

PROJECT MANUAL

June 2025

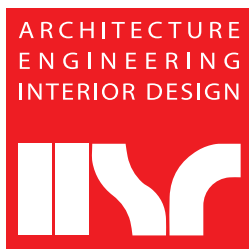
Viroqua Housing Authority Park View Manor – Parking Renovation

Viroqua, Wisconsin



VIROQUA
HOUSING AUTHORITY

HSR No: 24012-1



HSR Associates, Inc.

100 Milwaukee Street

La Crosse, WI 54603

608.784.1830 Fax: 608.782.5844

www.hsrassociates.com

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SECTION 00 01 01

PROJECT MANUAL TITLE PAGE

PROJECT: VIROQUA HOUSING AUTHORITY
PARK VIEW MANOR – PARKING RENOVATION
200 PARK VIEW COURT
VIROQUA, WI 54665
PROJECT NO. 24012-1

OWNER: VIROQUA HOUSING AUTHORITY
200 PARK VIEW COURT
VIROQUA, WISCONSIN 54665

ARCHITECT / HSR ASSOCIATES, INC.
ENGINEER: ARCHITECTURE/ENGINEERING
100 MILWAUKEE STREET
LA CROSSE, WI 54603
TEL: 608-784-1830
PROJECT MANAGER: KYLE SCHAUF 608-785-4725
PROJECT ARCHITECT: TRENT SCHOTT 608-785-4738
SPECIFICATIONS: TOBIN FAUCHEUX 608-785-4717

AE CONSULTANTS:

CIVIL: POINT OF BEGINNING, INC.
4941 KIRSCHLING COURT
STEVENS POINT, WI 54481
TEL: 715-344-9999
JIM LUNDBERG, P.E.
JIML@POBINC.COM

HSR PROJECT NO: 24012-1

DATE OF PROJECT MANUAL: JUNE 2025

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ADVERTISEMENT FOR BIDS

Sealed bids for the construction of:

**VIROQUA HOUSING AUTHORITY
PARK VIEW MANOR – PARKING RENOVATION
200 PARK VIEW COURT
VIROQUA, WISCONSIN 54665
PROJECT NO. 24012-1**

will be received by:

**VIROQUA HOUSING AUTHORITY
200 PARK VIEW COURT
VIROQUA, WISCONSIN 54665
ATTENTION: WENDY WINTERFIELD – EXECUTIVE DIRECTOR**

at:

**HSR ASSOCIATES, INC.
100 MILWAUKEE ST.
LA CROSSE, WI 54603**

until 2:00 pm July 15, 2025 after which they will be opened publicly and read aloud. Bids received after the time set for receipt of bids will not be accepted.

In general, the Project consists of replacement of parking area for housing authority facility. Civil demolition work includes site clearing, removal of existing paving. Civil installation work includes earthwork, CMU retaining wall, concrete and asphalt painting, pavement striping, plantings, and metal fencing. Utilities work includes gas pipe installation to an existing garage and building-mounted exterior lighting.

Lump-sum Bids will be received on a SINGLE PRIME CONSTRUCTION CONTRACT FOR THE ENTIRE WORK.

The Project Drawings, Project Manual and other Bidding Documents may be examined at the following locations:

AE'S OFFICE: HSR ASSOCIATES, INC.

**100 MILWAUKEE STREET
LA CROSSE, WI 54603
608-784-1830**

BUILDER'S EXCHANGES:

**La Crosse
Northwest Regional (Eau Claire/Chippewa Falls)
Wausau, WI**

Builders Exchange of Wisconsin (Appleton)
Minneapolis, MN
Rochester, MN
Northern IA (Mason City, IA)
Master Builders IA (Des Moines, IA)
Builders Exchange of Michigan
ConstructConnect
Dodge Data & Analytics (West Allis, WI)

Electronic Bidding Documents (.pdf) will be available from HSR Associates, Inc. via Sharefile electronic distribution and will be distributed to the listed Builders Exchanges. Electronic versions of addenda will be distributed via the same systems.

Hardcopy Bidding Documents may be picked up at HSR Associates' office. Bidders may request shipment of hardcopies by sending a check made out to HSR Associates in the amount of \$15.00. The shipping fee will not be refunded and must be received prior to shipment.

HSR Associates is responsible for distribution of addenda only to those who have requested project documents from HSR in formats described above.

HSR Associates will make AutoCAD files available to the Contractor following award of contract.

HSR Associates maintains a plan holder list at www.hsrassociates.com. This list includes only those who have requested plans from HSR and those who have requested to be added to our list.

Bid Security in the amount of five percent (5%) of the maximum amount of the Bid must accompany each Bid as described in the Project Manual, Instructions to Bidders.

The Owner reserves the right to waive irregularities and to reject any or all Bids. Bids may only be withdrawn in accordance with the Project Manual, Instructions to Bidders.

Wage scales for this project are subject to prevailing wage rates as set forth in the bidding documents.

A non-mandatory pre-bid meeting will be conducted by the Owner and Architect/Engineer to answer questions and to enable bidders to examine conditions at the Project Site. Pre-Bid meeting will occur at 10:00 am July 1, 2025 at the project address.

By: Wendy Winterfield
Title: Executive Director

Publish Date: June 16 & June 23, 2025, La Crosse Tribune and Vernon County Times.

END OF DOCUMENT 00 11 13

**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 —

Wendy Winterfield
Viroqua Housing Authority
200 Park View Court
Viroqua, WI 54665

[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.

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00 21 13
INSTRUCTIONS TO BIDDERS

SECTION INCLUDES:

- A. Form HUD-5369-A "Instructions to Bidders for Contracts Public and Indian Housing Programs"

RELATED REQUIREMENTS:

- A. Document 00 22 13: Supplementary Instructions to Bidders.
- B. Document 00 41 00: Bid Form
- C. Document 00 43 25: Substitution Request Form – During Procurement
- D. Document 00 43 41 Certification of Intent to Comply with Section 3 Requirements
- E. Document 00 45 00: Representations and Certifications
- F. Document 00 45 13: Certificate of Organization and Authority
- G. Document 00 45 17: Non-Collusive Affidavit
- H. Document 00 45 46: Previous Participation Certification – HUD 2530
Note requirements for the timeframe for submitting HUD 2530 elsewhere in this project manual including the requirements in paragraph 12a. of HUD-5369-A.

END OF SECTION

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Clause 1 - Bid Preparation and Submission

Add new subparagraphs (i), (j), and (k) to Clause 1

- (i) Bidding Documents include the Advertisement for Bids, Instructions to Bidders, bid forms, other sample bidding and contract forms, and the proposed Contract Documents including all Addenda issued prior to receipt of bids. All definitions in the General Conditions, Supplementary Conditions and other Contract Documents are applicable to the Bidding Documents.
- (j) Prime bidders and certain major sub-bidders may obtain one set of Bidding Documents from the owner by depositing the amount stipulated in the Advertisement for Bids. A bidder may, at bidder's option, file a plan deposit guarantee, approved by a recognized contractors association with the Owner in lieu of cash (or check) deposit. Those who return sets in good condition within 10 days after Bids have been opened will be refunded the deposit. No partial sets will be issued.
- (k) Bidders who require that the Bidding Documents be sent to them shall send a separate check made out in the name of the AE in the amount stated in the Advertisement for Bids as a fee to cover the cost of postage and handling.

Add subparagraphs 1 (b) (1), and 1 (b) (2) to Clause 1 paragraph (b) as follows:

- (1) In case of difference between written words and figures, the amount stated in written words shall apply. Remove Bid Form from Project Manual. Do not submit entire Project Manual.
- (2) Each Bidder must bid on all Alternates and unit prices in the spaces provided on the Bid form, if any. Insert the words, "No Change" if the Alternate does not reflect a change in the Base Bid; where both "Add" and "Deduct" spaces occur enter amount in appropriate space and delete inapplicable word.

Add new subparagraph 1 (c) (1) to Clause 1 paragraph (c) as follows:

- (1) In addition to HUD Form 5369-A each bid must be accompanied by the following:
 - i. Bid Security.

- ii. A completed Certificate of Organization and Authority form properly notarized.
- iii. A completed Non-collusive Affidavit form properly notarized.

Add new subparagraph 1 (d) (1) to Clause 1 paragraph (d) as follows:

- (1) If Bid is submitted by mail, enclose sealed Bid in a second envelope addressed to the Owner with the Bidder's return address clearly indicated on the envelope. The Owner will not be responsible for the premature opening of any Bid not properly addressed and identified.

Replace paragraph in Clause 1 (e) with the following:

- (e) This solicitation requires bidding on all items, failure to do so will disqualify the bid.

Clause 3 – Amendments to Invitations for Bids

Replace Clause 3 (b) with the following:

- (b) Bidders shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date on the bid form. 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.

Clause 5 – Late Submissions, Modifications, and Withdrawal of Bids

Add the following wording to the end of paragraph 5 (g) of Clause 5:

Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are fully in conformance with the Instructions to Bidders.

Clause 9 – Bid Guarantee

Add the following wording to end of Clause 9:

PHA reserves the right to retain the Bid Security of the next two lowest Bidders in each work category until the low Bidder enters into Contract with the Owner or until the specified time for withdrawal of bids has elapsed after opening Bid, the Owner will retain the Bidder's Bid Security as liquidated damages, but not as a penalty.

Clause 10 – Assurance of Completion

Add new paragraph 10 (e) at the end of Clause 10:

- (e) The successful bidder shall provide documentation of assurance of completion within ten days after notification of award

Additional Clauses

Add new Clause 13 - Definitions

- (a) Each of the terms "OWNER", "LOCAL AUTHORITY", "LHA" as used in the Contract Documents shall mean "OWNER" as described on the Project Manual Title Page.

Add new Clause 14 – Substitution Requests:

- (a) Proprietary materials, products and equipment described in the Bidding Documents establish the standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- (b) Conditions for securing approval of proposed substitutions for specified proprietary items are as follows:
 - (1) Requests for approved substitutions shall be submitted in writing by the Bidder, Sub-bidder, Supplier, or Manufacturer and received by the Architect no later than ten days prior to the time set for receipt of bids.
 - (2) Substitutions will be approved only by written addendum issued by the Architect to all Bidders.
 - (3) Proposed substitutions shall be described in detail and supported by substantiating specifications and other applicable data. Identify proposed substitutions by reference to the specific Project Specification section and paragraph to which the substitution pertains. Provide any additional information required by the Architect to determine conformity to specified requirements.
 - (4) Under no circumstances will the Architect be required to prove that an item proposed for substitution is not equal to the specified item. The decision of the Architect on all requests for substitutions is final.
 - (5) The Architect will reject any materials and workmanship, either before or after installation is complete, which is substituted and has not been approved by the Architect in writing.

Add new Clause 15 – Wage Rates:

Refer to SUPPLEMENTARY CONDITIONS, Document 00 73 20 to see applicable wage rates for the project.

Add new Clause 16 - Documentation Following Award:

- (a) Refer to Document 00 61 90 for Federal Forms to be completed after Contract award if not completed at bid time. Upon request of the Owner, provide all additional information necessary for the Owner to properly evaluate the Bidder's ability to perform the Work required.
- (b) Submit a list of subcontractors, suppliers and products to the Owner for approval within 7 days after the award of the Contract. List classification of work and name and address of each principal subcontractor and supplier. List only one person or entity for a given classification of work.
- (c) The Contractor shall make every effort to award a minimum of 20% of the work to minority business enterprises. A list of some of the known available minority business enterprises is available at the LHA office. The Contractor will be required to submit a report to the LHA which will identify the minority business enterprises, to whom the work was awarded and the value of said work.

END OF DOCUMENT

DOCUMENT 00 41 00

BID FORM

BIDDER: _____

BID FOR SINGLE PRIME CONTRACT

PROJECT: **VIROQUA HOUSING AUTHORITY
PARK VIEW MANOR – PARKING RENOVATION
200 PARK VIEW COURT
VIROQUA, WISCONSIN 54665
PROJECT NO. 24012-1**

TO: **VIROQUA HOUSING AUTHORITY
200 PARK VIEW COURT
VIROQUA, WISCONSIN 54665
ATTENTION: WENDY WINTERFIELD**

BASE BID

The undersigned, having examined the site where the Work is to be executed and become familiar with local conditions affecting the cost of the Work and carefully examined the Project Manual, the Project Drawings, all other Bidding Documents and Addenda thereto prepared by the AE, HSR Associates, Inc., hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the ENTIRE WORK, in the time frame stipulated in these contract documents, for the Base Bid stipulated sum of:

_____ Dollars (\$_____.00)

UNIT PRICES

The undersigned agrees to add or deduct portions of the Work from the Contract as described in the Project Manual, Section 01 22 00 Unit Prices, for the following Unit Price amounts:

| Item | Reference Section | Unit Price | Quantity included in Lump Sum Base Bid |
|--|----------------------|-----------------|---|
| UP-1 Over Excavation of Unsuitable Soils | Div 31 | \$_____ / cu yd | 20 cu yd |
| UP-2 Granular Fill | Div 31 | \$_____ / cu yd | 20 cu yd |
| UP-3 Rock Blasting / Excavation | Div 31 | \$_____ / cu yd | 5 cu yd |

BIDDER'S CHOICE SUBSTITUTIONS

The following Bidder's Choice Substitution is proposed for your consideration subject to the requirements set forth in Document 00 22 13 Supplementary Instructions to Bidders, Subparagraph 3.3.4:

Substitution No. S1:

For substituting_____

Type, Brand, Catalog No. _____

Manufacturer _____

Deduct from BASE BID _____ Dollars (\$_____ .00)

In submitting this Bid, the undersigned agrees to:

1. Hold this Bid open for 60 days.
2. Accept the provisions of Instructions to Bidders regarding disposition of Bid Security.
3. Enter into and execute an Agreement, if awarded on the basis of this Bid, and to furnish Performance and Labor and Material Payment Bonds according to the Supplementary Conditions.
4. Accomplish work according to the Contract Documents.
5. Complete the work by the time stated in Section 01 10 00 Summary of the Work.

Receipt of the following Addenda and inclusion of their provisions in this Bid is hereby acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Attached hereto are the required:

- a. () Bid Security
- b. () HUD 5369-A Representations, Certifications and Other Statements of Bidders
- c. () 00 43 41 Certification of Intent to Comply with Section 3 Requirements
- d. () 00 45 13 Certificate of Organization and Authority
- e. () 00 45 17 Non-Collusive Affidavit
- f. () 00 45 46 Previous Participation Certification – HUD 2530

Affix Corporate
Seal (if corp.)

FIRM NAME: _____

Title: _____

By: _____

Title: _____

Date: _____

Official Address: _____

Telephone: _____

END OF DOCUMENT 00 41 00

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DOCUMENT 00 43 25

SUBSTITUTION REQUEST FORM – DURING PROCUREMENT

Use this form for substitution requests that will be made prior to signed agreement. This form is not strictly mandatory but may be required by the Architect for specific requests. The bidding documents, including those identified below, define the process for requesting a substitution.

Complete the form and provide attachments that document any other information necessary for an evaluation of the substitute items. Provide a complete description of the proposed substitution including the name of the material or equipment proposed, performance and test data, and relevant drawings. Identify reference standards and provide test results that fully explain how the proposed substitution compares to the specified items. Identify any changes to contract documents that are necessary for inclusion of the substitute items into the project.

Send form to Tobin Fauchaux, tfauchaux@hsrassociates.com, 608-785-4717.

Reference Documents (HUD-5369)

- A. Supplementary Instructions to Bidders Clause 14.
- B. Section 01 25 00 Substitution Procedures.

PROJECT NAME: _____ PROJ. #: _____

REQUESTING COMPANY: _____

CONTACT PERSON: _____ DATE OF REQUEST: _____

CONTACT EMAIL: _____ CONTACT PHONE: _____

SPECIFIED ITEM: _____ SECTION #: _____

PROPOSED SUBSTITUTE ITEM: _____

REASON FOR REQUESTED SUBSTITUTION: _____

ATTACHMENTS: _____

The undersigned certifies that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings.
2. The undersigned will pay for changes to the building design, including architectural/engineering design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The function appearance and quality of the Proposed Substitution are equivalent or superior to the Specified Item

SUBMITTER SIGNATURE: _____

HSR Reviewer: _____

- ☐ Watch for acceptance of the substitution in a future addendum and any associated notes clarifying the acceptance.
- ☐ This item can be submitted as a bidder's choice substitution if bidder choice substitutions are defined and permitted on the bid form.
- ☐ Not accepted.
- ☐ Received too late.

HSR Reviewer Notes: _____

END OF DOCUMENT

DOCUMENT 00 43 41

CERTIFICATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968 [[12 U.S.C. 1701u](#) and [24 CFR Part 75](#)] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD,
2. The worker is employed by a Section 3 Business Concern, or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. a resident of public housing or Section 8 -assisted housing,
 - b. a resident of other public housing projects or Section 8-assisted housing manages by the PHA that is providing the assistance, or
 - b. a YouthBuild participant.

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons,
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers, or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database.

The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Complete the following:

1. Is the bidder (upon award) willing to participate with the Owner to comply with the requirements of Section 3 Clause and the Owner's Section 3 requirements.

☐ Yes ☐ No

2. Is the bidder (upon award) willing to work to achieve the purpose of Section 3 through recruiting, hiring, training and contracting. This includes considering hiring Section 3 Workers for future employment opportunities that are direct result of this HUD funded project. This includes considering subcontracting with Section 3 business concerns and including Section 3 requirements in subcontracts for the work of this project.

☐ Yes ☐ No

3. Is the bidder (upon award) willing to perform information gathering, reporting, record retention, and comply with auditor requirements? This includes completing and submitting forms included in these bidding documents. This includes providing total labor hours, labor hours for Section 3 workers and labor hours for Targeted Section 3 Workers.

☐ Yes ☐ No

4. Is the bidder a Section 3 Business Concern?

☐ Yes ☐ No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to the Owner on Section 3 efforts and accomplishments.

Name of Business:

Street Address

City

State

Zip

Print Name

Title

Signature

Date

END OF DOCUMENT 00 43 41

00 45 00
**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, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

DOCUMENT 00 45 13
CERTIFICATE OF ORGANIZATION AND AUTHORITY

(State of _____)

(County of _____)

I hereby certify that the Bidder on the attached Bid Form is organized as indicated below and that all statements herein are made on behalf of such Bidder. (Fill out applicable paragraph)

CORPORATION: The Bidder is a corporation organized and existing under the

laws of the State of _____.

President: _____,

Secretary: _____.

PARTNERSHIP: The Bidder is a partnership consisting of the following partners:

_____,

_____,

and _____.

SOLE TRADER: The Bidder is an individual operating under the following trade name:

_____.

ADDRESS: The Bidder's business address is: _____

STATUTORY CERTIFICATE

I hereby further certify that I have examined and carefully prepared this Bid from the Project Drawings, Project Manual and other Bidding Documents, have checked the same in detail before submitting this Bid, and have full authority to make these statements, to submit this Bid on behalf of the above mentioned Bidder, and that the above statements are true and correct.

BIDDER: _____

BY: _____

Subscribed and sworn to before me this _____ day of _____, 20____,

_____. Notary Public.

My commission expires _____, 20_____.

END OF DOCUMENT 00 45 13

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DOCUMENT 00 45 17

NON-COLLUSIVE AFFIDAVIT

(State of _____)

(County of _____)

_____ being duly sworn, deposes and says that:

1. S/He is (owner, partner, officer, representative, or agent) of the Bidder that has submitted the attached Bid;
2. S/He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Viroqua Housing Authority or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public

County

My commission expires: _____

END OF DOCUMENT 00 45 17

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WUFGrcetwo gpvqhJ qwulpi cpf Wtdcp Fgxngro gpv
Office of Housing/Federal Housing Commissioner

WUFGrcetwo gpvqhCi tlewnwt g
Farmers Home Administration

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|---|----------------------------|--|---|
| RctvKw dg eqo rnygf d{ Rtlpekr cmqhO wnlkro k{ Rtlqlgevu (See instructions) | | Hqt J WF J S Hb J C wug qpr{ | |
| Reason for submission: | | | |
| 30Agency name and City where the application is filed | | 4. Project Name, Project Number, City and Zip Code | |
| 5. Loan or Contract amount \$ | 6. Number of Units or Beds | 7. Section of Act | 8. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New) |

90Nhwcmrtqrqgf Rtlpekr cmcpf cwcej qti cplk cvlqp ej ctvht cmqti cplk cvlqpu

| Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate | : Tqg qhGcej Rtlpekr cnlp Rtlqlgev | ; 0Gzrgevdf ' Qy pgtuj lr lp Rtlqlgev | 320UUP qt KtUGo rmlf gt Pwo dgt |
|--|------------------------------------|---------------------------------------|---------------------------------|
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Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Y ctpkpi <HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

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

| | | | |
|-----------------------------------|--------------------------|----------------------------|------------------------|
| Pco g qhRtlpekr cn | Uli pcwvt g qhRtlpekr cn | EgtvHecvqp Fcv*o o Ff H{{{ | Ctgc Eqf g cpf Vgr0Pq0 |
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Uej gf wng C< Nkuvqh Rt gxlqwu Rt qlgevu cpf Ugevlqp : Eqpvtcevu Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Pqvg<** 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, **"Pq rt gxlqwu rct vlek cvlqp. Hlt uv Gzrgt lpegeö."**

| 1. Principals Name (Last, First) | 2. List of previous projects (Project name, project ID and, Govt. agency involved) | 3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant) | 4. Status of loan (current, defaulted, assigned, foreclosed) | 5. Was the Project ever in default during your participation [guPq H{gu gznrlp | 6. Last MOR rating and Physical Insp. Score and date |
|----------------------------------|---|---|--|--|--|
| | | | | | |

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

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

Ինքնաշարժիչ Եզրագծի վրա Ռեգիստրացիայի Եզրագծի Գրություն J WF/4752

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

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

Եզրագծի տեղեկությունները լրացնելու համար (գրությունը կապիտալ լատինական տառերով)

Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

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

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

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

Կապիտալ Որոշումների վրա Ռեգիստրացիայի Եզրագծի Գրություն J WF/4752<

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

Principals include all individuals, joint ventures,

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

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

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

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

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

Կապիտալ Որոշումների վրա Ռեգիստրացիայի Եզրագծի Գրություն J WF/4752 Օրոշումների վրա

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

- Projects to be financed with mortgages insured under the National Housing Act (FHA).

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

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

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

Մեղադրանքի Կապիտալ Որոշումների վրա

Դիմումի վրա Կապիտալ Որոշումների վրա this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Դիմում3<Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Դիմում 4< Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include **cm** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Դիմում 5< Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Դիմում 6< Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Դիմում 7< Fill in the section of the Housing Act under which the application is filed.

Դիմում 9< Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

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

Դիմում; < Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Դիմում 32< Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Ինքնաշարժիչ Եզրագծի վրա Ռեգիստրացիայի Եզրագծի Գրություն Uej gf wng C<

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

Եզրագծի 40 All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Եզրագծի 50 List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Equo p 60 Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Equo p 70 Explain any project defaults during your participation.

Equo p 80 Provide the latest Management Review (MOR) rating and Physical Inspection score.

Egtvllcevp After you have completed all other parts of

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

should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

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

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony

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

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

Rtlxce{ CevUcvgo gpv 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.

Rwdnle tgrqtvp dwtfgp for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

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



AIA[®] Document A101[®] – 2017

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)

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

The Owner and Contractor agree as follows.

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.

The parties should complete A101[®]–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[®]–2017, 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.

SAMPLE

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 |

(Paragraph deleted)

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:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.

Init.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

SAMPLE

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

Article 27 of HUD-5370 (01/2014) and Section 01 20 00 Price and Payment Procedures define payment procedures.

(Paragraphs deleted)

Init.

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User Notes:

(1414029923)

ARTICLE 6 DISPUTE RESOLUTION

Article 31 of HUD-5370 (01/2014) defines the process for resolving claims.

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 32 of HUD-5370 (01/2014).

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 34 of HUD-5370 (01/2014), then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 30 of HUD-5370.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of HUD-5370 (01/2014) General Conditions for Construction Contracts – Public Housing Programs, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's Contracting Officer:

(Name, address, email address, and other information)

SAMPLE

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 36 of HUD-5370, Document 00 73 00 Supplementary Conditions, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 10 of HUD-5369 (10/2002), and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 HUD-5369 (10/2002) Instructions to Bidders for Contracts Public and Indian Housing Programs
- .3

(Paragraphs deleted)

HUD-5370 (01/2014) General Conditions for Construction Contract – Public Housing Programs

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

☒ Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|---------------------------------------|------|-------|
| 00 22 13 | Supplementary Instructions to Bidders | | |
| 00 73 00 | Supplementary Conditions | | |

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

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)

SAMPLE

Init.

/

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:23:03 ET on 04/25/2022.

PAGE 2

EXHIBIT A — INSURANCE AND BONDS

PAGE 3

Article 27 of HUD-5370 (01/2014) and Section 01 20 00 Price and Payment Procedures define payment procedures.

§ 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:

SAMPLE

§ 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 amount certified 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 of the amount certified 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 of values 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 In accordance with AIA Document A201™ 2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and

- ~~.3~~ That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

~~§ 5.1.6.2~~ The amount of each progress payment shall then be reduced by:

- ~~.1~~ The aggregate of any amounts previously paid by the Owner;
- ~~.2~~ The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- ~~.3~~ Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- ~~.4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- ~~.5~~ Retainage withheld pursuant to Section 5.1.7.

~~§ 5.1.7 Retainage~~

~~§ 5.1.7.1~~ For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

~~§ 5.1.7.1.1~~ The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

~~§ 5.1.7.2~~ Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

SAMPLE

~~§ 5.1.7.3~~ Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

~~§ 5.1.8~~ If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

~~§ 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 Article 12 of AIA Document A201-2017, 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:

§ 5.3 Interest

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.)

—%

Article 31 of HUD-5370 (01/2014) defines the process for resolving claims.

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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 Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ — Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ — Litigation in a court of competent jurisdiction

☐ — Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017; 32 of HUD-5370 (01/2014).

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, 34 of HUD-5370 (01/2014), then the Owner shall pay the Contractor a termination fee as follows:

PAGE 4

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; 30 of HUD-5370.

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 HUD-5370 (01/2014) General Conditions for Construction Contracts – Public Housing Programs, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative: Contracting Officer:

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, Article 36 of HUD-5370, Document 00 73 00 Supplementary Conditions, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, Article 10 of HUD-5369 (10/2002), and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201 2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203 2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

PAGE 5

SAMPLE

- .2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds HUD-5369 (10/2002) Instructions to Bidders for Contracts Public and Indian Housing Programs
- .3 AIA Document A201™ 2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this Agreement.)

HUD-5370 (01/2014) General Conditions for Construction Contract – Public Housing Programs

...

[☒] Supplementary and other Conditions of the Contract:

...

00 22 13

Supplementary
Instructions to Bidders

00 73 00

Supplementary
Conditions

DOCUMENT 00 50 00

AGREEMENT FORMS

The following agreement form will be provided by the Owner and shall be reviewed and completed by the successful Contractor and submitted to the Owner at the Owner's direction following notification.

1. "Standard Form of Agreement Between Owner and Contractor - Stipulated Sum", AIA Document A101, 2017 Edition.

END OF DOCUMENT 00 50 00

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DOCUMENT 00 55 00

NOTICE TO PROCEED

TO: _____ Contract No.: _____
_____ Date: _____

PROJECT: **VIROQUA HOUSING AUTHORITY
PARK VIEW MANOR – PARKING RENOVATION
200 PARK VIEW COURT
VIROQUA, WISCONSIN 54665
PROJECT NO. 24012-1**

Pursuant to the terms of your contract, dated _____ 20____,
for _____ Work for the above referenced Project, you are hereby
notified to commence work thereunder at the start of business on _____ 20____. The Time for
Completion set forth in the contract is _____ calendar days, including the starting day, which
establishes _____, 20____, as the completion date.

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

You are informed that _____ has been appointed Contracting Officer and is duly
authorized to administer your Contract for, and in the name of _____.

Under separate cover, there is being forwarded to you one executed set of Contract Documents,
consisting of the Contract, Performance and Payment Bond, Project Specifications and Project
Drawings.

You are instructed to submit for our approval a breakdown of your Contract Price on the enclosed
forms without delay.

Please acknowledge receipt of this Notice by signing and dating it. Return all copies promptly to
this office.

ACCEPTED: _____
(Contractor)

By: _____ By: _____

Title: _____ Title: _____

Date: _____

END OF DOCUMENT 00 55 00

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Document 00 55 01
Sales and Use Tax Exemption Certificate (Sample)
WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE

Check One ☐ Single Purchase ☐ Continuous

| | |
|---------------------------|---------------------|
| Purchaser's Business Name | Purchaser's Address |
|---------------------------|---------------------|

The above purchaser, whose signature appears on the reverse side of this form, claims exemption from Wisconsin state, county, baseball or football stadium, local exposition, and premier resort sales or use tax on the purchase, lease, license, or rental of tangible personal property, property under sec. 77.52(1)(b), items under sec. 77.52(1)(c), goods under sec. 77.52(1)(d), or taxable services, as indicated by the box(es) checked below.

I hereby certify that I am engaged in the business of selling, leasing, licensing, or renting: _____

(Purchaser's description of property, items, goods, or services sold by purchaser.)

Purchaser's description of property or services purchased (itemize property, items, or goods purchased if "single purchase"):

| | |
|---------------|------------------|
| Seller's Name | Seller's Address |
|---------------|------------------|

REASON FOR EXEMPTION

☐ **Resale** (Enter purchaser's seller's permit or use tax certificate number) _____

Manufacturing and Biotechnology

- ☐ Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- ☐ Machines and specific processing equipment and component parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- ☐ The repair, service, alteration, fitting, cleaning, painting, coating, towing, inspection, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed. Tools used to repair exempt machines are not exempt.
- ☐ Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state. Percent of fuel exempt: _____ Percent of electricity exempt: _____ %
- ☐ Portion of the amount of fuel converted to steam for purposes of resale. Percent of fuel exempt: _____ %
- ☐ Property used exclusively and directly in qualified research, by persons engaged in manufacturing at a building assessed under s. 70.995, by persons engaged primarily in biotechnology in Wisconsin, or a combined group member conducting qualified research for another combined group member that meets these requirements.

Farming

(To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, or custom farming services.)

- ☐ Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming. This includes services to the property and items above.
- ☐ Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- ☐ Breeding and other livestock, poultry, and farm work stock.
- ☐ Containers for fruits, vegetables, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage. Baling twine and baling wire.
- ☐ Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- ☐ Animal bedding, medicine for farm livestock, and milk house supplies.

Governmental Units and Other Exempt Entities

Enter CES No., if applicable

- ☐ The United States and its unincorporated agencies and instrumentalities.
- ☐ Any federally recognized American Indian tribe or band in this state.
- ☐ Wisconsin state and local governmental units, including the State of Wisconsin or any agency thereof, Wisconsin counties, cities, villages, or towns, and Wisconsin public schools, school districts, universities, or technical college districts.
- ☐ Organizations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or for the prevention of cruelty to children or animals. CES Number _____ (Required for Wisconsin organizations).

Other

- ☐ Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.
- ☐ Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC, IC, or MC No. (if applicable) _____.
- ☐ Machines and specific processing equipment used exclusively and directly in a fertilizer blending, feed milling, or grain drying operation, including repair parts, replacements, and safety attachments.
- ☐ Building materials acquired solely for and used solely in the construction or repair of holding structures used for weighing and dropping feed or fertilizer ingredients into a mixer or for storage of such grain, if such structures are used in a fertilizer blending, feed milling, or grain drying operation.
- ☐ Tangible personal property purchased by a person who is licensed to operate a commercial radio or television station in Wisconsin, if the property is used exclusively and directly in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.
- ☐ Fuel and electricity consumed in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.
Percent of fuel exempt: _____ % Percent of electricity exempt: _____ %
- ☐ Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales.
- ☐ Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services.
- ☐ Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility. Caution: Do not check the "continuous" box at the top of page 1.
- ☐ Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility.
(Percent of electricity or natural gas exempt _____ %)
- ☐ Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential** or **farm** use.
- | | % of Electricity
Exempt | % of Natural Gas
Exempt | % of Fuel
Exempt |
|--|----------------------------|----------------------------|---------------------|
| <input type="checkbox"/> Residential | _____ % | _____ % | _____ % |
| <input type="checkbox"/> Farm | _____ % | _____ % | _____ % |
- Address Delivered: _____
- ☐ Percent of printed advertising material solely for out-of-state use. _____ %
- ☐ Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.
- ☐ Computers and servers used primarily to store copies of the product that are sent to a digital printer, a plate-making machine, or a printing press or are used primarily in prepress or postpress activities, by persons whose NAICS code is 323111, 323117, or 323120.
- ☐ Purchases from out-of-state sellers of tangible personal property that are temporarily stored, remain idle, and not used in this state and that are then delivered and used solely outside this state, by persons whose NAICS code is 323111, 323117, or 323120.
- ☐ Other purchases exempted by law. (State items and exemption). _____

I hereby certify that if the item(s) being purchased are not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability that may include tax, interest, and penalty.

Signature of Purchaser

Print or Type Name

Title

Date

INSTRUCTIONS

This certificate may be used to claim exemption from Wisconsin state, county, baseball and football stadium, local exposition, and premier resort sales or use taxes.

Under the sales and use tax law, all receipts from sales of tangible personal property, property, items and goods under sec. 77.52(1)(b), (c), and (d), or taxable services are subject to the tax until the contrary is established. However, a seller who receives a fully completed exemption certificate no later than 90 days after the date of sale is relieved of any responsibility for collection or payment of the tax upon transactions covered by the certificate. A fully completed certificate is one which is completely filled in and indicates the reason for exemption.

RESALE: A purchaser using the resale exemption is attesting that the tangible personal property, property, items, or goods under sec. 77.52(1)(b), (c), or (d), or taxable services being purchased will be resold, leased, licensed, or rented. However, in the event any such property, items, or goods is used for any purpose other than retention, demonstration, or display while holding it for sale, lease, license, or rental in the regular course of business, the purchaser is required to report and pay the tax on the purchase of the property, item, or good.

The following purchasers may make purchases for resale even though they do not hold a Wisconsin seller's permit or use tax certificate: (a) A wholesaler who only sells to other sellers for resale may insert "Wholesale only" in the space for the seller's permit number; (b) A person who only sells or repairs exempt property, such as to a manufacturer or farmer, may insert "Exempt sales only"; (c) A nonprofit organization may insert "Exempt sales only" if its subsequent sales of the tangible personal property, property, items, or goods under sec. 77.52(1)(b), (c), or (d), or taxable services are exempt as occasional sales.

A seller is allowed to accept an exemption certificate from an out-of-state retailer claiming the resale exemption for tangible personal property and items, property, and goods under sec. 77.52(1)(b), (c) and (d), Wis. Stats., drop shipped to a Wisconsin location, regardless of whether or not the out-of-state retailer holds a Wisconsin seller's permit. The out-of-state retailer's permit number, if the other state issues one, and state should be listed on the exemption certificate. If the exemption certificate does not list the Wisconsin seller's permit number or the out-of-state retailer's permit number and state, to be fully complete and valid the exemption certificate must contain a statement indicating the out-of-state retailer is a seller that is not required to hold a permit.

A resale exemption may be granted if the purchaser is unable to ascertain at the time of purchase whether the property will be sold or will be used for some other purpose. If the buyer purchases an item without tax for resale, but uses the item, the buyer owes use tax on its purchase of the item.

MANUFACTURING: "Manufacturing" means the production by machinery of a new article of tangible personal property or items or property under sec. 77.52(1)(b) or (c) with a different form, use, and name from existing materials, by a process popularly regarded as manufacturing, and that begins with the conveying raw materials and supplies from plant inventory to the place where work is performed in the same plant and ends with conveying finished units of tangible personal property or items or property under sec. 77.52(1)(b) or (c) to the point of first storage in the same plant.

FARMING: This certificate may not be used by farmers to claim exemption for the purchase of motor vehicles or trailers for highway use, lawn or garden tractors, snowmobiles, or for items used for the personal convenience of the farmer. When claiming an exemption for an ATV which is also registered for public use, a written description including the percentages of time for personal and farm use, must be submitted with the ATV Registration Application.

The sales price from the sale of electricity, natural gas, and other fuels for use in farming are exempt all 12 months of the year. Farmers claiming this exemption should check the box for electricity and fuel located in the "Other" section.

This certificate cannot be used as an exemption for paying Wisconsin motor vehicle fuel tax.

GOVERNMENTAL UNITS AND OTHER EXEMPT ENTITIES:

A seller may accept exemption certificates from federal and Wisconsin governmental units and federally recognized American Indian tribes or bands in Wisconsin. Instead of obtaining an exemption certificate, a seller may (1) accept a purchase order from the governmental unit or tribe or band, or (2) record the governmental unit or tribe or band's Certificate of Exempt Status (CES) number on its invoices. Governmental units of other countries and states are not exempt from Wisconsin sales tax.

The exemption for the United States and its unincorporated agencies and instrumentalities may also be claimed by any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States.

The exemption for Wisconsin governmental units and other exempt entities may be claimed by: Local Exposition District, Professional Baseball Park District, Professional Football Stadium District, UW Hospitals and Clinics Authority, Wisconsin Aerospace Authority, Health Insurance Risk-Sharing Plan Authority, Wisconsin Economic Development Authority, Fox River Navigational System Authority, public inland lake protection and rehabilitation districts, municipal public housing authorities, uptown business improvement districts, local cultural arts districts, county-city hospitals, sewerage commissions, metropolitan sewerage districts, or joint local water authorities.

Organizations holding a Certificate of Exempt Status (CES)

number: Wisconsin organizations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or for the prevention of cruelty to children or animals, may purchase products or services exempt from Wisconsin sales tax if the organization holds a CES number issued by the Wisconsin Department of Revenue. Wisconsin and federal governmental units, and any federally recognized American Indian tribe or band in Wisconsin, will also qualify for a CES.

A similar out-of-state organization, generally organized under sec. 501(c)(3) of the Internal Revenue Code, may purchase products or services exempt from Wisconsin sales tax even though it has not been issued a CES number. This exemption does *not* apply to out-of-state public schools, including public colleges and universities, and governmental units from other states.

Purchases (for lodging, meals, auto rental, etc.) by employees/representatives of exempt organizations performing organization business, are exempt from sales tax, provided 1) the retailer issues the billing or invoice in the name of the exempt organization, 2) the CES number is entered on the billing or invoice, and 3) the retailer retains a copy of that document.

OTHER:

Containers: This exemption applies regardless of whether or not the containers are returnable. Containers used by the purchaser only for storage or to transfer merchandise owned by the purchaser from one location to another do not qualify for the exemption.

Common or contract carriers: The exemption available to common or contract carriers for certain vehicles and repairs listed on this certificate applies only to those units used "exclusively" in such common or contract carriage. A carrier may qualify for the common or contract carriage exemption even if it does not hold a LC or IC number. The fact that a carrier holds a LC or IC number is not in itself a reason for exemption. A carrier may qualify for the common or contract carrier exemption even if it does not hold an LC or IC number.

Waste treatment facilities: The exemption applies to the sale of tangible personal property and items and property under sec. 77.52(1)(b) and (c) to a contractor for incorporation into real property which is part of an industrial or commercial waste treatment facility that qualifies for property tax exemption or a Wisconsin or federal governmental waste treatment facility.

Electricity, natural gas, fuel oil, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel:

- The sales price from the sale of electricity and natural gas for residential use during the months of November through April are exempt from sales and use tax.
- The sales price from sales of fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel sold for residential use are exempt from sales or use tax. Wood pellets are considered 100% wood even though the pellets may contain a small amount of binding material used to form the pellets.
- The sales price from the sale of fuel and electricity for use in farming are exempt all year.

A retailer of electricity, fuel, or natural gas shall have a signed exemption certificate for exempt sales for residential or farm use unless any of the following apply:

1. 100% of the electricity, fuel, or natural gas is for exempt use.
2. The sale is to an account which is properly classified as residential or farm pursuant to schedules which are filed for rate tariff with the Wisconsin Public Service Commission which are in force at the time of sale.
3. The sale is to an account which is properly classified as residential or farm for classification purposes as directed by the Federal Rural Electrification Administration.

"Farm use" means used in farming, including use in a tractor or other farm machines used directly in farming, in a furnace heating a farm building, in providing lighting in farm buildings, and use in operating motors of machines used directly in farming.

"Residential use" means use in a structure or portion of a structure which is a person's permanent principal residence. It does not include use in motor homes, travel trailers, other

recreational vehicles, or transient accommodations. "Transient accommodations" means rooms or lodging available to the public for a fee for a continuous period of less than one month in a building such as a hotel, motel, inn, tourist home, tourist house or court, summer camp, resort lodge, or cabin.

Other purchases exempted by law include:

1. Printed material which is designed to advertise and promote the sale of merchandise, or to advertise the services of individual business firms, which printed material is purchased and stored for the purpose of subsequently transporting it outside the state by the purchaser for use thereafter solely outside the state.
2. Parts, supplies, or repairs for a school bus used exclusively as a contract carrier pursuant to a contract with a school or other organization.
3. Waste reduction and recycling machinery and equipment, including parts and repairs, which are exclusively and directly used for waste reduction and recycling activities.
4. Railway cars, locomotives, and other rolling stock used in railroad operations, or accessories, attachments, parts, lubricants, or fuel therefor.
5. Commercial vessels and barges of 50-ton burden or over engaged in interstate or foreign commerce or commercial fishing, and accessories, attachments, parts, and fuel therefor.
6. Fuel sold for use in motorboats that are regularly employed in carrying persons for hire for sport fishing in and upon the outlying waters, as defined in sec. 29.001(63), Wis. Stats., and the rivers and tributaries specified in sec. 29.2285(2) (a)1. and 2., Wis. Stats., if the owner and all operators are licensed under sec. 29.514, Wis. Stats., to operate the boat for that purpose.
7. A product whose power source is the wind, direct radiant energy received from the sun, or gas generated by the anaerobic digestion of animal manure and other agricultural waste, if the product produces at least 200 watts of alternating current or at least 600 British thermal units per day, but not including a product that is an uninterruptible power source that is designed primarily for computers.
8. Effective July 1, 2013, snowmaking and snow-grooming machines and equipment, including accessories, attachments, and parts for the machines and fuel and electricity used to operate such machines and equipment, that are used exclusively and directly for snowmaking at ski hills, ski slopes, and ski trails.
9. Effective July 1, 2013, advertising and promotional direct mail and printing services used to produce advertising and promotional direct mail.

SIGNATURE: For corporations, this form must be signed by an employee or officer of the corporation.

QUESTIONS: If you have questions, please contact us.

WISCONSIN DEPARTMENT OF REVENUE
Customer Service Bureau
PO Box 8949
Madison WI 53708-8949

Phone: (608) 266-2776
Fax: (608) 267-1030
Website: revenue.wi.gov

DOCUMENT 00 60 00

PROJECT FORMS

The following is a partial list of forms used during the project.

1.01 BOND FORMS REQUIRED OF THE CONTRACTOR

- A. Document 00 61 13.13 AIA A312-2010 Performance Bond Form
- B. Document 00 61 13.16 AIA A312-2010 Payment Bond Form

1.01 CERTIFICATES AND OTHER FORMS

- A. Document 00 62 01 Payroll WH-347
 - 1. See <https://www.dol.gov/agencies/whd/forms/wh347> for instructions and applicability information. Subject to Architect and Owner approval, it is permissible for Contractor to use Contractor's own form that complies with the federal requirements.
- B. Document 00 62 73 Schedule of Amounts for Contract Payments – HUD 51000
 - 1. Use of this form is mandatory for this contract. See instructions on the form.
- C. Application for Payment Form – Not included in project manual. Use AIA forms referenced below or similar forms approved by Architect and Owner that provide the required information and function in similar manner.
 - 1. AIA G702-1992 Application and Certificate for Payment.
 - 2. AIA G703-1992 Continuation Sheet.
 - 3. These forms are available from AIA at www.aiacontracts.org.

1.02 CLARIFICATION AND MODIFICATION FORMS

- A. Document 00 63 25 Substitution Request Form – During Construction

1.03 CLOSEOUT FORMS

- A. Document 00 65 15 Wage Rate Certificate of Compliance
- B. Document 00 65 19.19 Consent of Surety to Final Payment

1.05 STATUTORY REQUIREMENTS

- A. Document 00 62 41.01 Section 3 Public Housing/Section 8 Certification Form
- B. Document 00 62 41.03 Section 3 Employer Certification Form
- C. Document 00 62 41.05 Section 3 Worker Self-Certification Form
- D. Document 00 62 43.01 Section 3 Labor Reporting per Contractor / Subcontractor.
- E. Document 00 62 43.03 Section 3 Periodic Project Labor Reporting.
- F. Document 00 62 45 Section 3 Qualitative Efforts Form.

END OF DOCUMENT 00 60 00

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Performance Bond Form (Sample)

**AIA® Document A312™ – 2010****Performance Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

*(Name and location)***BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name

and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 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 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 a declaration of 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 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 page on which their signature appears.

§ 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **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 Contractor 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.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 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

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Init.

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4

Payment Bond Form (Sample)



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 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

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Init.



U.S. Department of Labor

Wage and Hour Division

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

OMB No.:1235-0008
Expires: 07/31/2024

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

(over)

Date _____

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

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; 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
_____ from the full
(Contractor or Subcontractor)

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 |
|-------------------|-------------|
| | |
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| | |

REMARKS:

| | |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
| | |

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.

Document 00 62 41.01

Section 3 Public Housing/Section 8 Certification Form (based on HUD Form 4736)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.31.

This form should be completed by either a representative of a Public Housing Authority, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8 assisted housing.

Please provide the worker's information below:

Printed Name of Worker: _____

| | | | | |
|--|------|------|-------|-----|
| Street Address (<i>Not a PO Box</i>) | Apt# | City | State | Zip |
|--|------|------|-------|-----|

Phone #: _____ Email: _____

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct information and certifies that the worker identified above is a participant in a PHA or Section 8 assisted housing program.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Housing Representative Signature

Date

END OF DOCUMENT 00 62 41.01

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SECTION 3 EMPLOYER CERTIFICATION FORM (BASED ON HUD FORM 4736B)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31.

This form is to be filled out by a representative of an employer of a Section 3 worker.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (Not a PO Box) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

| | |
|--|--------------------------------|
| <input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis* | Income limit** \$ _____ |
| <input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern) | |

*Currently or at the time of hire if hired within the past 5 years

** See www.huduser.gov/portal/datasets/il.html for current limits, reference "Low Income".

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature _____

Date _____

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Section 3 Worker Self-Certification Form (based on HUD Form 4736D)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification requirements. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or, the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

To qualify as a Section 3 Worker, you must self-certify that you meet one of the following requirements OR have your employer certify that you are employed by a Section 3 Business concern:

| | |
|--|----------------------------|
| <ul style="list-style-type: none"> Income for the previous year is below income limit* A participant in a means-tested program such as public housing or Section 8-assisted housing A YouthBuild Participant* | Income limit** \$ _____ |
|--|----------------------------|

*Currently or at the time of hire if hired within the past 5 years.

** See www.huduser.gov/portal/datasets/il.html for current limits, reference "Low Income".

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement listed below you meet to be considered a Targeted Section 3 worker in the box below. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

| |
|---|
| <ul style="list-style-type: none"> A participant in a means-tested program such as public housing or Section 8-assisted housing A YouthBuild participant* |
|---|

*Currently or at the time of hire if hired within the past 5 years

☐ In addition to qualifying as a Section 3 Worker, I meet at least one of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

END OF DOCUMENT 00 62 41.05

SECTION 3 LABOR REPORTING PER CONTRACTOR / SUBCONTRACTOR

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 requirements listed in 24 CFR § 75.15 and 24 CFR § 75.31.

This form is intended to be completed by the Contractor and by Subcontractors that employ Section 3 (ref. 75.5) or Targeted Section 3 workers (ref. 75.11). Provide this form to the Contractor for each project for each reporting period.

An alternative to the use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

Contractor / Subcontractor Name: _____

Project Name & Number: _____

Period included in this Report: From (date) _____ To (date) _____

Table 1 – Total number of hours worked by Section 3 and Targeted Section 3 workers

| Employee Name | Section 3 Worker (check if applicable) | Targeted Section 3 Worker (check if applicable) | Labor hours worked by this employee on this project during this period | Labor hours worked by Section 3 workers | Labor hours worked by Targeted Section 3 workers |
|--|---|--|--|---|--|
| Section 3 and Targeted Section 3 Workers | | | | | |
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| Section 3 and Targeted Section 3 Workers in Professional Services | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Totals | | | | | |

Table 2 – Total number of labor hours worked

| | |
|---|--|
| Labor Hours for all project workers: <ul style="list-style-type: none"> - You may include labor hours for Section 3 Professional Services workers. - Do not include labor hours for non-section 3 Professional Services workers. - Ref. 24 CFR 75.15 (a)(4) to see the wording of the regulation. | |
|---|--|

Form Completed By _____

Date _____

END OF DOCUMENT 00 62 43.01

Resources for completing the Section 3 Labor Reporting Per Contractor / Subcontractor form.

Documents:

The following forms included in this project manual are intended to collect and record information that can be used by the employer to categorize employees as Section 3 Workers and Targeted Section 3 Workers.

- 00 62 41.01 Section 3 Public Housing – Section 8 Certification
- 00 62 41.03 Section 3 Employer Certification Form
- 00 62 41.05 Section 3 Worker Self-Certification Form

Definitions (as defined in 24 CFR 75):

- Professional Services means non-construction services that require an advanced degree or professional licensing, including but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.
- Section 3 worker means:
 - (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a YouthBuild participant.
 - (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
 - (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.
- Targeted Section 3 worker means a Section 3 worker who is:
 - (1) A worker employed by a Section 3 business concern; or
 - (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

Note: Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

Example Table 1 – Total number of hours worked by Section 3 and Targeted Section 3 workers

| Employee Name | Section 3 Worker (check if applicable) | Targeted Section 3 Worker (check if applicable) | Labor Hours on this project this period | Section 3 Labor Hours | Targeted Section 3 Labor Hours |
|---|---|--|---|-----------------------|--------------------------------|
| Section 3 and Targeted Section 3 Workers | | | | | |
| Gerald Black | X | X | 40 | 40 | 40 |
| Lindsey White | X | | 40 | 40 | 0 |
| Section 3 and Targeted Section 3 Workers in Professional Services | | | | | |
| Martin Green | X | X | 10 | 10 | 10 |
| Totals | | | | 90 | 50 |

DOCUMENT 00 62 43.03

SECTION 3 PERIODIC PROJECT LABOR REPORTING

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.15 and 24 CFR § 75.31.

This form is intended to be completed by the Contractor. Subcontractors may use Document 00 62 43.03 to communicate labor hours for their employees to the Contractor.

An alternative to the use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

Project Name & Number: _____

Period included in this Report: From (date) _____ To (date) _____

Table 1 – Labor Hours for the Period

| Business Name | Section 3 Labor Hours (total from table 1 in form 00 62 43.01) | Targeted Section 3 Labor Hours (total from table 1 in form 00 62 43.01) | Total Labor Hours (total from table 2 in form 00 62 43.01) | Section 3 Labor Hours Percentage (column 2 divided by column 4) | Targeted Section 3 Labor Hour Percentage (column 3 divided by column 4) |
|---------------|--|--|--|--|---|
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| | | | | | |
| | | | | | |
| Totals | | | | | |

Contractor _____

Form Completed By _____

Date _____

END OF DOCUMENT 00 62 43.01

Attachment A to Document 00 62 43.03

Resources for completing the Section 3 Periodic Project Labor Reporting form.

Documents:

The following forms included in this project manual are intended to collect and record information that can be used by the employer to categorize employees as Section 3 Workers and Targeted Section 3 Workers.

- 00 62 41.01 Section 3 Public Housing – Section 8 Certification
- 00 62 41.03 Section 3 Employer Certification Form
- 00 62 41.05 Section 3 Worker Self-Certification Form

Document 00 62 43.01 “Section 3 Labor Reporting per Contractor – Subcontractor” can be used to collect and communicate information needed to complete the current form.

DOCUMENT 00 62 45

SECTION 3 QUALITATIVE EFFORTS FORM

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification requirements. This form may be used by the Owner, Contractor or a Subcontractor to report and record on the qualitative nature or their Section 3 compliance activities if Section 3 benchmarks are not met. Reference 25 CFR 75.15(b) for additional description of requirements.

The state of Iowa created a guide to Qualitative Efforts that is not binding but can be used as a guide. See slides 20-43 in the following link: <https://www.iowaeda.com/UserDocs/2023cdbq-section-3-qualitative-efforts-dos-and-donts.pdf>.

Checkmark and describe qualitative efforts listed below. Add additional sheets / information as needed to record the efforts.

- ☐ 1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.

- ☐ 2. Provided training or apprenticeship opportunities.

- ☐ 3. Provided technical assistance to help Section 3 workers compete for jobs e.g., resume assistance, coaching.

- ☐ 4. Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

- ☐ 5. Held one or more job fairs.

- ☐ 6. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).

- ☐ 7. Provided assistance employees to apply for/or attend community college, a four-year educational institution, or vocational/ technical training.

- ☐ 8. Assisted Section 3 workers to obtain financial literacy training and/or coaching.

- ☐ 9. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

- ☐ 10. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

☐ 11. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

☐ 12. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

☐ 13. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

☐ 14. Outreach, engagement, or referrals with the state one-stop system as defined in Section 21(e)(2) of the Workforce Innovation and Opportunity Act.

☐ 15. Other. Specify:

Identify documents attached to this form that have additional information:

END OF DOCUMENT 00 62 45

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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)

Table with 7 columns: 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)

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 | | Site Improvements |
| 2 | General Conditions | 21 | Metal Bucks | 44 | Retaining Walls |
| 3 | Demolition & Clearing | 22 | Caulking | 45 | Storm Sewers |
| | Structures | 23 | Weatherstripping | 46 | Sanitary Sewers |
| 4 | General Excavation | 24 | Lath & Plastering-Drywall | 47 | Water Distribution System |
| 5 | Footing Excavation | 25 | Stucco | 48 | Gas Distribution System |
| 6 | Backfill | 26 | Finish Carpentry | 49 | Electrical Distribution System |
| 7 | Foundation Piles & Caissons | 27 | Finish Hardware | 50 | Street & Yard Lighting |
| 8 | Concrete Foundations | 28 | Glass & Glazing | 51 | Fire & Police Alarm System |
| 9 | Concrete Superstructures | 29 | Metal Doors | 52 | Fire Protection System |
| 10 | Reinforcing Steel | 30 | Metal Base & Trim | 53 | Street Work |
| 11 | Waterproofing & Dampproofing | 31 | Toilet Partitions | 54 | Yard Work |
| 12 | Spandrel Waterproofing | 32 | Floors | 55 | (Other) |
| 13 | Structural Steel | 33 | Painting & Decorating | 56 | (Other) |
| 14 | Masonry | 34 | Screens | | Equipment |
| 15 | Stonework | 35 | Plumbing | 57 | Shades & Drapery Rods |
| 16 | Miscellaneous & Ornamental Metal | 36 | Heating | 58 | Ranges |
| 17 | Metal Windows | 37 | Ventilating System | 59 | Refrigerators |
| 18 | Roofing | 38 | Electrical | 60 | Kitchen Cabinets & Work Tables |
| 19 | Sheet Metal | 39 | Elevators | 61 | Laundry Equipment |
| | | 40 | Elevator Enclosures—Metal | 62 | (Other) |
| | | 41 | Incinerators—Masonry & Parts | | Punch List ¹ / ₂ |
| | | 42 | (Other) | 63 | Lawns & Planting |
| | | 43 | (Other) | 64 | |

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.

DOCUMENT 00 63 25

SUBSTITUTION REQUEST FORM – DURING CONSTRUCTION

Use this form for substitution requests following signed agreement. This form is not strictly mandatory but may be required by the Architect for specific requests. The contract documents, including those identified below, define the process for requesting a substitution or getting approval of an item.

Complete the form and provide attachments that document any other information necessary for an evaluation of the substitute items. Provide a complete description of the proposed substitution including the name of the material or equipment proposed, performance and test data, and relevant drawings. Identify reference standards and provide point by point comparison that documents how the proposed substitute item compares to the specified item. Identify any changes to contract documents that are necessary for inclusion of the substitute items into the project.

Submit substitutions requests to arch. spec. writer: tfaucheux@hsrassociates.com

Reference Documents (HUD 5370):

- A. General Conditions for Construction Contracts Clause 14.
- B. Section 01 25 00 Substitution Procedures.

PROJECT NAME: _____ PROJ. #: _____

REQUESTING COMPANY: _____

CONTACT PERSON: _____ DATE OF REQUEST: _____

CONTACT EMAIL: _____ CONTACT PHONE: _____

SPECIFIED ITEM: _____ SECTION #: _____

PROPOSED SUBSTITUTE ITEM: _____

ATTACHMENTS:

The undersigned certifies that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings.
2. The undersigned will pay for changes to the building design, including architectural/engineering design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The function appearance and quality of the Proposed Substitution are equivalent or superior to the Specified Item.
6. Cost and schedule information provided are complete. Any additional costs or schedule delays associated with this substitution will paid for and remediated by the requestor without claim to the Owner or Architect.

SUBMITTER SIGNATURE: _____

HSR Reviewer: _____

HSR Reviewer Notes: _____

Contracting Officer (Owner): _____

Contracting Officer Notes: _____

Disposition of submittal request:

☐

Watch for acceptance of the substitution in a future addendum and any associated notes clarifying the acceptance.

☐

Not accepted.

Date of Disposition: _____

END OF DOCUMENT

DOCUMENT 00 65 15
CERTIFICATE OF COMPLIANCE

I hereby certify that I have fully complied with the Contract provisions relating to the payment of wage rates included therein as determination WI20250011.

I also certify that I have received evidence from each of my agents and subcontractors of their compliance with the same provisions.

Signed _____

Title _____

Contractor _____

Subscribed and sworn to me this day
of _____, 20

Notary Public _____ County _____ My Commission expires

END OF DOCUMENT 00 65 15

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DOCUMENT 00 65 19.19

CONSENT OF SURETY TO FINAL PAYMENT

**PROJECT: VIROQUA HOUSING AUTHORITY
PARK VIEW MANOR – PARKING RENOVATION
200 PARK VIEW COURT
VIROQUA, WISCONSIN 54665
PROJECT NO. 24012-1**

**OWNER: VIROQUA HOUSING AUTHORITY
200 PARK VIEW COURT
VIROQUA, WISCONSIN 54665
ATTENTION: WENDY WINTERFIELD**

CONTRACTOR: _____

CONTRACT FOR: ENTIRE WORK

CONTRACT DATE: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, _____, SURETY COMPANY, on bond of _____, Contractor, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner, named above, as set forth in said Surety Company's bond.

It is further agreed that, in giving this consent, the Surety has made its own investigation to determine that said payment should be made to the Contractor and has not relied on any representation by the Architect/Engineer which has induced it to consent to such payment. Surety hereby expressly waives all claims against the Architect/Engineer and the Owner for wrongful release of funds to the Contractor.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this day of _____, 20____.

Surety Company _____

Attest: Signature of Authorized Representative _____

(Seal)

Title _____

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General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. 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.

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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 Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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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.

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

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

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

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

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

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

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

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

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

37. Subcontracts

- (a) Definitions. As used in this contract -

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

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

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

- (a) Placing qualified small and minority businesses andÁ women's business enterprises on solicitation lists;Á
- (b) Ensuring that small and minority businesses andÁ women's business enterprises are solicited wheneverÁ they are potential sources;Á
- (c) Dividing total requirements, when economically feasible,Á into smaller tasks or quantities to permit maximumÁ participation by small and minority businesses andÁ women's business enterprises;Á
- (d) Establishing delivery schedules, where the requirementsÁ of the contract permit, which encourage participation byÁ small and minority businesses and women's businessÁ enterprises; andÁ
- (e) Using the services and assistance of the U.S. SmallÁ Business Administration, the Minority BusinessÁ Development Agency of the U.S. Department ofÁ Commerce, and State and local governmental smallÁ business agencies.Á

39. Equal Employment Opportunity

During the performance of this contract, the ContractorÁ Ñ^||^| agrees as follows:Á

- (a) The ContractorÑ^||^| shall not discriminate against anyÁ employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.Á
- (b) The ContractorÑ^||^| shall take affirmative action to Á ensure thatÁ applicants are employed, and that employees Á are treatedÁ during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such actionÁ shall include, but not be limited to, (1) employment, (2)Á upgrading demotion, (4) transfer, (5) recruitment orÁ recruitment advertising, (6) layoff or termination, (7) rates/ of pay or other forms of compensation, and (8) selectionÁ for training including apprenticeship Á

(c) The Contractor shall agree to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

(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 that the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

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

41. Interest of Members of Congress

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

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

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

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

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

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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DOCUMENT 00 72 00

GENERAL CONDITIONS

The General Conditions for this Project apply to Work under all Sections of this Project Manual.

HUD-5370 (1/2014) - "General Conditions of the Contract for Construction - Public Housing Program",
19 pages.

END OF DOCUMENT 00 72 00

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SECTION 00 73 00
SUPPLEMENTARY CONDITIONS FOR HUD-5370 (1/2014)

The following supplements modify the HUD-5370 (1/2014) "General Conditions of the Contract for Construction - Public Housing Programs." Where a portion of said General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of said General Conditions shall remain in effect.

The documents referenced below are included in the supplementary conditions:

Document 00 73 43 Wage Rates Requirements
Document 00 73 46 Wage Determination Schedule
Document 00 73 73 Statutory Requirements

ARTICLE 1. DEFINITIONS

ADD TO SUBPARAGRAPH (a) THE FOLLOWING SENTENCE:

The term "Architect" shall also mean "Architect/Engineer", "AE," and "HSR Associates, Inc." when used in the Contract Documents.

ADD TO SUBPARAGRAPH (e) THE FOLLOWING SENTENCE:

Wherever the term "Drawings" is used in the General Conditions it shall mean "Project Drawings", prepared and/or assembled by the AE specifically for this Project, by agreement with the Owner.

ADD TO SUBPARAGRAPH (h) THE FOLLOWING SENTENCE:

References in the bidding and contract documents to "VHA," "Local Authority", and "Owner" refer to "PHA" and "Public Housing Agency."

ADD TO SUBPARAGRAPH (i) THE FOLLOWING CLAUSES:

- (1) The "Specifications" defined in Subparagraph (i) shall mean the "Project Manual" defined in Subparagraph (m) below, prepared and/or assembled by the AE specifically for this Project, by agreement with the Owner.
- (2) The term "Technical Specifications" shall mean the Project Specifications consisting of Divisions 1 through 33 in the Project Manual.

ADD THE FOLLOWING SUBPARAGRAPH:

(m) The "Project Manual" is the bound volume of documentary information prepared and assembled for the Owner by the AE for the specific purpose of bidding and constructing the Work of this Project and includes the Bidding Requirements, Contract Forms, Conditions of the Contract, the Project Specifications and certain Project Drawing standards, schedules and details.

ARTICLE 2. CONTRACTOR'S RESPONSIBILITY FOR WORK

ADD THE FOLLOWING SUBPARAGRAPHS:

- (i) Before ordering any materials or performing any Work, the Contractor shall verify all measurements at the Project Site related to that particular Work and shall be responsible for accuracy of same. No extra compensation will be authorized to the Contractor due to differences between actual measurements as constructed or existing

and the dimensions shown on the Project Drawings. Any discrepancy in this respect shall be reported immediately to the AE. All component parts of the Work shall be carefully checked and laid out in order that the completed Work, as a whole, shall conform to the intent of the Project Drawings and Project Specifications.

(j) The Contractor may protest in writing to a specified method required or implied by the Contract Documents, the results of which shall be guaranteed under the Contract Documents if, in the Contractor's judgment, the methods will not produce the required result. If such protest is made prior to execution of the Agreement, an alternate method, acceptable to the Contractor, will be specified by Addendum. If such protest is made after execution of the Contract, alternate methods proposed by the Contractor shall not subject the Owner to additional costs over the Contract Price. By performance of the Work in accordance with the Contract Documents, the Contractor represents approval of any required or implied methods necessary to produce the required result.

ARTICLE 9. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

REVISE PARAGRAPH (a) TO READ AS FOLLOWS:

(a) The Contractor shall keep at the Project Site a copy of the Project Drawings and Project Manual and shall, at all times, give the Contracting Officer and the AE access thereto. Anything mentioned in the Project Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in the Project Specifications, shall be of like effect as if shown on or mentioned in both.

(1) In the event of conflicts or discrepancies among the Contract Documents, interpretations by the AE will be based on the following priorities:

- A. The executed Contract.
- B. Addenda, with those of later date having precedence over those of earlier date.
- C. The Supplementary Conditions.
- D. The General Conditions.
- E. Project Drawings and Project Specifications.

(2) In the case of discrepancy between Project Drawings and Project Specifications or within either Document not clarified by addendum, the better quality and greater quantity of Work shall be provided in accordance with the AE's interpretation.

(3) The Project Specifications may be written in an abbreviated or short-form which includes incomplete sentences. Omission of words or phrases (such as "the Contractor shall," "in conformity with," "shall be," "as noted on the Drawings," "according to the Plans," "a," "an," "the," and "all") is intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Project Drawings. Words "shall," "shall be," "provide" are supplied by inference where a colon (:) is used.

(4) The word "provide" shall mean the furnishing of all materials, labor, equipment, transportation and services required for a complete installation.

ARTICLE 10. AS-BUILT DRAWINGS

ADD THE FOLLOWING TO SUBPARAGRAPH (a):

Wherever the term "as-built drawings" is used in the General Conditions it shall mean "record drawings." Refer to Section 01 30 00 of the Project Manual for additional record drawings requirements for this Project.

ARTICLE 11. MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING CLAUSES TO SUBPARAGRAPH (b):

(7) Approved substitutions prior to receipt of Bids under this Subparagraph shall be in accordance with the requirements for "Approved Substitutions" specified in Document 00 22 13 Supplementary Instructions to Bidders Clause 14.

(8) After the Contract has been executed, the Owner and the AE will consider a formal request for the substitution of products in place of those specified only in the event that it is necessary to make a substitution because of strikes, lockouts, bankruptcy, discontinuance of a product, satisfactory delivery cannot be made, or the product delivered fails to comply with Project requirements. Such requests shall be made in writing within ten (10) days from the date the Contractor ascertains any of the above events will affect the product and shall include the reason for the request accompanied by a complete description of the product proposed for substitution and the difference in cost, if any, between the proposed product and the specified product. Approval of such requests will be made only by Change Order.

(9) By making requests for substitutions based on Clause (8) above, the Contractor:

- A. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- B. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would provide for that specified;
- C. Certifies that the cost data presented is complete and includes all related costs under this Contract except the AE's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- D. Will coordinate the installation of the accepted substitute product, making such changes as may be required for the Work to be complete in all respects.

ARTICLE 12. PERMITS AND CODES

ADD TO SUBPARAGRAPH (b) THE FOLLOWING CLAUSES:

(1) The General Contractor shall be responsible to secure and pay for the building permit including the valuation attributable to plumbing work, heating, ventilating and air conditioning work, electrical work and other miscellaneous separate contracts not directly a part of the General Construction Contract, which the local building officials use as a basis in determining the amount of the fee required to issue a building permit for this Project. Other Prime Contractors will not be required to share in such fee required to secure the building permit.

(2) Subparagraph (1) above is concerned only with the "building permit." Such requirements do not relieve other Prime Contractors from securing and paying for other permits and fees applicable to their particular division of the work.

ARTICLE 13. HEALTH, SAFETY AND ACCIDENT PREVENTION

ADD THE FOLLOWING SUBPARAGRAPH (f):

(f) Contractor shall comply with Wis. Stats. 66.047(2), which provides that any person intending to excavate, erect a building, or make changes thereon, or wreck a building, before commencing the work shall give at least 3 days notice in writing to all public utilities whose facilities will be affected thereby. The Contractor shall safeguard and protect all utilities and be held liable for any damage thereto during construction.

Relocating utilities to expedite construction will be permitted provided it is done at no cost to the Owner in accordance with a written agreement between the utility and the Contractor. A signed copy of such agreement shall be filed with the AE before work is started.

ARTICLE 20. INSPECTION AND ACCEPTANCE OF CONSTRUCTION

ADD TO SUBPARAGRAPH (j) THE FOLLOWING CLAUSES:

(1) Upon receipt of written notice that the Work or a designated portion thereof is ready for final inspection and acceptance, the AE will promptly make the first inspection. If the Work is not acceptable and the Contract not fully performed, the AE will notify the Contractor, in writing, of all unfinished Work and fix the time within which the Contractor shall complete the items listed. Upon notification by the Contractor that the list of uncompleted items is complete, the AE will make a follow-up inspection trip to determine if the Work is fully performed.

(2) When the AE finds the Work acceptable under the Contract Documents and the Contract fully performed, the AE will promptly issue a final Certificate for Payment stating that to the best of the AE's knowledge, information and belief, and on the basis of the AE's observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable under the terms of Clause 27 "Payments."

ARTICLE 27. PAYMENTS

REPLACE SUBPARAGRAPH (d) WITH THE FOLLOWING:

(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 no later than the 25th day of each month 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.

ADD THE FOLLOWING TO SUBPARAGRAPH (f):

RETAINED PERCENTAGE: For this project, upon certification by Owner, the owner will pay to the Contractor, on account of the Contract, 90 percent of the materials suitable stored.

ARTICLE 29. CHANGES

ADD THE FOLLOWING UNDER (f) AS SUBPARAGRAPH (4):

(4) The percentage fee allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.

For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the cost.

For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of cost.

For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, 10 percent of the amount due the Sub-subcontractor.

In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

ARTICLE 32 TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS
ADD TO SUBPARAGRAPHS (b) AND (c) THE FOLLOWING SENTENCE

Liquidated damages will be assessed according to Subparagraph 33 below.

ADD THE FOLLOWING SUBPARAGRAPHS

The total amount of liquidated damages applicable to each contract will be determined by the LHA and such amount will be deducted for the balance due to Contractor prior to Final Payment.

It is the obligation of all other contractors to coordinate their work with that of the general contractor and with each other. If liquidated damages are charged to the general contractor, the LHA will determine to what extent such delay, or portion thereof, is chargeable to contractors other than the general contractor. Liquidated damages, not exceeding the amounts stated herein, shall be assessed against all contractors collectively to the extent each is responsible for such delay. The decision of the LHA will prevail.

ARTICLE 33 LIQUIDATED DAMAGES

LIQUIDATED DAMAGES WILL NOT BE ASSESSED BY THE LHA FOR THIS PROJECT

ARTICLE 36 INSURANCE

ADD THE FOLLOWING SUBPARAGRAPHS AFTER (e):

(f) Liability insurance on an occurrence basis shall include all major divisions of coverage and be on a comprehensive basis including:

- (1) Premises Operations (including X, C and U coverages as applicable).
- (2) Independent Contractor's Protective.
- (3) Products and Completed Operations.
- (4) Personal Injury Liability.
- (5) Contractual, including specified provision for Contractor's obligation under Paragraph 3, a) Contractual Liability below.
- (6) Owned, non-owned and hired motor vehicles.
- (7) Broad Form Property Damage including Completed Operations.
- (8) Owner and AE as Additional Insureds.

(g) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- (1) Bodily Injury and Property Damage:
\$1,000,000 Combined Single Limit Each Occurrence
Minimum \$2,000,000 Aggregate or Per Project Endorsement

- (h) Contractual Liability:
 - (1) Bodily Injury and Property Damage:
\$1,000,000 Combined Single Limit Each Occurrence
Minimum \$2,000,000 Aggregate or Per Project Endorsement.
- (i) Business Auto Liability (including owned, non-owned and hired vehicles):
 - (1) Bodily Injury and Property Damage:
\$1,000,000 Combined Single Limit (CSL) Each Occurrence
Minimum \$2,000,000 Aggregate or Per Project Endorsement
- (j) Umbrella Excess Liability:
\$2,000,000 over primary insurance.
Maximum self-insured retention of \$25,000.
- (k) Property Insurance:
The Owner will provide and maintain Property Insurance coverage upon the Entire Work at the Project Sites to the full insurable value there.

ARTICLE 38. SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

ADD THE FOLLOWING PARAGRAPH (f):

- (f) Minority Business Enterprise Involvement
 - (1) The Contractor shall make every effort to award a minimum of 20% of the work to minority business enterprises. A list of some of the known available minority business enterprises is available at the LHA office. The Contractor will be required to submit a report to the LHA which will identify the minority business enterprises, to whom the work was awarded and the value of said work.
 - (2) Minority Business Enterprise means: "A sole proprietorship, partnership, joint venture, or corporation which is 51% owned, controlled and actively managed by a Black, Hispanic, American Indian, Eskimo, Aleut, Native Hawaiian, Asian Indian, or a person of Asian-Pacific origin. The business must also be currently performing a useful business function." See Document HUD 5370, GENERAL CONDITIONS, Article 38. Executive Order 11246.

ARTICLE 42. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES

ADD THE FOLLOWING SUBPARAGRAPHS:

- (a) No member, officer or employee of the Owner, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- (b) The Contractor shall include the wording of the preceding Subparagraph (a) in all subcontracts relative to this Project.

ARTICLE 46. LABOR STANDARDS – DAVIS-BACON AND RELATED ACTS

ADD THE FOLLOWING SUBPARAGRAPH (a)(5):

- (5) The requirements of the Davis-Bacon Act including prevailing wage requirements apply to this project. See document 00 73 43 Wage Rates Requirements and document 00 73 46 Wage Determination Schedule.
 - A. Wage rate determinations apply to Work in all Sections of the Project Specifications.

B. Any wages paid for a classification of work not included in the Wage Rate Schedules included herein shall be not less than applicable wage rates determined by officials responsible for wage rate determinations. When determination has been made after employment of an individual, such minimum rate shall be retroactive to time of initial employment.

ADD THE FOLLOWING SUBPARAGRAPH (I):

(I) Debarred Contractors and Disclosure of Ownership: Bidders are advised that all firms submitting prime bids or sub-bids for this Project whose names appear on the current "Consolidated List of Debarred Contractors" prepared and issued to the Owner by the State of Wisconsin Department of Industry, Labor and Human Relations along with the Wage Determination issued by the Equal Rights Division for this Project will not be awarded prime contracts or approved as subcontractors by the Owner, for this Project.

ARTICLE 49 TAXES

WISCONSIN CONTRACTORS ARE EXEMPT FROM SALES TAX ON MATERIALS PURCHASED FOR THIS PROJECT. A WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE WILL BE INCLUDED WITH THE CONTRACT.

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DOCUMENT 00 73 43

WAGE RATES REQUIREMENTS

The requirements of the Davis-Bacon Act including prevailing wage requirements apply to this project. The Contractor shall comply with United States Code Title 40 - Public Buildings, Property, and Works; Subtitle II - Public Buildings and Works; Part A – General; Chapter 31 – General; Subchapter IV – Wage Rate Requirements.

Bid the project based on wage determination number: WI20250011

See the text of this wage determination in Document 00 73 46.

END OF DOCUMENT 00 73 43

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DOCUMENT 00 73 46
WAGE DETERMINATION SCHEDULE

"General Decision Number: WI20250011 05/30/2025

Superseded General Decision Number: WI20240011

State: Wisconsin

Construction Type: Building

Counties: Adams, Ashland, Barron, Bayfield, Buffalo, Burnett, Clark, Columbia, Crawford, Dodge, Door, Dunn, Florence, Fond Du Lac, Forest, Grant, Green, Green Lake, Iowa, Iron, Jackson, Jefferson, Juneau, Kewaunee, Lafayette, Langlade, Lincoln, Manitowoc, Marinette, Marquette, Menominee, Monroe, Oconto, Oneida, Pepin, Polk, Portage, Price, Richland, Rusk, Sauk, Sawyer, Shawano, Taylor, Trempealeau, Vernon, Vilas, Walworth, Washburn, Waupaca, Waushara and Wood Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | | | |
|---|--|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. | |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the | | Executive Order 13658 generally applies to the contract. | |

| | |
|------------------------------|-------------------------------|
| contract is not renewed or | . The contractor must pay all |
| extended on or after January | covered workers at least |
| 30, 2022: | \$13.30 per hour (or the |
| | applicable wage rate listed |
| | on this wage determination, |
| | if it is higher) for all |
| | hours spent performing on |
| | that contract in 2025. |

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2025 |
| 1 | 02/28/2025 |
| 2 | 05/30/2025 |

ASBE0019-002 06/01/2024

COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAUK, VERNON, AND WALWORTH COUNTIES

| Rates | Fringes |
|--|---------|
| Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 43.48 | |
| | 37.50 |

ASBE0034-005 06/01/2024

BARRON, BUFFALO, DUNN, PEPIN, AND POLK COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coatings, coverings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not).... | \$ 45.65 | 36.18 |
| ----- | | |
| ASBE0049-003 05/06/2024 | | |

ASHLAND, BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coverings, coatings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not).... | \$ 38.62 | 30.45 |
| ----- | | |
| ASBE0127-002 06/01/2024 | | |

ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE,
JACKSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE,
MENOMINEE, OCONTO, ONEIDA, PORTAGE, PRICE, RUSK, SHAWANO,
TAYLOR, TREMPLEAU, VILAS, WAUPACA, WAUSHARA, AND WOOD COUNTIES

| | Rates | Fringes |
|--------------------------|-------|---------|
| Heat and Frost Insulator | | |

(Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems; and the application of firestopping material in walls, floors, ceilings. Includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 43.24 28.56

BOIL0107-001 01/01/2025

Rates Fringes

BOILERMAKER

Boilermaker.....\$ 46.52 34.63

BRWI0001-003 06/03/2024

CRAWFORD,JUNEAU, MONROE,TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

Bricklayer & Tile Setter.....\$ 38.86 27.00

BRWI0002-003 06/01/2024

ASHLAND, BURNETT, IRON, WASHBURN

Rates Fringes

BRICKLAYER

Bricklayer, Tile Setter.....\$ 46.60 27.01

Cement Mason/Concrete Finisher.....\$ 44.12 27.01

BRWI0002-004 06/01/2024

BAYFIELD COUNTY

Rates Fringes

BRICKLAYER

Bricklayer & Tile Setter.....\$ 46.60 27.01

BRWI0003-001 06/01/2024

DOOR, KEWAUNEE, FLORENCE, FOND DU LAC, GREEN LAKE, MANITOWOC,
MARINETTE, MARQUETTE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA
COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER | | |
| Bricklayer, Cement Mason, Tile Setter..... | \$ 38.45 | 27.41 |

BRWI0004-003 06/01/2024

WALWORTH COUNTY

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| BRICKLAYER..... | \$ 43.21 | 27.90 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.44 | 27.90 |
| TILE SETTER..... | \$ 37.09 | 27.90 |

BRWI0006-001 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MENOMINEE, ONEIDA,
PORTAGE, TAYLOR, VILAS AND WOOD COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER | | |
| Bricklayer, Cement Mason, Tile Setter..... | \$ 38.33 | 27.53 |

BRWI0006-004 06/01/2024

PRICE COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Bricklayer & Tile Setter..... | \$ 38.33 | 27.53 |

BRWI0007-003 06/01/2024

GREEN AND LAFAYETTE COUNTIES

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Bricklayer & Tile Setter..... | \$ 39.34 | 28.15 |

BRWI0013-003 06/01/2024

GRANT, IOWA, AND RICHLAND COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| Bricklayer..... | \$ 40.17 | 27.32 |
| Tile Layer..... | \$ 37.14 | 27.94 |

BRWI0019-004 06/01/2024

BARRON, BURNETT (Southern half), DUNN, PEPIN, POLK, RUSK, AND
WASHBURN (Southern half) COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER | | |
| Bricklayer, Cement Mason, Tile Layer..... | \$ 38.18 | 27.68 |

BRWI0019-005 06/01/2024

SAWYER COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Bricklayer & Tile Setter..... | \$ 38.18 | 27.68 |

BRWI0021-001 06/01/2024

DODGE AND JEFFERSON COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER | | |
| Bricklayer, Cement Mason, Tile Layer..... | \$ 39.10 | 28.37 |

BRWI0034-001 06/01/2024

COLUMBIA AND SAUK COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER | | |
| Bricklayer, Cement Mason, Tile Layer..... | \$ 40.17 | 27.32 |

* CARP0068-013 05/05/2025

BURNETT (West of highway 48) AND POLK(West of Highways 35, 48 & 65) COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Including Drywall Hanging, Acoustical work)..... | \$ 48.54 | 28.84 |
| ----- | | |
| CARP0310-007 06/01/2024 | | |

ADAMS, BAYFIELD (Eastern 2/3), FOREST, IRON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Including Drywall Hanging, Acoustical Work)..... | \$ 40.44 | 28.43 |
| Piledriverman..... | \$ 40.44 | 28.43 |
| ----- | | |
| CARP0310-008 06/01/2024 | | |

ASHLAND COUNTY

| | Rates | Fringes |
|--|----------|---------|
| CABINET INSTALLER (Including Drywall Hanging & Acoustical Work)..... | \$ 40.44 | 28.43 |
| ----- | | |
| * CARP0314-006 06/05/2023 | | |

COLUMBIA, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, SAUK, AND WALWORTH COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| Carpenter (Including Drywall Hanging, Acoustical Work)..... | \$ 38.86 | 27.06 |
| Piledriverman..... | \$ 39.43 | 27.02 |
| ----- | | |
| * CARP0361-006 05/05/2025 | | |

BAYFIELD COUNTY (West of Hwy 63)

| | Rates | Fringes |
|------------------------|-------|---------|
| Carpenters: (Including | | |

| | | |
|--|----------|-------|
| Drywall Hanging, Acoustical work)..... | \$ 40.79 | 27.90 |
|--|----------|-------|

 CARP0731-006 06/01/2024

FOND DU LAC (Eastern Portion of the County) AND MANITOWOC COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Including Drywall Hanging, Acoustical Work)..... | \$ 40.44 | 28.43 |
| Piledriverman..... | \$ 40.44 | 28.43 |

 CARP0955-004 06/01/2024

FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, WAUPACA, AND WAUSHARA COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Including Drywall Hanging, Acoustical Work)..... | \$ 40.44 | 28.43 |
| Piledriverman..... | \$ 40.44 | 28.43 |

 CARP1056-004 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD (Eastern 2/3), BUFFALO, BURNETT, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, PEPIN, POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, RUSK, SAUK, SAWYER, SHAWANO, TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, AND WOOD COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 42.00 | 28.85 |

 CARP1074-009 06/01/2024

BARRON, BURNETT (East of Hwy 48), CLARK, DUNN, POLK (East of Hwy 35, 48, 65), RUSK, SAWYER, AND WASHBURN COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--|----------|-------|
| CARPENTER (Including Drywall Hanging, Acoustical Work)..... | \$ 40.44 | 28.43 |
| Piledriverman..... | \$ 40.44 | 28.43 |

CARP1143-006 06/01/2024

BUFALO, CRAWFORD, JACKSON, MONROE, TREMPLEAU, AND VERNON
COUNTIES

| | | |
|--|----------|---------|
| | Rates | Fringes |
| CARPENTER (Including Drywall Hanging, Acoustical Work)..... | \$ 40.44 | 28.43 |
| Piledriverman..... | \$ 40.44 | 28.43 |

CARP1146-006 06/01/2024

DOOR, FLORENCE (Except area bordering Michigan), KEWAUNEE,
MARINETTE (Except N.E. corner), MENOMINEE, OCONTO, AND SHAWANO
(Western Portion of the County) COUNTIES

| | | |
|--|----------|---------|
| | Rates | Fringes |
| CARPENTER (Including Drywall Hanging, Acoustical Work)..... | \$ 40.44 | 28.43 |
| Piledriverman..... | \$ 40.44 | 28.43 |

* CARP1348-006 05/01/2025

BAYFIELD COUNTY (Western 1/3)

| | | |
|-----------------|----------|---------|
| | Rates | Fringes |
| MILLWRIGHT..... | \$ 41.90 | 29.51 |

ELEC0014-001 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(Except Colby, Fremont, Lynn, Maryville, Sherman, Sherwood,
Unity), CRAWFORD, DUNN, GRANT, IRON, JACKSON, MONROE, PEPIN,
POLK, PRICE, RICHLAND, RUSK, SAWYER, TAYLOR, TREMPLEAU,
VERNON, AND WASHBURN COUNTIES

| | | |
|------------------|----------|---------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 42.73 | 23.99 |

ELEC0014-005 05/26/2024

| | Rates | Fringes |
|---------------------------|----------|---------|
| Teledata System Installer | | |
| Installer/Technician..... | \$ 30.27 | 19.11 |

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0158-007 06/01/2024

DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

| | Rates | Fringes |
|--------------------|----------|--------------|
| Electricians:..... | \$ 40.25 | 29.75%+11.17 |

ELEC0159-001 05/26/2024

COLUMBIA, DODGE (West of Hwy 26 except Chester and Emmet Twps), GREEN LAKE COUNTY (Except Townships of Berlin, Seneca & St. Marie), IOWA, MARQUETTE COUNTY (Except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), AND SAUK COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 48.55 | 25.91 |

ELEC0219-006 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

| | Rates | Fringes |
|-------------|-------|---------|
| ELECTRICIAN | | |

| | | |
|----------------------------|----------|-------|
| Electrical contracts over | | |
| \$180,000..... | \$ 33.94 | 21.80 |
| Electrical contracts under | | |
| \$180,000..... | \$ 31.75 | 21.73 |

ELEC0388-004 06/01/2024

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

| | | |
|------------------|----------|-----------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 40.19 | 26%+12.45 |

ELEC0494-010 05/26/2024

DODGE COUNTY (Area East of Hwy 26 including all of Chester Township, but excluding Emmet Township), FOND DU LAC (except Waupun), AND MANITOWOC (Schleswig) COUNTIES

| | | |
|------------------|----------|---------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 42.77 | 24.66 |

ELEC0494-014 05/26/2024

DODGE (Area East of Hwy 26 including Chester Twp but excluding Emmet Twp), FOND DU LAC (Except Waupun), AND MANITOWOC (Schleswig) COUNTIES

| | | |
|------------------------|----------|---------|
| | Rates | Fringes |
| Sound & Communications | | |
| Installer..... | \$ 36.03 | 18.87 |
| Technician..... | \$ 36.03 | 18.87 |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency

signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-001 05/26/2024

GREEN LAKE (N. Part including Twps of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Twps of Crystal Lake, Neshkoro, Newton, and Springfield), WAUPACA, AND WAUSHARA COUNTIES,

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 40.00 | 22.69 |

ELEC0890-005 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, AND WALWORTH COUNTIES

| | Rates | Fringes |
|------------------|----------|--------------|
| ELECTRICIAN..... | \$ 43.65 | 25.95%+12.26 |

ENGI0139-004 06/03/2024

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment | | |
| (1) Cranes, Tower Cranes with or w/o attachments over 100 tons; Cranes, tower Cranes with boom, leads and or jib length 176 ft or longer..... | \$ 48.78 | 27.14 |
| (2) Cranes, Tower Cranes with or w/o attachments 100 tons or less; Cranes, Tower Cranes with boom, leads, and or jib lengths 175 ft or less..... | \$ 47.53 | 27.14 |

| | | |
|--|----------|-------|
| (3) Travelling Crane (bridge type)..... | \$ 44.23 | 27.14 |
| (4) Hydraulic Crane, 10 tons or less..... | \$ 43.70 | 27.14 |
| (6) Forklift..... | \$ 40.10 | 27.14 |

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
EPA Level "B" Protection: \$2.00 per hour
EPA Level "C" Protection: \$1.00 per hour

IRON0008-012 06/02/2024

CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE,
OCONTO, OUTAGAMIE, SHAWANO AND WALWORTH (Northeastern part)
COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 43.02 | 32.32 |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-004 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DODGE, FLORENCE, FOREST, GRANT,
GREENE (Except S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU,
LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE,
PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD
COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 42.00 | 31.93 |

IRON0498-007 06/01/2024

GREEN (S.E. 1/3) AND WALWORTH (Except N.E. part) COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 46.59 | 48.80 |

IRON0512-009 04/28/2024

BARRON, BUFFALO, CLARK, DUNN, JACKSON, PEPIN, POLK, RUSK,

TAYLOR AND TREMPEALEAU COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 44.85 | 35.22 |

IRON0512-023 04/28/2024

ASHLAND, BAYFIELD, BURNETT, IRON, LINCOLN, ONEIDA, PRICE,
SAWYER, VILAS AND WASHBURN COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.19 | 34.68 |

LABO0140-003 06/03/2024

BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, MONROE, RICHLAND,
TREMPEALEAU (Southern part), AND VERNON COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Laborer, General..... | \$ 36.35 | 19.45 |
| Laborer: Asbestos/hazardous material remover (Preparation, Removal and Encapsulation of Hazardous Materials from Non-Mechanical Systems)..... | \$ 35.30 | 19.45 |

NOTE: Mason Tender \$1.00 over general laborer scale;
Pipelayer \$1.00 over general laborer scale

* LABO0268-005 06/03/2024

AREA 1: BARRON, CLARK (West 1/3), DUNN, PEPIN, POLK, RUSK
TAYLOR (West 1/3)

AREA 2: CLARK (East 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE,
TAYLOR (East 2/3), VILAS, WOOD

AREA 3: BURNETT, IRON, SAWYER, WASHBURN

| | Rates | Fringes |
|------------------|-------|---------|
| Laborer, General | | |

| | | |
|--|----------|-------|
| Area 1..... | \$ 36.35 | 19.45 |
| Area 2..... | \$ 35.70 | 19.45 |
| Area 3..... | \$ 35.00 | 19.45 |
| Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems) | | |
| Area 1, 2, and 3..... | \$ 35.30 | 19.45 |

NOTE: Mason Tender \$1.00 over general laborer. Burnett, Iron, Sawyer & Washburn \$.70 over general laborer.

LABO0330-001 06/03/2024

DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, PORTAGE, SHAWANO, WAUPACA, WAUSHARA

| | Rates | Fringes |
|---|----------|---------|
| Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems)..... | | |
| | \$ 35.70 | 19.45 |
| Laborers, General..... | \$ 35.30 | 19.45 |

NOTE: Mason Tender \$1.00 over general laborer.

LABO0464-005 06/03/2024

ADAMS, COLUMBIA, GREEN, JEFFERSON, LAFAYETTE, SAUK, AND WALWORTH COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Laborer, General | | |
| Adams County..... | \$ 35.70 | 19.45 |
| Remaining Area..... | \$ 36.35 | 19.45 |
| Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous Materials from Non-mechanical Systems) | | |

| | | |
|---------------------|----------|-------|
| Adams County..... | \$ 35.30 | 19.45 |
| Remaining Area..... | \$ 35.30 | 19.45 |

LABO0464-008 06/01/2024

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 20.59 | 18.44 |

* LABO1091-001 05/01/2025

BAYFIELD (West of County Trunk A including the Iron River National Fish Hatchery and Great Lakes Transmission Co., Station 6) COUNTY

| | Rates | Fringes |
|--|----------|---------|
| Laborer, General..... | \$ 36.04 | 23.47 |
| Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems)..... | \$ 37.04 | 23.47 |

* LABO1091-002 05/01/2025

ASHLAND & BAYFIELD (East of County Trunk A exclusive of the Iron River National Fish Hatchery and Great Lakes Transmission Co., Station 6) COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Laborer, General..... | \$ 36.04 | 23.47 |
| Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems)..... | \$ 37.04 | 23.47 |

PLAS0599-003 06/03/2024

PEPIN COUNTY

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.00 | 26.84 |
| PLASTERER..... | \$ 41.47 | 24.13 |

24012-1 Viroqua Housing Authority

Park View Manor - Parking Renovation

00 73 46 - 16

WAGE DETERMINATION SCHEDULE

PLAS0599-007 06/03/2024

BUFFALO, CRAWFORD, JACKSON, JUNEAU, MONROE, POLK, RICHLAND,
TREMPEALEAU, AND VERNON COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.00 | 26.84 |
| PLASTERER..... | \$ 41.47 | 24.13 |

PLAS0599-011 06/03/2024

GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 43.47 | 25.19 |
| PLASTERER..... | \$ 40.98 | 26.79 |

PLAS0633-046 06/01/2023

BAYFIELD, PRICE, AND SAWYER COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 45.17 | 22.13 |
| PLASTERER..... | \$ 38.24 | 23.23 |

PLUM0011-009 05/06/2024

ASHLAND BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| PLUMBER/PIPEFITTER (Including HVAC work)..... | \$ 49.32 | 27.18 |

PLUM0075-006 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| PLUMBER (Including HVAC work).... | \$ 57.60 | 26.90 |

PLUM0075-008 06/01/2024

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| PLUMBER (Including HVAC work).... | \$ 58.12 | 26.34 |

PLUM0118-003 06/24/2024

WALWORTH COUNTY

| | Rates | Fringes |
|---|----------|---------|
| PLUMBER/PIPEFITTER (Including HVAC work)..... | \$ 54.60 | 26.12 |

PLUM0400-002 06/01/2024

ADAMS, CALUMET, DODGE (Except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (Except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| PLUMBER/PIPEFITTER (Including HVAC work) | | |
| (1) Small buildings (except industrial and power plants) where plumbing or heating is \$50,000 or less..... | \$ 45.86 | 21.73 |
| (2) All other work..... | \$ 49.00 | 21.84 |

PLUM0434-004 06/16/2024

BARRON, BUFFALO, CLARK, CRAWFORD, DUNN, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LANGLADE, LINCOLN, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, TAYLOR, TREMPPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| PLUMBER/PIPEFITTER (Including HVAC work)..... | \$ 49.24 | 24.38 |

PLUM0601-006 06/03/2024

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|---------------------------------------|----------|-------|
| PIPEFITTER (Including HVAC work)..... | \$ 55.67 | 31.19 |
|---------------------------------------|----------|-------|

PLUM0601-008 06/03/2024

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

| | | |
|---------------------------------------|----------|---------|
| | Rates | Fringes |
| PIPEFITTER (Including HVAC work)..... | \$ 56.88 | 30.01 |

SHEE0010-031 05/01/2008

ASHLAND, BAYFIELD AND IRON COUNTIES

| | | |
|-------------------------|----------|---------|
| | Rates | Fringes |
| SHEET METAL WORKER..... | \$ 27.53 | 14.61 |

SHEE0018-003 06/01/2024

FOND DU LAC AND MANITOWOC COUNTIES

| | | |
|---|----------|---------|
| | Rates | Fringes |
| Sheet Metal Worker (Including HVAC work)..... | \$ 40.76 | 31.62 |

SHEE0018-004 06/01/2024

ADAMS, DOOR, FLORENCE, FOREST, GREEN LAKE, KEWAUNEE, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES

| | | |
|---|----------|---------|
| | Rates | Fringes |
| Sheet Metal Worker (Including HVAC work)..... | \$ 44.47 | 29.35 |

SHEE0018-014 06/01/2024

DODGE AND JEFFERSON COUNTIES

| | | |
|---|----------|---------|
| | Rates | Fringes |
| Sheet Metal Worker (Including HVAC work)..... | \$ 55.58 | 29.28 |

SHEE0018-015 09/01/2024

WALWORTH COUNTY

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (Including HVAC work)..... | \$ 46.34 | 37.54 |
| ----- | | |
| SHEE0018-017 06/01/2024 | | |

GREEN COUNTY

| | Rates | Fringes |
|---|----------|---------|
| Sheet Metal Worker (Including HVAC work)..... | \$ 46.59 | 36.97 |
| ----- | | |
| SHEE0018-018 06/01/2024 | | |

LANGLADE, LINCOLN, ONEIDA, PORTAGE, AND WOOD COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| Sheet Metal Worker (Including HVAC work) | | |
| Contracts \$120,000 or less.. | \$ 40.90 | 33.79 |
| Contracts over \$120,000..... | \$ 40.90 | 33.79 |
| ----- | | |
| SHEE0018-022 06/01/2024 | | |

BARRON, BUFFALO, BURNETT, CLARK, DUNN, JACKSON, PEPIN, POLK, PRICE, RUSK, SAWYER, TAYLOR, TREMPLEAU, AND WASHBURN COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| Sheet Metal Worker (Including HVAC work)..... | \$ 40.75 | 32.22 |
| ----- | | |
| SHEE0018-023 06/01/2024 | | |

COLUMBIA AND SAUK COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| Sheet Metal Worker (Including HVAC work)..... | \$ 48.42 | 33.55 |
| ----- | | |
| SHEE0018-024 06/01/2024 | | |

CRAWFORD, GRANT, JUNEAU, MONROE, RICHLAND, AND VERNON COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (Including HVAC work)..... | \$ 42.84 | 30.59 |

TEAM0346-003 05/01/2024

ASHLAND, BAYFIELD, BURNETT, SAWYER & WASHINGTON COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 Axle Trucks..... | \$ 34.86 | 23.03 |

TEAM0662-002 06/01/2024

ADAMS, BARRON, BUFFALO, CLARK , DOOR, DUNN, JACKSON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MENOMINEE, OCONTO, ONEIDA, PEPIN, POLK, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR, TEMPEALEAU, WAUPACA & WOOD COUNTIES

| | Rates | Fringes |
|----------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 Axle Trucks..... | \$ 37.57 | 27.41 |
| 3 or more Axles..... | \$ 37.72 | 27.41 |

* SUWI2002-001 01/23/2002

| | Rates | Fringes |
|---|--------------|---------|
| Fence Installers..... | \$ 15.00 ** | 2.37 |
| GLAZIER..... | \$ 20.21 | 1.86 |
| Painters: | | |
| Brush & Roller (Excluding Drywall Finishing)..... | \$ 14.64 ** | 2.55 |
| Spray..... | \$ 13.72 ** | 2.25 |
| Power Equipment Operator | | |
| Backhoe..... | \$ 17.454 ** | 7.61 |
| Excavator..... | \$ 17.37 ** | 7.45 |
| Front End Loader..... | \$ 23.36 | 4.61 |
| ROOFER..... | \$ 15.52 ** | 3.21 |
| TRUCK DRIVER (3-Axle)..... | \$ 15.28 ** | 4.78 |

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION"

END DOCUMENT

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DOCUMENT 00 73 73
STATUTORY REQUIREMENTS

THE FOLLOWING REQUIREMENTS ARE INCLUDED BY REFERENCE IN DOCUMENT 00 73 00 SUPPLEMENTARY CONDITIONS.

1.01 Federal Equal Employment Opportunity – See attached.

1.02 Section 3 Requirements.

A. Requirements:

1. 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.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
3. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 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.
4. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
5. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
6. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
7. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
8. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 75.
9. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

10. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

11. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
4. A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
 - b. The worker is employed by a Section 3 business concern; or
 - c. The worker is a YouthBuild participant.
5. Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>.

D. Numeric Targets for Public Housing Financial Assistance

1. 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Section 3 workers; and
2. 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Targeted Section 3 workers, as defined in § 75.11.

E. Income Limits

1. Income limits for Section 3 workers are established by HUD's Income Limits Documentation System. These limits are available at www.huduser.gov/portal/datasets/il.html. Reference "Low Income" thresholds for qualifying employees as Section 3 workers.

F. Related Documents:

1. Bidding:
 - a. Include Document 00 43 41 Certification of Intent to Comply with Section 3 Requirements with bid.
2. Qualifying Workers:
 - a. Document 00 62 41.01 Section 3 Public Housing/Section 8 Certification Form
 - b. Document 00 62 41.03 Section 3 Employer Certification Form
 - c. Document 00 62 41.05 Section 3 Worker Self-Certification Form

3. Labor Hour Reporting:

- a. Document 00 62 43.01 Section 3 Labor Reporting per Contractor / Subcontractor.
- b. Document 00 62 43.03 Section 3 Periodic Project Labor Reporting.

3. Qualitative Effort Reporting:

- a. Document 00 62 45 Section 3 Qualitative Efforts Form.

END OF DOCUMENT 00 73 73

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SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Refer to Cover Sheet on Drawings for project title and location.
- B. Refer to 00 11 13 Advertisement for Bids for brief description of Project.

1.02 RELATED REQUIREMENTS

- A. Section 01 50 00 - Temporary Facilities: Requirements for temporary utilities.
- B. Section 01 70 00 - Administrative Requirements: Contract limits and protection of existing conditions.

1.03 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.04 PHASED CONSTRUCTION

- A. The Work shall be conducted in a single phase.

1.05 WORK BY OTHERS

- A. Items indicated "N.I.C." on the Project Drawings will be furnished and installed by others not a party to the Prime Contracts.

1.06 OWNER OCCUPANCY

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

1.07 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas required to perform the work as approved by the Owner.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- C. Provide access to and from site as required by law and by Owner:
 - 1. 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.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. Work on the Project shall be done during normal working hours. If at any time during construction it becomes necessary to accelerate the Work in order to meet completion dates for portions or all of the Work, all trades shall work overtime at no additional cost to Owner.
- E. Utility Outages and Shutdown:
 - 1. Notify Owner within 48 hours of necessary interruptions of services including, but not limited to: HVAC systems, water service (hot & cold), electrical service, communications systems.

2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
3. Prevent accidental disruption of utility services to other facilities.

1.08 CONSTRUCTION SCHEDULE

- A. Date of Commencement of the Work: Aug 1, 2024.
- B. Date of Substantial Completion, Base Scope: November 20, 2025.
- C. Final Completion: The completion of all Work according to the contract Documents, approved by the AE and accepted by the Owner shall be within 30 days after the Date of Substantial Completion.
- D. Exceptions: The only exceptions to the above completion dates are delay or termination because of a national emergency and/or extension of time for completion claimed and allowed according to the General Conditions and/or Supplementary Conditions.

1.09 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change order procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Document 00 50 00 - Agreement Forms AIA-A101: Contract Sum, payment period.
- B. Section 00 72 00 General Conditions and 00 73 00 Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 00 73 00 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

1.03 SCHEDULE OF VALUES

- A. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and 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 Applications for Payment.
- B. Use Schedule of Values Form: Schedule of Amounts for Contract Payments HUD-51000.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. At least 10 days prior to submission of the first Application for Payment, secure A/E's approval of the schedule of amounts required to be submitted.
- F. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates of 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.
- B. Payment Period: One calendar month time frame.
- C. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- D. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- E. Forms filled out by hand will not be accepted.
- F. Provide an application for payment and determine progress payment amount per 27 Article 27 of General Conditions for Construction - Public Housing Programs and applicable Supplementary Conditions.

- G. For each item, provide a column for listing each of the following:
 - Item Number.
 - Description of work.
 - . Scheduled Value.
 - Work Completed from Previous Application (D + E).
 - Work Completed This Period.
 - Materials Presently Stored (Not in D or E).
 - Total Completed and Stored to Date (D + E + F) & Percentage Complete (G/C).
 - Balance to Finish (C-G).
 - Retainage.
- H. Execute certification by signature of authorized officer.
- I. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- J. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- K. Submit one electronic copy, in .pdf format, of each Application for Payment.
- L. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 30 00.
 - 2. Construction progress schedule revised and current as specified in Section 01 30 00.
 - 3. Current construction photographs specified in Section 01 30 00.
- M. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 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 for review upon request.

1.06 PROCESSING CHANGES INITIATED BY THE OWNER AND/OR AE

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Architect/Engineer, upon Owner direction, will issue a "Bulletin" to the Contractor.
 - 1. Bulletins will be dated and will be numbered in sequence.
 - 2. The Bulletin will describe the contemplated change.
 - a. Promptly advise Architect/Engineer as to credit or cost and time required proposed for the described change. This is not an authorization to proceed with the change.
- C. If the Contractor has been directed by Architect/Engineer 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 changes, the Contractor shall proceed with the change and shall notify the Architect/Engineer as provided for under Article 7 of the General Conditions.
- D. If the Contractor has been directed by Architect/Engineer to make the described change subject to later determination of cost or credit in accordance with Article 7 of the General Conditions, the Contractor shall:
 - 1. Take such measures as needed to make the change.
 - 2. Consult with Architect/Engineer and reach agreement on the most appropriate method for determining credit or cost for the change.

1.07 PROCESSING CHANGES INITIATED BY CONTRACTOR

- A. 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 Architect/Engineer as required by pertinent provisions of the Contract Documents.
- B. Upon agreement by Architect/Engineer that there is reasonable cause to consider the Contractor's proposed change, Architect/Engineer will issue a Bulletin in accordance with the provisions described in Article 1.06 above.

1.08 PROCESSING OF BULLETINS

- A. Make written reply to Architect/Engineer in response to each Bulletin by date stated on the Bulletin:
 - 1. State proposed change in the Contract Sum, if any.
 - 2. State proposed change in the Contract Time of Completion, if any.
 - 3. Clearly describe other changes in the Work required by the proposed change, or desirable therewith, if any.
 - 4. Include full backup data such as subcontractor's letter of proposal or similar information.
- B. When cost or credit for the proposed change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of Article 29 of General Conditions for Construction Contracts - Public Housing Programs and applicable Supplementary Conditions, A/E will notify contractor in writing. A formal Change Order will be initiated and executed at the time of completion of the Contract, or at a time when the payment for work completed is due. All approved Bulletins previously not incorporated into the Contract by a Change Order, shall be combined into a Change Order to adjust the final Contract Sum to compensate for all Changes in the Work to date.

1.09 PROCESSING CHANGE ORDERS

- A. Change Orders will be dated and will be numbered in sequence.
- B. The Change Order will describe the change or changes, will refer to the Bulletin or Bulletins involved, and will be endorsed by Architect/Engineer and signed by the Contractor and the Owner.
- C. Architect/Engineer will issue three copies of each Change Order.
 - 1. The Contractor promptly shall sign all three copies and return all copies to Architect/Engineer.
 - 2. Architect/Engineer shall forward the Change Order to the Owner for his signature. Upon approval, he shall distribute two fully executed copies of the Change Order to Architect/Engineer. A/E to distribute one to the Contractor.
- D. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- G. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- H. Promptly enter changes in Project Record Documents.

1.10 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.
 - 2. All closeout submittals specified in Section 01 78 00.
 - 3. Acceptance of the work in full per Article 20 of General Conditions for Construction Contracts - Public Housing Programs and applicable Supplementary Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 COSTS INCLUDED

- A. Unit prices shall be used in determining additions to or deductions from the Contract amount when changes in the Work as shown on the Drawings or in the Project Manual are directed. They will apply only when the changes involve materials, specifications, methods, and designs that are the same as those required in the work shown and/or specified. This will not be applied to changes requiring the use of materials, specifications, methods or design of different character from those shown or specified. The unit prices shall include full compensation for all required labor, products, tools, equipment, plant, transportation, inspections, measurements, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.04 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.
- C. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- D. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- F. Measurement by Area: Measured by square dimension using mean length and width or radius.
- G. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- H. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.06 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.07 SCHEDULE OF UNIT PRICES

- A. Unit Price UP-1: (Over Excavation of Unsuitable Soils)
 - 1. State the amount per cubic yard to add or delete removal of unsuitable soil, in place, as specified in Section 31 20 00 Earth Moving. Such amount shall include legal removal of said soil from the Project Site.
 - 2. Include 20 cubic yard of UP-1 in base bid.
- B. Unit Price UP-2: (Compacted Granular Fill)
 - 1. State the amount per cubic yard to add or delete compacted granular fill, in place, as specified in Section 31 20 00 Earth Moving.
 - 2. Include 20 cubic yard of UP-2 in base bid.
- C. Unit Price UP-3: (Rock Blasting / Excavation)
 - 1. State the amount per cubic yard to add rock blasting / excavation as specified in Section 31 20 00 Earth Moving. Such amount shall include legal removal of material from the Project Site.
 - 2. Include 5 cubic yards of UP-3 in the base bid.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Process for requesting explanations and interpretations including substitutions. See Clause 2.
- B. Document 00 22 13 - Supplementary Instructions to Bidders: Process for securing approval of proposed substitutions. See Clause 14.
- C. Document 00 43 25 - Substitution Request Form - During Procurement: Form for substitution requests made prior to award of contract (During procurement).
- D. Document 00 63 25 - Substitution Request Form - During Construction: Required form for substitution requests made after award of contract (During construction).
- E. Section 00 72 00 - General Conditions of the Contract: HUD 5370 - Review Clause 11 "Material and Workmanship".
- F. Section 00 73 00 - Supplementary Conditions (for HUD 5370): Contract wording regarding substitutions - see Article 11.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions during Procurement: Proposed changes prior to contract award.
 - 2. Substitutions during Construction:
 - a. Substitutions for Cause: Proposed changes following contract award due to changed Project circumstances beyond Contractor's control.
 - 1) Unavailability.
 - 2) Regulatory changes.
 - b. Substitutions for Convenience: Proposed changes following contract award due to possibility of offering substantial advantage to the Project. Substitution requests offering advantages solely to the Contractor will not be considered without a fair credit being offered to the owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for a specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.

- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Explicitly note any non-compliant characteristics.
- D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 - 1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
 - 2. Document 00 21 13 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution request. Use form in Document 00 43 25 or otherwise provide the required documentation.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing the form in Document 00 63 25; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- D. Submit request for Substitution for Convenience within 14 days of discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
- E. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions will be documented and incorporated into work of the project only by Addendum, Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See 01 78 00 - Closeout Submittals for additional information regarding documenting warranties for accepted substitutions.

END OF SECTION

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SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Requests for Interpretation (RFI) procedures.
- K. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 25 00 - Substitution Procedures.
- B. Section 01 40 00 - Quality Requirements: Testing reports.
- C. Section 01 60 00 - Product Requirements: General product requirements.
- D. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

1.04 PROJECT COORDINATOR

- A. Project Coordinator: Contractor's Superintendent.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for equipment access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.

- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for Interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punch list, and any other document any participant wishes to make part of the project record.
 - 2. Contractor and Architect are required to use this service.
 - 3. It is Contractor's responsibility to submit documents in allowable format.
 - 4. Subcontractors, suppliers, and Architect's consultants and Owner are to be permitted to use the service at no extra charge.
 - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 - 6. Paper document transmittals will not be reviewed without prior authorization; emailed electronic documents will not be reviewed.
 - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
 - 8. Physical samples or color charts required for color selection shall be scanned into PDF format and submitted for approval via the Electronic Document Submittal Service in addition to physical delivery of the samples.

9. If the service allows for customization of the submittal review and acknowledgement categories, then the Contractor shall adjust the categories to match the following categories. If the service is not customizable, then the reviewer is free to pick the category of the service that best matches the desired workflow for the submittal without changing the substance of the reviewer's stamped response.
 - a. The Architect's Review Stamp includes the following categories:
 - 1) Review Completed.
 - 2) Exceptions as Noted.
 - 3) Rejected.
 - 4) Revise and Resubmit.
 - 5) Confirmation Required.
 - 6) Additional Information Requested.
 - 7) Not Required for Review.
 - B. Submittal Service: The selected service is:
 1. Sharefile or contractor's preferred submittal system subject to AE's approval.
 - C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting within 10 working days after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect.
 3. Contractor.
 4. Major subcontractors.
 5. Architect/Engineer will advise other interested parties and request their attendance.
- C. Agenda:
 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Architect/Engineer.
 2. Channels and procedures for communication.
 3. Construction schedule, including sequence of critical work.
 4. Coordination of separate contract work, if any.
 5. Distribution of Contract Documents.
 6. Designation of personnel representing the parties to Contract and Architect.
 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 8. Rules and regulations governing performance of the Work.
 9. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.
- D. Architect will conduct meeting, record and distribute minutes.

3.03 PROGRESS MEETINGS

- A. Meetings to be held throughout progress of the Work at maximum monthly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record and distribute minutes.

- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
 - 6. Assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
 - 7. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to work.
- E. Revisions to minutes:
 - 1. 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.
 - 2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
 - 3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 7 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 7 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 7 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit updated schedule periodically as required to reflect progress made and remaining work to achieve contractual completion date.

3.05 PHOTOGRAPHS

- A. Take photographs as evidence of existing project conditions as follows:
 - 1. Interior views: Verify conditions of adjacent surfaces and finish conditions for future verification.
 - 2. Exterior views: Verify conditions of adjacent items (i.e. sidewalks paving sod walls etc.) for future verification.

- B. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: Via email.
 - 2. File Naming: Include project identification, date and time of view, and view identification.

3.06 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.07 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Prepare in a format and with content acceptable to Architect.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents (Drawings, Addenda and Specifications) to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 25 00 Substitution Procedures).
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Owner's, Architect's, and Contractor's names.
 - 3. Discrete and consecutive RFI number, and descriptive subject/title.
 - 4. Issue date, and requested reply date.

5. Contractor shall confirm that their research of the issue has included review of both the Project Drawings and Specification Manual.
 6. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 7. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 8. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.
 5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 1:00 p.m. will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.08 SUBMITTAL SCHEDULE (LOG)

- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Submit at the same time as the preliminary schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 4. Arrange information to include scheduled date for initial submittal, specification number and title, description of item of work covered, role and name of subcontractor, and Categorization: Review, Information, Closeout, Maintenance Materials.

5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.09 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Delegated design - Instruments of Service.
 3. Shop drawings.
 4. Samples for selection.
 5. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.10 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Certificates.
 2. Test and evaluation reports.
 3. Inspection reports.
 4. Manufacturer's instructions.
 5. Manufacturer reports.
 6. Qualification documentation.
 - a. Manufacturer.
 - b. Supplier.
 - c. Fabricators.
 - d. Installers, Applicators, Erectors.
 7. Source quality control documentation.
 8. Field quality control documentation.
 9. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.11 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 1. Maintenance Contracts.
 2. Project record documents.
 3. Operation and maintenance data.
 4. Warranties.
 5. Bonds.
 6. Sustainable Design Closeout Documentation.
 7. Software.
 8. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.12 MAINTENANCE MATERIALS SUBMITTALS

- A. When the following are specified in individual sections, provide the specified items to the Owner and submit documentation of the owner's acceptance of the items, the date of transfer to the Owner and location at time of transfer.
 - 1. Spare Parts.
 - 2. Extra Stock.
 - 3. Tools.
- B. Unless otherwise required by the Owner or Architect maintenance materials submittals can be documented in single combined transmittal at project closeout.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Hard Copy Documents for Review: (If PDF format is not possible).
 - 1. Small Size Sheets, Not Larger Than 8-1/2 by 11 inches: Submit the number of copies that Contractor requires, plus one copy that will be retained by Architect.
 - 2. Larger Sheets, Not Larger Than 36 by 48 inches: Submit the number of opaque reproductions that Contractor requires, plus one copy that will be retained by Architect.
 - 3. Hard Copy Documents for product data Information: Submit number of copies required to be returned plus one copy which will be retained by the A/E.
- C. Extra Copies at Project Closeout: See Section 01 78 00.

3.14 SAMPLES

- A. Samples: Submit the number specified in individual specification sections, but no fewer than two; at least one of which will be retained by Architect.
 - 1. Retained samples will not be returned to Contractor unless specifically so stated.

3.15 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Submittal Transmittal Requirements.
 - a. Use a single transmittal for related submittal items. Do not combine submittal items from more than one of the following categories into a single transmittal: review, information, closeout, and maintenance materials.
 - 1) This project manual may contain specification sections that require transmittals that include submittal items from multiple sections as a single combined transmittal. Follow the instructions within the specification sections.
 - 2) For specification sections that explicitly identify related submittal items provide transmittals that combine the items indicated.
 - (a) If related items are explicitly identified they will be categorized into any of the following groups:
 - (1) Review Submittals - Preparatory.
 - (2) Review Submittals - Samples.
 - (3) Information Submittals - Preparatory.
 - (4) Information Submittals - During Execution.
 - (5) Closeout Submittals.
 - (6) Maintenance Materials.
 - 3) For specification sections that do not explicitly identify related submittal items, provide a separate transmittal for each item or coordinate with the Architect for approval of grouping submittal items into combined transmittals.
 - b. Transmit using approved form / coversheet.
 - 1) Use Contractor's form, subject to prior approval by Architect.
 - 2) Use form generated by Electronic Document Submittal Service software.
 - 3) Provide space for Contractor and Architect review stamps.

- c. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - d. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - e. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
- 2. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
- 3. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties and is of the benefit to the project.
 - a. Deliver hardcopy and sample submittals to Architect at business address. Submit in hardcopy form only for physical sample submittals or other submittals with prior approval by the Architect.
 - b. Upload submittals in electronic form to Electronic Document Submittal Service website.
- 4. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 5days.
- 5. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
- 6. When revised for resubmission, identify all changes made since previous submission.
- 7. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
- 8. Where contents of submitted product data include data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.
 - a. Circle, box or callout the applicable items in the submittal.
 - b. Strikethrough or cross-out non-applicable items in the submittal.
- 9. Within 30 days after notification of selection for award of contract, provide a listing of suppliers and manufacturers, include their address, phone number, and the portions of work which they will perform.
- 10. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- 11. Submittals not requested will be recognized and will be returned "Not Required for Review."
- B. Product Data Procedures:
 - 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Submit concurrently with related shop drawing submittal.
 - 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work. Prepare drawings to a scale sufficiently large to show all pertinent aspects of the item and method of connection.
 - 2. Do not reproduce Contract Documents to create shop drawings.
 - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

- D. Samples Procedures:
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 - 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.
 - 4. In situations specifically so approved by the Architect, the Architect's sample may be used in the construction as one of the installed items.
 - 5. Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Architect for review and selection.
- E. Reviewing and conditional approval are only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents.
- F. Conditions of approval: The Contractor is responsible for dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication process or to the means, methods, techniques, sequences and procedures of construction and for coordination of the Work of all trades. Corrections or comments made on this shop drawing submittal do not relieve the Contractor from compliance with requirements of Contract Documents.
- G. Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract Completion date.

3.16 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Submittals for Project Closeout: Architect will review with closeout documentation.
- D. Submittals for Maintenance Materials: Architect will review with closeout documentation.
- E. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 - 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- F. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Review Completed", or language with same legal meaning.
 - b. "Exceptions as Noted", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Additional Information Requested", or language with the same legal meaning.
 - 1) Resubmit with additional information, with review notations acknowledged and incorporated.
 - 2) Non-responsive resubmittals may be rejected.
 - d. "Review Completed and Confirmation Required", or language with same legal meaning.
 - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - 2) Non-responsive resubmittals may be rejected.

2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - 2) Non-responsive resubmittals may be rejected.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- G. Architect's and consultants' actions on items submitted for information:
 1. Acknowledgment of the submittal without noting any further action required by the Contractor regarding the submittal:
 - a. "Review Completed", or language with the same legal meaning.
 2. Returning the submittal to the contractor for correction:
 - a. "Rejected", or language with the same legal meaning. This categorization of the submittal may be accompanied by further instruction or other categorization in the stamp to advise the contractor what needs to be corrected.
- H. Architect's and consultants' actions on items submitted that were not requested.
 1. "Not Required for Review" - to notify the contractor the submittal is not required.

END OF SECTION

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SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Inspection agencies and services.
- C. Control of installation.
- D. Tolerances.
- E. Manufacturers' field services.
- F. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2024.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2023.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2023.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Designer's Qualification Statement: Submit for Architect's knowledge as contract administrator, or for Owner's information.
 - 1. Include information for each individual professional responsible for producing, or supervising production of, design-related professional services provided by Contractor.
 - a. Full name.
 - b. Professional licensure information.
 - c. Statement addressing extent and depth of experience specifically relevant to design of items assigned to Contractor.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information. Provide the following information:
 - 1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
 - 2. Include required product data and shop drawings.
 - 3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
 - 4. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.

- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit report in duplicate within 30 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.05 CONFLICTING REQUIREMENTS

- A. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but indicated as equal to the Architect for a decision.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform specified testing and inspection.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 - 3. Laboratory: Authorized to operate in the state in which the project is located.
 - 4. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel and required equipment at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Submit reports of all tests/inspections specified. Test results and reports shall be furnished simultaneously to the Architect/Engineer (1 copy) and the General Contractor (1 copy) within one week of testing.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work.

3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers.
- E. Security requirements.
- F. Vehicular access and parking.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary of the Work: Limitations on utility interruptions.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract limits and protection of existing site conditions.

1.03 EXISTING SERVICES AND UTILITIES

- A. Maintain existing services and utilities in use at all times during construction. Provide and pay for temporary connections or devices when necessary to avoid interruptions of such services and utilities, and remove same when no longer needed.
- B. Schedule unavoidable, construction related interruptions with the AE and the Owner well in advance of the need for such interruptions.
- C. When new services and utilities are ready to change over from Contractor's to Owner's responsibility, notify the AE in writing 10 days in advance of the proposed date of change over. If AE and Owner concur, make change over as proposed. If not, AE will so notify the Contractor in writing stating the reasons why, and stating a new date when the change over can be made.

1.04 TEMPORARY UTILITIES

- A. Water:
 - 1. Use Owners existing water service. Provide any modifications at contractor's expense. Owner to pay for water used.
 - 2. Each contractor shall provide their own hoses.
 - 3. Drinking Water: The Contractor shall provide drinking water for all persons on the Project during construction.
 - 4. Use trigger-operated nozzles for water hoses, to avoid waste of water.
- B. Electricity:
 - 1. Use the Owners existing electrical service.
 - 2. The Owner will furnish all electricity expended to complete construction at no cost to Contractor. Where required power requirements are not met with Owner's available service, Contractor shall provide necessary portable power to meet Project needs.
 - 3. When installation of the permanent electrical service and distribution system is sufficiently complete to be operated safely, the system may be used to provide construction light and power and testing and operation of permanent equipment.

1.05 TELEPHONE AND INTERNET SERVICE

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.

2. Telephone Land Lines or Cell Phone: One line, minimum; one handset per line.
3. Internet Connections: Minimum of one; DSL modem or faster.
4. Email: Account/address reserved for project use.
5. Contractor option to have internet and email service at their main office.

1.06 TEMPORARY SANITARY FACILITIES

- A. General Contractor shall provide and maintain temporary toilet facilities for use by all trades during the construction period. Such toilet facilities shall be sanitary, weathertight, painted, and complete with privacy enclosure, self-closing door and appropriate hardware.
- B. General Contractor shall keep temporary toilet facilities clean and supplied with toilet paper at all times. Maintain the facilities according to requirements of local and state health and sanitation authorities.
- C. When temporary toilet facilities are no longer required, completely remove them from the Project Site and restore the premises to new condition. Disinfect, treat and clean area.
- D. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

1.07 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.08 SECURITY

- A. Take precautions against fire and comply fully with requirements of insurance authorities and regulations of the local fire department.
- B. Remove combustible refuse and dispose in an approved manner off the Project Site. Burning refuse on the Project Site shall not be permitted. Do not store combustible materials or supplies in areas where concrete forms are still in place. Limit materials storage to completely fireproof areas. When storing outside keep at least 10 feet away from any building.
- C. During entire construction period, provide fire extinguishers of the types, sizes, quantity and locations effective for use by all trades to extinguish fires in the construction area(s), as defined in NFPA publication No. 10 but no less than the following:
 1. Type A at locations of low potential for fires caused by either electrical hazards or grease-oil-flammable liquids.
 2. Type ABC dry chemical at other locations, including but not limited to each workshop and each material storage shed.
- D. Post warning and quick-use instructions at each extinguisher location and instruct all personnel upon first arrival at the Project Site in the proper use of fire extinguishers and fire related procedures. Post the local fire department call number on each telephone instrument at the Project Site. Post "No Smoking" signs in areas of unusual hazard.
- E. Do not relax fire protection precautions during Work interruptions such as strikes or other reasons.
- F. Provide and maintain barricades with appropriate lighting to identify excavations or stored materials placed on any public street, highway or other public ground. Conform to requirements of the local governing authority.
- G. For the building proper, provide suitable protection at openings through roof and floors, and at openings through walls where a hazard exists, such as man-sized openings within three feet of the floor, and provide visual barriers at installed glass but do not use tape or markings applied directly to the glass surface.
- H. Be responsible to maintain complete security of the building at all times during the entire period of the Work of the Project.

1.09 MOISTURE CONTROL

- A. Each Contractor: Carry on construction work in manner that will direct surface water away from new construction and off the project Site, away from adjoining property.
- B. General Contractor shall be responsible for pumping of building excavations as a part of the work of the General construction Contract without extra compensation. Pumping of other than building excavations shall be the responsibility of the contractor doing the work.
- C. During process of completing building weatherproof enclosure contractors shall protect materials and areas of work susceptible to moisture damage. Installation of wet or moisture damaged materials is prohibited.

1.10 VEHICULAR ACCESS AND PARKING

- A. Provide and maintain all required access to the Work from paved areas and other routes, in strict accordance with Owners requirements. Do not obstruct existing service drives and parking lots with equipment, materials and/or vehicles. Keep accessible for Owner's use at all times.
- B. Contractors and their employees will be allowed to park vehicles in area designated by Owner.
- C. Coordinate access and haul routes with governing authorities and Owner.
- D. Provide and maintain access to fire hydrants, free of obstructions.
- E. Provide means of removing mud from vehicle wheels before entering streets.

1.11 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.12 MATERIALS HANDLING AT PROJECT SITE

- A. Each Contractor: Provide suitable storage facilities for own materials at the Project Site within the limits of construction, provide and maintain staging, scaffolding and the like, tools and equipment for the erection and completion of own work and remove all upon completion.
- B. Each Contractor: Protect and preserve own materials, products and equipment stored at Project Site. Materials such as wood, steel, cement, and plasters shall not be piled directly on the ground. Protective coverings shall be watertight and substantial to prevent blowing away. Confine storage of materials, sheds and other apparatus to areas designated for such purposes.
- C. During the course of construction, do not place construction materials on any structural plane or member such as a floor area, beam or column, in any manner, group or arrangement which exceeds the design live load of such structural plane or member.

1.13 FIRST AID

- A. Each Contractor: Provide and maintain first aid supplies and equipment in quantity and content commensurate with size of Project and type of construction work, for the use of each Contractor's personnel. Advise all personnel of the location of first aid supplies.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Architect/Engineer.

B. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made of wood from newly cut old growth timber.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching Beyond Work Identified on Plans: Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code for temporary power.
- B. Comply with Federal, State and local codes and regulations, and with utility company requirements.

1.05 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- G. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 CONTRACT LIMITS AND PROTECTION OF EXISTING CONDITIONS

- A. All work shall be confined within the Contract limits indicated on the Project Drawings. Do not infringe upon other areas without the permission of the AE. If not indicated otherwise, consider the property lines to be the Contract limits.
- B. Existing property, buildings, walks, curbs, trees, shrubs, lawns, boulevards, and the Work of other Contractors, which are damaged or disturbed outside the Contract limits shall be restored to original condition or better. Contractor shall be responsible for the damage or disturbance and shall restore disturbed lawn areas with sod and replace damaged trees and shrubs.
- C. Existing Pavement and Flatwork Protection:
 - 1. Where excessive loading of trucks and travel of tracked equipment occurs over existing asphalt paving and concrete flatwork, provide constructions mats to prevent cracking, deformation or similar damage. Damaged pavements, slabs or curb and gutter shall be replaced with new. Prior to construction start, review existing conditions with Owner and A/E and document with photos.
- D. Existing shrubs and trees indicated on the Project Drawings to remain shall be protected from physical damage. Observe the following precautions within a distance of 15 feet of the trunk of such trees:
 - 1. Install temporary fencing as required to control traffic under trees.
 - 2. Dump no trash, especially concrete, plaster, mortar, or wash water.
 - 3. No storing of cement, plaster, concrete block, brick and similar products.
 - 4. Provide and maintain good drainage; no ponding water permitted.
 - 5. Clean up the area immediately as nearby construction work is completed.

1.07 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 25 00 - Substitution Procedures.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or miss-fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 - Temporary Facilities and Controls.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 10 00 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.

- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 - 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 - 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Unless noted otherwise, each major subcontractor shall be responsible for all cutting and patching of the existing structure and appurtenances to complete that subcontractor's Work for this Project.
- E. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- F. General Contractor is responsible to verify warranty requirements at areas of alteration and to make certain that required certified installers are employed for repairs to maintain said warranty.
- G. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- H. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- I. Restore work with new products in accordance with requirements of Contract Documents.

- J. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- K. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- L. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
 - 4. At patches/repairs in rated walls verify required UL fire rating design to confirm integrity of fire rating at completion of repair.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Accomplish rubbish removal weekly and additionally as directed by the AE. Keep interior of building free of unattended combustible rubbish at all times.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
- E. Remove all tools, equipment, scaffolding and temporary facilities immediately when no longer required for execution of the Work.
- F. As used herein, the term "premises" shall include all areas within and outside the construction limits which have been soiled, littered or disturbed in any manner by the Work of the Project.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Protect installed work from damage by construction operations. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
 - 1. The General Contractor shall assume responsibility for the floors being in like new condition upon completion of the Project.
 - 2. Exercise care to prevent damage to exposed, finished concrete floor surfaces during the course of construction of the Project. Remove all spills or smears immediately and sweep floors frequently.
 - 3. Instruct all workmen and deliverymen to exercise caution against accidental damage to the floors by actions such as dropping heavy objects like tools and products, or scratching by sliding objects, or scoring by vibration from metal legs of stand mounted power tools, or permanent discoloration from oil dripping from pipe thread cutting machine, or the like.
 - 4. Avoid using areas with exposed concrete floors as workshops or in any other way which would damage the finished floors. When rooms or areas must be so used, cover floor with 5/8 inch thick plywood panels fastened together and underlain with 10 mil minimum plastic taped in place.

5. Allowable Carpet Protection:
 - a. Pedestrian Traffic: Polyethylene protective film, industrial duty, temporary protection, plastic carpet film with a pressure sensitive water-based self-adhesive system allowing clean release for easy removal without adhesive transfer. Any other protection system shall be approved by A/E.
 - b. Equipment Traffic (wheelbarrows, carts etc.): Plywood or similar board protection over 10 mil minimum reinforced plastic taped in place over floor finish.
6. Allowable Resilient and Hard Surface Floor Protection:
 - a. Plywood sheets over 10 mil minimum reinforced plastic, resin paper or tarp taped in place.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Execute final cleaning after Substantial Completion but before making final application for payment. Clean all surfaces to condition acceptable for immediate occupancy by the Owner.
- B. Use cleaning materials that are nonhazardous.
- C. Remove all marks, stains, fingerprints, paint droppings and other foreign matter from all finished surfaces.
- D. Clean and polish all hardware.
- E. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- F. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

- G. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- H. Replace filters of operating equipment.
- I. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- J. Clean site; sweep paved areas, rake clean landscaped surfaces.
- K. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 SUBSTANTIAL COMPLETION

- A. Comply with General Conditions of the Contract for Construction and Supplementary Conditions for reaching Substantial Completion.

3.13 FINAL INSPECTION

- A. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- B. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- C. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- D. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.14 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Prior to requesting Architect/Engineer's final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:
 - 1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - 2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
 - 3. Submit certified copy of Architect/Engineer's final punch list of itemized work to be completed or corrected (including equipment requiring final connection), stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect/Engineer.
 - 4. Submit record documents, as-built drawings, maintenance manuals, damage or settlement survey, property survey, and similar final record information as described in Part 3 below.
 - 5. Complete final clean up requirements, including touch-up painting of marred surfaces.
 - 6. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the work.
 - 7. Submit consent of surety.
 - 8. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 9. Submit test, inspection and acceptance certificates as required in each product section of the Specifications.
 - 10. Submit Contractor's Affidavit and Lien Waivers.
 - 11. Submit lien waivers from all Subcontractors, sub-subcontractors and major material suppliers who have furnished material or labor for the Work under contract with the Contractor or Subcontractor. The lien waivers shall be in the full amount of the Contract involved.

12. Operation and Maintenance Data:
 - a. As requested by the Owner and prior to final acceptance, organize maintenance-and-operating manual information into two (2) complete sets, each in manageable size, and bind into individual 3-ring binders properly identified with table of contents and tabbed accordingly. Or organized in similar fashion in PDF format. Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information.
 - b. If project includes multiple sites, provide number of sets of manuals for each site as indicated above.
 - c. Provide additional manuals as required by product specification sections.
 - d. As-built temperature control drawings.
 - e. Mechanical testing report from Division 23 (if required in Division 23).
13. Warranties and Bonds:
 - a. Guarantees and warranties as required in each product section of the Specifications.
 - b. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - c. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - d. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.03 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

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SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall provide all materials, labor, equipment and service necessary, for the completion of the work specified in this section.
- B. Removal and or transplanting of trees, shrubs, plant life and grass as indicated on the construction documents within the project limits.
- C. Grubbing of any stumps or vegetation as indicated on the construction documents within the project limits.
- D. Removal of buildings, concrete, asphalt, existing utilities, and all fixed elements as indicated on the construction drawings.
- E. Coordinate all work within the right of way with the municipality.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXTENT OF WORK

- A. Site preparation work shall be performed over all the area lying within the project limit lines.
- B. Prior to the start of demolition, site clearing activities and/or earthwork verify that perimeter erosion control measures are in place.

3.02 CLEARING AND GRUBBING

- A. Clear all trees, vegetation, weeds, brush, roots, etc., lying within the project limits as indicated on the construction documents.
- B. Trees that are specified to remain shall be protected from construction activity and are indicated on the construction documents.
- C. It is intended that those areas that are to be undisturbed by construction remain as is, however, if disturbed, they must be returned to their existing condition prior to damage when construction is complete.

3.03 PROTECTION OF TREES

- A. Existing trees which are to remain are to be protected against construction activity. Do not smother trees by storing materials within the canopy line. Wire plank protection shall be placed around the trunks.
- B. If a tree scheduled to remain is destroyed by construction activity, the CONTRACTOR shall provide a tree of equivalent size and species or may be assessed a penalty not to exceed \$2,000.00. Any such assessment will be deducted from the contract sum by Change Order.

3.04 DEMOLITION

- A. Conduct demolition work with minimum interference to roads, streets, driveways, sidewalks, and other facilities including adjacent buildings, structures and their occupants.
- B. Sawcut all hard surfaces to provide a clear break line for new abutting surfaces to join at all locations indicated on the construction documents.
- C. Remove all fixed elements, hard surface areas, utilities, vegetation, miscellaneous items as indicated on the construction drawings.
- D. Take precautions to guard against movement, settlement or collapse of any surrounding structures indicated to remain and be liable for any such movement, settlement or collapse.

3.05 DISPOSAL OF WASTE MATERIAL

- A. Burning is not permitted on the OWNER'S property, unless authorization is obtained from the OWNER and the local governing Fire Department.

- B. Remove all organic and cleared vegetative matter from the site and dispose of in a legal manner.
- C. Remove all waste concrete, bituminous and debris from site and dispose of in a legal manner.

END OF SECTION

**SECTION 31 20 00
EARTH MOVING**

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall provide all materials, labor, equipment and services necessary for the completion of the work specified in this section.
- B. Salvaging Topsoil
- C. Unclassified Excavation
- D. Excavating, Backfilling, and Compacting for Structure
- E. Excavating, Backfilling, and Compacting for Utilities
- F. Excavating, Backfilling, and Compacting for Pavement
- G. Topsoil Placement
- H. Landscape Finish Grading

1.02 REFERENCES

- A. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures. Using 5.5 lb Rammer and 12" Drop.
- B. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by Sand-Cone Method.
- C. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb Rammer and 18" Drop.
- D. State of Wisconsin Department of Transportation, Division of Highways .Standard Specifications for Highway and Structure Construction, Current Edition.

1.03 EXISTING CONDITIONS

- A. Known underground, surface, and aerial utility lines and buried objects are indicated on the drawings. Contact Digger's Hotline and the OWNER five (5) working days prior to start of demolition and construction.
- B. Locate all private utilities; coordinate with OWNER five (5) working days prior to the start of work.
- C. Hand expose existing utilities prior to start of work.

1.04 SUBMITTALS

- A. Samples: Submit 25 lb sample of each type of fill to testing laboratory, in air-tight containers.

1.05 RECORD DOCUMENTS

- A. Accurately record locations of utilities remaining, by horizontal dimensions, elevations or inverts, and slope gradients.

1.06 UNIT PRICES

- A. Provide unit prices for the following items with bid (see bid form).
 - 1. Over excavation of unsuitable soils (excavated, hauled and deposited) (Quantity shall be measured in-place).
 - 2. Granular fill (hauled, placed and compacted)(Quantity shall be measured in-place).

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: On site excavated material consisting of loam, silt loam, silty clay loam, or clay loam humus-bearing adapted to sustain plant life. Topsoil shall be graded, free of roots, rocks larger than 1/4", subsoil, debris, and large weeds.
- B. Subgrade: Excavated material, graded, free of clumps larger than 6", rocks larger than 3", and debris.

- C. Granular Fill: Granular fill material, when required, shall consist of natural sand or a mixture of sand with gravel, crushed gravel, crushed stone or other broken or fragmented material. Granular fill shall meet the requirements of Section 209, Granular backfill of the Standard Specifications for Highway and Structure Construction.
- D. Stone Bedding: Stone for Class "B" bedding shall meet requirements of Section 608 Foundation Backfill of State of Wisconsin Department of Transportation, Division of Highways, Standard Specifications for Highway and Structure Construction, Current Edition.
- E. Dense Graded Base Course: Dense graded base course shall meet the requirements of Section 305, Dense Graded Base course of Standard Specifications for Highway and Structure Construction for D.O.T. $\frac{3}{4}$ " or 1-1/4" Gradation as per stated on design documents.

PART 3 EXECUTION

3.01 SALVAGING AND SPREADING TOPSOIL

- A. Remove materials of horticultural value from topsoil prior to stripping.
- B. Disc existing topsoil in two directions prior to stripping topsoil material.
- C. Strip topsoil; do not allow topsoil to be mixed with subgrade.
- D. Stockpile salvaged topsoil on site for future use.
 - 1. Place silt fence around the base of the topsoil stockpile to prevent sediment runoff if piles within 100 ft of property lines, waterways, drainage ways, public roads or streets and as per plans.
- E. All topsoil shall be removed from grass areas to depths stated on the geotechnical report. If topsoil is not to be utilized in other grass areas within the proposed construction site, it shall be exported from the site.

3.02 UNCLASSIFIED EXCAVATION

- A. Excavating
 - 1. Excavate in accordance with design grades and elevations.
 - 2. Do not perform additional excavation without prior written authorization of CIVIL ENGINEER/OWNER.
 - 3. Machine shape banks.
 - 4. Hand trim excavations to remove loose and/or organic matter.
 - 5. Fill over-excavated areas under structure bearing surfaces with stone bedding.
 - 6. Do not disturb soil within canopy line of existing trees or shrubs that are to remain.
 - 7. If necessary to excavate through canopy line, perform work by hand and cut roots encountered with a sharp axe.
- B. Overhaul
 - 1. Haul excess material from site and dispose of in a legal manner.
 - 2. Excess excavated or unsuitable material may be stockpiled at 2388 Robert Homb Memorial Drive, South Wayne, WI. Black Hawk School District and lot Owner have agreement to dispose of excess/unsuitable material at this location. Confirm lot access, projected disposal volumes, and haul schedule with Black Hawk School District per agreement with Owner prior to hauling/disposal operations.
- C. Granular Fill
 - 1. Place fill materials in lifts not exceeding 9" in depth in accordance with design grades and contours.
- D. Rough Grading
 - 1. Rough grade site to required contours and elevations as required for finish grading and surface treatment.
 - 2. Prior to placing fill material over undisturbed subgrade surfaces, scarify to a minimum depth of 6".

3.03 EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES

- A. Preparation

1. Establish limits of excavation by area and elevation. Designate and identify datum elevation.
 2. Set required lines and levels.
 3. Maintain existing and established benchmarks, monuments, and other reference points.
- B. Utilities
1. Notify utility companies to adjust, relocate, and/or remove lines which are in the way of excavation.
 2. CONTRACTOR shall be responsible for maintaining, adjusting, or relocating existing utility lines which are located in the work area. Costs exceeding those covered by utility companies shall be included in CONTRACTOR'S bid.
 3. Protect and maintain active utility services exposed by excavation.
 4. Remove abandoned utility lines from areas of excavation. Cap, plug, or seal such lines and notify project CIVIL ENGINEER of such work completed.
 5. Locate and record abandoned and/or active utility lines adjusted or relocated during construction with the project CIVIL ENGINEER.
 6. Gas, electric (including main service, site lighting, conduits, and signage) cable, and telephone construction by others. Coordinate all earthwork activities with respective trades responsible for installation of said utilities.
- C. Excavation
1. Excavate in accordance with lines and grades indicated on the plan set documents.
 2. Excavate trenches wide enough to enable proper installation of utilities and to allow for inspection. Trim and shape trench bottoms and leave free of irregular lumps and projections.
 3. Do not disturb soil within canopy line of existing trees or shrubs that are indicated to remain. If it is necessary to excavate within the canopy line, perform work by hand and cut exposed roots with a sharp axe.
 4. When complete with work, request CIVIL ENGINEER to inspect excavations. Correct unauthorized excavation as instructed by CIVIL ENGINEER at no additional cost to OWNER.
 5. Stockpile excavated subsoil material for reuse on site. Remove excess or unsuitable excavated subsoil/ topsoil material from site and dispose of it in a legal manner unless otherwise stated on plans.
- D. Dewatering Trenches
1. Provide equipment including pumps, piping, and temporary drains required to keep trenches dry during construction.
 2. Do not discharge pumped water directly into municipal sewer systems without receiving prior approval. Ensure discharge water does not contain contamination or silt held in suspension.
 3. Direct surface drainage away from excavated areas. Control grading in and adjacent to excavations to prevent water running into excavated areas or onto adjacent properties or public thoroughfares.
 4. Furnish and operate pumping equipment on a twenty-four (24) hour basis if needed to keep excavated areas free of water until utilities have been placed and backfilled.
- E. Backfilling
1. All backfill material shall be on-site material unless granular fill is required by CIVIL ENGINEER/OWNER.
 2. Do not start backfilling until utilities have been inspected by project CIVIL ENGINEER.
 3. Ensure trenches are not in a frozen condition and are free of debris, snow, ice, or water.
 4. Backfill as early as possible to provide time for natural settlement and compaction.
 5. Place and compact backfill materials in lifts not exceeding 12". Use methods so as not to damage or disturb utilities.
 6. Maintain optimum moisture content of backfill materials so as to attain required compaction density.
 7. Remove excess backfill materials from site.

3.04 EXCAVATING, BACKFILLING, AND COMPACTING FOR ASPHALT/ CONCRETE PAVEMENT

A. Excavation

1. Excavate the subsoil in accordance with grades and elevation required for completion of the work.
- B. Backfilling
1. Verify areas to be backfilled are not frozen and are free from debris, snow, ice, and water.
 2. Do not backfill over existing subgrade materials which are wet or spongy.
 3. Compact existing subgrade materials if densities are not equal to that specified for backfill materials.
 4. Disc subgrade soil if needed to dry out any wet, soft, or spongy areas of existing subgrade in areas prior to base course or fill installation which do not pass loaded truck proof rolls. Discing operations for any one area may extend for 10 days. Days with excessive rain or poor drying conditions as determined by the engineer will not be counted towards the 10 days. Discing shall occur a minimum of once per day. Prior to the completion of the 10 days the contractor must most provide the owner in written a request for additional cost to continue. Any additional discing required after 10 days must be approved by the owner before work proceeds.
 5. Backfill as early as possible to provide time for natural settlement and compaction to occur.
 6. Provide water if needed to maintain optimum moisture content of backfill materials to meet specified compaction density.
- C. Excavation Below Bituminous Paved/Concrete Areas Subgrade, or Buildings
1. Deposits of water-bearing soil, organic topsoil, and subgrade material containing considerable amounts of vegetable matter, or other unsuitable debris shall be removed from the area to receive paved or synthetic surfaces to depths below the proposed finish grade shown on the plans, and/or as direction by the CIVIL ENGINEER. See GEOTECHNICAL BORING Report depicting any existing anticipated depths. Areas of excavation shall be backfilled with on-site suitable material if present. If said suitable material is not present, imported material (approved by CE) shall be imported as part of the base bid. The bottoms of such excavations shall be sloped and graded so that water does not pond in the bottoms of excavated areas.
 2. Humus-bearing soils and other excavated materials not suitable for embankment construction shall be disposed of off site in a legal manner.
 3. Overexcavation of unsuitable subgrade material discovered during construction under proposed asphalt &/or concrete areas not depicted on geotechnical report or plans shall be deemed as an extra cost.
 4. Backfill required for over-excavation of areas discovered during construction under proposed asphalt &/or concrete areas not depicted on geotechnical report or plans shall be clean non-organic fill, stone, or granular material (approved by CE) and deemed as an extra cost.

3.05 TOPSOIL PLACEMENT AS FINISH GRADING

- A. Place topsoil in areas where seeding and/or sodding is required to a min thickness of 6" lightly compacted depth, unless otherwise noted on the plans.
- B. Place topsoil in relatively dry state, during dry weather.
- C. Finish grade topsoil eliminating rough or low areas while maintaining profiles and contour of subgrade and achieving required min 6" compacted depth.
- D. Remove roots, debris, rocks larger than 1/4" in size, weeds, and foreign material while spreading.
- E. Manually spread topsoil close to trees, fences, buildings, and other objects to prevent damage.
- F. Lightly compact topsoil after placement.
- G. Leave the stockpile area and site clean and ready for seeding, sodding, or other finish treatment.

3.06 PROTECTION

- A. Protect existing features remaining as part of final landscaping.
- B. Protect existing and established benchmarks, roads, sidewalks, paving, vegetation, and curbs against damage from equipment and vehicular or foot traffic.
- C. Protect excavation areas by shoring, bracing, sheet piling, underpinning, or other methods as needed to prevent cave-ins or loose dirt from falling into excavations.

- D. Secure adjacent structures prior to the start of excavation which may be damaged by excavation work, including utility lines and pipe chases.
- E. Notify CIVIL ENGINEER of unforeseen subsurface conditions encountered and discontinue work in the area until CIVIL ENGINEER provides notification to resume work.
- F. Grade around excavation areas to prevent surface water runoff into excavated areas resulting in pounding.

3.07 COMPACTION REQUIREMENTS

- A. Compact all subgrade below proposed bituminous/concrete pavement, buildings or synthetic turf areas, and all utility trenches, to 95% of the Standard Proctor. General green spaces shall be 85% of the Standard Proctor. If geotechnical report recommends more restrictive requirements those standards shall take precedence.
 - 1. Proof roll testing shall also be performed using a fully loaded (20 US tons of material) tandem axle dump truck. The truck shall slowly drive back and forth at approximately 10'-15' wide intervals apart while the soils are evaluated for deflection / deformation below the rear tires. The truck shall cover the entire area being evaluated. Areas found to deflect more than approximately 1" in depth or leave permanent ruts of 2" or more will be evaluated by site engineer for potential subgrade improvements.
- B. The CONTRACTOR shall provide equipment capable of adding measured amounts of moisture to the soil material as determined by moisture-density tests. Where the subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply required amount of water to the surface of subgrade, or layer of soil material in such manner as to prevent free water from appearing on the surface during or subsequent to compaction operations. Remove and replace soil material that is too wet to permit compaction to 95% of maximum dry density, as established in accordance with ASTM-D1557.

3.08 COMPACTION TESTING

- A. Testing of compacted materials will be performed by an independent testing laboratory appointed and paid for by OWNER.
- B. The OWNER will pay for the cost of one series of tests for the area being evaluated. The CONTRACTOR shall pay for any additional testing costs as required due to improper performance of work.
- C. When work for this section or portions of work are completed, notify the testing laboratory to perform density tests. Do not continue with additional portions of work until test results have been verified.
- D. If, during progress of work, tests indicate that compacted backfill materials do not meet specified requirements, remove defective work, replace and retest at no cost to OWNER as directed by the CIVIL ENGINEER.
- E. Verify that compacted fills have been tested before proceeding with placement of surface materials.
- F. In-field testing shall be in accordance with ASTM D6938 "Density of Soil and Soil-Aggregate in Place by Nuclear Method." This test correlates to ASTM D-1556 "Density of Soil in Place by the Sand-Cone Method."
- G. The CONTRACTOR shall notify the testing laboratory and the CIVIL ENGINEER a minimum of forty-eight (48) hours in advance of the time compaction testing is required.

3.09 TOLERANCES

- A. Top surface of subgrade in proposed grassed areas: Plus or minus 1".
- B. Top surface of subgrade in proposed paved areas: Plus or minus 0.5".
- C. Top surface of grass athletic fields: Plus or minus 0.5".
- D. Finish grade of grass/lawn areas: Plus or minus 0.5".
- E. Finish grade of grass athletic fields: Plus or minus 0.25".
- F. Finish grade of finish stone of synthetic turf areas: Laser grade (Plus or Minus 0.125")

3.10 FIELD QUALITY CONTROL

- A. Testing of granular fill and backfill materials will be performed by an independent testing laboratory appointed and paid for by the OWNER.
- B. The OWNER will pay for the cost of one series of tests on areas being inspected. The CONTRACTOR will pay for costs of additional testing required due to improperly performed work.
- C. Tests and analysis of fill material shall be performed in accordance with ANSI/ASTM D698 D1557.
- D. Compaction testing shall be performed in accordance with ANSI/ASTM D1556, ANSI/ASTM D1557, ANSI/ASTM D6938.
- E. If testing indicates that the work does not meet specified requirements, remove work, replace and retest at no cost to OWNER.

3.11 UTILITY LOCATES

- A. All required Diggers Hotline locates and private utility locates shall be ordered and paid for by each contractor requiring the locate service.

END OF SECTION

SECTION 31 25 00
EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The CONTRACTOR shall provide all materials, labor, equipment and services necessary for the completion of the work specified in this section.
- B. Placement and removal of silt fence.
- C. Placement of erosion control blankets/turf reinforcement.
- D. Installation of sediment tracking construction entrance.
- E. Placement, cleaning, and removal of inlet protection.

1.02 RELATED SECTIONS

- A. Section 31 10 00 – Site Clearing
- B. Section 31 20 00 – Earth Moving
- C. Section 33 41 00 – Storm Utility Drainage Piping

1.03 REFERENCES

- A. State of Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction, Current Edition.
- B. Wisconsin Department of Natural Resources Storm Water Construction and Post-Construction Technical Standards.
- C. State of Wisconsin Department of Transportation, Erosion Control Product Acceptability List for Multi-Modal Applications (PAL), Current Edition
- D. Municipality Code

1.04 REQUIREMENTS

- A. CONTRACTOR shall provide and secure all erosion control permits from all governing authorities not previously obtained by the OWNER.
- B. The OWNER shall obtain the WDNR/WPDES Notice of Intent: The CONTRACTOR shall abide by the requirements set in the Notice of Intent (NOI). A copy may be acquired from the ARCHITECT.
- C. Erosion control measures shall be installed as indicated on the project construction documents and abiding with requirements of the Wisconsin Storm Water Construction and Post-Construction Technical Standards.
- D. Including but not limited to the WDNR/WPDES Notice of Intent (N.O.I.).

PART 2 PRODUCTS

2.01 EROSION CONTROL BLANKETS

- A. Erosion control blankets for non-channel use shall meet the requirements in Standard 1052 in the Wisconsin Storm Water Construction and Post-Construction Technical Standards.
- B. Erosion control blankets for non-channel, slopes use shall be on the Wisconsin Department of Transportation's PAL for Class I Erosion Mats, Type B. See Plans

2.02 SILT FENCE

- A. Silt Fence shall meet the requirements in Standard 1056 in the Wisconsin Storm Water Construction and Post-Construction Technical Standards.
- B. Silt Fence shall have Wisconsin Department of Transportation PAL Type FF, geotextile fabric.

2.03 SEDIMENT TRACKING CONSTRUCTION ENTRANCE

- A. Sediment tracking construction entrance shall meet the requirements in Standard 1057 in the Wisconsin Storm Water Construction and Post-Construction Technical Standards.

2.04 INLET PROTECTION

- A. Inlet Protection shall meet the requirements in Standard 1060 in the Wisconsin Storm Water Construction and Post-Construction Technical Standards.
- B. Inlet Protection shall have Wisconsin Department of Transportation PAL Type FF, geotextile fabric.

PART 3 EXECUTION

3.01 INSTALLATION OF EROSION CONTROL BLANKET

- A. Install Erosion Control blanket in accordance with Standard 1052 and 1053 in the Wisconsin Storm Water Construction and Post-Construction Technical Standards.
- B. Refer to manufacturer's recommendations and detail drawings for additional installation information.

3.02 INSTALLATION OF SILT FENCE

- A. Install silt fence in accordance with Standard 1056 in the Wisconsin Storm Water Construction and Post-Construction Technical Standards.
- B. Install silt fence around topsoil stockpile(s), excess/unsuitable material stockpile (at 2388 Robert Homb Memorial Drive, South Wayne, WI), and anywhere indicated on plans.

3.03 SEDIMENT TRACKING CONSTRUCTION ENTRANCE

- A. Install sediment tracking construction entrance in accordance with Standard 1057 in the Wisconsin Storm Water Construction and Post-Construction Technical Standards.

3.04 INLET PROTECTION

- A. Install inlet protection in accordance with Standard 1060 in the Wisconsin Storm Water Construction and Post-Construction Technical Standards.

3.05 NOTICE OF INTENT

- A. The PROJECT CIVIL ENGINEER, on behalf of the OWNER, has submitted to the Wisconsin Department of Natural Resources, the Notice of Intent (NOI). It is the responsibility of the CONTRACTOR to perform all work in accordance with the WPDES Permit. A copy may be obtained from the A/E upon request.

3.06 ONGOING INSPECTIONS

- A. Inspect and document all inspections of erosion control elements for the required NOI documentation.
- B. The Contractor shall use Form 3400-187 (R 11/16) for inspection documentation.

3.07 NOTICE OF TERMINATION

- A. Upon the completion of the project, and achieving 70% stabilization, complete the Notice of Termination (NOT), and submit as required to the Wisconsin Department of Natural Resources.

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall provide all materials, labor, equipment and services necessary for the completion of the work specified in this section.
- B. Furnish, place and compact dense graded base course for pavement as indicated on construction documents.
- C. Furnish and install soil separation fabric between subgrade and dense graded base as indicated on construction drawings.

1.02 REFERENCES

- A. State of Wisconsin Department of Transportation, Division of Highways, Standard Specifications for Highway and Structure Construction, Current Edition.
- B. Geotechnical Report provided.

PART 2 PRODUCTS

2.01 DENSE GRADED BASE COURSE

- A. Dense graded base course shall meet Section 305 Base Aggregate Dense $\frac{3}{4}$ inch, 1 $\frac{1}{4}$ Inch, and 3 inch of Standard Specifications for Highway and Structure Construction.
- B. Tolerances
- C. Finish grade shall not vary from any plan grade at any location by the following:
 - 1. Dense Grade Base Course: 1/4"

2.02 GEOTEXTILE FABRICS OR GEOGRID

- A. Soil separation fabric under breaker run and Riprap areas where applicable shall meet the requirements of Geotextile Fabric, Type HR in Section 645 of Standard Specifications for Highway and Structure Construction
- B. Geogrid under additional base course areas where applicable shall meet the requirements of Geogrid, Type SR (Subgrade Reinforcement) in Section 645 of Standard Specifications for Highway and Structure Construction
 - 1. Tensar BX Type 1, or equivalent

PART 3 EXECUTION

3.01 GENERAL

- A. Place material meeting requirements of Section 305 of Standard Specifications for Highway and Structure Construction, Current Edition, State of Wisconsin Department of Transportation, Division of Highways.
- B. Compact material meeting Special Compaction Requirements of Section 305 of Standard Specifications for Highway and Structure Construction, Current Edition, State of Wisconsin Department of Transportation, Division of Highways.
- C. Remove surplus material from site and dispose of in a legal manner.

END OF SECTION

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SECTION 32 12 16

ASPHALT PAVING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall provide all materials, labor, equipment and services necessary for the completion of the work specified in this section.
- B. Finish grading of dense graded base.
- C. Asphaltic concrete pavement for all proposed paved areas indicated on drawings.

1.02 REFERENCES

- A. State of Wisconsin Department of Transportation, Latest Edition, Standard Specifications for Highway and Structure Construction.

1.03 QUALITY ASSURANCES

- A. Job Mix
 - 1. Prior to starting work, the CONTRACTOR shall submit to the project Civil Engineer a Job Mix Formula which has been prepared by a credible and independent testing laboratory. The CONTRACTOR, if required, shall submit separate job mixes for the surface and binder courses. The formula shall be based on testing of the material actually intended for use on the project. The report shall be based on the Marshall Stability Method of Mix Design (ASTM D1559) and shall indicate the proposed mix meets the requirements in Section 460.2 of the Standard Specifications for Highway and Structure Construction for the specified mix.
 - 2. No work shall start until receipt of project Civil Engineer approval of the formula.
 - 3. The project Civil Engineer will inspect the paving operation, monitoring construction methods, gradation, temperature and finished density. Paving mix shall be monitored for proper gradation to ensure stability, flow and air voids is produced, and is maintained. It shall be the responsibility of the CONTRACTOR to insure that the mix meets the specified and submitted formula. The CONTRACTOR shall provide samples of aggregate and asphalt on request for purposes of testing or patching density core removals. If the owner elects to have testing done, the cost of testing for this portion shall be covered by OWNER, unless otherwise specified.
 - 4. All construction procedures and materials noted by Civil Engineer not in accordance with this specification shall be discontinued or made to conform.

PART 2 PRODUCTS

2.01 ASPHALT PAVEMENT

- A. Asphaltic pavement shall meet the requirements of HMA Pavement as listed in plans per Section 460.2.1 to 460.2.7 of the Standard Specifications for Highway and Structure Construction. See site layout plan for locations.
- B. Asphaltic binder pavement aggregate gradation shall conform to the mix listed in plans gradation master range in Table 460-1 of the Standard Specifications for Highway and Structure Construction.
- C. Asphaltic pavement wear course aggregate gradation shall conform to the mix listed in plans gradation master range in Table 460-1 of the Standard Specifications for Highway and Structure Construction.
- D. Asphaltic binder grade shall be PG 58-28 S (Per the plans).
- E. The project Civil Engineer reserves the right to alter the grade of asphalt at the time of construction other than that specified in the contract, based on existing conditions.

PART 3 EXECUTION

3.01 PREPARATION OF DENSE GRADED BASE

- A. Finish grade dense graded base.
- B. Dense graded base shall be finish graded smooth and trimmed. It is the CONTRACTOR'S responsibility to maintain it in this condition until placement of asphaltic concrete.

- C. Base course shall be watered and rolled immediately prior to placement of asphaltic concrete.
- D. The project CONSTRUCTION MANAGER/ARCHITECT/OWNER reserves the right to alter the grade of asphalt at the time of construction other than that specified in the contract, based on existing conditions.

3.02 INSTALLATION OF ASPHALTIC CONCRETE PAVEMENT

- A. Asphaltic concrete paving shall conform to Section 460.3 Standard Specifications for Highway and Structure Construction, Latest Edition, unless specifically mentioned otherwise.

3.03 TOLERANCES

- A. Finish grade shall not vary from plan grade in any location by the following:
 - 1. Finished Asphalt 1/8"

END OF SECTION

SECTION 32 13 13
PORTLAND CEMENT CONCRETE PAVING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Exterior concrete for:
- B. Concrete sidewalks
- C. Reinforcement
- D. Surface finish.
- E. Curing.

1.02 RELATED WORK

- A. Section 32 11 23 – Aggregate Base Course.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain materials from same source throughout.
- C. Regulatory Requirements:
 - 1. Construct ramps and curb ramps in accordance with Americans with Disabilities Act.

1.04 SUBMITTALS

- A. Submittals:
 - 1. Proposed Mix Design for review prior to commencement of work.
 - 2. Prior to any concrete work being performed, the contractor must provide an on site reference sample to be used for acceptance of workmanship and finish. Samples shall be large enough to represent all finishing that apply, including but not limited to joints, saw cuts, brooming, coloring and stamping. In Lieu of an onsite sample, the contractor may provide a recently finish project within the municipality or at a reasonable distance from the project, as determined by the owner, to be used as a reference site.
 - 3. Product data: manufacturer's specifications and installation instructions for Detectable warnings for curb ramps.

1.05 TESTS

- A. Submit proposed mix design for review prior to commencement of work.
- B. Test Reports: Reports in accordance with requirements specified in Article 3.09D, Field Quality Control.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Portland Cement: Type I conforming to ASTM C 150, "Standard Specification for Portland Cement".
- B. Normal Weight Aggregates: Conforming to ASTM C 33 "Standard Specification for Concrete Aggregate." Aggregates not complying with this standard may be used providing it can be shown by special test or a record of past performance that these aggregates produce concrete of adequate strength and durability.
- C. Fine aggregate: clean, natural sand, free from loam, clay lumps or deleterious substances. Fineness modulus of sand shall have a minimum value of 2.3 and a maximum value of 3.0.
- D. Coarse aggregate:
 - 1. Crushed and graded limestone containing no clay, mud, loam or foreign matter.
 - 2. Limit to 1% of the coarse aggregate by weight the amount of chert with a specific gravity less than 2.40 in exposed concrete.
 - 3. Coarse aggregate shall be nominal maximum sizes of 3/4", conforming to ASTM C33, Table 2.

- E. Water: shall be clean and free from deleterious materials.
- F. Curing Compounds: Conforming to ASTM C-309, Type 1, Class A, clear or translucent without fugitive dye; Wax or saponifiable resin types are not approved.
 - 1. Curing compounds shall exceed the moisture retention requirements of ASTM
- G. C309, when tested in accordance with ASTM C156 at the maximum coverage rate
- H. recommended by the manufacturer.
 - 1. Approved Products:
 - a. "Masterseal" by Master Builders
 - b. "1100 Clear" by W.R. Meadows
 - c. "Tri-Kote 26" by T. K. Products
- I. Integral Color concrete agent if required as manufactured County Materials Corporation, Marathon, WI or Equally approved

2.02 REINFORCEMENT (WHEN NOTED)

- A. Welded Steel Wire Fabric: ASTM A185 plain type; in flat sheets; uncoated finish.
- B. Fibermesh 300 homopolymer polypropylene fibrillated fibers. Apply at 1.5 lbs/yd³

2.03 DESIGN

- A. Provide concrete mix with the following properties:
 - 1. Compressive Strength: 4,000 psi at 28 days
 - 2. Slump: 2" to 4"
 - 3. Maximum water to cementitious material (cement plus fly ash) ratio: 0.45.
 - 4. Minimum cement plus fly ash content: 520 lbs. per cubic yard
 - 5. Total air content required (air-entrained and entrapped air): 6% +/- 1.5%.

2.04 ACCESSORIES

- A. Preformed Joint Filler: ASTM D1751, asphalt impregnated fiber board. Provide filler throughout the slab depth and of 1/2" thickness.
- B. Detectable Warnings for Curb Ramps: Mat with truncated domes complying with Americans with Disabilities Act; provide fasteners and adhesives as recommended by mat manufacturer.
 - 1. Recycled Tire Core: Nylon and Rayon fibers mixed into rubber composite.
 - 2. Slip resistant surface.
 - 3. Perimeter beveled-edge.
 - 4. Provide fasteners, sealers, and adhesives as recommended by mat manufacturer.

PART 3 EXECUTION

3.01 GENERAL

- A. Place material meeting requirements of Section 305 of Standard Specifications for Highway and Structure Construction, Current Edition, State of Wisconsin Department of Transportation, Division of Highways.
- B. Compact material meeting Special Compaction Requirements of Section 305 of Standard Specifications for Highway and Structure Construction, Current Edition, State of Wisconsin Department of Transportation, Division of Highways.
- C. Remove surplus material from site and dispose of in a legal manner.

3.02 INSPECTION

- A. Verify compacted granular base is ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Beginning of installation means acceptance of existing conditions.

3.03 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Notify ARCHITECT a minimum 24 hours prior to commencement of concreting operations.

3.04 FORMING

- A. Place and secure forms to correct location, dimension, and profile.
- B. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 REINFORCEMENT

- A. Place reinforcement at top third height of slabs-on-grade.
- B. Interrupt reinforcement at all joints.

3.06 FORMED JOINTS

- A. Place expansion joints in sidewalks every 400 square feet with a maximum 40 ft. o.c. spacing.
- B. Place expansion joints in curb and gutter at 40 ft. o.c.
- C. Place expansion joints between curbs and walks.
- D. Place joint filler in expansion joints and between curbs and walks, between paving components and building, and at catch basins, manholes, and other appurtenances.
- E. Provide scored or sawn control joints unless otherwise specified on plans. Joints shall be at right angles to the edges of work.
 - 1. Where walks are wider than 8'-0" provide longitudinal joints as directed.
 - 2. Space control joints per plan or if not stated at 5 foot intervals for sidewalks.
 - 3. Space control joints at 10 feet intervals for curbs.
 - 4. Place control joints in flat work every 100 square feet with maximum 10 ft. spacing.
 - 5. All panels should be square or nearly so. The length should not exceed 1.5 times the width.
- F. Align curb, gutter, and sidewalk joints.
- G. Place construction joints at the end of all pours and at locations where placement operations are stopped for more than 1/2 hour. If the construction joint will also be an expansion joint, dowel and sleeve the reinforcement.

3.07 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Tolerances: Finish grade shall not vary from plan grade at any location by the following:
 - 1. Concrete walks/flat work: 1/8"
 - 2. Concrete curbs and gutter: 1/8"
- C. Sawcuts and/or tooled joints shall not vary more than 1" off a straight line pulled in 50' of length.
- D. If the concrete surface or joint line varies more than the allowed tolerance, it will be at the discretion of the CIVIL ENGINEER/or Owner whether the concrete section shall be removed and replaced.

3.08 FINISHING

- A. After striking off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust the floating to compact the surface and produce a uniform texture.
- B. Provide positive slope on concrete surfaces to provide drainage.
- C. After floating, test surface for trueness with a 10' straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous, smooth finish.
- D. Work edges of walks and joints with a 1/4" radius edging tool. and a 4" wide smooth troweled surface at edges; provide broom finish on remainder of surface.
- E. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing by drawing a fine-hair broom across the concrete surface, perpendicular to the line of traffic. Repeat operation if required to provide a fine line texture acceptable to the A/E.

3.09 CURING/PROTECTION

- A. Use curing methods and provide protection as required.

- B. Apply Curing Compound uniformly in continuous operation by power-spray or roller in accordance with manufacturer's instructions.
 - 1. Recoat areas subjected to heavy rainfall occurring within 3 hours after initial application.
 - 2. Maintain continuity of coating and repair damage during curing period.
- C. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.
- D. Exclude traffic from concrete for at least 14 days after placement. When construction traffic is permitted, maintain the work as clean as possible and remove surface stains and spillage of materials as stains and spillages occur.

3.10 FIELD QUALITY CONTROL

- A. Materials and operations shall be tested and inspected as work progresses. Failure to detect defective work shall not prevent rejection when defect is discovered, nor shall it obligate the owner for final acceptance.
- B. Testing agencies shall meet the requirements of "Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", ASTM E 329.
- C. The following testing services shall be performed by the testing agency and shall be paid for by the Owner. Any additional testing due to failing results will be paid for by the Contractor.
 - 1. Secure composite samples in accordance with "Standard Method of Sampling
- D. Fresh Concrete," ASTM C 172.
 - 1. Mold and cure four cylinders from each test required in accordance with "Standard
- E. Method of Making the Curing Concrete Test Specimens in the Field," ASTM C 31.
 - 1. Test cylinders in accordance with "Cylindrical Standard Test Method for Compressive Strength of Concrete Specimens," ASTM C 39. Two cylinders shall be tested at 28 days for acceptance and one shall be tested at 7 days and one at 14 days for information.
 - 2. Make one set of cylinders for each 50 cubic yard or 5000 square feet of wall or floor surface or fraction thereof, of each mix design of concrete placed in any one day.
 - 3. A record shall be made by a representative of the general contractor of the Delivery ticket number for the particular load of concrete tested and the Approximate location in the work at which each load represented by a strength test is deposited.
- F. Determine total air content of normal-weight concrete sample for each strength test in accordance with "Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method," ASTM C231 or "Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method", ASTM C173.
- G. Submit one copy of all test data to a/e and the concrete supplier within 3 days of tests.

END OF SECTION

SECTION 32 17 23
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall provide all labor, materials, equipment and service necessary, or incidental, to the completion of the work specified in this section.
- B. Parking lot striping

1.02 QUALITY ASSURANCE

- A. Work in this section shall be completed by workers skilled and experienced in the application of pavement markings on bituminous surfaces. Submit to the ARCHITECT evidence of five (5) years of experience. List projects of a similar scope.

1.03 JOB CONDITIONS

- A. Verify with the asphaltic paving contractor that the surface on which the markings are to be applied has cured and is ready to be striped.
- B. Observe the environmental precautions regarding temperature and humidity in the application of the line marking paint. Delay applications when drying conditions will not allow the paint materials to dry in a timely manner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Paint shall be waterborne or solvent borne, colors as shown or specified herein. Pavement marking paints shall comply with applicable state and local laws enacted to ensure compliance with Federal Clean Air Standards. Paint materials shall conform to the restrictions of the Local Air Pollution Control District.
- B. Waterborne Paint:
Paints shall conform to FS TT-P-1952
- C. Solvent Borne Paint:
Paint shall conform to FS A-A-2886 or AASHTO M248. Paint shall be non-bleeding, quick-drying, and alkyd petroleum base paint suitable for traffic-bearing surface and be mixed in accordance with manufacture's instructions before application for color (See Plans).

PART 3 EXECUTION

3.01 LAYOUT

- A. Do not apply paint until paving has cured a minimum of 14 days.
- B. Use steel tapes, transits, and other surveying equipment which will allow the precise measurement of distances and angles.
- C. Perform layout with chalk or lumber crayon only.
- D. Remove grease, oil, dirt, or other surface contaminants which would affect the appearance or performance of the painting work.

3.02 APPLICATION

- A. Install pavement markings according to the manufacture's recommended procedures for the specified material.
- B. Tolerances:
 - 1. General:
Make lines parallel, evenly spaced, and with sharply defined edges.
 - 2. Line Widths:
 - a. Plus or minus **1/4 inch** variance on straight segments.
 - b. Plus or minus **1/2 inch** variance on curved alignments.
- C. Protect completed work from damage

3.03 CLEANING

- A. Remove drips, overspray, improper markings, and paint material tracked by traffic by sand blasting, wire brushing, or other methods approved by architect.

END OF SECTION

SECTION 32 31 19
ORNAMENTAL FENCE

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the industrial ornamental aluminum fence system defined herein at the Viroqua Housing Authority Park View Manor site.

1.02 RELATED WORK

Section 31 20 00 – Earth Moving

Section 32 13 13 – Portland Cement Concrete Paving

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total industrial ornamental aluminum fence system of the Ameristar® Echelon II® (Majestic) design. The system shall include all components (i.e., pickets, rails, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
- ASTM D523 - Test Method for Specular Gloss.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.

1.06 SUBMITTAL

The manufacturer's submittal package shall be provided prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

PART 2 - MATERIALS

2.01 MANUFACTURER

The industrial ornamental aluminum fence system shall conform to Ameristar Echelon II, (Majestic) (2-Rail) style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma.

2.02 MATERIAL

A. Aluminum material for fence framework (i.e., tubular pickets, rails, and posts) shall conform to the requirements of ASTM B221. The aluminum extrusions for posts and rails shall be Alloy and Temper Designation 6005-T5. The aluminum extrusions for pickets shall be Alloy and Temper Designation 6063-T52.

B. The manufactured framework shall be subjected to the Ameristar thermal stratification coating process (high-temperature, in-line, multi-stage, and multi-layer) including, as a minimum, a six-stage pretreatment/wash, and an electrostatic spray application of a polyester finish. The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be (Black). The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

C. Material for fence pickets shall be 1" square x 0.062" thick (.125" wall for Invincible) extruded tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner™ design with outside cross-section dimensions of 1.75" square. The top wall and internal web of the rail shall be 0.070" thick; the sidewalls shall be 0.070" thick for superior vertical load strength. Picket holes in the ForeRunner rail shall be spaced 4.715" o.c., except for Invincible style 6' long, which shall be, spaced 4.98" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. Fence posts and gate posts shall meet the minimum size requirements of Table 1. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections.

D. Bracket to rail attachments shall be made using specially designed one-way tamperproof security nuts with carriage bolt. Bracket to post connections shall be made using self-drilling hex-head screws.

E. Aluminum castings shall be used for all rings, post caps, finials, and miscellaneous adornments.

2.03 FABRICATION

A. Pickets, rails, and posts shall be pre-cut to specified lengths. ForeRunner rails shall be pre-punched to accept pickets.

B. The rail inner slide shall be fully inserted into the rail outer channel to form the raceway for the internal retaining rod. Grommets shall be inserted into the pre-punched holes in the rails, and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal raceway of the two-part ForeRunner rails. (Note: This can best be accomplished by using an alignment template). Retaining rods shall be inserted into each ForeRunner rail so that they pass through the pre-drilled holes in each picket, thus completing the panel assembly.

C. Completed panels shall be capable of supporting a 300 lb. load (applied at midspan) without permanent deformation. Panels shall be biasable to a 25% change in grade.

D. Gates shall be fabricated using 1.75" sq. reinforced ForeRunner rail material, 2" sq. x .250" gate ends, and 1" sq. x .125" pickets. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall be joined by welding.

PART 3 - EXECUTION

3.01 PREPARATION

All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 FENCE INSTALLATION

Fence post shall be spaced according to Table 3, plus or minus $\frac{1}{2}$ ". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE

When cutting/drilling rails or posts adhere to the following steps to seal the exposed surfaces; 1) Remove all metal shavings from cut area. 2) Apply custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1& 2 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

| Table 1 – Minimum Sizes for Echelon II Posts | | | | |
|---|---|--|---|--|
| <u>Fence Posts</u> | | <u>Panel Height</u> | | |
| 2-1/2" x 2-1/2" x .080" Alum. w/ reinforced web | | Up to & Including 6' Height | | |
| 3" x 3" x .120" Alum. | | Over 6' Up to & Including 8' Height | | |
| 4" x 4" x .250" Alum. | | Over 8' Height Up to 10' | | |
| | | | | |
| <u>Gate Leaf</u> | <u>Gate Height</u> | | | |
| | <u>Up to & Including 4'</u> | <u>Over 4' Up to & Including 6'</u> | <u>Over 6' Up to & Including 8'</u> | <u>Over 8' Up to & Including 10'</u> |
| Up to 4' | 3" x 3" x .120" Alum. | 4" x 4" x .250 Alum. or 3" x 12 Ga. steel | 4" x 11 Ga. steel | 4" x 11 Ga. steel |
| 4'1" to 6' | 4" x 4" x .250 Alum. or 3" x 12Ga. steel | 3" x 12 Ga. steel | 4" x 11 Ga. steel | 4" x 11 Ga. steel |
| 6'1" to 8' | 4" x 11 Ga. steel | 4" x 11 Ga. steel | 4" x 11 Ga. steel | 6" x 3/16" steel |
| 8'1" to 10' | 4" x 11 Ga. steel | 4" x 11 Ga. steel | 6" x 3/16" steel | 6" x 3/16" steel |
| 10'1" to 12' | 4" x 11 Ga. steel | 6" x 3/16" steel | 6" x 3/16" steel | 6" x 3/16" steel |
| 12'1" to 14' | 6" x 3/16" steel | 6" x 3/16" steel | 6" x 3/16" steel | 6" x 3/16" steel |

| Table 2 – Coating Performance Requirements | | |
|--|-------------------------|--|
| <u>Quality Characteristics</u> | <u>ASTM Test Method</u> | <u>Performance Requirements</u> |
| Adhesion | D3359 – Method B | Adhesion (Retention of Coating) over 90% of test area (Tape and knife test). |

| | | |
|-----------------------|-------------------------------|---|
| Corrosion Resistance | B117 & D1654 | Corrosion Resistance over 1,000 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters). |
| Impact Resistance | D2794 | Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball). |
| Weathering Resistance | D822 D2244, D523 (60° Method) | Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units). |

| Table 3 – Echelon II – Post Spacing By Bracket Type | | | | | | | | |
|---|--|-----|---|------------------------------------|-------------------------------------|---------|----------------------------------|------|
| Span | For INVINCIBLE® 8' Nominal (91.25" Rail) | | For CLASSIC, GENESIS, & MAJESTIC 8' Nominal (92.625" Rail) | | | | | |
| Post Size | 2-1/2" | 3" | 2-1/2" | 3" | 2-1/2" | 3" | 2-1/2" | 3" |
| Bracket Type | Industrial Flat Mount (BB301) | | Industrial Universal (BB302) | Industrial Universal (BB303) | Industrial Flat Mount (BB301) | | Industrial Swivel (BB304)* | |
| Post Settings ± 1/2" O.C. | 94-1/2" | 95" | 96" | 96.5" | 96" | 96-1/2" | *97.5" | *98" |
| | | | | | | | | |
| Span | For INVINCIBLE® 6' Nominal (71.375" Rail) | | For CLASSIC, GENESIS, & MAJESTIC 6' Nominal (67.75" Rail) | | | | | |
| Post Size | 2-1/2" | 3" | 2-1/2" | 3" | 2-1/2" | 3" | 2-1/2" | 3" |
| Bracket Type | Industrial Flat Mount (BB301) | | Industrial Universal (BB302) | Industrial Universal (BB303) | Industrial Flat Mount (BB301) | | Industrial Swivel (BB304)* | |

| | | | | | | | | |
|--|-----|-------|-------|-----|-------|-----|------|--------|
| Post Settings ± ½" O.C. | 75" | 75.5" | 71.5" | 72" | 71.5" | 72" | *73" | *73.5" |
| <p>*Note: When using BB304 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.</p> | | | | | | | | |

END OF SECTION

SECTION 32 93 00
PLANTS

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. This work shall consist of furnishing and planting plants of the species, varieties and sizes specified, complete in place at the locations designated on the plans or as directed by the A/E. It shall include furnishing all necessary materials and performing all necessary work such as excavating plant holes, salvaging topsoil, potting, transplanting, backfilling, pruning, mulching, watering, heeling in, fertilizing, wrapping, guying and bracing, rodent protection and anti-desiccant, disposing of surplus and waste materials, necessary care and replacement.

1.2 QUALITY ASSURANCE

- A. Perform work with personnel experienced in the work required in this section under direction of a skilled foreman. The Contractor shall have a minimum of five successful installations of similar projects and materials, or approval by ARCHITECT.

1.3 SUBMITTALS

- A. Maintenance Data: Include cutting and trimming method .
B. Provide Owner with detailed written long term landscape maintenance information.
C. Submit list of plant life sources.

1.4 DELIVERY STORAGE AND HANDLING

A. General

1. All plant stock shall be dug and handled with care and skill to prevent injuries to the trunk, branches, and roots and shall be packed in an approved manner to insure arrival at the project site in good condition.
2. The plant stock shall be transported in enclosed vehicles or, in lieu of the enclosed vehicles, the plant tops shall be suitably protected from drying.
3. All plants furnished with earth balls or in containers shall be handled by the ball or container.

B. Bare Root Stock (BR)

1. Plant stock to be furnished BR shall be moved with the roots protected against drying out by the use of moist sphagnum moss, straw or other suitable material, and covered with canvas or other suitable covering in an approved manner.

C. Bare Root Potted Stock (BRP)

1. Plant stock to be furnished BRP shall be bare root plants potted in accordance with the following requirements and the planting details shown on the plans. The potting shall be the responsibility of the CONTRACTOR and shall be done by placing the plant in a plantable fiber container of the specified size and then placing and compacting the potting mixture backfill so that the elevation of the plant root collar and the backfill material is approximately 1" below the top of the container.
2. The potting shall include pruning of the plants before or at the time of potting and working the plant around as the potting mixture is added to insure that the roots are naturally spread or spaced within the pot. Fertilizer conforming to 2.01 G, H shall be placed on the soil in the pot after potting in accordance with the requirements of such subsection.
3. The plants shall be potted prior to May 1 of the year they are to be planted and shall be stored, watered and otherwise cared for by the CONTRACTOR in a suitable location off the highway right-of-way for at least four (4) weeks. The CONTRACTOR shall inform the

A/E of the location of the potting and storage area at least ten (10) days before potting begins.

4. Only live, healthy, vigorously growing BRP plants will be acceptable for planting at the designated locations on the project site.

D. Balled and Burlapped Stock (B&B)

1. Plant stock to be furnished B&B shall be moved with a compact dug ball of earth so firmly wrapped in burlap that upon delivery the soil in the ball is still firm and compact about the small feeding roots. Each ball shall be of sufficient size to encompass all the fibrous feeding roots necessary to insure successful recovery and development of the plant. The minimum sizes of balls, ball depth and diameters, and increased ball sizes for collected stock shall be in accordance with Recommended Balling and Burlapping Specifications, as set forth in the current edition of the American Standard for Nursery Stock sponsored by the American Association of Nurserymen, Inc.

E. Balled and Potted Stock (B&P)

1. Plant stock to be furnished B&P shall be plants which have been dug from the growing site with the roots contained in a compact unbroken ball of earth and placed in a plantable fiber container. The size and shape of the earth ball shall conform to the approximate size and shape of the container so that the plant root collar is approximately 1" below the top of the container. Any voids shall be filled at potting time with native soil. The minimum ball size shall be equivalent to the ball size for B&B stock shown in the current American Standard for Nursery Stock as required for the plant specified.

F. Container Grown Stock (CG)

1. Plants furnished CG shall be well rooted and established in the containers in which they are growing. They shall have grown in the containers sufficiently long enough for the new fibrous roots to have developed so that the root soil mass will retain its shape when removed from the container. The plants shall not have grown in the container long enough to become container bound. The container shall be sufficiently rigid to retain its shape and protect the plant root system during shipping and handling. Container size shall be in accordance with specifications for CG stock as stated in the current edition of the American Standard for Nursery Stock. Keep plants moist at all times and in the trays or containers till planting.

G. Machine Transplanted Stock (MT)

1. Plants to be furnished or transplanted as MT stock shall be plants that are to be moved from the growing site to selected sites within the right-of-way by use of a tree transplanting machine. The machine shall be capable of digging and removing from the ground, an unbroken mass of earth of the specified size and shape. It shall be capable of lifting and transporting the mass of earth supporting the specified size plant and containing its roots in an undisturbed condition. The machine shall be capable of holding the soil mass and roots in the undisturbed condition until the tree is lowered into the growing position and the soil mass supported by the walls of the planting hole.

H. Stone Mulch

1. Store products (until ready for installation) to prevent excessive mud, concrete or any other materials from coming into contact and affixing to the stone mulch.

1.5 PLANT ESTABLISHMENT PERIOD

A. General

1. A plant establishment period of two (2) years shall follow the completion of planting.

B. Two-Year Plant Establishment Period

1. The plant establishment period shall extend until August 1 of the second full growing season.

C. Care

1. The CONTRACTOR shall properly care for all plants from the time of planting until the partial or final acceptance of the work under the contract.
2. Proper care of plants shall consist of doing such watering, weeding, cultivating, pruning, spraying, tightening of braces and guys, retying, wrapping, re-mulching and other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition. In addition to the watering required in 3.01, a, entitled MAINTENANCE, complete watering shall be performed at 12 to 15 day intervals between project start and September 15, if required. Such intervals may be lengthened when weather conditions and soil moisture permit. Additional watering may be ordered by the OWNER, CONSTRUCTION MANAGER, or A/E at any time during the plant establishment period should conditions require such watering.
3. A sufficient amount of water shall be placed in each plant hole at the time of each watering to keep the topsoil backfill material in a moist condition, and to keep the plant in a healthy growing condition.
4. All evergreens that die during the course of the plant establishment period shall be removed and disposed of by the CONTRACTOR as their dead conditions become evident.
5. All mulched areas shall be kept free of all vegetation, except the specified plants, by hoeing, hand weeding or by the use of herbicides if approved by the A/E.
6. All vines shall be strung to fences and runners shall be directed toward retaining walls or structures, as the case may be, during plant establishment period.
7. Pesticides shall be applied as required to control insects and disease and to keep the plants in a healthy condition.
8. All plants that die or show evidence of dying during the plant establishment period shall be replaced at the CONTRACTOR'S expense at the earliest appropriate planting time after this condition becomes apparent. Replacement will be permitted until June 1 of the year in which the final inspection is made.
9. All bracing and guying materials shall be removed and disposed of by the CONTRACTOR after the final inspection of the plantings.

D. Acceptance and Replacement of Plant Material

1. Near the end of the applicable plant establishment period, but no later than September 15, the inspection of the planting will be made and only those plants that are in a healthy growing condition and which meet the following minimum requirements will be accepted and measured for payment at the contract lump sum price. Plant sizes and standards shall be in accordance with the AMERICAN STANDARDS FOR NURSERY STOCK.
2. Evergreens shall exceed the minimum size of the specified size range and all coniferous types shall have fully developed, mature needles and average sized buds on current season's growth.
3. Deciduous shrubs shall exceed the requirements of the specified size range and have mature, average sized leaves typically distributed throughout the branch system.
4. Deciduous vines shall have the required number of runners, each exceeding the minimum required length.
5. The plants not meeting the foregoing requirements shall either be removed or replaced with satisfactory plants during the current fall planting season, or at the option of the A/E, be allowed to remain in place. Materials and method of replacement planting shall be the same as specified for the original planting, except that plants furnished BRP may be replaced with B&P or CG stock. Such plants when satisfactorily replaced or allowed to remain will be measured and paid for at the reduced contract unit price provided in a lump sum Basis of Payment.

1.6 WARRANTY

- A. Provide to a period through the second spring of growth, a 2yr. warranty from date of Substantial Completion for the Project.
- B. Replace plant materials found dead, or not in a healthy growing condition.
- C. Replacements

1. Plant materials of same size and species, with a new warranty commencing on the date of replacement.

PART 2 PRODUCTS

2.1 MATERIALS

A. Trees and Plants

1. Species and size identified in the plant schedule, grown in climatic conditions similar to those in the locality of the work.

B. Compost

1. Compost shall be a standard commercial compost of cattle, sheep or poultry manure, or other organic material acceptable to the A/E.

C. Peat Moss

1. Peat Moss shall consist of at least 75% of partially decomposed stems and leaves of sphagnum, hypnum, polytrichum and other mosses in which the fibrous and cellular structure is still recognizable. It shall be nearly free of decomposed colloidal residue, wood, and other foreign matter, and shall be brown to black in color. Humus peat will not be acceptable. Peat moss shall have the following characteristics:
 - a) Moisture content shall not exceed 60% by weight.
 - b) Ash content shall not exceed 20%, based on the oven dry weight of the material.
 - c) The pH value shall be not less than 3.2 nor greater than 7.0 at 25 degrees C.
 - d) Water holding capacity shall be not less than 400% by weight, on an oven dry basis.
 - e) Upon request, the CONTRACTOR shall furnish the A/E with a representative sample of the peat moss for testing in accordance with the Federal Specification for Peat, Moss; Peat, Humus; and Peat, Reed Sedge numbered Q-P-166c.
 - f) The CONTRACTOR shall furnish the A/E with a certificate stating the type of peat moss, the brand name, and the country or place of origin. If packed in bales and if bale size is used in determining quantities for mixing, the certificate shall also contain the cubic feet of compressed bale size, the compression ratio, and the approximate weight of the bales. A certificate will not be required if this information is marked on the bales.

D. Topsoil

1. Topsoil shall be salvaged from the plant hole excavation whenever such topsoil conforms to the above requirements. The sod from the plant hole excavation may be used for backfill, together with topsoil, providing it is thoroughly broken into small pieces and used in limited quantities near the bottom of the plant hole and in such manner that it will not be in contact with the small feeder roots.

E. Potting Mixture

1. Potting mixture shall consist of a mixture of peat moss, topsoil, and sand in a ration of 1:1:1 by volume. Fertilizer shall be thoroughly incorporated in the mixture at the rate of four (4) pounds of fertilizer to each cubic yard of mixture.
2. The peat moss shall conform to the requirements of Subsection C and topsoil to Subsection D. The sand shall be approved by the A/E and 100% shall pass a 3/8" sieve.

F. Fertilizer

1. Fertilizer shall conform to the pertinent requirements of the following:
 - a. Fertilizer for Potting Mixtures
Unless otherwise specified, the fertilizer to be mixed with the potting soil shall be a super phosphate meeting the following minimum requirements:

| | |
|-----------------|-----|
| Nitrogen | 0% |
| Phosphoric Acid | 20% |
| Potash | 0% |
 - b. Fertilizer for BRP Stock

Fertilizer to be placed on the soil in containers shall be of the controlled release type and shall have the following minimum requirements:

Nitrogen, not less than 18%

Phosphoric Acid, not less than 9%

Potash, not less than 9%

The fertilizer shall consist of granules of soluble nutrients, each granule of which shall be enclosed in a water permeable resinous film.

The fertilizer shall be spread evenly over the top of the container at the rate of 2 oz. per cubic foot of container volume.

c. Fertilizer for Plant Holes

Fertilizer to be used in plant holes shall be a water soluble fertilizer contained in a micro pore slow release polyethylene packet. The amount of fertilizer in each packet shall be minimum of one ounce.

The fertilizer shall meet the following minimum requirements:

Nitrogen, not less than 16%

Phosphoric Acid, not less than 8%

Potash, not less than 16%

d.) Fertilizer for Wood Chip Mulch

Fertilizer to be used on areas to be mulched with wood chips shall be a slow release ureaform fertilizer having at least 38% nitrogen.

G. Water

1. Water used shall be free from any impurities or substances which might injure the plant.

H. Hardwood BarkMulch

1. Wood chips shall be chips such as are obtained from any standard wood or brush chipping machine and shall be substantially free of noxious weed seeds or other objectionable foreign materials. The mulch used shall meet the approval of the A/E.

I. Wrapping

1. Wrapping, when specified shall consist of a two-ply waterproofed crepe tree wrapping paper, laminated with a layer of pliable asphalt material

J. Wound Dressing

1. Wound dressing, when required, shall consist of an asphalt base tree paint or other acceptable material suitable for application by brushing or spraying on bruised or cut surfaces of plants.

K. Rodent Protection

1. Rodent protection, when specified, shall consist of galvanized hardware cloth, extruded aluminum mesh, or a durable preformed plastic material. The hardware cloth or aluminum mesh, if used, shall have at least three meshes per linear inch and shall be used in conjunction with a steel rod having a minimum size of 3/8" x 48". The plastic material shall be a durable, resilient, preformed plastic spiral acceptable to the A/E. Such material shall have a natural, earth-tone color.

L. Bracing and Guying Materials

1. When specified, these materials shall consist of such wood or steel stakes, wire, rubber hose, soft rope or straps, turnbuckles, and other material as needed to perform the work. Stakes shall be of solid durable wood, approximately 2 x 2" and of the required length, except that stakes used for bracing may be approved steel posts of the required length.
2. Wire of good quality shall be No. 11 or 12 steel wire and when used for trees of four (4) inches or less in diameter. No. 9 or 10 for trees over four inches in diameter. A suitable turnbuckle for adjusting the wire tension shall be used with the larger wire.

M. Anti-Desiccant

1. Anti-desiccant, when specified, shall be an approved emulsion which will provide a film over plant surfaces permeable enough to permit transpiration.

N. Equipment

1. The CONTRACTOR shall furnish and have available, sufficient watering equipment, including tanks, pumps, hoses, and incidentals to fully perform all of the watering required

in Subsection 301, A. The capacity and adequacy of such equipment shall be determined on the basis of supplying approximately 20 gallons of water per large tree, ten gallons per small tree, five gallons per shrub and two and one-half gallons per vine or sumac plant for each of the required watering. A source of water capable of supplying the above amounts shall be available.

O. Stone Mulch

1. Stone for landscape and beds to be naturally rounded and washed, graduation from 1" to 1-1/2" maximum, River Stone or Mississippi Pebble
2. Color to be selected by owner.

PART 3 EXECUTION

3.1 PREPARATION

A. Planting

1. All planting of BR, B&B, BRP, B&P, CG, and MT plants, unless otherwise directed, shall be performed in accordance with the method herein provided. Insofar as practicable, BR plants shall be protected against drying by keeping the roots covered with a canvas or other suitable covering until planted.
2. The soil in the bottom of the hole which has been excavated to the prescribed requirements shall be loosened to a depth of three inches and mixed with an equal amount of topsoil. A mound of soil shall be formed in the center of the hole to support the roots or ball of the plant. The plant shall be placed on the mound of soil and held in a vertical position. The roots of BR plants, pruned as required, shall be spread out to their approximate natural position. B&B plants shall be placed in their wrapped ball, and shall be moved and handled only by the ball. The plant shall be so set, by adjusting the elevation of the mound that after settlement the plant will stand approximately the same depth it stood in the nursery or field.
3. Unless otherwise specified, the plant hole shall be backfilled with topsoil to which compost has been added at the ratio of six (6) parts soil to 1 (1) part compost by volume. The soil compost mixture shall be placed in layers around the roots or ball. Each layer shall be carefully tamped in place in a manner to avoid injury to the roots or ball disturbing the position of the plant. When approximately 2/3rds of the plant hole has been backfilled, the hole shall be filled with water and the soil allowed to settle around the roots. B&B plants shall have the burlap cut away or folded back from the top of the ball before applying the water. After the water has been absorbed, the plant hole shall be filled with topsoil and tamped lightly to grade. Any settlement shall be brought to grade with topsoil. Unless otherwise directed or specified, a shallow rain cup or rain basis shall be formed in the completed backfill by shaping the soil around the plant.
4. The holes made for MT plants shall be filled to about ½ the hole depth with a slurry made from a 1:1 mixture of water and compost by volume. The slurry shall be placed in the hole just prior to placing the tree in the hole. Any voids remaining when the machine is removed shall be backfilled with topsoil.
5. After the plantings have been in place at least two (2) days, but not more than five (5), an inspection of such plantings shall be made. Plant depths and plumbness shall be adjusted as necessary and any additional required backfill shall be placed. All plants being inspected shall be thoroughly watered during the inspection period.

B. Fertilizing

1. Fertilizer for Potting Mixtures
 - a) Fertilizers for potting mixtures shall be incorporated in the mixtures at the rate of four (4) pounds of fertilizer per cubic yard of mixture so that the fertilizer is uniformly distributed.
2. Fertilizer for Plant Holes
 - a) The number of packets specified on the plans to be placed in each plant hole shall be uniformly spaced around the outside of the plant hole during the backfill operation. The packets shall be placed as shown on the planting

detail sheet after the backfilling is partially completed. They shall be at least six (6) inches below the final grade of the backfill material

- b) If specified for MT plants, the packets shall be equally spaced around the hole by placing in niches dug into the plant hole wall from 9" to 18" below the soil surface.

C. Mulching

- 1. Mulch, when specified, shall be placed over the backfilled plant hole or plant bed within the specified area to a depth of approximately three (3) inches after any necessary backfilling, adjustment, and watering has been performed, unless otherwise specified.

D. Wrapping

- 1. When specified to be wrapped, the trunks of trees shall be wrapped with wrapping material overlapping one and one-half (1 ½) inches, wound from the ground line to the lowest main branches. The wrapping shall be securely tied in at least three places, including the top, middle and bottom. The wrapping shall be done as soon as practical after planting.

E. Rodent Protection

- 1. When required, a rodent protective material shall be applied to the plants. This is appropriate on Birch species.

F. Bracing

- 1. When specified, trees shall be braced with a stake driven into the ground near the base of the tree to a depth of two (2) to three (3) feet, or until sufficiently solid to support the tree, and shall extend upward to about six (6) inches below the lowest main branches. The tree shall be fastened to the stake by a means of a soft rope, strap, or a wire enclosed in a hose in such a manner as to avoid injury to the tree.

G. Guying

- 1. When specified, trees shall be guyed with three (3) wires whose upper ends encircle the tree trunk, just above the lowest main branches of deciduous trees and at a point above the ground line of 2/3rds the height of evergreen trees. The lower ends shall be anchored to stakes set in the ground around the tree, equal distance apart and at a distance from the tree of approximately 3/4ths the distance from the ground to the upper point of fastening. The anchor stakes shall be notched to prevent slipping of the wire and shall be driven into the ground at a slight angle away from the tree to a depth of 18" or more until solid, and shall extend for three (3) inches above the ground.
- 2. Each wire where it encircles the tree shall be enclosed in a hose of sufficient length to clear the trunk six (6) inches at the ends. The wires shall be drawn taut to equal tension by means of twisting or use of turnbuckles, and securely fastened, with the trunk of the tree remaining in a vertical position.

H. Disposal of Excess and Waste Material

- 1. All excess excavation, waste materials, or other debris shall be removed and disposed of by the CONTRACTOR.

3.2 INSTALLATION

A. General

- 1. The normal spring planting season for all plants except those handled BRP shall extend to June 1. Unless otherwise approved, BRP plants shall not be planted at the designated locations on the project site after June 1st to August 15th. The normal fall planting season for all plants, except evergreens, shall begin on October 1st. Fall evergreen planting shall be done between September 1 and October 1. Unless otherwise approved, planting shall not be done when the ground is frozen or when the soil is in an unsatisfactory condition for planting. Planting shall not be done when the temperature is below freezing unless plant roots are satisfactorily protected to prevent damage.
- 2. Delivery and Temporary Storage
 - a. At least three (3) days prior to each delivery of plant material to the potting, storing, or project site, the CONTRACTOR shall notify the A/E of such contemplated delivery.

- b. In so far as practicable, plant stock shall be planted on the day of delivery at the project site. In the event this is not possible, the plant stock shall be temporarily stored by "heeling-in" or by placing in a well ventilated, cool, moist storage place and shall be adequately protected against drying by the use of moist sphagnum moss, straw, or other suitable covering around the roots of BR stock and the balls of B&B stock.
- c. Plants growing in pots or containers shall be spaced to provide for air circulation and reasonably unrestricted top spread. Potted and container grown plants shall be cared for and watered as necessary to keep them in a healthy growing condition while in storage.
- d. Bare root plants, when "heelled-in", shall be placed in a spade depth trench, have their roots fully covered with damp topsoil and be protected from the sun and wind. When "heelled-in" all plants shall be properly cared for by the CONTRACTOR. Plants shall not remain "heelled-in" from one planting season until the next.

B. Excavation of Plant Holes

- 1. The plant holes shall be centered at the location stake, unless otherwise permitted by the A/E.
- 2. The plant holes, except for MT stock, shall be excavated to the minimum dimensions shown on the plans or established by the A/E, provided, however, that the plant hole shall be large enough to permit placing at least six (6) inches of backfill material around and at least two (2) inches beneath the root system of BR stock and the pots, balls or containers of BRP, B&B, B&P and CG stock. When a minimum size hole is excavated, the hole shall be excavated cylindrical in shape with vertical sides and a flat or saucer-shaped bottom.
- 3. Unless soil conditions make it impractical, planting holes for MT plants shall be dug by the tree moving machine and shall be approximately the same size and shape as the soil mass containing the root system of the machine moved plant.
- 4. The sod and topsoil suitable for backfilling shall be kept separate from the excavated subsoil.
- 5. When planting on a slope, the minimum depth of the plant hole shall be measured from the downward side of the slope at the hole.
- 6. In the event it is necessary to suspend planting operations until the following planting season, any open plant holes shall be backfilled before suspending the work.

C. Pruning

- 1. The bruised or broken parts of large or fleshy roots shall be cut off smoothly before planting or potting. The tops of deciduous plants shall be pruned either before or at the time of planting or potting. Unless otherwise specified or directed by the A/E, for deciduous BR stock this shall consist of removing 1/3 to 1/2 of the top by thinning out and heading back the stems and top branches; and for deciduous B&B, B&P and CG stock, this shall consist of removing dead and broken branches and thinning and heading back the stems and branches to compensate for root loss and to shape the plant. The pruning shall be done so that the plant retains its natural form. Except when heading back, all cuts shall be made outside of the branch bark ridge. Evergreen plants shall not be pruned except to remove dead or broken branches. All cut surfaces of one (1) inch or more in diameter shall be painted with a tree wound dressing.

D. Anti-Desiccant

- 1. Anti-desiccant, when specified, shall be applied to evergreen plants prior to or at the time of planting and to BRP plants prior to shipment from the storage place. It shall be applied to plants to be transplanted prior to transplanting. The rate and method of application of the emulsion shall be according to the manufacturer's recommendations.

END OF SECTION

SECTION 33 41 00
STORM UTILITY DRAINAGE PIPING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall provide all materials, labor, equipment and services necessary for the completion of the work specified in this section.
- B. Installation of storm sewer pipe and manhole structures.

1.02 REFERENCES

- A. 6th Edition of Standard Specifications for Sewer and Water Construction in Wisconsin, Public Works Industry Improvement Program, 2835 North Mayfair Road, Milwaukee, WI 53223.
- B. Standard Specifications for Highway and Structure Construction, Current Edition, State of Wisconsin, Department of Transportation, Division of Highways.
- C. Wisconsin Department of Safety and Professional Services (SPS), Wisconsin Plumbing Products Register, latest edition.

PART 2 PRODUCTS

2.01 STORM SEWER PIPE AND CULVERT

- A. Storm sewer pipe with diameters greater than 10" may use any of the pipe materials below unless specifically identified on the plan.
- B. Polyvinyl Chloride (PVC) pipe conforming to ASTM D3034. Pipes over 15" in diameter shall meet the requirements of ASTM F679. Do not mix different manufacturer's products or fittings.
- C. Corrugated Wall High-density Polyethylene (HDPE) pipe with diameters 12"-36", shall meet the requirements of ASTM F2306, AASHTO M-294, Type S. Joints for fittings and pipe shall be soil-tight bell and spigot, provided with rubber gasket. Rubber gasket shall be installed by the pipe manufacturer.
- D. Perforated underdrain storm sewer pipe with diameters less than 10" may High-density Polyethylene (HDPE) pipe conforming to AASHTO M252, type CP. Underdrain shall be wrapped with a geotextile fabric of knitted, woven, or non-woven fibers of polyester, polypropylene, stabilized nylon, polyethylene, or polyvinylidene chloride. Do not use slit film woven fabrics. Fabric shall have a minimum grab tensile strength of 35 lb (ASTM D-46320), an apparent opening size No. 30-200 (ASTM D-4751), and a minimum permittivity of 1.35 s⁻¹.

2.02 PIPE BEDDING

- A. Pipe bedding shall conform to Section 31 20 00 Earthmoving, 2.1.D Stone Bedding.
- B. Use bedding material of 3/8" crushed stone chips with the following gradation:

| <u>Sieve Size</u> | <u>Percent Passing</u> |
|-------------------|------------------------|
| 1/2-inch | 100% |
| 3/8-inch | 90-100% |
| No. 8 | 0-15% |
| No. 30 | 0-3% |

2.03 CONNECTIONS

- A. Connections between pipes shall be made by using fittings furnished by the manufacturer of the pipe and designed specifically for that purpose.

2.04 PIPE INSULATION

- A. Rigid closed-cell extruded polystyrene insulation suitable for buried insulation.
- B. Insulation shall have a minimum thickness and width as detailed in construction documents.
- C. Insulation shall be installed as detailed in construction documents and in location shown on construction documents.

2.05 CONCRETE MANHOLE CASTINGS AND GRATES

- A. Neenah Foundry Casting and Grates or approved equivalent shall be provided as specified in the construction documents for all concrete catch basins, manholes, and inlet structures.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install storm sewer pipe in accordance with the Standard Specifications for Highway and Structure Construction, 2003 Edition subsection 607.3 and supplemented as follows:
- B. Trench width shall be in accordance with ASTM Designation D2321 for the standard practice for Underground Installation of Flexible Thermoplastic Sewer Pipe. Minimum width of trench shall be not less than the greater of either the pipe outside diameter plus 16 inches or the pipe outside diameter times 1.25 plus 12 inches.
- C. Joints for storm sewer pipe shall be sealed to 10 psi.
- D. Install perforated under drain in accordance with Section 612 of the Standard Specifications for Highway and Structure Construction.

3.02 STORM SEWER OUTFALL

- A. Construct storm sewer outfall in accordance with Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2003 Edition.

3.03 CLEANING CULVERTS AND STORM PIPES

- A. CONTRACTOR shall remove all silt and debris accumulated in the culverts and storm sewer pipe, including pipe, inlets and outlets of the system. This work shall be performed after the completion of paving and after all turf areas have an established sufficient growth of grass to prevent sediment runoff.

3.04 SEPARATION FROM WATER MAIN

- A. Storm sewer mains shall be placed at least 8 feet horizontally (center to center) from any existing or proposed water main. If, due to ledge rock conditions or physical barriers, the Project Manager determines that the 8-foot horizontal separation cannot be maintained, the horizontal separation may be reduced to a minimum of 3 feet if the bottom of the water main is at least 18 inches above the top of the sewer.
- B. When storm sewer mains cross under water mains, provide a minimum separation of 12 inches from the bottom of the water main to the top of the sewer. When storm sewer mains cross over water mains, provide a minimum of 18 inches from the bottom of the sewer to the top of the water main.
- C. If an existing water main is encountered while laying the storm sewer and it is impossible to obtain the proper vertical separation, immediately inform the ARCHITECT and reconstruct the water main for a minimum distance of 8 feet on either side of the storm sewer to permit centering one full length of water main over the storm sewer.

3.05 TRACER WIRE

- A. 18 gauge wire with 0.015 inch thick vinyl insulation, insulation color green.
- B. Moisture, oil and gasoline resistant.
- C. Splices either solder or brass clamp wrapped with electrical tape or shrink-wrapped.
- D. Exterior access locations shall include a means of protecting the tracer wire.
- E. Install warning wire along the length of all non-metallic pipes.
- F. Tracer wire shall be located directly above and within 6 inches of the non-metallic pipe.

3.06 AS BUILT PLAN

- A. Contractor shall provide an "As Built" plan with all measurements to the nearest 0.01 foot at no cost to the OWNER or ARCHITECT.

3.07 FIELD QUALITY CONTROL

- A. Testing and Inspection:

1. Tracer Wire Conductivity:
 - a. After completion of non-metallic sewer construction, the Contractor shall furnish a locator and using a low voltage circuit, test the entire trace wire system in the presence of the OWNER.
 - b. The test shall consist of a continuous above ground trace of the non-metallic sewer system; areas failing the location test shall be corrected at no additional cost to the Owner.

END OF SECTION

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