Disposal:
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 070150.19
PREPARATION FOR RE-ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 075300 - Elastomeric Membrane Roofing.
- B. Section 076200 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Attendees:
 - a. Architect.
 - b. Contractor.
 - c. Owner.
 - d. Installer.
 - e. Roofing system manufacturer's field representative.
 - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
 - a. Removal and installation schedule.
 - b. Necessary preparatory work.
 - c. Protection before, during, and after roofing system installation.
 - d. Removal of existing roofing system.
 - e. Installation of new roofing system.
 - f. Temporary roofing and daily terminations.
 - g. Transitions and connection to and with other work.
 - C. Schedule work to coincide with commencement of installation of new roofing system.

1.04 SUBMITTALS

- A. Product Data: Submit for each type of material.
- B. Shop Drawings: Indicate size, configuration, and installation details.
- C. Materials Removal Company Qualification Statement.
- D. Installer's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least three years of documented experience.
 - 1. Comply with EPA notification regulations prior to start of roofing removal work.
 - 2. Comply with removal and disposal regulations of local authorities having jurisdiction (AHJ).
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1. When same installer as new roofing system, comply with related requirements of section indicated for new roofing system.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.07 FIELD CONDITIONS

- A. Existing Roofing System: EPDM single-ply roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.
- E. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.
- F. Owner will occupy building areas directly below re-roofing area.
 1. Provide Owner with at least 48 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
 2. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. See the following sections for additional information on components relating to this work:
 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, see Section 075300.
 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 076200 for material requirements.

2.02 MATERIALS

- A. Patching Materials: Provide necessary materials in accordance with requirements of existing roofing system.
- B. Temporary Roofing Protection Materials:
 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.
- C. Roofing Recover Materials:
 1. Contractor's responsibility to select appropriate materials for roofing re-cover as determined necessary for this work.

2.03 ACCESSORIES

- A. Fasteners: Type and size as required and compatible with existing and new roofing system to resist local wind uplift.
- B. Sheathing Paper: Red rosin paper type, at least 3 lb/100 sq ft (1.36 kg/9.3 sq m).
- C. Roof Vent Pipe Extension: Solid-wall PVC fitting consisting of pipe and splice sleeve inserts, configured for insertion and sealing to existing plumbing vent piping, sized to fit inside diameter of plumbing vent piping, enabling extension of piping to field-determined height to meet local building code requirements for plumbing vent pipe height above existing roof level.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets and insulation vents.
- D. Remove damaged insulation and fasteners, cant strips, and blocking.
- E. Remove vapor retarder, sheathing paper, and underlayment.

3.04 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 075300 for additional requirements.

3.05 PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Install recover board over existing membrane.

END OF SECTION

**SECTION 075300
ELASTOMERIC MEMBRANE ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Elastomeric roofing membrane application.
- B. Insulation, flat and tapered.
- C. Cover boards.
- D. Roofing cant strips, roofing expansion joints, and walkway pads.

1.02 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2023a.
- C. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).
- D. ASTM D570 - Standard Test Method for Water Absorption of Plastics; 2022.
- E. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact; 2020.
- F. ASTM D4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method; 1983 (Reapproved 2018).
- G. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2015, with Editorial Revision (2022).
- H. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- I. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2019a.
- J. NRCA (WM) - The NRCA Waterproofing Manual; 2021.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of associated counterflashings installed under other sections.
- B. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, surfacing, and fasteners.
- C. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, mechanical fastener layout, and paver layout.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- F. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.

- G. Manufacturer's qualification statement.
- H. Installer's qualification statement.
- I. Testing firm's qualification statement.
- J. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.
 - 1. Warranty shall list all products included in the installation and covered by the warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.
- C. Testing Firm Qualifications: Company specializing in performing work of the type specified and approved by manufacturer.
- D. Single source responsibility: All components of the roofing system shall be provided by the roofing membrane manufacturer or be approved in writing by the membrane manufacturer as acceptable components of the roof system and shall be covered by the roof membrane manufacturer's total system warranty.
 - 1. These products shall be installed by Contractors certified or approved by the roof membrane manufacturer in writing as being qualified to install the products indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.07 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- D. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.08 WARRANTY

- A. Manufacturers warranty.
 - 1. 30 year no dollar limit total system manufacturers warranty with 115-MPH wind speed coverage.
- B. Installers Warranty.
 - 1. Correct defective work within a two year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. EPDM Membrane Materials:

1. Versico Roofing Systems; VersiGard EPDM: www.versico.com/#sle.
 2. .090" thick VersiGard EPDM membrane adhered with EPDM x-23 Low VOC or Cav Grip 3V Adhesive.
 3. Substitutions: See Section 016300 Substitutions.
- B. Insulation:
1. Flat and tapered 25psi VersiCore Polyisocyanurate insulation (4'x4' boards) adhered with Flexible DASH Adhesive at 4" on center bead spacing..
 2. Substitutions: See Section 016300 Substitutions..
- C. Cover Boards:
1. Versico Roofing Systems[<>]: www.versico.com/#sle.
 2. SecureShield HD Plus Polyiso
 3. 1/2" thick SecurShield HD Plus Board (4'x8" boards) adhered with Flexible DASH Adhesive at 4" on center bead spacing..
 4. Substitutions: See Section 016300 Substitutions.

2.02 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane: Ethylene-propylene-diene-monomer (EPDM); non-reinforced; complying with minimum properties of ASTM D4637/D4637M.
 1. Thickness: 90 mil, 0.090 inch (2.3 mm), minimum.
 2. Sheet Width: 120 inches (3,048 mm), maximum.
 - a. Adhered Application: Limit width to 120 inches (3,048 mm), maximum, when ambient temperatures are less than 40 degrees F (4.4 degrees C) for extended period of time during installation.
 3. Color: White.
 4. Tensile Strength: 1465 psi, minimum, measured in accordance with ASTM D412.
 5. Ultimate Elongation: 540 percent, minimum, measured in accordance with ASTM D412.
 6. Water Absorption: 3.3 percent increase in weight, maximum, measured in accordance with ASTM D570, 24 hour immersion.
 7. Water Vapor Permeability: 02 perm/inch, measured in accordance with ASTM E96/E96M.
 8. Brittleness Temperature: -67 degrees F, measured in accordance with ASTM D746.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.
 1. Color: White.
- D. Liquid Flashing Material: Two component polyurethane based resin.
 1. Product:
 - a. Versico: Liquiseal.
 - b. Substitutions: See Section 016300 Substitutions.
 2. Color: White.
 3. Thickness: .080 inch.
 4. Elongation: 30 percent minimum.
 5. Tearing Strength as per ASTM D5147: 90 lbs per ft.
 6. Puncture Resistance as per ASTM D5602: 56 lbs.

2.03 COVER BOARDS

- A. Cover Boards: Faced and with high compressive strength polyisocyanurate (ISO) insulation complying with ASTM C1289.
 1. Classifications:
 - a. Type II - Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.

- 1) Class 4 - faced with coated or uncoated glass-fiber-mat facers on both major surfaces of core foam.
 - (a) Compressive Strength: Grade 1, 109 psi (Grade 1, 751 kPa), minimum.
 - (b) Thickness: 1/2 inch (12.7 mm), maximum.
2. Board Size: 48 by 96 inches (1220 by 2440 mm).
3. Thermal Resistance at 1/2-inch (12.7 mm) thick, R-value (RSI-value): R-value (RSI-value) of 2.5 (0.44).

2.04 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 1. Classifications:
 - a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
 - 1) Class 1 - Faced with glass fiber reinforced cellulosic facers on both major surfaces of the core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (138 kPa), minimum.
 - 3) Thermal Resistance, R-value (RSI-value): At 1-1/2 inches (38 mm) thick; Class 1, Grades 1-2-3 - 8.4 (1.48) at 75 degrees F (24 degrees C).
 2. Board Size: 48 by 48 inches (1220 by 1220 mm).
 3. Tapered Board: Slope as indicated; minimum thickness 1/4 inch (6.35 mm); fabricate of fewest layers possible.
 4. Products:
 - a. Versico Roofing Systems; Flat and tapered 25psi VersiCore Polyiscocyanurate insulation adhered with Flexible DASH Adhesive at 4" on center bead spacing. .
 - b. Substitutions: See Section 016300 Substitutions.

2.05 ACCESSORIES

- A. Cant and Edge Strips: Wood fiberboard, compatible with roofing materials ; tapered edge strips.
- B. Membrane Adhesive: As recommended by membrane manufacturer.
- C. Insulation Adhesive: As recommended by insulation manufacturer.
- D. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 1. Composition: Roofing membrane manufacturer's standard.
 2. Size: As indicated on drawings.
 3. Surface Color: White.
 4. Products:
 - a. Substitutions: See section 016300 Substitutions.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 PREPARATION - CONCRETE DECK

- A. Fill surface honeycomb and variations with latex filler.
- B. Do not begin work until elevated concrete substrate has cured at least 28 days and moisture content is five percent or less.
 - 1. Test as Follows:
 - a. Concrete Moisture Content: No beading water under plastic after 16 hours when tested in accordance with ASTM D4263.
 - b. Relative Humidity in Concrete: Not greater than 75 percent when tested in accordance with ASTM F2170.

3.03 INSTALLATION - MEMBRANE

- A. Install elastomeric membrane roofing system in accordance with manufacturer's recommendations and NRCA (WM) applicable requirements.
- B. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- C. Shingle joints on sloped substrate in direction of drainage.
- D. Fully Adhered Application: Apply adhesive to substrate at rate of ____ gal per 100 sq ft (____ L/9.3 sq m). Fully embed membrane in adhesive except in areas directly over or within 3 inches (76 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- E. Overlap edges and ends and seal seams by contact tape, minimum 3 inches (76 mm). Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- F. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 4 inches (102 mm) onto vertical surfaces.
 - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- G. At gravel stops, extend membrane under gravel stop and to the outside face of the wall.
- H. Around roof penetrations, seal flanges and flashings with flexible flashing or liquid applied flashing as indicated.
- I. Coordinate installation of roof drains and related flashings.
- J. Coordinate installation of associated counterflashings installed under other sections.

3.04 FIELD QUALITY CONTROL

- A. Provide daily on-site attendance of roofing and insulation manufacturer's representative during installation of this work.

3.05 CLEANING

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

3.06 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

**SECTION 076200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and exterior penetrations.
- B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 077123 - Manufactured Gutters and Downspouts.

1.03 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2023.
- B. ASTM B32 - Standard Specification for Solder Metal; 2020.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2017 (Reapproved 2023).
- E. ASTM D1876 - Standard Test Method for Peel Resistance of Adhesives (T-Peel Test); 2008 (Reapproved 2023).
- F. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- G. CDA A4050 - Copper in Architecture - Handbook; current edition.
- H. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 28 gauge, 0.0156 inch (0.40 mm) thick; smooth No. 4 - Brushed finish.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- G. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

2.03 FLASHING

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

2.04 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Underlayment: ASTM D226/D226M, organic roofing felt, Type I, No. 15.
- C. Primer Type: Zinc chromate.
- D. Concealed Sealants: Non-curing butyl sealant.
- E. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- F. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch (0.38 mm).

3.03 INSTALLATION

- A. Comply with drawing details.
- B. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..

- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Solder metal joints for full metal surface contact, and after soldering wash metal clean with neutralizing solution and rinse with water.

3.04 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

**SECTION 077100
ROOF SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including fascias and gravel stops.

1.02 RELATED REQUIREMENTS

- A. Section 077200 - Roof Accessories: Manufactured curbs, roof hatches, and snow guards.

1.03 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2022.
- C. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- D. NRCA (RM) - The NRCA Roofing Manual; 2024.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Manufacturer's Installation Instructions: Indicate special procedures, fasteners, supporting members, and perimeter conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof Edge Flashings and Copings:
 1. Versico Roofing Systems; VersiTrim System 200 Fascia.
 2. Substitutions: See Section 016300 Substitutions.
- B. Pipe and Penetration Flashings:
 1. Versico Roofing System; Quick Applied in conjunction with EPDM Primer.
 2. Substitutions: See Section 016000 - Product Requirements.

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 1. Configuration: Fascia, and edge securement for roof membrane.
 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.

END OF SECTION

SECTION 077123
MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-finished aluminum gutters and downspouts.

1.02 RELATED REQUIREMENTS

- A. Section 076200 - Sheet Metal Flashing and Trim.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Specification for Anodized Architectural Aluminum; 2024.
- B. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- C. ASTM B32 - Standard Specification for Solder Metal; 2020.
- D. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- E. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings; 2020.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Comply with SMACNA (ASMM) for sizing components for rainfall intensity determined by a storm occurrence of 1 in 5 years.

1.05 SUBMITTALS

- A. Product Data: Provide data on prefabricated components.
- B. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope to drain.
- B. Prevent contact with materials that could cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Polyvinyl Chloride (PVC): ASTM D2665, virgin vinyl, SDR 35 pipe and fittings, high impact type, colorfast; _____ color.
- B. Pre-Finished Aluminum Sheet: ASTM B209/B209M, ____ alloy, ____ temper; 0.032 inch (0.8 mm) thick.
 - 1. Finish: Plain, shop pre-coated with modified silicone coating.
 - 2. Color: As indicated.

2.02 COMPONENTS

- A. Gutters: CDA rectangular style profile.
- B. Downspouts: CDA rectangular profile.
- C. Connectors: Furnish required connector pieces for polyvinyl chloride (PVC) components.
- D. Anchors and Supports: Profiled to suit gutters and downspouts.

1. Anchoring Devices: In accordance with CDA requirements.
 2. Gutter Supports: Brackets.
 3. Downspout Supports: Brackets.
- E. Fasteners: Galvanized steel, with soft neoprene washers.

2.03 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight.

2.04 FINISHES

- A. Fluoropolymer Coating: Superior Performance Organic Finish, AAMA 2605, multiple coat, thermally cured fluoropolymer finish system; color as selected from manufacturer's standard colors.
- B. Primer Coat: Finish concealed side of metal sheets with primer compatible with finish system, as recommended by finish system manufacturer.

2.05 ACCESSORIES

- A. Splash Pads: Polyvinyl chloride (PVC), profile size(s) as indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that surfaces are ready to receive work.

3.02 PREPARATION

- A. Paint concealed sheet metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch (0.381 mm).

3.03 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.
- B. Sheet Metal: Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.
- C. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- D. Set splash pans under downspouts.

END OF SECTION

**SECTION 077200
ROOF ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Rooftop mounted guardrails.

1.02 RELATED REQUIREMENTS

- A. Section 077100 - Roof Specialties: Other manufactured roof specialty items.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- D. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).

PART 2 PRODUCTS

2.01 NON-PENETRATING ROOFTOP SUPPORTS/ASSEMBLIES

- A. Non-Penetrating Rooftop Support/Assemblies: Manufacturer-engineered and factory-fabricated, with pedestal bases that rest on top of roofing membrane, and not requiring any attachment to roof structure and not penetrating roofing assembly.
 - 1. Design Loadings and Configurations: As required by applicable codes.
 - 2. Support Spacing and Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
 - 3. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
 - 4. Hardware, Bolts, Nuts, and Washers: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A153/A153M.
- B. Roof Walkways and Platforms: Non-penetrating, mechanically attached walkway system installed over standing seam metal roofs.
 - 1. Dimensions: As indicated on drawings.
 - 2. Grating Length: Manufacturer's standard length.
 - 3. Walking Surfaces: 18 gauge, 0.0478 inch (1.21 mm) hot dip galvanized steel grating at G90 (Z275) in accordance with ASTM A653/A653M, either formed plank grating or welded bar grating, with anti-skid surface and handrails at locations indicated on drawings.
 - 4. Provide support plate assemblies and attachment hardware in compliance with manufacturer's written instructions in accordance with installation requirements.
- C. Pipe Supports: Provide attachment fixtures complying with MSS SP-58 and as indicated.
 - 1. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports; corrosion resistant material.
- D. Duct Supports: Provide extruded aluminum supports and sized in accordance with diameter of supported ducts, and with base that is non-penetrating of roofing membrane.

END OF SECTION

**SECTION 079200
JOINT SEALANTS**

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- B. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- D. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

1.02 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 2. List of backing materials approved for use with the specific product.
 3. Backing material recommended by sealant manufacturer.
 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 5. Substrates the product should not be used on.
 6. Substrates for which use of primer is required.
 7. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect and submit at least two physical samples for verification of color of each required sealant.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.

1.03 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 1. Adhesion Testing: In accordance with ASTM C794.
 2. Compatibility Testing: In accordance with ASTM C1087.
 3. Allow sufficient time for testing to avoid delaying the work.
 4. Deliver sufficient samples to manufacturer for testing.
 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants (Type 1 Sealant):
 1. Bostik Inc: www.bostik-us.com/#sle.

2. 1. Bostik Chem-Calk 900
3. 2. Bostik Chem-Calk 915
4. 3. Bostik Chem-Calk 916 Textured
5. 4. Bostik Chem-Calk 2020
6. Dow: www.dow.com/#sle.
7. 1. Dow Corning Contractors Weatherproofing Sealant (CWS)
8. 2. Dow
9. Pecora Corporation: www.pecora.com/#sle.
10. 1. Pecora Dynatrol I
11. 2. Pecora 895
12. Sika Corporation: www.usa.sika.com/#sle.
13. 1. Sika Sikaflex 1a
14. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
15. 1. Tremco DyMonic (not SWRI)

2.02 JOINT SEALANTS - GENERAL

- A. Colors: As indicated on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

SECTION 099600 - HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:
 - 1. Exterior Substrates:
 - a. Steel
 - b. Stainless Steel
 - c. Galvanized Steel

1.2 DEFINITIONS

- A. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- B. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- C. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- B. Samples: For each type of coating system and in each color and gloss of topcoat indicated.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, architect will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
 - 1. Product name, and type (description)
 - 2. Application and use instructions
 - 3. Surface preparation
 - 4. VOC content
 - 5. Environmental handling
 - 6. Batch date
 - 7. Color Number
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. Benjamin Moore & Co.
 - 2. Sherwin-Williams Company (The)
 - 3. Rust-Oleum Corporation; a subsidiary of RPM International, Inc
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include but are not limited to products listed in the Exterior High-Performance Coating Schedule for the coating category indicated.

2.2 HIGH-PERFORMANCE COATINGS, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
3. Products shall be of same manufacturer for each coat in a coating system.

C. Colors: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
- B. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.
- C. Do not apply to wet or damp surfaces. Apply coatings using methods recommended by manufacturer.
- D. Inspection: The coated surface must be inspected and approved by the architect just prior to the application of each coat.

3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings.

3.5 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Pre – Clean (Prior to Scraping)
 - a. CL-0100 Insl-x Heavy Duty Degreaser
- B. Stainless Steel & Galvanized Steel Substrates Conditions:
 1. High Performance System – 2 Component:
 - a. Prime Coat: Benjamin Moore Corotech Waterborne Bonding Primer V175
 - b. Intermediate and Topcoat: 2 coats Benjamin Moore Corotech DTM Mastic Urethane Gloss V570
- C. Steel Substrates Conditions:
 1. High Performance System – 2 Component:
 - a. Prime Coat: Benjamin Moore Corotech 100% Solids Pre-Epoxy Primer V155
 - b. Intermediate and Topcoat: 2 coats Benjamin Moore Corotech DTM Mastic Urethane Gloss V570

END OF SECTION 099600