

Housing Authority Of St. James Parish

Main Office Renovations and Additions



Didier Architecture: Derryl Didier, Architect & Associates, LLC

09/18/2026	25-122

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DIVISION 0 - BID REQUIREMENTS

SECTION 00 03 00 – INVITATION FOR BIDS

PART 1 - GENERAL

- 1.01 Bids will be received by the Housing Authority of St. James Parish via DemandStar until 2:00 PM local time on Oct. 29, 2026 for the following project:

**Housing Authority of St. James Parish
Main Office Renovations and Additions**

- 1.02 A Pre-Bid Conference will be held in person on site Oct. 15, 2026 at 10:00am local time for the above referenced project.
- 1.03 Bids will be downloaded and read aloud at the above stated time virtually through Google Meet – a link will be distributed through the DemandStar portal for the above referenced project.
- 1.04 Digital copies of complete bid documents will be issued to all bidders at no charge via DemandStar.
- 1.05 Hard copies of complete bid documents may be obtained from:

Didier Architecture, LLC
17531 Old Jefferson Hwy., Suite C
Prairieville, Louisiana
225-744-0008

by General Contractors upon deposit of \$200.00 for each set of documents. Deposit on the first two sets are fully refundable to bona fide Prime Bidders (i.e., those who have submitted a qualified bid) upon return of documents, complete and in good condition, no later than 10 days after bid date. Fifty percent of the deposit on all other sets of documents will be refunded upon return of documents as stated above.

- 1.06 All bids over \$100,000 must be accompanied by bid security equal to 5% of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check, or Bid Bond Form written by a company licensed to do business in Louisiana, countersigned by a person who is under Contract with the surety company or bond issuer as a licensed agent in this state and who is residing in this state. Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies and that it is listed thereon as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument. No Bid Bond indicating an obligation of less than 5% by any method is acceptable. Checks or bonds are to be payable to the Housing Authority of St. James Parish.
- 1.07 The successful Bidder shall be required to furnish a Performance Bond and a Payment Bond written by a company licensed to do business in Louisiana, each in an amount equal to 100% of the Contract sum, and who is currently on the U.S. Department of the Treasury Financial Management Service List and complies with R.S. 38:2219. The bond shall not be accepted if written for an amount exceeding the amount listed in the Treasury Financial Management Service List. The bond shall be countersigned by a person who is under contract with the surety company or bond issuer as an agent of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State. The agents name, address and telephone number must be listed on the face of the bonds.

- 1.08 Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification of **"Building Construction"**. No bid may be withdrawn for a period of 45 days after receipt of bids without the consent of the Housing Authority of St. James Parish.
- 1.09 Attention is called to the provisions for equal employment opportunity as set forth in the specifications.
- 1.10 The Housing Authority of St. James Parish reserves the right to reject any or all bids or to waive any informalities in the bidding.

Owner Point of Contact: Housing Authority of St. James Parish – Dana Groover – 225-869-3278

END OF SECTION 00 03 00

INVITATION FOR BIDS (IFB) No. 25-122 SJPHA Main Office Renovations and Additions

INTRODUCTION

The Housing Authority of the Parish of St. James (hereinafter, “SJPH or Agency”) is a public entity that was formed in 1965 to provide federally subsidized housing and housing assistance to low-income families, within the Parish of St. James, Louisiana. The SJPHA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the SJPHA’s procurement policy. Though brought into existence by a Resolution of the Police Juror, it is a separate entity from the St. James Parish Government.

Currently, the SJPHA owns and/or manages: (a) 6 multi-family apartment complexes totaling 316 units; that include 2 Project Based Rental Assistance complexes, totaling 64 units; with 4 designated as Public Housing (low rent)(The SJPHA currently has approximately 15 employees.

In keeping with its mandate to provide efficient and effective services, the SJPHA is now soliciting proposals from qualified, licensed, and insured entities to provide the noted services to the SJPHA as included in the scope of work in this document. All bids/quotes submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table 2]

DIDIER ARCHITECTURE CONTACT	Derryl Didier Email: derryl@didierarch.com	Matthew Landry Email: matthew@didierarch.com
ST. JAMES HOUSING AUTHORITY CONTACT	Dana S. Groover, Executive Director Email: dgroover@stjameshousing.com	
HOW TO OBTAIN THE IFB DOCUMENTS	See previous IFB for details.	
PRE-SUBMISSION CONFERENCE	See previous IFB for details.	
QUESTION SUBMITTAL DEADLINE	See previous IFB for details.	
BID SUBMITTAL RETURN & DEADLINE	See previous IFB for details.	

INVITATION FOR BIDS (IFB) No. 25-122 SJPHA Main Office Renovations and Additions

- 1.0 THE SJPHA'S RESERVATION OF RIGHTS.** The SJPHA reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the SJPHA to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB. Right, to award by individual service, group of services, or as a total, whichever is deemed most advantageous to SJPHA.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days' written notice to the Contractors.
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all Bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the SJPHA's Executive Director (ED), who serves as the Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 Right to Reject Any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** The agency have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the SJPHA that he/she feels needs to be addressed. Failure to abide by this period shall relieve the SJPHA, but not the prospective proposer, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** By submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on any noted software. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the noted Internet-based software to obtain the documents. The SJPHA will reject without consideration any response submitted from a firm that has not obtained the documents from the noted Internet-based software.

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)13. INSPECTION OF SITE

Before submitting his proposal, bidder must inspect the existing conditions at the site of the proposed construction and become fully informed as to the facilities, difficulties and restrictions pertaining to the execution of the work. No additional compensation will be granted for work on items omitted from his proposal due to failure to inform himself of the conditions affecting the performance of the work included in the contract that are necessary to carry out and satisfactorily complete the work included herein.

14. ADDENDA

Addenda will be e-mailed or delivered to all who are known by the Architect to have received a complete set of Bidding Documents.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If it is necessary to issue an addendum within the seventy-two (72) hour period prior to receipt of bids, the opening of such bids shall be extended exactly one week, without the requirement of readvertising.

Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt on the Proposal Form.

15. SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

No substitution will be considered unless written request for approval has been submitted by the proposer and has been received by the Architect (derryl@didierarch.com, matthew@didierarch.com) at least ten (10) days prior to the day for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

If the Architect approves any proposed substitution, such approval will be set forth in an Addendum. Bidder shall not rely upon approvals made in any other manner.

16. LEAD BASED PAINT

No paint product containing lead shall be used on this project. No building material pre-finished using lead based paint shall be incorporated into the work of this project.

17. ASBESTOS

No asbestos containing building material shall be incorporated into the work of this project. Existing site and improvements have already been abated to remove asbestos.

18. U.S. TREASURY LIST FOR SURETY

Surety must be licensed to do business in Louisiana and must be listed in U.S. Treasury Circular No. 570 as a government approved surety.

19. GENERAL CONTRACTOR

Wherever the term General Contractor is used herein, the reference for this project is to the prime contractor. For this project, the prime contractor is **"Building Construction"**. This Contractor must be licensed to perform work in the State of Louisiana as stated in the Advertisement for Bids.

20. BID DOCUMENTS

The bid documents include the following:

- a) Specifications; Bidding Requirements through Division 32, dated Sept. 18, 2026.
- b) Drawings: dated Sept. 18, 2026 as enumerated on Sheet G100 of the set of Documents.
- c) Addenda issued during the bid period and acknowledged in the Bid Form.

21. PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish and pay for a performance and a payment bond written by a company licensed to do business in Louisiana, each in an amount equal to 100% of the Contract Sum.

The Bidder shall deliver the required bonds to the Owner simultaneous with the execution of the Contract.

The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

Form of Bond shall be as defined hereinafter in these specifications.

The name, address and telephone number of the Attorney-in-Fact and a copy of the license to do business in Louisiana shall be included with all bonds on this project.

END OF INSTRUCTIONS TO BIDDERS



St. James Parish Housing Authority has partnered with DemandStar an online marketplace connecting local governments with an extensive network of suppliers across the nation. DemandStar is open and accessible to all businesses. DemandStar gives you instant access to RFPs, bids, quotes, and other opportunities with St. James Parish Housing Authority.

By registering for a complimentary account with DemandStar, you get Instant Access to bids for St. James Parish Housing Authority. Your free DemandStar account provides:

- **Instant** access to all bid and quotes for St. James Parish Housing Authority
- **Automatic** notifications from St. James Parish Housing Authority - right to your inbox
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place.

It's EASY! Get started with 3 easy steps!

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Go to
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Get started for free!

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This will be your username for logging in to DemandStar

Company Name

Create your DemandStar account

By creating an account, you agree to DemandStar's Terms of Use and Privacy Policy.



Step
1

CHOOSE YOUR FREE AGENCY

Type "Housing Authority of St. James Parish" in the Search Box and check the bubble next to the name, then hit Next

1 of 3: Choose your free agency

A great way to find out about new opportunities on DemandStar is to subscribe to a government agency. To get started, please choose your first (free!) agency. You'll have a chance to sign up for more in just a moment.

Selected free agency: **Park District of Highland Park**

Search by Agency Name
Park District of

State
Select...

County
Select...

[Reset Search](#)

- ☒ Park District of Highland Park
- ☐ Park District of Forest Park
- ☐ Park District of Oak Park
- ☐ Park District of Franklin Park

Showing 1-4 of 4

[Skip Agency Selection](#)

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Step
2

CHOOSE MORE NOTIFICATIONS

Click "Next" to proceed with a free account to receive notifications solely for St. James Parish Housing Authority. Or, if you'd like to get notifications when other governments near you post a relevant solicitation, you can select any combination of our county, state or national plans on this page.

2 of 3: Choose Subscriptions

Now that you've chosen Park District of Highland Park as your free agency, add more counties to grow your network of potential clients.

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State
Illinois

Choose your counties in Illinois

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Search for Counties

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☐ Douglas County	View 1 Agency	\$35/year
☐ DuPage County	View 17 Agencies	\$40/year
☐ Effingham County	View 1 Agency	\$25/year
☐ Jackson County	View 1 Agency	\$25/year
☐ Kane County	View 10 Agencies	\$25/year
☐ Kane County	View 1 Agency	\$25/year
☐ Kane County	View 1 Agency	\$25/year
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3 of 3: Complete your profile

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INVITATION FOR BIDS (IFB) No. 25-122 HAO SJP Main Office Renovations & Additions

FORM OF BID - Cover Sheet & Disclosure Form

(This Form must be fully completed and submitted along with your Bid.)

(1) **Instructions.** Unless otherwise specifically required, the items listed below must be completed and included within the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete the following Statement's herein:

[Table No. 1]

(1) "X" = Item Included	(2) Tab No.	(3) Bid Submittal Item (One original signature copy of each document)
	1	Form of Bid (Cover Sheet)
	2	form HUD-5369-A
	3	Bid Bond or Cashier's Check
	4	Louisiana Uniform Public Work Bid Form

(2) **Debarred Statement.** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Ohio, or any local government agency within or without the State of Ohio? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(3) **Disclosure Statement.** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(4) **Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not complete award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(5) **In compliance with La.R.S 37:2150-2163 Code of Louisiana**, the undersigned hereby attests that the owner of the firm Is ☐ Is Not ☐ a resident of the State of Louisiana, and his/her current State of Louisiana License Number is: _____.

Failure to complete this Section shall, pursuant to the aforementioned law listed within this Section, cause the Agency to deem that firm non-responsive and to not be considered for award.

(6) **Build America, Buy America (BABA) Act Requirements.** As detailed within Section 2.2.3 of the IFB 1.0 Document issued, by executing this form the bidder thereby agrees that by receipt of a contract award, it shall be the responsibility of the successful bidder to agree, certify, and eventually show proof that the work and products provided and installed by the contractor are in full compliance with the requirements of the noted Act. More information can be obtained at the following link: <https://www.hud.gov/baba>.

(7) **Non-Collusive Affidavit.** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed,

INVITATION FOR BIDS (IFB) No. 25-122 HAO SJP Main Office Renovations & Additions

FORM OF BID - Cover Sheet & Disclosure Form

(This Form must be fully completed and submitted along with your Bid.)

directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said bid are true.

(8) Bidder's Statement. The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, and by entering and submitting the costs, where provided on the Louisiana Uniform Public Work Bid Form, the undersigned bidder thereby agrees to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on Demand Star, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned agrees to supply the Agency with the services described herein for the fee(s) entered on the Louisiana Uniform Public Work Bid Form pertaining to this IFB.

Signature

Date

Printed Name

Name of Company _____

BID REQUIREMENT DOCUMENTS

The following list of documents are required:

Documents to be turned in with the Bid (To be submitted to specified location as noted in Bid Documents):

- Bid Form
- HUD 5369-A Representations, Certifications, and Other Statements of Bidders
- Bid Bond or Cashier's Check

Documents required 10 Days after Bid (To be submitted to Architect):

- Section 3 Certification Form
- Profile of Firm Form
- Previous Participation Certificate
- Certificates of Insurance for General Liability, Auto, and Workman's Compensation.
- Performance Bond
- Payment Bond

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Housing Authority of St. James Parish
2627 N. King Ave.
Lutcher, Louisiana 70071

(Owner to provide name and address of owner)

BID FOR: Housing Authority of St. James Parish
Main Office Renovations and Additions
Lutcher, Louisiana 70071

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Didier Architecture, LLC, 17531 Old Jefferson, Suite C, Prairieville, Louisiana 70769 and dated: Sept. 18, 2026.

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____ .

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 () for the lump sum of:

N/A _____ Dollars (\$ _____)

Alternate No. 2 () for the lump sum of:

N/A _____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A _____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid, for bids over \$100,000.

**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.

(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)

St. James Parish Housing Authority --Section 3 Business Preference Explanation

Be aware that the Agency previously conducted IFB's that required bidders and contractors to comply with the requirements of 24 CFR §135, *Economic Opportunities for Low- and Very Low-Income Persons* (a.k.a., Section 3).

However, in 2020, the U.S. Department of Housing and Urban Development (HUD) discontinued these former requirements and implemented the requirements of 24 CFR §5, 14, 75, 91, 92, 93, 135, 266, 570, 574, 576, 578, 905, 964, 983, and 1000, entitled *Enhancing and Streamlining the implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses*.

Accordingly, these new Section 3 regulations do not provide for a firm proposing to provide services to a housing agency to immediately submit any information pertaining to Section 3, including the new regulations do not provide for the granting of any preferences to Section 3 firms submitting bids. The Agency will advise all firms if these requirements change.

NOTE: Please see attached to this IFB, Section 3 Contract Information, which the successful bidder will be required to execute and abide by.

This is a Section 3 Covered Project per HUD's guidelines in 24 CFR 75. This requirement and all applicable clauses is included in the proposed contract and Forms HUD-5370, HUD-5370C, and HUF-5370-EZ. Monthly reporting is now a REQUIREMENT for all General Contractors and is a condition that failure to comply is considered a material breach of the contract terms.

Training and guidance will be provided by the St. James Parish Housing Authority in order to assist in the Prime Contractor with the required data collection and documentation to support success of this requirement.



The Housing Authority of the Parish of St. James (SJPHA) P.O. Box Blox 280 – 2627 N. King Avenue
Lutcher, Louisiana - O: (225) 869-3278

SECTION 3 POLICY, PROCEDURES AND COMPLIANCE FORMS WITH INSTRUCTIONS

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the “Hours Worked Benchmarks” as called for in the 24 CFR Part 75 regulation. Every contractor and sub-contractor (with the exception of professional services) are required to work toward meeting the prescribed benchmarks as indicated on the bottom of page 6 of this packet. There are no specific hiring or contracting goals under this new rule.

Most importantly, the rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work as would be charged. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire, respectively. HUD is expected to issue continued guidance on the new rule in the future so these documents may change in accordance with the rule.

If you should have any questions on this packet, please contact:

Dana Groover, Executive Director

Governing Parts of the Section 3 Final Rule to this Recipient

Subpart A—General Provisions

- § 75.1 Purpose
- § 75.3 Applicability
- § 75.5 Definitions

Subpart B—Additional Provisions for Public Housing Financial Assistance

75.9 Requirements.

75.11 Targeted Section 3 worker for public housing financial assistance. 75.13 Section 3 safe harbor.

75.15 Reporting.

75.17 Contract provisions.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping and Compliance

75.29 Multiple funding sources. 75.31 Recordkeeping

75.33 Compliance

SECTION 3 REQUIREMENTS

Applicable to all contracts and agreements regardless of the dollar amount or contract duration

Background - Section 3 of the Housing and Urban Development Act of 1968 (Public Law 90-448, approved August 1, 1968) (Section 3) was enacted to bring economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, to low- and very low-income persons residing in communities where the financial assistance is expended. Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low- and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities. By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

The Section 3 statute establishes priorities for employment and contracting for public housing programs and for other programs that provide housing and community development assistance. For example, the prioritization as it relates to public housing assistance places an emphasis on public housing residents, in contrast to the prioritization as it relates to housing and community development assistance, which places more emphasis on residents of the neighborhood or service area in which the investment is being made.

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Any Louisiana law whose language may cause or create a conflict with the requirements of Section 3 to certify that a person hired is actually Section 3, what category of Section 3 they are, or are not Section 3 at all. The Benchmarks be very difficult, if not impossible, to attain if the prior salary information is not available in all cases. Certainly, a more unreasonable burden will be placed upon this HUD funds recipient as a direct result of this state law. So, to the extent where it is deemed unlawful for the St. James Housing Authority or its contractors to qualify a person for employment, training, or contracting because their prior employment salary history cannot be learned or considered for certification, the overall agency compliance will be less than prescribed by the HUD benchmarks. Only if the new employees' new annualized income meets the 80% low-income threshold for being considered Section 3, will any compliance be requested of new hires, trainees, or contractors.

ENROLLED, An Act, Relating to wages; to prohibit an employer from paying any of its employees at wage rates less than those paid to employees of another sex or race for equal work unless a wage differential is based upon one or more specified factors.

(b) An employer shall not refuse to interview, hire, promote, or employ an applicant for employment, or retaliate against an applicant for employment because the applicant does not provide wage history. Wage history means the wages paid to an applicant for employment by the applicant's current or former employer.

For all advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form (with no income limit area) with the bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary and at the respondents' discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined. This act shall be known as the Clarke-Figures Equal Pay Act, there will be an area for contractors to confirm they meet any HUD income limit for Section 3 business owners for persons working for Section 3 business owners. So again, meeting the Section 3 Business Concern definition will be difficult to impossible, though we still encourage contractors to recruit, train, and hire as many DHAL residents and voucher holders as possible. At a minimum, contractors should provide notice to the Section 3 coordinator so some outreach can be executed for any created or available employment opportunities.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24CFR Part 75.9 (b)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority will carry this wording: "This opportunity is covered under Section 3 of the HUD Act of 1968"

For all resident training offered by the authority and its contractors, the staff will include the Section 3 Individual Low-Income Person Self Certification form with the training notice or, upon the first day of training (virtually and paper), allowing each prospective trainee to identify themselves accordingly as public housing or Section 8. The completion of the form will NOT be voluntary as the prospective trainees will be allowed to attend based on their prioritization in the 24CFR Part 75.9(a)(2).

If the training is being paid for with HUD Public Housing financial assistance, the training will be limited to authority residents and potentially voucher holders only.

All advertisements for training with the authority will carry this wording: "This opportunity is covered under Section 3 of the HUD Act of 1968."

§ 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms HUD, Public housing, Public Housing Agency (PHA), and are defined in 24 CFR part 5. The also apply to this part: 1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

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.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers; or
 - (iii) 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.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Public housing project

Section 3 project means a project defined in § 75.3(a)(2).

- (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 Youth Build participant.

Section 3 worker means:

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 Youth Build 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.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service Area or the Neighborhood of the project This definition

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Sub-recipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in § 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

Youth Build programs refers to Youth Build programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

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§ 75.9 Requirements - (a) Employment and Training.

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

- (i) To residents of the public housing projects for which the public housing financial assistance is expended;
- (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- (iii) To participants in Youth Build programs; and
- (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) Contracting. (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

- (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
- (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
- (iii) To Youth Build programs; and
- (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for Public Housing Financial Assistance.

(a) Targeted Section 3 worker. A Targeted Section 3 worker for public housing financial assistance 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 Youth Build participant.

§ 75.13 Section 3 Safe Harbor. *(See Benchmarks at the bottom of page 10)*

(a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in § 75.9; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

§ 75.15 Reporting. *(See Benchmarks at the bottom of page 10)*

(a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) 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.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the 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.

(b) Additional reporting if Section 3 benchmarks are not met.

If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

- (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, childcare).
- (7) Provided assistance 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.

§ 75.15 Continued - (b) Additional reporting if Section 3 benchmarks are not met.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) Reporting frequency. Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) Reporting by Small PHAs. Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

§ 75.29 Multiple Funding Sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

[Continues Next Page](#)

§ 75.31 Recordkeeping.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

- (A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (C) An employer's certification that the worker is employed by a Section 3 business concern; or
- (D) A worker's certification that the worker is a Youth Build participant.

Benchmarks - For Section 3 projects, the proposed benchmark notification set the same benchmarks but with regards to the project itself rather than the recipient's fiscal year. The proposed benchmark notification provided that recipients would meet the safe harbor in the new § 75.13 by certifying to the prioritization of effort in the new § 75.9 and meeting or exceeding Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers. The benchmark for Section 3 workers was set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers was set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. **Simply stated, the contract needs to meet these two benchmarks in order to be in compliance.**

Section 3 Workers Labor Hours = 25%
Total Labor Hours for the Project

Section 3 Targeted Workers Labor Hours = 5%
Total Labor Hours for the Project

SECTION 3 BUSINESS SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

Section 3 Business Category	Additional Required Data	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business

Signature:		Date Signed:
Print Name:	Title:	
Company Name:		Signers Email:
Address		
Telephone Number		
Type of Business: (Check One): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other		

SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individuals current year income annualized for the year you are being confirmed as low-income.

Printed Name: _____

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

Phone #: _____ Email: _____

To qualify as a Section 3 Person, you must meet one of the standards on the left side box and your income does not exceed the number in the right side box below.

Check only one line below that describes your housing situation:

____ I am a Public Housing Resident or Section 8 Assists me with my rent, or I am a current Youth Build participant

____ I receive No HUD support, but I am low-income and live in the City of Lutchter, _____ County including a 10 mile overlap into _____ County

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature

Date

ST. JAMES HOUSING AUTHORITY SECTION 3 HOURS WORKED REPORTING FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by your company on the _____ contract including those meeting the Section 3 income requirements as low- or very low-income. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individuals current year income annualized for the year you are confirming they are low-income. If your company employs any person, you believe is low income now or was when they were hired within the past five years, please have them complete the "SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it to the GC immediately. Please keep in mind the objective and the HUD benchmark requirements for this project are:

- 25% of the total labor hours worked by everyone employed under the project must be worked by Section 3 Workers (Defined as the low and very low-income people in your project service area)

And

- 5% of the total labor hours worked by everyone employed under the project must be worked by Targeted Section 3 Workers (Defined as Public Housing and Section 8 Assisted persons in your project service area)

Therefore, we are interested in identifying as many people Section 3 workers as possible that will allow us to count their hours toward the benchmarks. However, all hours worked by everyone on the project must be reported monthly to:

Dana Groover, Executive Director

Official Hours Worked for the Period of _____ 2025 - _____ 2026

Total Hours Worked by all Non-Section 3 staff _____

Total Hours Worked by All Section 3 staff Targeted and Non-Targeted _____

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

First Name	Last Name	Total Hours This Period Only
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section 3 Utilization Tracker: Business Labor Hours

U.S. Department of Housing and Urban Development
Office of Field Policy and Management

OMB 2501-0040
Expiration 04-30-2029 HUD
Form 4737

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient’s compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

FORM A: Business Labor Hours Tracking

Tracking of labor hours occurs throughout the project and is reported no later than the conclusion of the work for the identified business. This form is completed in conjunction with Form B for Section 3 Workers and Section 3 Targeted Workers labor hours. An alternative to this 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.

EXAMPLE	Business Name	Non-Section 3 Business	Section 3 Business (must be verified by recipient/subrecipient before contract is executed)	Total number of Section 3 worker or Section 3 business labor hours worked	Total targeted Section 3 worker labor hours. (Of the total Section 3 worker labor hours reported list total labor hours from Targeted Section 3 workers)	Total number of labor hours worked from non-Section 3 and Section 3 workers/Section 3 businesses	Section 3 Benchmark non-Section 3 businesses calculate column E divided by column G
A. Construction (HCD programs) or Capital Expenses (PHAs) <i>(Enter labor hours for all construction contracts or subcontracts in the project. Note Section 3 requirements do not apply to material supply contracts.)</i>						All Section 3 businesses report total in column E	All Section 3 business shall record 100% of total labor hours
	Optimus General Contractor	x		50	25	500	10.0%
	123 Excavation	x		19		40	47.5%
	XYZ Concrete		x	120	20	120	100.0%
	76 Framers		x	80		80	100.0%
B. Construction subtotal (Add all amounts in column E to display a subtotal for column E; Add all amounts in column G to display subtotal of all labor hours in column G)				269		740	36.4%
C. Professional Services/Recipients Professional Service/recipients Section 3 worker labor hours are only added to the total in column E <i>(Optional reporting, but is encouraged if it is Section 3 Business or Section 3 worker)</i>							
	Vision Land Surveying		x	10			100.0%
	1+2 Engineering	x					
	Accrued Accountants	x		20			100.0%
	City of Entitlement CDBG	x					
	Helpful NGO Subrecipients LLC.	x		10			100.0%
D. Professional Services/Recipient Subtotal (Add all professional service/recipient hours reported in column E to display a subtotal for column E. This subtotal amount is added to the cumulative hours total in column E)				40			
E. Cumulative Project Labor Hours				309		740	41.8%
F. Benechmark met.							

Section 3
Utilization
Tracker: Section 3
Labor Hours

U.S. Department of Housing and
Urban Development
Office of Field Policy and
Management

Expiration 04-30-2025

OMB 2501-0040
HUD
Form 4737A

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1961, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

FORM B: Section 3 Labor Hours Tracking

(Reporting for each Section 3 worker can occur throughout the project and as directed by the HUD recipient for the identified business(es). An alternative to this 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.

Name of Business contracted on (Name of Project)	Identification of Section 3 Worker	Identification of Targeted Section 3 Worker	Date of hire or first reporting period	Total labor hours worked on a project per Section 3 Worker (Tracking of hours can be completed in a separate wage reporting system)
EXAMPLE				
	List or identify all Section 3 Workers for each contracted business. Documentation of a Section 3 Worker is completed outside of this form.	Indicate, by marking with an "X" if the worker has been identified as a Targeted Section 3 Worker. Documentation of a Targeted Section 3 Worker is completed outside of this form.	Enter either the date of hire or the date of the first reporting period after hire for each worker.	Enter number of hours worked by the individual employee over the duration of project.
Business Name	Section 3 Worker Name			
Optimus General Contractor				
	Employee name 1	x	5/16/2021	10
	Employee name 2			
	Employee name 3			
123 Excavation				
	Employee name 4			
XYZ Concrete				
	Employee name 5	x		
76 Framers				
	Employee name 6			
	Employee name 7	x		
AB Drywall				
Cumulative Project Labor Hours				

PROFILE OF FIRM FORM

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

(1) PRIME CONTRACTOR _____ SUB-CONTRACTOR _____ (This form must be completed by and for each).

(2) Name of Firm: _____

Telephone: _____ Fax: _____

Mobile: (if applicable) _____ Email: _____

Email: _____

(3) Street Address: _____

City: _____ State: _____ Zip: _____

(4) Please attach a brief biography/resume of the company, including the following information:
(a) Year Firm Established; (b) Year Firm Established in Alabama; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on projects:

NAME	TITLE

PROFILE OF FIRM FORM

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

- (7) Proposer Diversity Statement: You must check all the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) _____%	☐ Public-Held Corporation _____%	☐ Government Agency _____%	☐ Non-Profit Organization _____%
---	---	---	---

Resident - (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

☐ Resident- Owned _____%	☐ African American _____%	☐ Native American _____%	☐ Hispanic American _____%	☐ Asian/Pacific American _____%	☐ Asian/Indian American _____%
☐ Woman-Owned (MBE) _____%	☐ Woman-Owned (Caucasian) _____%	☐ Disabled Veteran _____%	☐ Other (Specify) _____%		

WMBE Certification Number (if applicable) _____

Certified by: _____
(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

(8) Federal Tax ID No. _____

(9) DUNNS No. _____

(10) **Louisiana Business License Information:**

- General Contractor's License No. (if applicable) _____
- City of Lusher Business License No. _____

(11) State of _____ License Type and No.: _____

- City of _____ License Type and No.: _____

(12) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(13) Worker's Compensation Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(14) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

Print Name _____ Signature: _____

Company _____ Date

Contract Form between the Housing Authority of the Parish of St. James
and General Contractor

INTRODUCTION

This contract by and between the **Housing Authority of the Parish of St. James** (hereinafter "the Agency"), and _____, (hereinafter "the Contractor") is hereby entered into this _____ day of _____, 2026.

Services pursuant to this contract shall begin on the _____ day of _____, 2026, and shall end on the _____ day of _____, 2027, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions.

- 1.1 **Executive Director (ED).** The Agency ED.
- 1.2 **Contracting Officer (CO).** The Agency Contracting Officer, typically the Agency Executive Director, but may be another person delegated such authority by the ED.
- 1.3 **Housing Authority.** Any reference herein or within any Appendix to the "Housing Authority" or the "HA" shall be interpreted to mean the same as the Agency.
- 1.4 **Invitation for Bid (IFB).** A competitive solicitation process conducted by the Agency wherein the award was completed to the responsive and responsible bidder(s) that submitted the lowest cost.

2.0 Services and Payment

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein and within the IFB, IFB attachments, DIDIER Architecture project manual, construction documents, and drawings. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities. In addition, the Agency shall retain the right to implement and/or enforce any item issued as a part of IFB No. 24-113(8).
- 2.2 **Provisions of any and all Work.** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Change Order from the authorized Agency representative. Change Orders must be approved in writing and will be documented using the standard AIA Document G701 - 2017 and forwarded to the Architect for review, signature and recommendation to Owner. Additional work will not be approved without written documentation under any circumstances during the scope of this contract period of performance.

2.3 Cost/Value of Services.

- 2.3.1 **Contract Value.** The current total Not-To-Exceed (NTE) value of this contract is:

\$ _____

- 2.3.1.1 The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. Further, the Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interests.

- 2.4 **Renewal Options.** This contract shall terminate when the work described in the IFB is completed, accepted, and paid for by the Agency. There will be no option to renew.

THE HOUSING AUTHORITY OF THE PARISH OF ST. JAMES, LA

Contract Form between the Housing Authority of the Parish of St. James and General Contractor

2.5 **Time Performance.** The Period of performance for this contract is 304 days from the issuance date of the executed Notice to Proceed (NTP).

2.6 **Billing Method.**

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed AIA Application and Certificate for Payment signed and notarized with all required supporting documentation to the Architect's Office for review and certification. Once certified the Architect will forward to the Agency for processing and payment. for work previously performed to:

St. James Parish Housing Authority
Attention: Dana Groover, Executive
Director 2627 N. King Avenue
Lutcher, LA 70071

2.6.2 The Agency will endeavor to pay properly completed pay application received on a Net/30 basis. Any pay application received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

2.6.3 Pay application processing will be delayed and documented via email to the Contractor when required weekly certified payroll reports and not up to date and/or required Section 3 quarterly reports are delinquent. Once documents are received and cured, payment will be released and placed in line for payment during Agency's next payables check run.

3.0 **Agency's Obligations.** Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and shall be responsible for ensuring compliance with all provisions as set forth in the IFB, agency policy, state requirements and regulations as well as FEMA's guidance and funding requirements.

4.0 **Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the work as outlined in the **plans and specifications to include verified addendums and written explanations or clarification documents as well as requirements issued by local code enforcement agency/officials:**

4.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor's personnel that are assigned to the Agency properties pursuant to this contract.

4.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State, and local laws, regulations, codes, and ordinances.

4.4 Sub-contractors to be used on this contract must be listed and provided prior to issuance of the NTP and are subject to the Contractor's requirements as issued to include compliance with comply with Davis Bacon posting(s) weekly certified payroll requirements, Section 3 reporting, and HUD's No Smoking policy while on PHA property.

Contract Form between the Housing Authority of the Parish of St. James and General Contractor

Insurance Requirements.

4.4.1 Indemnity. The complete indemnity requirements are detailed within Section 11.19 herein

Insurances. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.4.2.1 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000; and,

4.4.2.3 Automobile Liability Insurance. Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.

4.4.2.4 Worker's Compensation Insurance. Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.5 Certificates/Endorsements. The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

St. James Parish Housing Authority
Attention: Dana Groover, Executive Director
2627 N. King Avenue
P.O. Box 280
Lutcher, LA 70071

4.5 Licensing. The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 Financial Viability and Regulatory Compliance.

4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

4.6.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such an issue to the Agency in writing within 5 days of such notification received will constitute a material breach of this contract.

4.6.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of

more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to the Agency within the time periods required herein.

4.7 Confidentiality. The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into this Contract and agrees to be bound by all of its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

4.8 No Smoking on Agency Property. The Agency has implemented a No Smoking policy on all its properties. Accordingly, the Contractor shall ensure that its employees or other persons brought or allowed onsite by the Contractor shall not utilize any smoking materials on Agency property at any time.

5.0 Modification. This contract shall not be modified, revised, amended, or extended except by issuance of a written addendum, preferably executed by both parties, but the Agency shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right). The Agency acknowledges that such "unilateral addendum" must not be otherwise in conflict with the current requirements already stated within this contract, or any appendix attached thereto, or in conflict with any relevant regulation or law; in either case, if a unilateral addendum is issued in conflict with the current requirements of the contract, and the amended conditions are deemed necessary by the Agency, and if the amended conditions cause the Contractor to be required to provide additional services, the Agency will negotiate suitable additional compensation to the Contractor to compensate the Contractor for the additional work caused by the unilateral addendum issued.

6.0 Severability. The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws.

7.1 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

7.2 Jurisdiction of Law. The laws of the State of Louisiana shall govern the validity, construction, and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that St. James County, Louisiana, is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This contract may be signed by its counterparts.

8.0 Notices and Reports.

- 8.1 All notices and/or reports submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Agency:

St. James Parish Housing Authority
Attention: Dana Groover, Executive Director
2627 N. King Avenue
P.O. Box 280
Lutcher, LA 70071

or, if appropriate, e-mailed to dgroover@stjameshousing.com

- 8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be e-mailed to: _____

9.0 Disputed Billings (Charges).

- 9.1 **Procedures:** In addition to the procedures detailed within Clause No. 31 of Appendix No. 1, *General Conditions for Construction Contracts - Public Housing Programs*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (herein, "appropriate," as determined at the sole discretion of the Agency):

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Louisiana; or,

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of Louisiana; or,

9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Louisiana.

- 10.0 **2 CFR §200.327, Appendix II, Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this IFB will include the following clauses, whether actually inserted or by reference:

- 10.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each in as clear, and complete, a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:
- 10.1.1** If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 32 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts-Public Housing Programs*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 10.1.2** Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such a written warning may include placing the Contractor on probation, thereby **giving** the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 10.1.3** After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 10.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Supplemental Instructions to Bidders and Contractors* document.
- 10.2** Termination for Cause and Convenience. For all contracts in excess of \$10,000, as detailed within Clause No. 34 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts - Public Housing Programs*, attached hereto. In addition to the immediate foregoing, if the Agency terminates the Contractor for convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a "reasonable allowance for profit" for the remainder of the contracted period.
- 10.3 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 10.4 Davis-Bacon Act, as amended (40 U.S.C.3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by

Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States")**. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 10.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.
- 10.6 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 10.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts** and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10.8 Debarment and Suspension (Executive Orders 12549 and 12689)-A** contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors** that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10.10 §200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10.11 §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

10.11.1 Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

10.11.1.1 Procure or obtain;

10.11.1.2 Extend or renew a contract to procure or obtain; or

10.11.1.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

10.11.1.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

10.11.1.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

10.11.1.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10.11.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

10.11.3 See Public Law 115-232, section 889 for additional information.

10.11.4 See also § 200.471.

10.12 §200.322 Domestic preferences for Procurements.

10.12.1 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

10.12.2 For purposes of this section:

10.12.2.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

10.12.2.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.0 Additional Considerations.

11.1 Right of Joinder.

11.1.1 Any political subdivision within the State of Louisiana (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms, and conditions, of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

11.2 Non-Escalation. Unless otherwise specified within the IFB documents, the unit prices reflected in the contract shall remain firm with no provision for price increases during the term of the contract.

11.3 Funding Restrictions and Order Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

11.3.1 Funding is not available; or,

11.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

11.3.3 The Agency's requirements change in good faith after award of the contract.

11.4 Local, State, and/or Federal Permits. Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the Agency or the bidders at the time of the bid submittal deadline or the

award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.

- 11.5 Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Louisiana State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request to any contractor awarded.
- 11.6 Government Standards.** It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, State, and Federal law concerning safety (OSHA) and environmental control (EPA and County Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 11.7 Freight on Blii and Delivery.** All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the IFB documents or within the contract.
- 11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.8 Backorders.**
- 11.8.1** The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services and the estimated delivery date.
- 11.8.2** Unless otherwise stipulated in the contract, any order that will take more than 10 days after the originally agreed upon delivery date may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.
- 11.9 Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.10 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.11 Subcontractors.** Unless otherwise stated within the IFB documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.
- 11.12 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated within the IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State, and local

wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

- 11.13 Attorney's Fees.** In the event that litigation commences by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.14 Independent Contractor.** Unless otherwise stated within the IFB documents or the contract, the Contractor is an independent Contractor. Nothing herein shall create any association, Agency, partnership, or joint venture between the parties hereto and neither party shall have any authority to bind the other in any way.
- 11.15 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.16 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.17 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

11.18 Indemnification.

- 11.18.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the Louisiana "Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.
- 11.18.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 11.18.3** Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the

Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.

- 11.18.4** The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

11.19 Lobbying Certification. By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

- 11.19.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 11.19.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

- 11.19.3** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

11.20 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives, where applicable:

- 11.20.1** **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

- 11.20.2** **Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

- 11.20.3** **Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

- 11.20.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

- 11.20.5** Anti-Drug Abuse Act of **1988** (42 U.S.C. 11901 et. seq.).

- 11.20.6** HUD Information Bulletin 909-23 which is the following:

11.20.6.1 Notice of Assistance Regarding Patent and Copyright Infringement; and,
11.20.6.2 Clean Air and Water Certification (where applicable); and,
11.20.6.3 Energy Policy and Conversation Act (where applicable).

11.20.7 That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended, or ineligible Contractor.

11.20.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

11.20.9 The mention herein of any statute or Executive Order is not intended as an indication that such a statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such a statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such an insertion or correction upon the application of either part.

11.21 Build America, Buy America (BABA) Act Requirements. If pertinent (i.e. pertaining to non-PHA awards), by receipt of this contract award, it shall be the responsibility of the successful bidder to agree, certify, and eventually show proof that the work and products provided and installed by the contractor are in full compliance with the requirements of the noted Act. More information can be obtained at the following link: <https://www.hud.gov/baba>.

12.0 Section 3 Clause:

A. Authority, 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) and 24 CFR Part 75. 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. Contracting, Contract Certification and Compliance. 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. Specifically, contracts must be:

- (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.
- (2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts in the following order of priority:
 - a. To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
 - b. To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
 - c. To YouthBuild programs; and
 - d. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

C. Notice. 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. Subcontracts. The contractor agrees to include this **Section 3 Clause** in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this **Section 3 Clause** upon 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.

E. Employment and Training Opportunities. The contractor will certify that any vacant employment positions, including training positions, that are filled: after the contractor is selected but before the contract is executed, and 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.

Specifically, the contract shall be consistent with existing Federal, State, and local laws and regulations. PHAs or other recipients receiving public housing financial assistance, as well as their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers. These best efforts must apply to the Section 3 workers in the following order of priority:

- (1) To residents of the public housing projects for which the public housing financial assistance is expended;
- (2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- (3) To participants in YouthBuild programs; and
- (4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

F. 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.

12.1 Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- b) Affirmative steps must include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3)

- 4) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 5) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 6) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development agency of the Department of Commerce.

No.

13.1 Description

- form HUD-5370 (1/2014), *General Conditions for Construction Contracts-Public Housing Programs*
- I Supplemental conditions pertaining to form HUD-5370 (1/2014), *General Conditions for construction Contracts, for Public Housing Programs*
- 13.2** HUD-92554M *Supplementary Conditions of the Contract for Construction*
- 13.3** form HUD-255'4, *Supplementary Conditions of the Contract for Construction*
- 13.4** Form HUD-401
- 13.5** *armf_t.J_D-'I_2010 (311006) Equal Employment Opportunity Certification*
- 13.6** form HUD-51000 (1/2014). *Schedule of Amounts for Contract Payments*
- 13.7** form HUD-51001 (1/2014), *Periodic Estimate for Partial P1*
- 13.8** form HUD-51002 (1/2014). *Schedule of Change Orders*
- 13.9** form HUD 5J1003 (1/2014), *Schedule of Materials Stored*
- 13.10** form HUD-51004 (1/2014). *Summary of Materials Stored*
- 13.11** form HUD-5372 (1/20U), *Construction Progress Schedule*
- 13.12** *form WH-347*
form HUD-11 (8/2004), *Record of Employee Interview*
- 13.13** form HUD 50071 (01/14), *Certification of Payments to Influence Federal Transactions* (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
- 13.14** I Standard Form I.LL (Rev. 01/14), *Disclosure of Lobbying Activities* (NOTE: this form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2)
the the immediate identified form 50071.)
- 13.15** I Davis-Bacon Wage Decision no.
- 13.16** I Section 3 Policy-Procedures-Compliance Form
- 13.17** I E-Verify Form
- 13.18** I Notice to Proceed (to be issued separately)
- 13.19** I Scope of Work & related plans. specifications
- 13.19.1** I if applicable, Addendum #1 dated _____ by signed acknowledgement w/form of Bid
- 13.19.2** Other:
- 13.20** I Inclusion **by Reference**. Included by Reference is any document or clause issued as a part of JIFB No.25-120,25-121 or within the Contractor's bid submittal, that. The Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency (NOTE! This inclusion shall be the unilateral right of the Agency and not the Contractor). Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request from the Contractor.
- 13.21** I Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted attachments, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each attachment shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirements detailed within a higher listed item).

14.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

General Contractor

By: _____

Date: _____

The Housing Authority of the Parish of St. James:

1
,

By: _____

DRAFT

Date:

DRAFT

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner**US Department of Agriculture**
Farmers Home Administration

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

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

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

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
- a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
- b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
- c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
- d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
- e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
- f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
- g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. 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, 1014; 31 U.S.C. § 3729, 3802).

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

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

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

Part II- For HUD Internal Processing Only

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

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended. ☐ B. Name match in system	☐ C. Disclosure or Certification problem ☐ D. Other (attach memorandum)
Staff	Processing and Control		
Signature of authorized reviewer		Signature of authorized reviewer	Approved ☐ Yes ☐ No
			Date (mm/dd/yyyy)

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

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

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

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

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

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

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

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

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. 1/31/2027)

Applicability. This form is applicable to any
construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. 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 75. 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. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions 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.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

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

3. Architect's Duties, Responsibilities, and Authority

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

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** 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

of the work, and that it has investigated and satisfied itself

- (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

- (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 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 **Construction** 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

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

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction 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

- (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 1 year (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 300 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

accordance with the terms and conditions of the

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

retain ten (10) percent of the amount of progress

- (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 7 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

subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

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

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** 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 \$ 1,250 [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

- (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 \$ one million [Contracting Officer insert amount]

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

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

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

37. Subcontracts

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

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

(g) The Contractor/Seller 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/Seller 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/Seller is in noncompliance 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 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.

(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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 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.

(e) 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.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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 **Acts** 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

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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (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.

() 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.

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

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

OMB Approval No. 2502-0598
(Exp. 12/31/2027)

The public reporting burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. HUD collects this information to obtain supportive documentation that must be submitted to HUD for approval. HUD uses this information to ensure that viable projects are developed and maintained. This information is required to obtain benefits derived from the National Housing Act Multifamily Mortgage Insurance Programs. This information collected is authorized under Title II of the National Housing Act (12 USC 1701 et seq.) and the regulations at 24 CFR 200 et seq., and no confidentiality is assured.

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall 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 (40 U.S.C. 3141(2)(B)(ii)) 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 particular 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 on 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.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) 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 for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that 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.

(iv) 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.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. 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 on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, sponsor, applicant, or Owner, 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.

3. Payrolls, records, and certifications.

(i) 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 (40 U.S.C. 3141(2)(B)(ii))), 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 any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), 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.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, 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 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) 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 Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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, sponsor, applicant, or Owner, 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.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall 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, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (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 the Office of Apprenticeship, 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 above, 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 the 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall 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's 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 on 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 on 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 on 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. 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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) 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 Government contracts by virtue of Section 3(a) of the

Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (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 forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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, which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, at a rate determined and published by the U.S. Department of Labor for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph. The U.S. Department of Labor posts current civil money penalty rates at:
<https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>.

4. 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 U.S. 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 under any other Federal contract with the same prime contractor, or under 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 clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, age, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin.

D. 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 a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and 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.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction 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, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 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 shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible

opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

- 1.01** The Supplementary Conditions modify, change, delete from or add to the General Conditions for Construction Contracts, HUD Form 5370, dated 01/2014. Where any part of the General Conditions is unaltered by these supplements, the unaltered provisions shall remain in effect.
- 1.02** Articles, paragraphs, sub-paragraphs or clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

ARTICLE 28 - CONTRACT MODIFICATION

(Add the following subsection 28.d, 28.e, 28.f, 28.g, 28.h):

- 28.d** **CONCEALED CONDITIONS:** Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in the existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.
- 28.e** Any notices, demand requests, instructions, approvals, proposals, claims must be in writing.
- 28.f** Any notices to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract (or at such other office as he may from time to time designate in writing to the Housing Authority of St. James or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- 28.g** All papers required to be delivered to the Housing Authority of St. James Parish or Architect shall, unless otherwise specified in writing to the Contractor, be delivered to the Housing Authority of St. James Parish, 2627 N. King Ave., Litcher, Louisiana 70071 and any notice to or demand upon the Housing Authority of St. James Parish or Architect shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Housing Authority of St. James Parish at such address, or to such other representative of Housing Authority of St. James Parish or to such other address as Housing Authority of St. James Parish may subsequently specify in writing to the Contractor for such purpose.
- All normal correspondence from the General Contractor to the Architect, including request for payment, shall be directed to the Architect's office, Didier Architecture, LLC, 17531 Old Jefferson Hwy., Suite C, Prairieville, LA 70769.
- 28.h** Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt, as the case may be.

ARTICLE 32 - DEFAULT

(Add the following subsections 32.d and 32.e):

32.d TIME FOR COMPLETION: The work shall commence at the time stipulated in the NOTICE TO PROCEED to the Contractor.

Work shall be fully completed within the stated consecutive calendar days (**210**) in the General Contractor's Bid Form calculated from the NOTICE TO PROCEED date.

Any request for extension of contract time shall be in accordance with Division 1, Section 01 26 49 Modification Procedures.

32.e CLAIMS FOR ADDITIONAL TIME: If adverse weather conditions at the project site, including unsuitable ground conditions, are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum.

The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	May	<u>5</u> days	September	<u>4</u> days
February	<u>10</u> days	June	<u>6</u> days	October	<u>3</u> days
March	<u>8</u> days	July	<u>6</u> days	November	<u>5</u> days
April	<u>7</u> days	August	<u>5</u> days	December	<u>8</u> days

Note: Contract is on a calendar day basis.

The Contractor shall ask for total adverse weather days, the Contractor's request shall be considered only for days over the allowable number of days stated above.

ARTICLE 34 - TERMINATION FOR CONVENIENCE

(Add the following subsection 34.e):

34.e LIQUIDATED DAMAGES: As actual damages for any delay in completion are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Housing Authority of St. James Parish the sum hereinafter stipulated as fixed, agreed liquidated damages for each calendar day of delay until the work is completed or accepted.

(1) \$450.00 per calendar day.

ARTICLE 36 - INSURANCE

(Add the following to subsection 36.d):

36.d The cost of all deductible amounts shall be borne by the Contractor.

Proof of insurance must be delivered to the Developer for review and approval prior to issuance of the Notice-To-Proceed.

Proof of insurance must list the following as insureds or additional insureds under the policy:
Housing Authority of St. James Parish

Companies providing insurance coverage shall provide 30 day written notice prior to non-renewal, cancellation or any other material change in coverage to the Housing Authority of St. James Parish.

END OF SECTION 00 80 00 – SUPPLEMENTARY CONDITIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that 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 be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 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.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and 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.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

State: Louisiana

Construction Types: Residential

Counties: Louisiana Counties of
Acadia, Ascension, Bossier, Caddo,
Calcasieu, East Baton Rouge, Jefferson,
Lafayette, Lafourche, Livingston,
Orleans, Ouachita, Plaquemines, Rapides,
St Bernard, St Charles, St James, St
John the Baptist, St Landry, St Martin,
St Tammany, Terrebonne, Webster and West
Baton Rouge

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

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ELEC0130-003 12/01/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS (JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. MARTIN (SOUTHERN PORTION), AND TERREBONNE PARISHES).....	\$ 36.00	16.66

ELEC0194-002 09/02/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS (BOSSIER, CADDO, AND WEBSTER PARISHES).....	\$ 35.85	15.58

ELEC0446-002 03/01/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS (OUACHITA PARISH).....	\$ 29.55	14.36

ELEC0576-003 09/01/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS (RAPIDES PARISH).....	\$ 30.00	12.03

ELEC0861-002 09/01/2024		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS (ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN (NORTHERN PORTION) PARISHES).....	\$ 31.98	15.14

ELEC0995-003 01/01/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS (ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. LANDRY, AND WEST BATON ROUGE PARISHES).....	\$ 29.47	13.50

ELEC1077-006 05/26/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS (ST. TAMMANY PARISH).....	\$ 30.35	12.46

PLUM0060-005 06/05/2023		
	Rates	Fringes
PLUMBER: INCLUDING HVAC PIPE (JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (SOUTHEASTERN PORTION), ST. JOHN THE BAPTIST, ST. TAMMANY, AND TERREBONNE PARISHES).....	\$ 31.70	13.85

PLUM0141-003 08/01/2023		
	Rates	Fringes
PLUMBER: INCLUDING HVAC PIPE (BOSSIER, CADD0, AND WEBSTER PARISHES).....	\$ 28.48	14.47

PLUM0141-008 08/01/2024		
	Rates	Fringes
PLUMBER: INCLUDING HVAC PIPE (OUACHITA PARISH).....	\$ 28.75	11.86

PLUM0198-002 12/08/2022		
	Rates	Fringes
PLUMBER: INCLUDING HVAC PIPE (ASCENSION, EAST BATON ROUGE, LIVINGSTON , ST. JAMES (NORTHWESTERN PORTION), ST. MARTIN (EASTERN PORTION), AND WEST BATON ROUGE PARISHES).....	\$ 32.42	16.50

PLUM0198-009 06/01/2014		
	Rates	Fringes
PLUMBER: INCLUDING HVAC PIPE (ACADIA, CALCASIEU, LAFAYETTE, ST. LANDRY, AND ST. MARTIN (WESTERN PORTION) PARISHES).....	\$ 25.90	13.65

PLUM0247-004 05/01/2020		
	Rates	Fringes
PLUMBER: INCLUDING HVAC PIPE (RAPIDES PARISH).....	\$ 26.50	13.39

SHEE0214-003 07/01/2009		
	Rates	Fringes
SHEET METAL WORKER: INCLUDES HVAC DUCT (JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. TAMMANY, AND TERREBONNE PARISHES).....	\$ 24.54	9.65

SHEE0214-005 02/01/2009		
	Rates	Fringes
SHEET METAL WORKER: INCLUDES HVAC DUCT (ACADIA, ASCENSION, CALCASIEU, EAST BATON ROUGE, LAFAYETTE, LIVINGSTON, ST. LANDRY, ST. MARTIN, AND WEST BATON ROUGE PARISHES).....	\$ 24.37	9.20

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC DUCT (BOSSIER, CADDO, OUACHITA, RAPIDES, AND WEBSTER PARISHES).....	\$ 26.09	11.00

	Rates	Fringes
ROOFER.....	\$ 10.11	2.01
POWER EQUIPMENT OPERATOR: CRANE.....	\$ 13.00	0.00
PAINTER: DRYWALL FINISHING.....	\$ 12.71	0.78
PAINTER: BRUSH, ROLLER, AND SPRAY.....	\$ 11.38	0.83
LABORER, COMMON.....	\$ 8.01	0.00
CARPENTER (INCLUDING DRYWALL HANGING, METAL STUD INSTALLATION, AND FORMBUILDING/FORMSETTING).....	\$ 11.78	0.00

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

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

U.S. Department of Labor

Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

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

Unless otherwise noted, the information requested is specific to the named project below.

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



Rev. January 2025

OMB No.: 1235-0008

Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM☐ PRIME CONTRACTOR☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)							(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)	
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH- HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
							ST																		
							OT																		
							ST																		
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers 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)

PROJECT NAME			PROJECT NO. or CONTRACT NO.			PAYROLL NO.			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME									
PROJECT LOCATION						WEEK ENDING DATE			CERTIFYING OFFICIAL'S NAME AND TITLE									
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:																		
☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																		
☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.																		
☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.																		
☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.																		
APPRENTICESHIP PROGRAM NAME						REGISTERED			NAME OF LABOR CLASSIFICATION									
						☐ OA		☐ SAA										
						☐ OA		☐ SAA										
						☐ OA		☐ SAA										
☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.																		
HOURLY CREDIT FOR FRINGE BENEFITS																		
If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.																		
NAME OF WORKER		FB NAME				FB NAME				FB NAME				FB NAME				TOTAL HOURLY CREDIT
		FB TYPE				FB TYPE				FB TYPE				FB TYPE				
		PLAN NO.				PLAN NO.				PLAN NO.				PLAN NO.				
		☐ Funded		☐ Unfunded		☐ Funded		☐ Unfunded		☐ Funded		☐ Unfunded		☐ Funded		☐ Unfunded		
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		Hourly Credit		\$		\$
☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.																		
ADDITIONAL REMARKS																		
SIGNATURE OF CERTIFYING OFFICIAL						DATE		TELEPHONE NUMBER			EMAIL ADDRESS							
								(____) ____ -____										
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), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.																		



_____, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project	Contract Number
----------------------	-----------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
-----------------------------	-----------------------

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor’s delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency			Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)	Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
Name of Authorized Designator			Name of Contractor's or Subcontractor's Acceptor		
Name of Governmental Entity			Name of Contractor		
Address			Address		
City	State	ZIP	City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.



CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with E-Verify, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Housing Authority of the Parish of St. James (SJPHA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established with E-Verify. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by E-Verify. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Contractor: _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, **20**____ **in** _____ **(city),**
_____**(state).**

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ **DAY OF** _____, **20**____.

NOTARY PUBLIC

My Commission Expires:

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

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. 1/31/2027)

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. Comments regarding the accuracy of this burden estimate and any suggestions for
reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th
St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. 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). The table contains a large empty space for item details.

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 ½
		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.

Periodic Estimate
for Partial Payment

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

OMB Approval No. 2577-015
7 (exp. 1/31/2027)

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

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

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

Instructions

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

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

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

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

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

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

Certification of the Contractor or Duly Authorized Representative

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

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

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____
3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

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

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____
7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____
9. **Less:** Retainage, _____ % \$ _____
10. Net amount earned to date (line 8 less line 9) \$ _____
11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ _____
12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____
14. **Less:** Allowed last period \$ _____
15. Increase (decrease) from amount allowed last period \$ _____
16. **Balance Due This Payment** \$ _____

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

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)
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Certificate of Authorized Project Representative and of Contracting Officer

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

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

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

Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 1/31/2027)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

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

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

Name of General Contractor or Subcontractor	Amounts
General Contractor	\$

Subcontractors	\$
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	Total	\$
	Less 10%	\$
	Net	\$

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

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

form HUD-51004 (01/2011)

Construction Progress Schedule

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

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. 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.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)

2. City	3. State	5. Project Name
4. Location		6. Project Number
7. Contract For		8. Contract Time (Days)
9. From (mm/dd/yyyy) To (mm/dd/yyyy)		10. Contract Price \$
11. Number of Buildings	12. Number of Dwelling Units	13. Number of Rooms

(Submit as many pages as necessary to cover the construction period.)	Year (yyy)						
	Month						
Actual Monthly Value, Work in Place	(\$)						
Actual Accumulated Progress	(%)						
Anticipated Monthly Value	(\$)						
Accumulated Scheduled Progress	(%)						

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

Instructions for Preparation of Construction Progress Schedule
Form HUD-5372

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/ IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/ IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

Record of Employee Interview	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 03/31/2028)
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Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, email address and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee about the frequency of pay (weekly, biweekly, semi-monthly or other).

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 03/31/2028)
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Public reporting burden for this collection of information is estimated to average 15 minutes 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. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

Note: Please ensure responses are legible and easy to read.

1a. Project Name			2a. Employee's Full Name		
1b. Project Number			2b. Employee's Phone Number (including area code) and Email Address		
1c. Contractor or Subcontractor (Employer—not individual's name or supervisor's name)			2c. Employee's Home Address & Zip Code		
			2d. Verification of identification? Yes ☐ No ☐		
3a. How long on this job and average weekly hours worked?	3b. Last date on this job before today?	3c. Number of hours last day on this job?	4a. Hourly Rate of Pay	4b. Fringe benefits? Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	4c. Frequency of Pay: Weekly ☐ Biweekly ☐ Semi-monthly ☐ Other ☐

5. Your Job Classification(s) (list all and continue on a separate sheet if necessary):

6. Your Duties:

7. Tools or Equipment Used:

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ (1.5x regular hourly rate) for all hours worked in excess of 40 in a week?	☐	☐
8a. Have you provided a copy of your apprenticeship certificate?	☐	☐			
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date
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13. Duties Observed by the Interviewer (Please be specific):

14. Remarks

15a. Interviewer Name (please print)	15b. Signature of Interviewer	15c. Date of Interview
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Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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Record of Employee Interview	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 03/31/2028)
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18. Additional Remarks

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that 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)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 06/30/2028

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name * Street 1 Street 2 * City State Zip Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: 	7. * Federal Program Name/Description: Assistance Listing Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Completed on submission to Grants.gov *Name: Prefix * First Name Middle Name * Last Name Suffix Title: Telephone No.: Date: Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: St. James Parish Housing Authority Main Office Renovations and Additions
- B. Architect's Name: Didier Architecture: Derryl Didier, Architect & Associates, LLC
- C. Architect's Project Number: 25-122
- D. Project Description:
 - 1. Project consists of the of the renovation of a portion of the Main Office and the addition of approx.. 2,000 sqft. To include but not limited to new offices, break room, copy room, supply, meeting space, restrooms, etc. New foundation, structure, walls, ceilings, doors, windows, flooring, millwork, plumbing fixtures, HVAC system replacement, electrical, etc.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract (in general) is comprised of the following:
 - 1. Base bid:
 - A.
 - a. Demolition of selective existing structural components, roofing and building components as shown on drawings.
 - b. Place new concrete slab as required and associated below grade plumbing
 - c. Install new building structure as required, decking, roofing, etc.
 - d. Installation of exterior and interior new walls, ceilings and flooring.
 - e. Install new exterior finishes, windows, doors, etc.
 - f. Installation of interior doors and hardware.
 - g. Paint all interior and exterior surfaces indicated on drawings and specs, as required to complete the work.
 - h. Install new mep systems, fixtures and devices
 - i. Replace roof on existing structure as shown on drawings
 - j. Install new site related improvements per the drawings
 - k. Call for final inspection when complete
 - B. General Contractor will punch out job and when project is 100% complete and in full compliance with the Contract Documents and all specified/required close out documents are transmitted to the Architect, request in writing that the Architect perform a final inspection for acceptance. Inspection will not be performed by the Architect prior to completion of the above.
- B. Related Requirements:
 - 1. General Conditions.
 - 2. Supplementary Conditions.

END OF SECTION

SECTION 01 12 13
SUMMARY OF CONTRACTS

PART 1 GENERAL

1.01 CONTRACTS

- A. Work will be constructed under a single lump sum contract.
- B. The work of each separate prime contract is identified in this section and on the Drawings.

PART 2 NOT USED

PART 3 EXECUTION

3.01 RECORDATION

- A. The Contractor will file the original copies of the Contract and Bond with the Clerk of Court, Parish in which the work is to be performed, State of Louisiana. Cost of filing and Notice of Recordation will be paid for by the Owner. Notice of Recordation will be forwarded to the Architect for transmittal to the Contractor.
- B. At completion of the work, the Contractor shall file the Owner's "Notice of Acceptance of Work" at the same office and after expiration of the 45 day Lien Period, shall obtain the Clear Lien certificate and forward same to the Architect. Contractor shall bear any cost involved in the acceptance.

END OF SECTION

SECTION 01 12 16
WORK SEQUENCE

PART 1 GENERAL

1.01 DESCRIPTION

- A. Coordinate construction schedule and operations with Architect.
- B. The General Contractor shall schedule and coordinate his construction operations in an orderly and timely manner. A planned schedule of work shall be prepared by the General Contractor and shall be filed with the Architect. It shall be updated monthly and revised copies submitted with the payment requisitions.
- C. Units will not be occupied.

END OF SECTION

SECTION 01 14 16
COORDINATION WITH OCCUPANTS

PART 1 GENERAL

1.01 OWNER OCCUPANCY

- A. The Owner will continue to have normal operations on site for the entire site duration of the construction contract.
- B. The Owner shall have the right to use, at any time, any and all portions of the project that have reached such a stage of completion as to permit such occupancy that does not hinder the Contractor's efficient completion of the contract.
- C. Such occupancy will not violate any part of the contract nor be construed as constituting an acceptance of any part of the work. Contractor obligates himself to permit such use and to use every effort to accommodate the Owner by providing such available spaces for the Owner's use.
- D. Existing site, buildings, and parking areas will remain in use at all times during this construction project. Access to all building entrances must be provided at all times. Area where interior work is to be performed will be **unoccupied**, contractor will have full access. Protect adjacent areas from dust, debris and noise. Phase work as required to accomplish this requirement without additional cost to the Owner.
- E. Contractor shall protect existing site features and utilities during construction.

END OF SECTION

SECTION 01 14 19
JOB SITE ADMINISTRATION

PART 1 GENERAL

1.01 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the protection of the work in place as construction progresses.
- B. The Contractor shall schedule and perform all work so that the normal functioning of the project will be interrupted as little as possible.
- C. The Contractor shall be responsible for erecting protective walkways, corridors and other temporary enclosures, barricades, exterior fences and warning lights required to protect the Owner and the Public.
- D. The Contractor shall be responsible for protection of the site and his material storage from vandalism or theft. Type of enclosure, gates, etc. are at the Contractor's option as long as the Owner and the Public are protected from construction operations and the enclosure is not unsightly.
- E. The Contractor shall be responsible for keeping all construction areas used by his personnel clean and trash and debris shall be kept to an absolute minimum.
- F. The Contractor shall be responsible for keeping the site area well drained and shall allow no standing water to pond or to saturate the surface or sub-surface. Excavations shall be kept dry.
- G. The Contractor shall prevent erosion and shall provide silt fences at all drain off areas into area waterways or streets.
- H. The Contractor shall protect existing utilities and services, adjoining work and other improvements in the area.

1.02 CONTRACTOR USE OF SITE AND PREMISES

- A. Provide access to and from site as required by law:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit and prior consent from the Owner.
- B. The Contractor shall require that his representatives (including, but not necessarily limited to, Suppliers, Subcontractors, Employees and Field Engineers who will enter upon the Owner's property) certify their awareness of and familiarity with the requirements of this Section.
- C. Truck and equipment access: Limit access of trucks and equipment to the site to avoid overloading of streets, driveways, pedestrian access, parking facilities, etc.
- D. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site. Concrete curbs and pavement areas which are damaged during construction events shall be repaired and replaced to a condition that is equal to that prior to beginning construction.
- E. Require Contractor's vehicles, employee's vehicles and all other vehicles entering upon the Owner's property, in performance of the work of the Contractor, to use only the area designated by the Owner. Require proper insurance on all vehicles which enter upon the Owner's property.
- F. Keep existing drives and parking areas open at all times. Keep all low access lanes open at all times. Site will be continuously occupied during construction.
- G. Existing building spaces and parking areas shall not be used for storage. A staging area will be identified at a pre-construction meeting.

1.03 CORRELATION AND INTENT OF DOCUMENTS

- A. The Contract Documents, Drawings and Specifications are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Documents is to include all labor and materials, equipment and transportation necessary for the proper execution and completion of the work.

- B. Contractor will be held responsible for errors if old drawings are used after revised drawings are issued to him.
- C. Contractor shall verify all dimensions shown on the drawings with work to be placed and he shall report any errors or inconsistencies to the Architect before commencing work. In all cases of discrepancy between scale and dimensions, figured dimensions shall have precedence over scaled measurements, larger scale over smaller scale, but all discrepancies shall be referred to the Architect for final adjustments. Conflicts between two or more dimensions applying to a common point shall be referred to the Architect for adjustment. Contractor will be held responsible for following figured dimensions which do not among themselves justify. He will likewise be held responsible when such procedure results in failure to coordinate component parts or to fit them properly into place.

1.04 CONTRACTOR'S SUPERINTENDENT

- A. The General Contractor shall employ and keep at the site at all times while work is in progress, competent Superintendents, one for each project site, satisfactory to the Architect. These superintendents shall remain for the duration of all work required by this Contract and shall not be changed without the approval of the Architect.

END OF SECTION

SECTION 01 26 49
MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 CHANGE ORDERS/DIRECTIVES

- A. Refer to Articles 28 and 29 of General Conditions (HUD-5370) and Supplementary Conditions.
- B. Submit complete data required including an itemized breakdown of cost, and time if applicable, within time period stated in General Conditions.
- C. If approved, Architect will prepare Change Order on form G701 for General Contractor's signature.
- D. In an emergency situation, a Construction Change Directive may be issued in order to allow work to proceed.

1.02 REQUEST FOR EXTENSION OF TIME

- A. Request for time extension shall be presented to the Architect who will evaluate the request, confer with the Owner prior to the processing of a written change order for time extension and notify the Contractor of the mutual decision. No request for extensions of time will be approved other than for major reasons beyond the control of the Contractor such as major transportation interruptions or delays, problems arising from governmental controls, labor disputes or other major reasons.
- B. Normal rainfall for the area, according to Weather Bureau records, shall not be a cause for an extension of Contract Time.
- C. Request for extension of time shall be presented to the Architect for presentation to the Owner with the monthly application for payment and the Owner shall act upon each application each month.

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Submit a Schedule of Values at the Preconstruction Conference. Provide 2 copies.
- B. Upon request of the Architect, support the values with data which will substantiate their correctness.
- C. The Schedule of Values, unless objected to by the Architect, shall be used only as the basis for the Contractor's Applications for Payment.
- D. Related Requirements in Other Parts of the Project Manual:
 - 1. Conditions of the Contract.
- E. Related Requirements Specified in Other Sections:
 - 1. Application for Payment: Section 01 29 76.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Form to be used: G-702 with form G-703 continuation sheets and break down into the 49 Divisions. Complete all applicable portions of form. Provide all line item balances.
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. For various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid.
 - b. The total installed value.
- D. The sum of all values listed in the schedule shall equal the total Contract Sum.
- E. Forms filled out by hand will not be accepted.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

END OF SECTION

SECTION 01 29 76
APPLICATION FOR PAYMENT AND MATERIAL INVOICES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 01 of these Specifications.
 - 2. The Contract Sum and the schedule for payments are described in the Form of Agreement.
 - 3. Payments upon Substantial Completion and Completion of the Work as described in the General Conditions.
 - 4. The Architect's approval of applications for progress payment and final payment may be contingent upon the Architect's approval of status of Project Record documents as described in Section 01 77 00 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Prior to start of construction, secure the Architect's approval of the schedule of values required to be submitted under Article 27 of the General Conditions (HUD-5370), and further described in Section 01 29 73-Schedule of Values.
- B. During progress of the Work, modify the schedule of values as approved by the Architect to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- C. Base requests for payment on the approved schedule of values.

1.03 SUBMITTALS

- A. Informal submittal: Unless otherwise directed by the Architect:
 - 1. Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of HUD Form 51001, "Application and Certificate for Payment", plus continuation sheet or sheets. Verify items included under General Conditions heading.
 - 2. For items on which progress payments will be made for stored on site materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, taxes paid.
 - b. The total installed value.
 - 3. Make this preliminary submittal to the Architect at the last regular job meeting of each month.
 - 4. Revise the informal submittal of request for payment as agreed at the job meeting, initialing all copies.
 - 5. Include copy of updated progress schedule.
- B. Formal submittal: Unless otherwise directed by the Architect:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on HUD Form 51001 "Application and Certificate for Payment", plus continuation sheet or sheets.
 - 2. Include invoice and proof of insurance for stored on site materials.
 - 3. Sign and notarize the Application and Certificate for Payment.
 - 4. Submit the original of the Application and Certificate for Payment, plus 3 identical copies including the continuation sheet or sheets, to the Architect.
 - 5. Include 3 copies of updated progress schedule.
 - 6. The Architect will compare the formal submittal with the approved informal submittal and, when approved, will sign the Application and Certificate for Payment, and will distribute:
 - a. The Original and 2 copies to the Owner.

- b. One copy to the General Contractor.
 - c. One copy to the Architect's file.
- C. The Owner will review and execute a completed copy and return same to the Architect.

END OF SECTION

SECTION 01 31 13
COORDINATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. 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.
- B. Notify affected utility companies and comply with their requirements.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown 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.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of work of separate sections.
- F. After acceptance of work, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.02 SUBCONTRACTORS

- A. Various portions of this work may be subcontracted by the General Contractor. The letting of subcontracts shall in no way relieve the Contractor from complete responsibility of all work included under this contract with the Owner. It shall be the Contractor's responsibility to coordinate his subcontracts, not the Architect's responsibility.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 DESCRIPTION

- A. General Contractor shall schedule and administer preconstruction meeting, periodic progress meetings and specially called meetings throughout the progress of the work. General Contractor is required to take minutes of all scheduled meetings and to issue copies of same (within 7 calendar days of the meeting) to Owner, Architect and others as he deems necessary. Minutes shall identify the project name, date, time, location and attendance list.
- B. Representatives of Architects, Contractors, Subcontractors and Suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. Submit to the General Contractor, not less than 24 hours prior to any conference or meeting, any item you wish to be place on the agenda.

1.02 PRECONSTRUCTION CONFERENCE

- A. Schedule within 5 days after date of Notice to Proceed but prior to any on-site work.
- B. Location: The project site, unless otherwise designated by the Architect.
- C. Attendance:
 - 1. Owner's Representative(s).
 - 2. Architect and his Professional Consultants.
 - 3. Contractor's Superintendent and Recording Secretary.
 - 4. Major Subcontractors.
 - 5. Major Suppliers.
 - 6. Others as appropriate.
- D. Suggested Agenda:
 - 1. Organizational arrangement.
 - a. Channels and procedures for communication.
 - 2. Distribution and discussion of: (General Contractor shall provide Architect with 2 copies of each)
 - a. The Schedule of Values.
 - b. List of major Subcontractors and Suppliers.
 - c. Projected Construction Schedules.
 - 3. Critical work sequencing.
 - 4. Major equipment deliveries and priorities.
 - 5. Project Coordination.
 - a. Designation of responsible personnel.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 - f. Correspondence - Project number.
 - g. Shop Drawings and other data submitted to Architect for review.
 - 7. Adequacy of distribution of Contract Documents.
 - 8. Procedures for maintaining Record Documents.
 - 9. Use of premises:
 - a. Office, work and storage areas.
 - b. Owner's requirements.
 - 10. Construction facilities, controls and construction aids.
 - 11. Temporary utilities.

12. Safety and first-aid procedures.
13. Security procedures.
14. Housekeeping procedures.
15. Asbestos.
16. Other items as the General Contractor deems necessary.

1.03 PROGRESS MEETINGS

- A. Schedule regular periodic meetings, as required. For this project, monthly.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: As established at the Pre-Construction Conference.
- D. Attendance:
 1. General Contractor's representative, Superintendent and Recording Secretary.
 2. Architect and his Professional Consultants, as needed.
 3. Subcontractors as appropriate to the agenda.
 4. Suppliers as appropriate to the agenda.
 5. Owner's representative(s).

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 REQUIREMENTS

- A. Within 5 days after the awarding of the Contract, but not later than the Preconstruction Conference, the General Contractor shall prepare a progress schedule with anticipated dates of delivery of various materials and schedule completion dates for the various portions of the work. A copy shall be submitted to the Architect for approval.
- B. Bar graph or CPM showing work progress by Specifications Division in weekly time periods.
- C. Two copies of the "approved" schedule must be provided to the Architect at the Preconstruction Conference.
- D. Must be revised and submitted monthly with each request for payment.
- E. Progress schedule must have a clear way to indicate the anticipated work scheduled and the actual work completed. Comparison shall indicate early or late start and end dates for each item of work, as well as percent of work completed for each item at the end of each pay period.
- F. Progress schedule must have at a minimum:
 - 1. Milestones
 - 2. Progress bars
 - 3. Critical Path
 - 4. Early start, late start
 - 5. Early finish, late finish
 - 6. Total float
- F. Breakdown of work items shall be by EACH of the Specifications Divisions.
- G. Schedule shall indicate original Contract Date, original Calendar Days and original Completion Date.
- H. Revised Schedules shall indicate any increase in contract time which is approved by signed Change Order.
- I. Show name of project and name of General Contractor.

END OF SECTION

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Submit Shop Drawings, Product Data and Samples required by the Contract Documents.
- B. Related Requirements Specified in Other Sections:
 - 1. Progress Schedule: Section 01 32 16.
 - 2. Record Documents: Section 01 77 19.
- C. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed.

1.02 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
 - 1. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
 - 2. Details shall be in scale.
 - a. Elevations 1/4" = 1'-0" minimum.
 - b. Sections 3/4" = 1'-0" minimum.
 - c. Detail cuts 1-1/2" = 1'-0" minimum.
- B. Minimum sheet size 18" x 24"; maximum sheet size 24" x 36".
- C. Provide a minimum white space of 8" x 8" on the face of each drawing for G.C. and Architect approval stamps.

1.03 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information which is not applicable to the Work.
 - 2. Supplement standard information to provide information specifically applicable to the Work.

1.04 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
- B. Field samples and mock-ups:
 - 1. Contractor shall erect, at the Project site, at a location acceptable to the Architect.
 - 2. Size and area: that specified in the respective specification section.
 - 3. Fabricate each sample and mock-up complete and finished.
 - 4. Remove mock-ups at conclusion of Work or when acceptable to the Architect.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission. Place G. C. review stamp, date, and signature on document. Documents not so marked will be rejected without review.
- B. Determine and verify:
 - 1. Field measurements.

2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
 - D. Notify the Architect in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.
 - E. Do not begin fabrications without an accepted Submittal from the Architect.
 - F. Cost of all reproduction of Shop Drawings and Project Data shall be borne by the Contractor and/or his Subcontractors.

1.06 COORDINATED COLOR SELECTION OF MATERIALS

- A. Submit all samples requiring selection of colors within 15 days of approval of Subcontractors and Material Suppliers.
- B. Selection of colors or materials will not be made on an individual material basis.

1.07 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other Contractor. Number each submittal consecutively in lower right hand corner of first page.
- B. Number of submittals required:
 1. Shop Drawings: Submit the number of copies which the Contractor requires returned, plus two which will be retained by the Architect.
 2. Product Data: Submit the number of copies which the Contractor requires returned, plus two which will be retained by the Architect.
 3. Samples: Submit the number stated in each specification section. If not stated, a minimum of 3 of each material requiring selection.
 4. Note: General Contractor to retain 1 approved set of Shop Drawings & Product Data to be bound into a booklet for the Owner at project closeout.
- C. Submittals shall contain:
 1. The date of submission and the dates of any previous submissions.
 2. The project title and number.
 3. Contract identification.
 4. The names of:
 - a. Contractor.
 - b. Supplier.
 - c. Manufacturer.
 5. Identification of the project, with the specification section number.
 6. Field dimensions, clearly identified as such.
 7. Relation to adjacent or critical features of the Work material.
 8. Applicable standards, such as ASTM or Federal Specification numbers.
 9. Identification of deviations from Contract Documents.
 10. Identification of revisions on re submittals.
 11. A 8 in. x 4 in. blank space each for Contractor and Architect stamps.
 12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

1.08 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect and resubmit until satisfactory.
- B. Shop Drawings and Product Data:
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.

2. Indicate any changes which have been made other than those requested by the Architect.
- C. Samples: Submit new samples as required for initial submittal.

1.09 DISTRIBUTION

- A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the Architect's stamp of review to:
 1. Architect (2 copies).
 2. Engineers (via Architect).
 3. Job site file.
 4. Record Documents file.
 5. Other affected Contractors.
 6. Subcontractors.
 7. Supplier or Fabricator.
- B. Distribute samples which carry the Architect's stamp of review as directed by the Architect.
- C. DO NOT DISTRIBUTE SHOP DRAWINGS WHICH DO NOT CARRY THE ARCHITECT'S STAMP OF REVIEW TO ANYONE.

1.10 ARCHITECT DUTIES

- A. Review submittals.
- B. Affix stamp and initials or signature, and indicate requirements for re submittal or correction of submittal.
- C. Return submittals to Contractor for distribution or for resubmission.

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

A. PERMITS AND LICENSES

1. The Contractors and his Subcontractors shall procure all necessary permits and licenses and shall observe and abide by all applicable laws, ordinances and regulations of the Local, State and Federal Governments.

B. CONTRACTOR'S AND SUBCONTRACTOR'S LICENSE

1. All contractors and and/or Subcontractors bidding portions of this work amounting to \$50,000.00 or more shall be licensed in accordance with Act #233 of the 1956 Louisiana Legislature and amended under Title 37, Sections 2150-2163, et. seq., of the Louisiana Legislature.

C. O.S.H.A. COMPLIANCE

1. The attention of all Contractors and Subcontractors is called to the US. Department of Labor "Occupational Safety and Health Standards; National Consensus Standards and established Federal Standards" as published in Vol. 36, No. 105 of the Federal Register dated May 29, 1971 or subsequent. These standards are in effect for this project.

D. HUD COMPLIANCE

1. The Contractors and his Subcontractors shall comply with all applicable HUD requirements. Refer to the Bid Requirements and Supplementary Conditions of this project manual.

E. SECTION 3 PROGRAM CERTIFICATION COMPLIANCE

1. The Contractors and his Subcontractors shall comply with all applicable requirements of the Section 3 Program per The Public Housing Agency. Refer to the Bid Requirements and Supplementary Conditions of this project manual.

END OF SECTION

SECTION 01 45 23
TESTING AND INSPECTION SERVICES

PART 1 GENERAL

1.01 DESCRIPTION

A. SELECTION AND PAYMENT

1. The Owner shall engage and pay for the services of an independent testing laboratory to perform inspections and tests of materials and construction as defined in the General and Supplementary Conditions. In the event of a test failure the General Contractor shall delay and/or replace work as required until retesting produces a passing test. Fail test will be paid for by the General Contractor.

B. COOPERATION OF CONTRACTOR

1. The Contractor shall cooperate with the laboratory and:
 - a. Make available, without cost, samples of all materials to be tested in accordance with applicable standard specifications.
 - b. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at the project.
 - c. Advise the laboratory of the identity of material sources and instruct the suppliers to allow tests or inspections by the laboratory.
 - d. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
 - e. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible to the laboratory for charges due to failure to notify if requirements for testing are canceled.

C. TEST METHODS

1. Tests and inspections shall be conducted in accordance with the latest standards of ASTM or other recognized authorities.

D. TEST REPORTS

1. The laboratory shall promptly submit written reports of each test and inspection made to the Architect, Contractor and to such other parties the Architect may specify.

E. EXTENT OF LABORATORY TESTS AND INSPECTIONS

1. The Architect will recommend the type and number of tests to be performed on the project. The Contractor shall be advised of the number and type of tests to be performed by the Testing Laboratory.
2. All invoices for testing shall be submitted to the Architect who will review and forward to the Owner for payment.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Field Office.
- B. Temporary Utilities.
- C. Temporary Telecommunications services.
- D. Temporary Sanitary facilities.
- E. Temporary Controls: Barriers, enclosures, and fencing.
- F. Security requirements.
- G. Vehicular access and parking.
- H. Waste Removal.
- I. Removal of Utilities, Facilities, and Controls.
- J. Project identification.

1.02 FIELD OFFICE

- A. The Contractor shall set up at one location within the contract limits a temporary office approx. 8' x 10' in size to be used as the Contractor's Office (Contractor's Option). A blueprint table approx. 60" x 36" shall be provided in this office. **Contractor's option.**
- B. A complete set of Contract Documents including all addenda, shop drawings, etc. shall be maintained at this location and all modifications to the contract shall be noted on these Documents in red ink.
- C. Location of field office on site will be determined at the Pre-Construction Meeting, if applicable.

1.03 TEMPORARY UTILITIES

- A. The Contractor shall provide temporary water, electricity and other utilities for the construction operations.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TELECOMMUNICATIONS SERVICES

- A. The Contractor shall make arrangements for, provide and pay for a telephone for the use of construction personnel.
- B. Superintendent, when outside the office, on this site, shall carry an email capable portable cellphone.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. The Contractor shall provide for the use of his workmen, adequate sanitary toilet facilities.
- C. The accommodations shall be kept in a clean and sanitary condition daily.
- D. The use of portable chemically treated toilets is acceptable; however, all requirements of local Health Authority must be complied with.

1.06 BARRIERS, ENCLOSURES, FENCES, ETC.

- 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. The Contractor shall furnish the following (but not limited to) as required for the protection of the Owner and the public from any damage due to the construction operations:
 - 1. Temporary exterior fences.

- 2. Warning Lights.
- 3. Warning Signs.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- D. Contractor shall comply with all regulations governing construction activities, including safety regulations, sanitary regulations, etc. applying in the area.

1.07 SECURITY

- A. Contractor shall be responsible for security in the area of work. Provide barriers, warnings, services, fences, etc. to protect work in place, stored materials, supplies, tools, etc. as required. Owner will assume no responsibility for the area of work during this contract period.

1.08 VEHICULAR ACCESS AND PARKING

- A. A Construction Staging area will be available and will be coordinated at the Pre-Construction Conference.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on Drawings.
- B. Erect on site at location indicated by Architect and Owner.
- C. Without prior approval from the Architect, no Contractor, Subcontractor or Material Dealer shall post any signs or advertisements on any part of the premises.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

END OF SECTION

SECTION 01 62 00
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 REQUIREMENTS

- A. Whenever manufacturer's or trade names appear on the plans or in the specifications, the following words "OR EQUAL" or "OR APPROVED EQUAL" or similar words shall be assumed to follow such manufacturer's or trade names, whether they actually do appear or not.
- B. It is the intention of this specification that, wherever a product is identified by name, equal products which are properly submitted and which meet the Architect's approval may be used. Refer to General Conditions, Article 3, 3.4 Labor and Materials, 3.4.2.
- C. General Contractor shall certify that any product he selects, which is specified by description or performance specification, contains no asbestos.

END OF SECTION

SECTION 01 66 00
PRODUCT HANDLING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.02 QUALITY ASSURANCE

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

1.03 MANUFACTURER'S RECOMMENDATIONS

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

1.04 PACKAGING

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

1.05 PROTECTION

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

1.06 REPAIRS AND REPLACEMENT

- A. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01 71 23
FIELD ENGINEERING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included:
 - 1. Provide such field engineering services as are required for proper completion of the Work including, but Not necessarily limited to:
 - 1) Establishing and maintaining lines and levels.
 - 2) Structural design of shores, forms and similar items provided by the Contractor as part of his means and methods of construction.
 - 3) Temporary wind bracing.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. Additional requirements for field engineering also may be described in other sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 33 23 "SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES".
- B. Upon request of the Architect, submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation verifying accuracy of field engineering work.
 - 3. Certification signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

1.04 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
 - 1. Locate and protect control points before starting work on the site.
 - 2. Preserve permanent reference points during progress of the Work.
 - 3. Do not change or relocate reference points or items of the Work without specific approval from the Architect.
 - 4. Promptly advise the Architect when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the Architect, require the field engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Each Contractor and/or Subcontractor shall do all necessary cutting at his own expense. Also, any cost incurred by defective or ill-timed work shall be borne by the party responsible for cutting and patching.
- C. The Contractor and/or Subcontractor shall not endanger any work by cutting and shall not cut or alter the work of any Subcontractor without the consent of the Architect and other persons involved.
- D. Patching shall be performed by tradesmen experienced in the required trade.
- E. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Repair areas adjacent to cuts to required condition.
 - 4. Repair new work damaged by subsequent work.
 - 5. Remove samples of installed work for testing when requested.
 - 6. Remove and replace defective and non-conforming work.
- F. 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.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. 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.

END OF SECTION

SECTION 01 74 13
CLEANING UP

PART 1 GENERAL

1.01 DESCRIPTION

- A. Progress Cleaning.
- B. Final Cleaning.

1.02 PROGRESS CLEANING

- A. Entire construction area shall be kept neat, clean and safe at all times. Pick up construction debris on a daily basis.
- B. Remove lunch debris from site daily. No food debris shall be left within the project site overnight.
- C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- D. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Clean or replace filters of operating equipment.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- F. At the completion of the project, in addition to the removal of rubbish and leaving the areas broom clean, Contractor shall clean the following (not limited to):
 - 1. Remove stains, spots, marks and dirt from decorated work.
 - 2. Clean hardware.
 - 3. Remove paint spots and smears from all surfaces.
- G. The Contractor shall also clean up, fill holes, grade and resod all property areas damaged by construction operations, areas used for material storage or other construction purposes.

END OF SECTION

SECTION 01 77 19
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in the General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. When the Contractor considers the Work has reached Final Completion, submit written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and ready for the Architect's inspection.
- C. In addition to submittals required by the Conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments and the sum remaining due.
- D. The Architect will issue a final Change Order reflecting approved adjustments to the Contract not previously adjusted by Change Order, if and when applicable.

1.02 PROJECT RECORD DOCUMENTS

- A. Store documents separate from those used for construction. Documents to include one set of Contract Documents, all shop drawings, data sheets, addenda, job sketches, etc. issued or reviewed during the Contract period.
- B. Keep documents current. Make all entries in red ink. Do not permanently conceal any work until information has been recorded.
- C. At Contract Closeout, submit documents with transmittal letter containing date, Project title, the Contractor's name and address, list of documents, and the signature of the Contractor. Submit to Architect who will prepare final As-Built Drawings.

1.03 WARRANTIES AND BONDS

- A. Provide duplicate notarized copies. Execute the Contractor's submittals and assemble documents executed by Subcontractors, Suppliers and Manufacturers. Provide table of contents and assemble in a binder with durable plastic cover.
- B. Submit material prior to final Application for Payment. For items of work delayed materially beyond the date of Substantial Completion, provide updated submittal within 10 days after acceptance of the item, listing the date of acceptance of the item as the start of the warranty period.
- C. **GUARANTEE WARRANTY**
 - 1. The Contractor shall and does hereby warrant and/or guarantee the following:
 - a. For a period of 1 year from the date of completion as evidenced by the date of final acceptance of the work, the Contractor does warrant all work performed by him under the contract and for which guarantees are required in sections of these specifications.
 - b. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Owner.
 - c. Where guarantees or warranties are written in any section of these specifications or in the manufacturers' literature for longer terms, such longer terms shall apply.

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective Demolition as shown on drawings.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 Rough Carpentry

1.03 SUBMITTALS

- A. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.

1.04 JOB CONDITIONS

- A. Protections: Provide temporary barricades and other forms of protection to protect personnel and general public from injury due to demolition work.
- B. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- C. Traffic: Conduct demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- D. Utility Services: Maintain existing utilities and protect them against damage during demolition operations. General Contractor will be responsible for repair to any and all existing utility services. Utilities include but are not limited to: Sewer, Gas, Water, Electricity, Telephone and Cable.
- E. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with governing regulations.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.
- C. Remove other items as indicated on the drawings.
- D. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Provide, erect, and maintain temporary barriers and security devices.
 - 2. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 3. Do not close or obstruct roadways or sidewalks without prior authorization and/or required permit.

4. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Protect existing structures and other elements that are not to be removed.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- E. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- F. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- G. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 SELECTIVE DEMOLITION FOR 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 demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Verify that abandoned services serve only abandoned facilities before removal.
 3. 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.
- E. 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.
 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Remove and dispose of demolition debris in accordance with all regulatory requirements.

3.06 SALVAGE

- A. No site or building elements are expected to be salvaged.

END OF SECTION

SECTION 03 10 00 - CONCRETE FORMWORK AND FORM ACCESSORIES

PART 1 - GENERAL

1.01 DESCRIPTION

This section covers design, construction, and treatment of formwork to confine and shape concrete to the required dimensions.

1.02 REFERENCE STANDARDS

A. ACI STANDARDS

ACI 117

ACI 301

ACI 318

B. ASTM STANDARDS

A 185-02

A 615-04b

C31 – 03a

C39 – 03

D994 – 98

D1751 – 99

FS

FS-SS-S-00210

1.03 SUBMITTALS

- A. Formwork Release Agent: Submit data on the Formwork release agent proposed for use with each form surface to be used for acceptance unless otherwise specified in the Contract Documents.
- B. Shop Drawings: When required by Contract Documents, submit shop drawings for Formwork.
- C. Re-shoring: When re-shoring is permitted or required, submit for acceptance the plan of re-shoring procedures and operations in advance.
- D. Control Joints for slabs on grade: If control joints are not shown in slabs on grade on the structural plans, the Contractor is to submit a drawing showing the proposed joint locations to the Architect for approval. Unless otherwise noted on the plans, control joints shall be spaced at 13' - 0" on center each way and shall be no closer than 5' - 0" from grade beam centerlines. Controls can be formed cold joints or saw joints. If saw joints are used the depth shall be as shown on the plans or 25% of the total slab depth. Saw joints shall be installed as soon as the concrete has cured enough such that the saw will not leave an impression on the concrete.

- E. Control Joint Filler: Submit data on control joint filler to be used for acceptance.
- F. Construction Joints: If construction joints other than those indicated in the contract documents are desired, submit a request for acceptance.
- G. Vapor Barrier: Submit data on under-slab vapor barrier for acceptance.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Form-facing material shall be plywood, tempered concrete-form-grade hardboard, metal, plastic, paper or other acceptable material capable of producing the desired finish. Form-facing material shall produce a smooth, uniform texture on the concrete. Do not use form-facing material with raised grain, torn surfaces, worn edges, patches, dents, or other defects that will impair the texture of concrete surfaces.
- B. Formwork Accessories: Use commercially manufactured accessories for formwork accessories that are partially or wholly embedded in concrete, including ties and hangers. Do not use non-fabricated wire form ties. Where indicated in the Contract Documents, use form ties with integral water barrier plates in walls.
- C. Formwork Release Agents: Use commercially manufactured form release agents that will prevent formwork absorption of moisture, prevent bond with concrete, and not stain the concrete surfaces.
- D. Expansion Joint Filler: Pre-molded expansion joint filler shall conform to ASTM D994, ASTM D1751, or ASTM D1752.
- E. Control Joint Filler: Joint filler is to be either Euco Qwik Joint 200 manufactured by the Euclid Chemical Co., Joint Tite 750 manufactured by L & M Construction Chemicals, Inc., or Sikadur 51 SL manufactured by the Sika Corporation
- F. Other Embedded Items: Sleeves, inserts, anchors, and other embedded items shall be of the material and design indicated in the Contract Documents.
- G. Water Stops: Water stop materials shall be a single component, self-sealing adhesive compound, SF302 Synko-Flex water stop or an approved equal meeting the requirements of FS-SSS-210 and shall have a cross sectional area (as extruded) 1" x 1". Cross section (as installed) 5/8" x 1-1/2".
- H. Foam Board: Lightweight inert compressible materials with a minimum density of 0.70 pounds per cubic foot and a minimum compressive resistance at 1% minimum deformation of 320 pounds per square foot. Foam board shall cover the full width of the member above.
- I. Cardboard Form Boxes: Form boxes are double wall corrugated fiber boards, laminated with water resistant adhesives and impregnated with waterproofing agents. Assembled units shall be capable of safely supporting a sustained 350#/sq. ft. for a minimum of thirty-six (36) hours after concrete has been placed. Provide all accessories to prevent concrete intrusion into the form boxes. Assemble per manufacturer's recommendations.
- J. Unless otherwise specified, provide minimum 15 mil vapor barrier under building slabs similar to WR Meadows Sealtight Perminator or Stego Wrap Vapor Barrier. Seal vapor barrier joints with tape as required by manufacturer.

2.02 PERFORMANCE AND DESIGN REQUIREMENTS

- A. Design and engineering of formwork shall be the responsibility of the Contractor. When required by the Contract Documents, design of formwork and preparation of formwork drawings shall be under the supervision of a professional engineer registered in the state where the work will be done.
- B. Design formwork for construction loads, lateral pressure, and requirements of the applicable building code. Design formwork to withstand the pressure resulting from placement and vibration of concrete and to maintain specified tolerances.
- C. Do not use earth cuts as forms for vertical or sloping surfaces unless required or permitted by the Contract Documents.
- D. Maximum deflection of facing materials reflected on concrete surfaces exposed to view shall be $1/240$ of the span between structural members of the formwork except for architectural concrete.
- E. Locate and detail formed joints to the following requirements:

Locate and form construction joints that least impair strength of the structure, and submit information for acceptance of proposed location and treatment of construction joints that are not indicated on the project drawings. In general, locate construction joints near the middle of the spans of slabs, beams, and girders. When a beam intersects a girder at this joint, the joint in the girder shall be offset a distance equal to or greater than twice the width of the beam. Located joints in walls and columns at the underside of floors, slabs, beams, or girders and at the tops of footings or floor slabs. Make joints perpendicular to the main reinforcement.

- F. Provide saw cut control joints in slabs on grade spaced at 12' - 6" maximum centers in both directions unless they are shown otherwise on the plans. Sawing is to begin as soon as the surface is firm enough so that it will not be torn or damaged by the blade.
- G. For smooth form finish, arrangement of the facing material shall be orderly and symmetrical, with the number of seams kept to a practical minimum. Support facing material with studs or other backing capable of preventing excessive deflection within the tolerances specified.

2.03 FABRICATION AND MANUFACTURE

- A. Formwork shall be tight to prevent loss of mortar from concrete. Provide watertight formwork when architectural concrete is specified.
- B. Place $3/4$ " minimum chamfer strips in the corners of formwork to produce beveled edges on permanently exposed surfaces unless otherwise specified. Do not bevel re-entrant corners of edges of formed joints of concrete unless specified in the Contract Documents.
- C. Provide temporary openings at the base of column and wall formwork and at other points where necessary to facilitate cleaning and inspection. Clean and inspect immediately before concrete is placed.
- D. Fabricate form ties so ends or end fasteners can be removed, terminate the embedded portion of ties not less than (2) diameters, or twice the minimum cross-section dimension of the ties, from the formed concrete surface. In no case shall this distance be less than $3/4$ ".
- E. Locate water stops in joints where indicated on the Contract Documents. Use pieces of pre-molded water stop with a maximum practicable length to hold the number of end joints to a minimum. Make joints in water stops in accordance with the manufacturer's recommendations. Ensure that joints develop effective water tightness equal to the continuous water stop material, permanently develop

not less than 50% of the mechanical strength of the parent section, and permanently retain flexibility.

PART 3 - EXECUTION

3.01 CONSTRUCTION AND ERECTION OF FORMWORK

- A. At construction joints, lap contact surface of the form sheathing for flush surfaces exposed to view over the hardened concrete in the previous placement by not more than 1". Ensure formwork is held firmly against hardened concrete to prevent offsets or loss of mortar at construction joints and to maintain a true surface.
- B. Unless specified in the Contract Documents, construct formwork so concrete surfaces conform to tolerance limits of ACI 117. The class of surface for offset between adjacent pieces of formwork facing material shall be Class C in accordance with ACI 117, unless otherwise specified.
- C. Provide positive means of adjustment (wedges or jacks) of shores and struts. Do not make adjustments in the formwork after concrete has taken its initial set. Brace formwork securely against lateral deflection and lateral instability.
- D. To maintain specified tolerances, camber formwork to compensate for anticipated deflections in formwork prior to hardening of concrete. Set formwork and intermediate screed strips for slabs accurately to produce designated elevations and contours of the finished surface prior to removal of formwork. Ensure that edge forms and screed strips are sufficiently strong to support vibrating screeds or roller pipe screeds when the finish specified requires the use of such equipment.
- E. When formwork is cambered, set screeds to a like camber to maintain required concrete thickness.
- F. Fasten form wedges in place after final adjustment of forms and prior to concrete placement.
- G. Anchor formwork to shores, supporting surfaces, or members to prevent upward or lateral movement of the formwork system during concrete placement.
- H. Construct formwork for wall openings to facilitate removal and to counteract swelling of wood formwork.
- I. Provide runways for moving equipment and support runways directly on the formwork or structural member without resting on the reinforcing steel.
- J. Place sleeves, inserts, anchors, and embedded items required for adjoining work or for support of adjoining work prior to concrete placement.
- K. Position and support expansion joint material, water stops, and other embedded items to prevent displacement. Fill voids in sleeves, inserts, and anchor slots temporarily with readily removable material to prevent entry of concrete into voids.
- L. Clean surfaces of formwork and embedded materials of mortar, grout, and foreign material before concrete is placed.
- M. Cover surfaces of formwork with acceptable formwork release agent. Apply form release agent before placing reinforcing steel and concrete. A field-applied formwork release agent or sealer of an acceptable type or an acceptable factory-applied non-absorptive liner may be used. Do not allow formwork release agent to puddle in the forms. Do not allow formwork release agents to contact reinforcing steel or hardened concrete against which fresh concrete is to be placed.

3.02 REMOVAL FOR FORMWORK

- A. When finishing is required, remove forms as soon as removal operations will not damage concrete.
- B. Remove top forms on sloping surfaces of concrete as soon as removal will not allow concrete to sag. Perform needed repairs or treatment required at once and follow immediately with specified curing.
- C. Loosen wood formwork for wall openings when this can be accomplished without causing damage to concrete.
- D. Do not allow removal of formwork for columns, walls, sides of beams, and other parts not supporting the weight of the concrete to damage the concrete. Perform needed repair and treatment required on vertical surfaces at once and follow immediately with specified curing.
- E. Unless otherwise specified, leave formwork and shoring in place to support the weight of concrete in beams, slabs, and in place structural members until concrete has reached the specified compressive strength, f_c , or for no less than fourteen (14) days. If a lower compressive strength is proposed for removal for formwork and shoring, submit detail plans for review and acceptance, unless otherwise specified. When shores and other vertical supports are arranged to allow the form facing material to be removed without loosening or disturbing the shores and supports, the facing material may be removed after cumulative curing at not less than 50° F for twenty-four (24) hours after placing concrete, provided the concrete is sufficiently hard to not be damaged by form removal, and provided curing operations are maintained.
- F. Construct formwork to permit easy removal.

3.03 RESHORING

- A. When re-shoring is permitted or required, submit for acceptance a plan of re-shoring procedures and operations prior to their use.
- B. While re-shoring is under way, do not permit any construction load on new construction.
- C. During re-shoring, do not allow concrete in beam, slab, column, or any structural member to be loaded with combined dead and construction loads in excess of the loads permitted by the Architect/Engineer for the concrete compressive strength at the time of re-shoring.
- D. Place re-shores in sequence with stripping operation.
- E. Tighten re-shores to carry the required loads without over-stressing the concrete members. Leave re-shores in place until tests indicate that the concrete compressive strength has attained the minimum value specified.
- F. For floors supporting shores under newly placed concrete, leave in place the original supporting shores or re-shore. The shoring or re-shoring system and the supporting slabs shall have capabilities sufficient to resist the anticipated loads. Re-shores shall be located directly under a shore position.
- G. In multi-story buildings, extend re-shoring over a sufficient number of stories, two (2) stories minimum to distribute the weight of newly placed concrete, forms, and construction live loads.

3.04 STRENGTH OF CONCRETE REQUIRED FOR REMOVAL OF FORMWORK

When removal of formwork or re-shoring is based on concrete reaching a specified compressive strength, concrete will be presumed to have reached this strength when test cylinders, field cured along with the

concrete they represent, have reached the compressive strength specified for removal of formwork or re-shoring. Mold cylinders in accordance with ASTM C 31, and cure them under the same conditions for moisture and temperatures as used for the concrete they represent. Test cylinders in accordance with ASTM C 39.

3.05 FIELD QUALITY CONTROL

- A. Establish and maintain controls and bench marks in an undisturbed condition until final completion and acceptance of the project.
- B. Variations from plumb and designated building lines shall not exceed the tolerances specified in ACI 117.

END OF SECTION

SECTION 03 20 00 - CONCRETE REINFORCEMENT AND REINFORCEMENT SUPPORTS

PART 1 - DESCRIPTION

1.01 DESCRIPTION

This section covers materials, fabrication, placement and tolerances of reinforcement and reinforcement accessories.

1.02 REFERENCE STANDARDS

A. ACI STANDARDS

ACI 117

ACI 301

ACI 318

B. ASTM STANDARDS

A 185-02

A 615-04b

1.03 SUBMITTALS, DATA AND DRAWINGS

Unless otherwise required by Contract Documents, submit the following data and drawings for review and acceptance before fabrication and execution in accordance with the General Requirements of this project.

- A. Placing Drawings: Submit placing drawings showing fabrication dimensions and locations for placement of reinforcement and reinforcement supports.
- B. Splices: Submit a list and request to use splices not indicated in Contract Documents.
- C. Mechanical Connections: Submit request for the use of mechanical connections not shown on the Project Drawings.
- D. Field Bending: Submit requests and procedure to field bend or straighten reinforcement partially embedded in concrete.

1.04 MATERIALS DELIVERY, STORAGE, AND HANDLING

Prevent bending, coating with earth, oil, or other material, or otherwise damaging the reinforcement.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing Bars: Bars used as reinforcement shall be deformed except spirals and welded wire fabric, which may be plain. Reinforcement shall be ASTM A 615 Grade 60. Provide weldable Grade 60 reinforcement where bars are called for or required to be welded.

- B. Welded Wire Fabric: ASTM A 185, with welded intersections spaced not farther apart than twelve (12) inches in the direction of principal reinforcement.
- C. Wire Reinforcement Supports: Unless otherwise specified or permitted, use wire reinforcement supports complying with Class 1, maximum protection, or Class 2, moderate protection as indicated in Chapter 3 - Bar Supports of the CRSI Manual of Standard Practice.
- D. Unless otherwise noted, provide corner bars at all bar intersections. Corner bars shall be the same size as the larger of the intersecting bars and each leg shall be forty-four (44) bar diameters in length.

2.02 FABRICATION

Bend all reinforcement cold unless heating is permitted. Fabricate reinforcement in accordance with fabricating tolerances of ACI 117.

PART 3 - EXECUTION

3.01 PREPARATION

When concrete is placed, all reinforcement shall be free of materials deleterious to bond. Reinforcement with rust, mill scale, or a combination of both will be considered satisfactory provided the minimum nominal dimensions, nominal weight, and the minimum average height of deformations of a hand-wire-brushed test specimen are not less than the applicable ASTM specification requirements.

3.02 PLACEMENT

- A. Tolerances: Place, support, and fasten reinforcement as shown on the Project Drawings. Do not exceed the placing tolerances specified in ACI 117 before concrete is placed. Placing tolerances shall not reduce cover requirements except as specified in ACI 117.
- B. Reinforcement Relocation: When necessary to move reinforcement beyond the specified placing tolerances to avoid interference with other reinforcement, conduits, or embedded items, submit the resulting arrangement of reinforcement for acceptance.
- C. Concrete Cover: Minimum concrete cover for reinforcement shall be in accordance with the latest edition of ACI 318 - BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.

Tolerances on minimum concrete cover shall meet the requirements of ACI 117.

- D. Reinforcement supports: Unless otherwise permitted:
 - 1. Place reinforcement supported from the ground or mud mat on precast concrete reinforcement supports.
 - 2. Place reinforcement supported from formwork on reinforcement supports made of concrete, metal, or plastic.
- E. Welded wire fabric: For slabs on grade, extend welded wire fabric to within two (2) inches of the concrete edge. Lap edges and ends of fabric sheets a minimum of one (1) mesh spacing. Welded wire fabric may extend through contraction joints only where permitted. Support welded wire fabric during placing of concrete to assure required positioning in the slab. Do not place welded wire fabric on grade and subsequently raise into position in concrete.

- F. Column dowels: Furnish and use templates for placement of column dowels unless otherwise permitted.
- G. Make splices as indicated on the Project Drawings unless otherwise permitted. Mechanical connections for reinforcement not shown on the Project Drawings may be used when accepted.
- H. Field bending or straightening: When permitted, bend or straighten reinforcement partially embedded in concrete in accordance with the following procedures.

Reinforcing bar sizes No. 3 through No. 5 may be bent cold the first time provided reinforcing bar temperature is above 32° F.

- I. Minimum inside bend diameters shall be six (6) bar diameters for No. 3 through No. 8 bars, eight (8) bar diameters for No. 9 through No. 11 bars, and ten (10) bar diameters for No. 14 and No. 18 bars. In addition, beginning of the bend shall not be closer to the concrete surface than the minimum diameter of bend.
- J. Field cutting of reinforcement: Reinforcement shall not be cut in the field except when specifically permitted.
- K. Reinforcement through expansion joint: Do not continue reinforcement or other embedded metal items bonded to concrete through expansion joints. Dowels bonded on only one (1) side of a joint and water stops may extend through the joint.

END OF SECTION

SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

PART 1 – GENERAL REQUIREMENTS

1.01 DESCRIPTION

A. Provide all labor, materials, equipment, and services necessary to furnish, place, and finish all cast-in-place concrete shown on the drawings and specified herein.

1.02 REFERENCES

The following standards, as applicable, form part of this specification:

1. American Concrete Institute (ACI):

- ACI 301: Specifications for Structural Concrete
- ACI 117: Specifications for Tolerances for Concrete Construction and Materials
- ACI 318: Building Code Requirements for Structural Concrete
- ACI 305: Hot Weather Concreting
- ACI 306: Cold Weather Concreting

2. ASTM International:

- ASTM C31: Making and Curing Concrete Test Specimens in the Field
- ASTM C33: Concrete Aggregates
- ASTM C39: Compressive Strength of Cylindrical Concrete Specimens
- ASTM C94: Ready-Mixed Concrete
- ASTM C138: Unit Weight, Yield, and Air Content (Gravimetric)
- ASTM C143: Slump of Hydraulic Cement Concrete
- ASTM C150: Portland Cement
- ASTM C171: Sheet Materials for Curing Concrete
- ASTM C172: Sampling Freshly Mixed Concrete
- ASTM C173: Air Content of Freshly Mixed Concrete by the Volumetric Method
- ASTM C231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C260: Air-Entraining Admixtures
- ASTM C309: Liquid Membrane-Forming Compounds for Curing Concrete
- ASTM C494: Chemical Admixtures
- ASTM C595: Blended Hydraulic Cements
- ASTM C618: Fly Ash and Natural Pozzolans for Use in Concrete
- ASTM C989: Ground Granulated Blast-Furnace Slag
- ASTM C1017: Chemical Admixtures for Flowing Concrete

1.03 SUBMITTALS

A. Submit all required information digitally in PDF format for review and record. Submittals shall include the following:

1. Product data for cementitious materials, aggregates, admixtures, curing compounds, and other materials.
2. Concrete mix designs including proportions by weight, water-cementitious material ratio, expected slump, air content, and target 28-day compressive strength.
3. Test reports verifying mix design performance.
4. Certificates of compliance for admixtures, fly ash, and aggregates.

1.04 QUALITY ASSURANCE

- A. Concrete work shall conform to ACI 301 and ACI 318 unless otherwise specified.
- B. Testing laboratories shall meet ASTM C1077 requirements and be approved by the Engineer.
- C. Field sampling and testing shall be performed by an ACI Concrete Field Testing Technician – Grade I.
- D. The Contractor shall be responsible for quality of materials and workmanship regardless of testing performed by others.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original, unopened containers bearing manufacturer's labels.
- B. Protect cementitious materials and aggregates from contamination or moisture.
- C. Store admixtures per manufacturer's recommendations.

PART 2 – CONCRETE MIXTURES

2.01 MATERIALS

- A. Cementitious Materials:
 - 1. Portland Cement: ASTM C150, Type I or II.
 - 2. Fly Ash: ASTM C618, Class C only. Class F fly ash is not permitted.
 - 3. Ground Granulated Blast Furnace Slag: ASTM C989, Grade 100 or 120.
 - 4. Combination of cementitious materials may be used provided total replacement does not exceed 20 percent by weight of total cementitious material.
- B. Aggregates: ASTM C33. Provide uniform, well-graded aggregates from approved sources.
- C. Water: Clean, potable, and free from deleterious substances.
- D. Admixtures:
 - 1. Air-Entraining: ASTM C260.
 - 2. Water-Reducing or High-Range Water-Reducing (Superplasticizer): ASTM C494, Type A, F, or G.
 - 3. Retarding or Accelerating: ASTM C494, Type B or C as approved.
- E. Reinforcing Steel: ASTM A615, Grade 60, deformed bars.
- F. Vapor Barrier: ASTM E1745, Class A.

2.02 PERFORMANCE REQUIREMENTS

- A. Concrete mixtures shall comply with the following minimum requirements unless noted otherwise on drawings:
 - 3,000 psi concrete: max water-cement ratio = 0.50
 - 4,000 psi or higher: max water-cement ratio = 0.48
 - Air content: per ACI 301 Table 4.2.2.4 for exposure conditions.
 - Slump: 3" ±1" unless otherwise specified; up to 6" permitted with approved admixtures.
- B. Temperature of concrete at placement shall not exceed 90°F and shall not fall below 50°F during curing.
- C. Combined fly ash and slag content shall not exceed 20% of total cementitious material weight.
- D. Chloride ion content shall not exceed 0.30% by weight of cement.

2.03 MIX DESIGN SUBMITTALS

- A. Submit mix designs for each strength class of concrete. Include test data from trial batches per ACI 301 verifying compliance with specified requirements.
- B. No concrete shall be placed until mix designs have been reviewed and accepted.

PART 3 – EXECUTION

3.01 PLACEMENT

- A. Do not place concrete when surface water, snow, or ice is present in forms or on reinforcing steel.
- B. Convey and place concrete to prevent segregation or loss of material.
- C. Consolidate concrete using internal vibrators; do not use vibrators to move concrete laterally.
- D. Do not place concrete in lifts greater than 24 inches unless approved.
- E. Provide proper formwork, reinforcement, and embedded items prior to placement.

3.02 CURING AND PROTECTION

- A. Begin curing immediately after finishing using one or more of the following:
 - 1. Continuous moist curing for not less than 7 days.
 - 2. Curing compound conforming to ASTM C309 applied at rate not exceeding 200 ft²/gal.
- B. Protect fresh concrete from rapid drying, freezing, and mechanical injury during the curing period.
- C. Maintain curing temperature per ACI 301 and ACI 306 for cold weather concreting.

3.03 SURFACE REPAIRS AND TOLERANCES

- A. Repair tie holes and surface defects immediately after form removal in accordance with ACI 301 Section 5.3.7.
- B. Surfaces exposed to view shall be free from honeycombing, air pockets, or surface irregularities.
- C. Dimensional tolerances shall conform to ACI 117.

END OF SECTION 03 30 00

SECTION 04 05 11
MASONRY MORTARING AND GROUTING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Mortar for all unit masonry.
- B. Admixtures where scheduled.

1.02 RELATED WORK

- A. Masonry Work.
- B. Grouting of hollow metal frames.

1.03 SUBMITTALS

- A. Product Data: Include design mix and indicate whether the Proportion or Property specification of ASTM C270 is to be used.
- B. Samples: Submit two samples of mortar, illustrating mortar color and color range. Mortar shall match existing as close as possible.
- C. Manufacturer's Instructions: Submit packaged dry mortar manufacturer's installation instructions.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with requirements of ASTM C476 "Standard Specification for Grout for Masonry."

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

1.06 FIELD CONDITIONS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 MORTAR AND GROUT APPLICATIONS

- A. Mortar Mix Designs: ASTM C270, Property Specification.

2.02 MORTAR MATERIALS

- A. Masonry Cement: ASTM C 91, Type N. For veneer.
- B. Portland Cement: ASTM C150, Type I - Normal; color to match existing mortar color.
- C. Packaged Dry Mortar: commercially prepared type, ASTM C 387 "Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete", Type S for block, using gray color cement.
- D. Hydrated Lime: ASTM C 207 "Standard Specification for Hydrated Lime for Masonry Purposes", Type S.
- E. Quicklime: ASTM C 5 "Standard Specification for Quicklime for Structural Purposes", non-hydraulic type.
- F. Mortar Aggregate: standard masonry type, ASTM C 144 "Standard Specification for Aggregate for Masonry Mortar" , clean, dry and protected against dampness, freezing and foreign matter.
- G. Water: Clean and potable.

2.03 ADMIXTURES

- A. Plasticizer: water reducing type which reduces porosity and absorption to increase bond strength.
- B. Waterproofing: 2 lbs/bag of cement. Use at all exterior masonry and parging and other wet areas.
 - 1. Products:
 - a. Hydralite-Plus by A.C. Horn
 - b. Adsilmix by Anti-Hydro
 - c. Euco Integral Waterpeller by Euclid
 - d. Approved Equal

2.04 MORTAR MIX

- A. Provide minimum 1800 psi mortar
- B. Mortar for Unit Masonry: ASTM C 270 "Standard Specification for Mortar for Unit Masonry", Property Specification.
 - 1. Exterior, loadbearing masonry: Type N.
 - 2. Exterior, non-loadbearing masonry: Type N.
 - 3. Pointing mortar: prehydrated type "N" . Minimum 750 psi.
- C. Provide mortar consisting of one part portland cement, 1/8 part hydrated lime, and two parts graded (80 mesh) aggregate, proportioned by volume. Add aluminum tristearate, calcium stearate, or ammonium stearate equal to 2 percent of portland cement by weight.
- D. Pre mixed: 1 part masonry cement and 3 parts sand by volume. Incorporate waterproofing admixture for exterior work.

PART 3 EXECUTION

3.01 MIXING MORTAR

- A. Thoroughly mix mortar ingredients in accordance with BIA MI-72 or ASTM C476, in quantities needed for immediate use.
- B. Do not use anti-freeze compounds to lower the freezing point of mortar.
- C. Use mortar within two hours of mixing at temperatures over 80 degrees F (26 degrees C), and two and one half hours at temperatures under 50 degrees F (10 degrees C).
- D. Re-tempering of mortar will not be permitted.

3.02 INSTALLATION

- A. Install mortar and grout to requirements of section(s) in which masonry is specified.

3.03 GROUTING

- A. Fully secure door frames prior to grouting.
- B. Verify door frames to be plumb and level after grouting.
- C. Low-Lift Grouting:
 - 1. Limit height of pours to 12 inches.
 - 2. Limit height of masonry to 16 inches above each pour.
 - 3. Pour grout only after vertical reinforcing is in place; place horizontal reinforcing as grout is poured. Prevent displacement of bars as grout is poured.
 - 4. Place grout for each pour continuously and consolidate immediately; do not interrupt pours for more than 1-1/2 hours.

END OF SECTION

SECTION 04 05 23
MASONRY ACCESORIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: All labor, materials, and equipment necessary to complete work specified herein.
- B. Related work specified elsewhere:
 - 1. Mortar.
 - 2. Veneer masonry.
 - 3. Caulking.

1.02 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in original sealed and labeled containers.
- B. Store products in clean area.
- C. Protect products from damage.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Compound:
 - 1. PSC Sure-Kleen 600 and 101.
 - 2. Standard Thoro-Clean.
 - 3. Euclid Murex.
 - 4. Approved equal.
- B. Wall Ties:
 - 1. Metal: Zinc or galvanized steel.
 - 2. Type: Corrugated.
 - 3. Gauge: 20.
 - 4. Width: 7/8" or as required.
 - 5. Length: 8" or as required.
- C. Wall Trusses:
 - 1. Galvanized ladder or truss type.
 - 2. 9 gauge min. main members.
 - 3. Proper width for full thickness of wall.
 - 4. Pre-fab corners and tees.
 - 5. Maximum length available.
 - 6. Laps as recommended by manufacturer.
 - 7. Dur-O-Wall, Keywall, Block-Lok or equal.
- D. Control Joint Gaskets:
 - 1. AA Wire Products AA 1000 Titewall - Rubber.
 - 2. Dur-O-Wall D/A2001 Rapid Control Joint - Rubber.
 - 3. Wire-Bond 2901 - rubber.
 - 4. Approved equal.
- E. Damp Course Flashing:
 - 1. 20 mil black PVC.
 - 2. Width 12" minimum.
- F. Column Anchors:
 - 1. Metal: Galvanized steel
 - 2. Type: 3/4" x 9" bent plate on column with 12 gauge triangle tie.
 - 3. Size: As required by condition.
- G. Mortar net drainage and vent system:

1. Weep vents

PART 3 - EXECUTION

3.01 INSTALLATION/PROCEDURE

- A. Wall Ties:
 1. Install wall ties where required for proper execution of work.
 2. Spacing: Every 16" horizontally and vertically.
 3. Screw attach through sheathing to metal studs.
 4. Imbed in new masonry.
 5. Bend to form drip low point sloping away from sheathing.
- B. Truss Ties:
 1. Install continuous in every second bed joint of all concrete masonry throughout and in the first 2 courses above and below all openings.
 2. Wall reinforcement shall be used to tie in abutting partitions.
- C. Lintels:
 1. Steel angles for brick veneer.
 2. Bear 8" minimum on ends.
 3. Place reinforcement prior to concrete.
- D. Control Joint Gaskets:
 1. Place in sash block as masonry is laid.
 2. Install in longest length possible.
- E. Damp Course Flashing:
 1. Install with full width across masonry ledge. Turn up wall and secure behind sheathing or into first block joint.
 2. Fold and tuck corners without tearing material.
 3. Lap joints in flashing 12 inches.
 4. Replace damaged material. Cut reglet as required and regrout into place.
- F. Column Anchors:
 1. Install to metal building frames as detailed or as recommended by manufacturer..
 2. Spacing to be 16" o.c. vertically.
 3. Weld or screw to columns.
- G. Cleaning:
 1. Allow masonry to cure for 30 days.
 2. Follow compound manufacturer's printed instructions and thoroughly wash down brick masonry with brushes.
 3. After cleaning, rinse with clear water.

END OF SECTION

SECTION 04 21 13
CLAY UNIT MASONRY

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Brick coursing at walls.
- B. Cut and fit for other sections of work.

1.02 RELATED WORK

- A. Mortar.
- B. Rough Carpentry.
- C. Flashing and Sheet Metal.
- D. Sealants.

1.03 QUALITY ASSURANCE

- A. Completed additions and new work shall match or exceed quality of existing work in place.

1.04 ENVIRONMENTAL REQUIREMENTS

- A. Maintain materials and surrounding air temperature to minimum 50 degrees F (10 degrees C) prior to, during and 48 hours after completion of masonry work.
- B. During freezing or near freezing weather, provide adequate equipment or cover to maintain a minimum temperature of 50 degrees F (10 degrees C) and to protect masonry work completed or in progress. Conform to other requirements stated in Division 1.

1.05 PROTECTION

- A. Maintain protective boards at exposed external corners which may be damaged by construction activities. Provide such protection without damaging completed work.
- B. Keep expansion joint voids clear of mortar.
- C. Provide temporary bracing during erection of masonry work. Maintain in place until building structure provides permanent bracing.

PART 2 PRODUCTS

2.01 BRICK

- A. Salvage removed brick to patch as necessary by demolition and construction.

2.02 ACCEPTABLE BRICK MANUFACTURERS OR SUPPLIERS

- A. Acceptable Suppliers:
 - 1. Acme Brick Company.
 - 2. Acoustical Specialties & Supply.
 - 3. Cocreham Brick and Stone, Inc.
 - 4. McConnell Brick & Block, Inc.
 - 5. Approved equal.

2.03 MATERIALS

- A. Brick veneer units: Clay or shale base meeting ASTM C216, Type FBS, Grade SW. Colors will be selected from standard color line.
- B. Cleaning Agents
 - 1. Euclid.
 - 2. Sure Clean.
 - 3. Sonneborn.
 - 4. Approved equal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General:
 - 1. Masonry shall not be laid when the temperature of outside air is below 40 degrees F.
 - 2. Masonry work shall be laid true to dimensions and to lines, shall be plumb, level, in correct bond, and properly anchored.
 - 3. Joints shall be level, of uniform width, and shall not exceed the size specified herein.
 - 4. Vertical joints or exposed faces shall be spaced to line up plumb and true and joints shall be as uniform as the type of material will allow.
 - 5. Cut masonry units with a motor-driven masonry saw. Cuts shall be made completely through units rather than to score and break.
 - 6. Construct all necessary openings and chases for pipes, wiring, cabinets, etc.
- B. Laying Units:
 - 1. Each course shall be solidly bedded in mortar with running bond to match existing running bond and shall be either bonded into or anchored to the adjacent construction with metal anchors spaced not over 16" on center.
 - 2. Keep excess mortar out of wall cavity.
 - 3. DO NOT BLOCK LOWER DAMP COARSE AREA.
- C. Mortar Joints:
 - 1. Mortar joints shall match existing joints on width and profile.
 - 2. When the joints in masonry work have become thumbprint hard, joints are to be tooled "concave" or if approved by Architect to match existing work. Jointing tools shall be of sufficient length to eliminate wavy lines in the horizontal joints.
- D. Cutting and Patching:
 - 1. Cutting and patching of masonry required to accommodate the work of other trades shall be performed by masonry mechanics.
 - 2. Where possible, full units of proper size shall be used in lieu of cut units.
- E. Inserts:
 - 1. Build in inserts for Work of other trades as required.
 - 2. See mechanical and electrical requirements.
- F. Weep Holes
 - 1. Masonry contractor is to ensure that all existing weep holes are cleaned out and set free of any obstruction. Provide ne weep holes in areas of new brick greater to 18" of running bond.

3.02 PROTECTION OF OTHER MATERIALS

- A. Take proper precautions to protect all surfaces over which or against Masonry Work occurs. The repair or replacement of any damaged surfaces caused by the delivery and installation of work included in this Section shall be paid for by the Masonry Subcontractor.

3.03 POINTING AND CLEANING

- A. Before completion of the Work, all defects in joints of exposed masonry surfaces shall be raked out as necessary, filled with mortar, and retooled.
- B. After mortar has set and hardened, brick shall be wetted and then cleaned with a solution of water and soap detergent applied with stiff fiber brushes, followed immediately by thorough rinsing with clean water.
- C. Surfaces still showing stain or discoloration shall be cleaned with an approved cleaning solution specified in 2.01 in strict accordance with the manufacturer's directions. Acid shall not be used without authorization by the Architect.
- D. All surfaces shall be left clean, free of mortar daubs, dirt, stain and discoloration, including scum from cleaning operations.

- E. Coordinate cleaning with Painting and Waterproofing Contractors to insure compatibility with paint and waterproofing.

3.04 CONSTRUCTION TOLERANCES

- A. Maximum variation from plumb in vertical lines and surfaces of columns, walls and corners:
 - 1. 1/4 inch in 10 ft.
 - 2. 3/8 inch in a story height not to exceed 20 ft.
 - 3. 1/2 inch in 40 ft.
- B. Maximum variation from plumb for external corners, expansion joints and other conspicuous lines:
 - 1. 1/4 inch in any story or 20 ft. maximum.
 - 2. 1/2 inch in 40 ft. or more.
- C. Maximum variation from level of grades for exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines:
 - 1. 1/4 inch in any bay or 20 ft. section.
 - 2. 1/2 inch in 40 ft. or more.

3.05 CLEAN-UP

- A. Remove all trash, debris, etc. caused by the work of this Section.

END OF SECTION

SECTION 05 50 10
MISCELLANEOUS METAL ITEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the following items:
 - 1. Expansion anchors.
 - 2. Nailing Plates.
 - 3. Toggle Bolts.
 - 4. Lag Screws Expansion shield.
 - 5. Self Tapping masonry screws.
 - 6. Steel Angles.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry.

1.03 SUBMITTALS

- A. Submit per Division 1, Section 01 33 23 - Shop Drawings, Product Data and Samples.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Simpson Strong tie
- B. Hilti
- C. USP Structural Connectors
- D. Hull Metal and Supply Company
- E. Equal

2.02 PLYWOOD CLIPS

- A. Hull Metal and Supply Company or Equal.
- B. Aluminum or Galvanized.
- C. Refer to Division 6 for installation.

PART 3 - EXECUTION

3.01 GENERAL

- A. General: Coordinate sizes of all connectors with sizes of each different framing members indicated on drawings.
- B. Plywood Clips:
 - 1. Install as directed by Architect or manufacturer to properly separate all plywood edges.
 - 2. Follow details and/or manufacturer's requirements for proper installation.
- C. Hurricane Clips, Joist, and Rafter Hanger, Nailing plates:
 - 1. Length of anchors must penetrate at a minimum 3/4 of the length of the concrete area in which is installed unless otherwise noted.
 - 2. Length and Diameter: As indicated on drawings.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Framing
- B. Prefabricated Wood I-Joists System
- C. Prefabricated Wood Beams
- D. Roof Sheathing
- E. Wall Sheathing
- F. Sub-Floor Sheathing
- G. Preservative Treatment of Wood

1.2 REFERENCE STANDARDS

- A. American Wood Preservers Association (AWPA).
- B. American Wood Preservers Bureau (AWPB):
 - a. AWPB LP-2, Standard for Softwood Lumber, Timber, and Plywood Pressure Treated with Water-borne Preservatives for ground contact use.
- C. Federal Specifications (FS):
 - a. FF-B-561C, Bolts, (Screw), Lag.
 - b. FF-B-575C, Bolts, hexagon and square.
 - c. FF-B-588C (1), Bolts, Toggle, and Expansive Sleeve, Screw.
 - d. FF-N-1058 (3), Nails, Wire, Brads, and Staples. INT AMD 4.
 - e. FF-S-111D, Screw, Wood.
- D. ASTM C1513-13 Standard for Specification for Steel Tapping Screws for Cold Form Steel Framing Connections.
- E. Product Standards (PS):
 - a. PS 1-74, Construction and Industrial Plywood.
 - b. PS 20-70, American Softwood Lumber Standard.
- F. Southern Pine Inspection Bureau (SPIB):
 - a. Standard Grading Rules for Southern Pine Lumber.

1.3 QUALITY ASSURANCE

- A. Lumber Grading Rules and Wood Species to be in conformance with PS 20.
- B. Grading rules of following associations apply to materials furnished under this section.
 - a. Southern Pine Inspection Bureau (SPIB).
 - b. West Coast Lumber Inspection Bureau (WCLIB).
 - c. Western Wood Products Association (WWPA).
- C. Plywood Grading Rules:
 - a. APA – the Engineered Wood Association.
 - b. Softwood Plywood-Construction and Industrial: PS 1.
 - c. Hardwood Plywood: PS 51.
- D. Grade Marks:
 - a. Identify lumber and plywood by official grade mark.
 - b. Lumber:
 - 1. Grade stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number of name, grade of lumber, species or species grouping or combination designation, rules under which graded where applicable, and condition of seasoning at time of manufacture.
 - 2. S-GRN: Unseasoned.
 - 3. S-DRY: Maximum 19% moisture content.
 - 4. MC-15 or KD: Maximum of 15% moisture content.
 - 5. Dense.
 - c. Softwood Plywood:
 - 1. Conforming to PS 1.
 - d. Hardwood Plywood: Appropriate grade mark of qualified inspection, testing, or grading agency.
- E. Requirements of Regulatory Agencies:
 - a. Preservative treated lumber and plywood: American Wood Preservers Bureau, Quality Mark.
 - b. Pressure treated material: American Wood Preservers Bureau Standards.
 - c. Span tables: National Forest Products Association.
 - d. Working Stresses: Softwood Lumber, National Design Specification, and National Forest Products Association.
- F. Compliance with the pertinent provisions of the Building Code having jurisdiction.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Immediately upon delivery to job site, place materials in area protected from weather.
- B. Store materials a minimum of 6 in. above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation.
- C. Do not store seasoned materials in wet or damp portions of building.
- D. Protect sheet materials from corners breaking and damaging surfaces, while unloading.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Lumber:
 - a. Dimensions:
 - 1. Specified lumber dimensions are nominal.
 - 2. Actual dimensions to conform to PS 20.
 - 2. Surfacing: Surface four sides (S4S), unless specified otherwise.
 - b. Framing Lumber:
 - 1. Light framing: plates, blocking, bracing, nailers and general utility purposes: No. 2 Southern Pine (Unless Otherwise Noted, UNO).
 - 2. Studs: Load bearing and non-load bearing No. 2 Southern Pine (UNO).
 - 3. Structural light framing: floor joists, rafters, ceiling joists, lintels and main framing: No. 2 Southern Pine (UNO).
- B. Wood I-Joists
 - a. Wood I-joists shall have solid sawn lumber or LVL flanges and oriented strand board (OSB) webs.
 - b. The top and bottom flanges shall be parallel, creating constant-depth joists.
 - c. The web-to-web joints of the I-joists shall be a square butt joint and shall conform to the manufacturer's quality control requirements.
 - d. The web-to-flange connection shall be a grooved connection and shall conform to the manufacturer's quality control requirements.
 - e. Web material for the I-joists shall be 3/8" or 7/16" thick OSB conforming to Exposure 1 requirements of PS-2.
 - f. Adhesives used in the fabrication of the I-joists shall comply to ASTM D2559.
- C. Prefabricated Wood Beams and Rim Boards
 - a. Prefabricated Wood Beams shall be constructed using Southern Pine or Douglas fir veneers, laminated in a press with all grain parallel with the length of the member.
 - b. Glues used in lamination are phenol formaldehyde and isocyanate exterior-type adhesives which comply with ASTM D2559.
 - c. Prefabricated Wood Beams shall have the following structural properties:
 - 1. Allowable bending stress = 3,100 psi
 - 2. Allowable horizontal shear stress = 285 psi
 - 3. Minimum Modulus of Elasticity = 2.0×10^6 psi
- D. Plywood:
 - a. Exterior graded plywood where edge or surface is permanently exposed to weather.
 - b. Roof sheathing: 3/4" thick APA, (The Engineered Wood Association) rated plywood sheathing exposure 1.
 - c. Wall sheathing: 5/8" thick (The Engineered Wood Association) rated plywood sheathing exposure)
 - d. Sub-Flooring: 3/4" thick tongue and groove APA (The Engineered Wood Association) rated Sturd-I-Floor exposure 1.
 - e. Mechanical equipment areas and attic walkways:
3/4" thick APA (The Engineered Wood Association) rated plywood sheathing exposure 1.
- E. Building Paper:

- a. Asphalt-saturated felt: ASTM D226, 15lb. non-perforated.
- F. Preservative Treated Wood Products:
 - a. Water-borne salt preservatives for painted, stained, or exposed natural wood product:
 - 1. AWPB LP-2, above ground application.
 - 2. AWPB LP-22, ground contact application.
 - 3. Lumber re-dried to maximum moisture content of 19% stamped "DRY".
- G. Rough Hardware:
 - a. Bolts: FS FF-B-575.
 - b. Nuts: FS FF-N-836.
 - c. Expansion shields: FS FF-B-561.
 - d. Lag screws and bolts: FS FF-B-561.
 - e. Toggle bolts: FS FF-B-588.
 - f. Wood screws: FS FF-S-111.
 - g. Nails and staples: FS FF-N-105.
 - h. Metal nailing discs:
 - 1. Flat caps, minimum 1 in. (25 mm) diameter.
 - 2. Minimum 30 ga. Sheet metal.
 - a. Formed to prevent dishing.
 - 3. Bell or cup shapes not acceptable.
 - i. Joist hangers: 18 ga. Zinc-coated steel.
 - 1. Metal cross bridging, 16 ga. Zinc-coated steel:
 - 2. Nailable type with two holes in each end.
 - 3. Compression type with prongs at each end.
 - j. Bar or strap anchors: ASTM A525, zinc-coated steel, 18 ga. minimum.
 - k. Plywood H-Clips – 18-20 gauge galvanized sheet metal.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Verify that surfaces to receive rough carpentry materials are prepared to required grades and dimensions.

3.2 INSTALLATION

- A. Stud Framing:
 - a. Plates and stud members:
 - 1. Provide single bottom plate and double top plates for load-bearing partitions, 2 in. thick by width of studs.
 - 2. Provide single bottom plates and single top plates for non-load bearing partitions, 2 in. thick by width of studs.
 - 3. Provide studs in continuous lengths without splices.
 - 4. Toenail studs to bottom plate and end nail to lower top plate.
 - 5. Overlap double top plates minimum of 6 in. at corners and intersections.
 - 6. Face nail upper top plate to lower top plate.
 - 7. Anchor bottom plate of exterior partitions to concrete structure with ½" diameter x10" long anchor bolts with 3" x 3" x ¼" steel plate with slotted holes, including locking nut space a maximum of 24" o.c., 1'-0" from corners (inside and outside) and 8" from openings.

8. Bottom plate of interior studs may be anchored with power driven studs spaced a maximum of 48" o.c.
 9. At corners and partition intersections for exterior walls, use 5 – 2"x6"s at 2"x6" walls and 4 – 2"x4"s at 2"x4" walls.
 10. Anchor studs abutting masonry or concrete with ½" anchor bolts spaced a maximum of 48" o.c.
 11. Double studs and headers at all framed openings.
 12. Space studs at 16" o.c. in load bearing partitions.
 13. Space studs in non-load bearing partitions at 16" o.c.
- b. Blocking:
1. Install a continuous horizontal row at mid-span of all floor framing unless noted otherwise (and) on the drawings.
 2. Install a continuous horizontal row at mid-height of all partitions unless noted otherwise (and) on the drawings.
 3. Install continuous blocking behind all horizontal joints in finish wall material.
 4. Wedge, align, and anchor blocking with countersunk bolts, washers and nuts, or nails.
 5. Locate blocking to facilitate installation of finishing materials, fixtures, specialty items, and trim.
- B. Miscellaneous Framing:
- a. Framing for mechanical and electrical work:
 - b. Frame members for passage of pipes and ducts to avoid cutting structural members.
 - c. Do not cut, notch, or bore framing members for passage of pipes or conduits without concurrence of Architect.
 - e. Reinforce framing members where damaged by cutting.
- C. Wood I-Joists:
- a. The design and installation of wood I-joists shall comply with Sections 4.1 through 4.12 of the ICC-ES Evaluation Report No. ESR-1144 which include allowable structural capacity, fasteners, web stiffeners, lateral support, holes in I-joist webs, duration of load, in-service moisture conditions, repetitive-member use, member spans, deflection, blocking panels and cantilevered joists.
 - b. Flanges of the I-joists shall not be cut or notched.
- D. Prefabricated Wood Beams and Rim Boards
- a. Prefabricated Wood Beams and Rim Boards shall be stored on stickers spaced a maximum of 15 feet apart.
 - b. Beams and rim boards shall be stored on a dry, level surface and protected from the weather.
 - c. Beams and rim boards shall be installed in accordance with the plans and in accordance with the manufacturer's installation guide.
 - d. Erection bracing shall be provided to assure adequate lateral support for the individual beam and the entire system until the sheathing material has been applied.
- E. Roof Sheathing:
- a. Plywood sheathing:
 1. Install plywood with face grain perpendicular to supports, with end joints over supports and staggered.

2. Provide 1/8" clearance at ends and edges of plywood sheathing with 18 – 20 gauge metal plywood clips.
3. Support edge joints by use of plywood H-clips.
4. At attachment to wood framing, secure with suitable fasteners 6 in. o.c. along panel edges and 12 in. o.c. at intermediate supports, unless otherwise noted (UON), or on the roof sheathing fastener schedule.

F. Wall Sheathing:

- a. Plywood Sheathing:
 1. Install with face grain horizontal or vertical.
 2. Install plywood clips per APA recommendations.
 3. At wood framing, nail 6 in. (152 mm) o.c. along panel edges and 12 in. (305 mm) o.c. at intermediate supports with 6d common nails for panels 1/2 in. (13 mm) thickness and 8d nails for greater thickness.
 4. Plywood sheathing to cold formed steel secure along panel edges @ 6" o.c. and 12" o.c. at intermediate supports with No. 8 x length required up to 5/8" thickness and No. 10 x length required for greater thickness. PPSD screw by Simpson Strong-Tie fastening systems or an approved equal.

G. Sub-Flooring Sheathing:

Install the APA glued floor system per APA application for glued floor systems and starting by placing panels with strength axis perpendicular to floor joists system with staggered panel ends.

- a. The panel tongue and groove joints shall also be glued.
- b. Fasteners shall be 6" o.c. along panel ends, edges at each intermediate joists and 12" o.c. in field of sub-floor over intermediate joists, minimum size fasteners 8d ring shank or screw shank.

H. Pressure-Treated Wood Products:

- a. Provide pressure-treated wood for all framing, blocking, furring, nailing strips built into exterior masonry walls, wood in contact with concrete and in conjunction with gravel stops and built-up roofing.
- b. Apply two brush coats of same preservative used in original treatment to all sawed or cut surfaces of treated lumber.

3.3 PROTECTION

- A. Protect wood decking with protective waterproof covering until roofing has been installed.

END OF SECTION 06 10 00

SECTION 06 17 53

SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood roof trusses.
 - 2. Wood girder trusses.

1.2 ACTION SUBMITTALS

- A. Product Data: For metal-plate connectors, metal truss accessories, and fasteners.
- B. Shop Drawings: Show fabrication and installation details for trusses.
 - 1. Show location, pitch, span, camber, configuration, and spacing for each type of truss required.
 - 2. Indicate locations of permanent bracing required to prevent buckling of individual truss members due to design loads.
 - 3. Indicate locations, sizes, and materials for permanent bracing required to prevent buckling of individual truss members due to design loads.
 - 4. Indicate type, size, material, finish, design values, orientation, and location of metal connector plates.
 - 5. Show splice details and bearing details.
- C. Delegated-Design Submittal: For metal-plate-connected wood trusses indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For metal-plate-connected wood trusses, signed by officer of truss-fabricating firm.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Metal-plate connectors.
 - 2. Metal truss accessories.

1.4 QUALITY ASSURANCE

- A. Metal Connector-Plate Manufacturer Qualifications: A manufacturer that is a member of TPI and that complies with quality-control procedures in TPI 1 for manufacture of connector plates.

1. Manufacturer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Fabricator Qualifications: Shop that participates in a recognized quality-assurance program, complies with quality-control procedures in TPI 1, and involves third-party inspection by an independent testing and inspecting agency acceptable to Architect and authorities having jurisdiction and is certified for chain of custody by an FSC-accredited certification body.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses to comply with recommendations in SBCA BCSI, "Building Component Safety Information: Guide to Good Practice for Handling, Installing, Restraining, & Bracing Metal Plate Connected Wood Trusses."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design metal-plate-connected wood trusses.
- B. Structural Performance: Metal-plate-connected wood trusses shall be capable of withstanding design loads within limits and under conditions indicated. Comply with requirements in TPI 1.
- C. Comply with applicable requirements and recommendations of TPI 1, TPI DSB, and SBCA BCSI.
- D. Wood Structural Design Standard: Comply with applicable requirements in AF&PA's "National Design Specifications for Wood Construction" and its "Supplement."

2.2 DIMENSION LUMBER

- A. Lumber: DOC PS 20 and applicable rules of any rules-writing agency certified by the American Lumber Standard Committee (ALSC) Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Provide dry lumber with 19 percent maximum moisture content at time of dressing.
- B. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Section 061000 "Rough Carpentry."

2.3 METAL CONNECTOR PLATES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Alpine, a division of ITW Inc.
 2. MiTek Industries, Inc.

- B. Fabricate connector plates to comply with TPI 1.
- C. Hot-Dip Galvanized-Steel Sheet: ASTM A653/A653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 (Z180) coating designation; and not less than 0.036 inch (0.9 mm) thick.

2.4 FASTENERS

- A. Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Provide fasteners for use with metal framing anchors that comply with written recommendations of metal framing manufacturer.
 - 2. Where trusses are exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.
- B. Nails, Brads, and Staples: ASTM F1667.

2.5 METAL FRAMING ANCHORS AND ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Simpson Strong-Tie Co., Inc.
- B. Allowable design loads, as published by manufacturer, shall comply with or exceed those of products of manufacturers listed. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.
- C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 (Z180) coating designation.

2.6 FABRICATION

- A. Assemble truss members in design configuration indicated; use jigs or other means to ensure uniformity and accuracy of assembly, with joints closely fitted to comply with tolerances in TPI 1. Position members to produce design camber indicated.
 - 1. Fabricate wood trusses within manufacturing tolerances in TPI 1.
- B. Connect truss members by metal connector plates located and securely embedded simultaneously in both sides of wood members by air or hydraulic press.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wood trusses only after supporting construction is in place and is braced and secured.

- B. If trusses are delivered to Project site in more than one piece, assemble trusses before installing.
- C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.
- D. Install and brace trusses according to TPI recommendations and as indicated.
- E. Anchor trusses securely at bearing points; use metal truss tie-downs or floor truss hangers as applicable. Install fasteners through each fastener hole in metal framing anchors according to manufacturer's fastening schedules and written instructions.
- F. Securely connect each truss ply required for forming built-up girder trusses.
- G. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
 - 1. Install bracing to comply with Section 061000 "Rough Carpentry."
- H. Install wood trusses within installation tolerances in TPI 1.
- I. Do not alter trusses in field. Do not cut, drill, notch, or remove truss members.
- J. Replace wood trusses that are damaged or do not comply with requirements.

END OF SECTION 06 17 53

SECTION 06 20 00
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 06 41 00 - Architectural Wood Casework:
- C. Section 08 11 13 - Steel Door and Frames.
- D. Section 08 53 13 - Windows:

1.03 SUBMITTALS

- A. Comply with Section 01 33 23 - Shop Drawings, Product data and Samples.

1.04 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
- B. Installer Qualifications: Arrange for installation of finish carpentry by a firm that can demonstrate successful experience in installing finish carpentry items similar in type and quality to those required for this Project.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.
- B. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels. Provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.
- C. Do not deliver interior finish carpentry until environmental conditions meet requirements specified for installation areas. If finish carpentry must be stored in other than installation areas, store only in areas where environmental conditions meet requirements specified for installation areas.
- D. Comply with Division 1, Section 01 66 00 - Product Handling.

1.06 PROJECT CONDITIONS

- A. Environmental Conditions: Obtain and comply with finish carpentry manufacturer's and installer's coordinated advice for optimum temperature and humidity conditions for finish carpentry during its storage and installation.
- B. Weather Conditions: Proceed with finish carpentry only when existing and forecasted weather conditions will permit exterior finish carpentry to be installed in compliance with manufacturer's recommendations and when substrate is completely dry.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Lumber Standards: Comply with PS 20 "American Softwood Lumber Standard" for lumber and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.
- B. Plywood Standards: Comply with PS 1 "U.S. Product Standard for Construction and Industrial Plywood" for plywood and, for products not manufactured under PS 1, with APA PRP-108.
NOTE: NO PARTICLE BOARD OR FLAKEBOARD MAY BE INSTALLED ON THIS PROJECT IN ANY LOCATION unless specifically allowed within these specifications.

- C. Inspection Agencies: Inspection agencies and the abbreviations used to reference them with lumber grades and species include the following:
 - 1. RIS - Redwood Inspection Service.
 - 2. SPIB - Southern Pine Inspection Bureau.
 - 3. WWPA - Western Wood Products Association.
- D. Grade Stamps: Provide lumber with each piece factory-marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
 - 1. For exposed lumber furnish pieces with grade stamps applied to ends or back of each piece, or omit grade stamps entirely and provide certificates of grade compliance issued by inspection agency.
- E. Formaldehyde Emission Levels: Comply with formaldehyde emission requirements of each voluntary standard referenced below:
 - 1. Medium-Density Fiberboard: NPA 9.
 - 2. Hardwood Plywood: HPM A FE.
- F. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by authority having jurisdiction.

2.02 HARDWARE

- A. Hardware: Comply with BHMA A156.9.

2.03 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- C. Wood Moisture Content: Comply with requirements of specified inspection agencies and manufacturer's recommendations for moisture content of finish carpentry in relation to relative humidity conditions existing during time of fabrication and in installation areas. Provide finish carpentry with moisture content that is compatible with Project requirements.
- D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.
- C. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting installation and performance of finish carpentry. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Condition finish carpentry to average prevailing humidity conditions in installation areas before installation for a minimum of 24 hours unless longer conditioning recommended by manufacturer.
- C. Lumber for painted finish exposed on the exterior. Comply with requirements for surface preparation and application in Section "Painting."

3.03 INSTALLATION

- A. Set and secure materials and components in place, plumb and level.

- B. Do not use finish carpentry materials that are unsound, warped, bowed, twisted, improperly treated or finished, not adequately seasoned, or too small to fabricate with proper jointing arrangements.
 - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- C. Install finish carpentry plumb, level, true, and aligned with adjacent materials. Use concealed shims where required for alignment.
 - 1. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Install to tolerance of 1/8 inch in 8 feet for plumb and level. Install adjoining finish carpentry with 1/16 inch maximum offset for flush installation and 1/8 inch maximum offset for reveal installation.
 - 3. Coordinate finish carpentry with materials and systems that may be in or adjacent to standing and running trim and rails. Provide cutouts for mechanical and electrical items that penetrate exposed surfaces of trim and rails.
 - 4. Finish in accordance with specified requirements.

3.04 TOLERANCES

- A. Fabricate finish carpentry to dimensions, profiles and details indicated. Ease edges to radius indicated for the following:
 - 1. Lumber less than 1 inch in nominal thickness: 1/16 inch.
 - 2. Lumber 1 inch or more in nominal thickness: 1/8 inch.

END OF SECTION

SECTION 06 41 00
ARCHITECTURAL WOOD CASEWORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Modular wood casework, including base, wall cabinets, and associated trims.
- B. Cabinet hardware and accessories.
- C. Decorative plastic laminate and solid surface countertops.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 – Rough Carpentry: Support framing and blocking for casework.
- B. Section 06 20 00 – Finish Carpentry: Finish trim and molding related to casework.
- C. Section 08 53 00 – Windows:

1.03 REFERENCES

- A. HUD Housing Quality Standards (HQS) for casework and cabinetry.
- B. AWI (Architectural Woodwork Institute) Quality Standards.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Indicate cabinet construction, dimensions, joinery, hardware, finishes, and installation details.
- C. Samples: Submit samples of proposed laminates and solid surface materials for approval.
- D. Certifications: AWI QCP certification, if project requires compliance with Architectural Woodwork Standards (AWS).

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: Minimum 5 years of experience producing similar wood casework; AWI certification preferred.
- B. Installer Qualifications: Company with experience installing casework of similar scope and complexity.
- C. Standards Compliance: Fabricate in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, latest edition.
- D. Mockups: Provide sample cabinet unit if required by Architect for approval.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect casework from physical damage, soiling, and moisture.
- B. Do not deliver until wet trades are complete and installation areas are clean, dry, and properly conditioned.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Wood: Select hardwood or veneer species as indicated on drawings; kiln-dried, defect-free.
- B. Casework must comply with HUD HQS durability requirements for multi-family residential housing.
- C. All materials shall be heavy-duty grade suitable for long-term use and residential occupancy.

2.02 HARDWARE

- A. Drawer Slides: Full extension, heavy-duty metal slides rated for residential use.
- B. Pull Hardware: Manufacturer's standard heavy-duty pulls, finish as selected by Architect/Owner.
- C. Hinges: Heavy-duty, soft close, concealed or semi-concealed hinges, with minimum 5-year warranty.

2.03 FABRICATION

- A. Construct casework per AWI Premium Grade standards unless otherwise noted.
- B. Provide beveled edges on all casework doors, consistent and smooth finish.
- C. Assemble components in the shop where possible for quality control.
- D. Provide cutouts and reinforcement for hardware and accessories.

2.04 FINISHES

- A. Provide finish as specified or approved by Architect; smooth, durable, and resistant to household wear.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify supporting framing and blocking are in place and adequate.
- B. Inspect adjoining surfaces and confirm conditions are ready for installation.

3.02 INSTALLATION

- A. Install casework plumb, level, and securely anchored.
- B. Install full extension slides and pull hardware securely.
- C. Adjust doors and drawers for proper operation, alignment, and flush fit with 1/16" maximum offset tolerance.
- D. Protect installed casework until project completion.

3.03 ADJUSTING AND CLEANING

- A. Lubricate hardware and slides as recommended by manufacturer.
- B. Clean casework surfaces and touch up finishes as required.

END OF SECTION

SECTION 07 21 00
THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. All labor, materials and equipment necessary to complete work specified to provide batt, blanket and spray foam type insulations.
- B. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Supporting construction for batt insulation.
- B. Section 09 21 16 - Gypsum Board Assemblies: Acoustic insulation inside walls and partitions.

1.03 QUALITY ASSURANCE

- A. Requirements of Regulatory Agency:
 - 1. Louisiana State Fire Marshal and City Parish Permit Office.
 - 2. 2021 International Energy Conservation Code (IECC).
- B. Design Conditions per IECC 2021, Climate Zone 2:
 - 1. Ceilings - Thermal Resistance: R-38.
 - 2. Wood Frame Exterior Walls - Thermal Resistance: Minimum R-13.
 - 3. Fenestration U-Factor: Maximum 0.40.
 - 4. Fenestration SHGC (Solar Heat Gain Coefficient): Maximum 0.25.
 - 5. Ducts ≥ 3 " diameter: R-8; Ducts < 3 " : R-6.
 - 6. Blower Door Test (required after July 1, 2024): ≤ 7 ACH50.
- C. Testing:
 - 1. R-Value ASTM C518.
 - a. Surface Burning Characteristics ASTM E84, twenty-five (25) less flame spread.
 - b. Perm Rating ASTM E96.

1.04 SUBMITTALS

- A. Comply with Section 01 33 23 - Shop Drawings, Product Data and Samples.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.
- B. Protection:
 - 1. Protect adjoining work during installation.
 - 2. Protect installed products until contract acceptance.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermal Insulation:
 - 1. U.S. Gypsum.
 - 2. Celotex.
 - 3. International Cellulose Corp.

4. UCSC.
5. Henry Company.
6. Equal as submitted by General Contractor and approved by Architect.

2.02 APPLICATIONS

- A. Insulation in Wood Framed Walls: Batt insulation with separate vapor retarder.
- B. Insulation in Wood Framed Ceiling Structure: Batt insulation with separate vapor retarder.

2.03 BATT INSULATION MATERIALS

- A. Glass Fiber Batt Insulation - Walls: Flexible preformed batt or blanket, complying with ASTM C 665; friction fit.
 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 2. Smoke Developed Index: 50 or less, when tested in accordance with ASTM E84.
 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 4. Type II, Class C.
 5. Thermal Resistance: R-value of 21.
 6. Facing: Aluminum foil, one side for walls.
- B. Glass Fiber Batt Insulation - Ceiling: Flexible preformed batt or blanket, complying with ASTM C 665; friction fit. Blown option will be acceptable to comply with all requirements described
 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E 84.
 2. Smoke Developed Index: 50 or less, when tested in accordance with ASTM E 84.
 3. Combustibility: Non-combustible, when tested in accordance with ASTM E 136.
 4. Type II, Class C.
 5. Thermal Resistance: R of 38.
 6. Facing: Unfaced.
- C. Batt Insulation: ASTM C665, preformed glass fiber batts, friction fit, conforming to the following:
 1. Unfaced (sound attenuating) at interior demising walls, as indicated on drawings.
 2. Thicknesses; verify, as indicated on drawings.
 3. Manufacturers:
 - a. John Manville
 - b. Owens Corning
 - c. Approved Equal
- D. Closed Cell around windows, Polyurethane Spray Foam, 3" min.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of irregularities or materials or substances that may impede adhesive bond.

3.02 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Cut and fit snugly around pipes, conduits and outlet boxes maintaining a continuous barrier over surface to be insulated.
- F. Patch and seal punctures, tears or voids in integral vapor barrier.
- G. Replace any area damaged by installation of mechanical and electrical work.

- H. Remove excess materials, litter and debris, leaving areas in a clean condition.
- I. At wood framing, place vapor retarder on warm side of insulation by stapling at 6 inches on center. Lap and seal sheet retarder joints over member face.
- J. Tape seal tears or cuts in vapor retarder.
- K. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

3.03 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

SECTION 07 26 13
VAPOR RETARDERS/AIR INFILTRATION BARRIER

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Moisture barrier over fill under poured in place concrete.
- B. Apply after termite treatment is completed and prior to placement of reinforcement steel.
- C. Install air infiltration/ weather barrier to exterior building sheathing.

PART 2 PRODUCTS

2.01 VAPOR RETARDER

- A. 15 mil, black polyethylene film.
- B. 20 foot minimum width, 40 foot maximum width x maximum length available.
- C. Vinyl tape, 2" minimum width.

2.02 AIR INFILTRATION BARRIER

- A. Ice & Water Shield

PART 3 EXECUTION

3.01 APPLICATION OF VAPOR RETARDER

- A. Install with minimum 12" laps.
- B. Laps shall be placed in direction of spreading concrete.
- C. Tape all laps at 48" o.c. max.
- D. Tape all holes and tears prior to placement of concrete.

3.02 APPLICATION OF AIR INFILTRATION BARRIER

- A. Cover sheathing with air infiltration barrier as follows:
- B. Apply sheet to comply with manufacturer's printed directions.
- C. Tape all laps and joints, overlap 12" minimum

END OF SECTION

SECTION 07 31 12
FIBERGLASS SHINGLES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This Section includes Architectural Profile fiberglass shingles, underlayment felt and fastening products for pitched roofs.
- B. Removal of old shingles and felt on existing buildings scheduled for work in this project.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 6 Section "Rough Carpentry" for underlayment and wood framing.
 - 2. Division 7 Section "Flashing and Sheet Metal" for flashing, gutters, and other sheet metal work.
 - 3. Division 7 Section "Roof Specialties and Accessories" for ridgevents and other roof penetrations.

1.02 SUBMITTALS

- A. Comply with Division 1, Section 01 33 23- Shop Drawings, Product Data and Submittals.
- B. Samples: Submit minimum 4"x4" samples of shingle color indicating color range and finish texture/pattern; for color selection

1.03 QUALITY ASSURANCE

- A. Manufacturer in business for 10 years.
- B. Installer in business for 5 years and approved by manufacturer.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Division 1, Section 01 66 00- Product Handling.

1.05 PROJECT CONDITIONS

- A. Weather Conditions: Proceed with Work only when existing and forecasted weather conditions will permit Work to be installed in compliance with manufacturer's recommendations and when substrate is completely dry.
- B. A maximum of four (4) different colors will be selected by the Architect for this project as outlined on the bidding documents. Contractor, at the end of project, shall provide two (2) extra bundles OF EACH COLOR SELECTED, for owner storage and future matching and patching.

1.06 WARRANTY

- A. Special Project Warranty: Submit a written warranty, executed by manufacturer, agreeing to repair or replace fiberglass shingles that fail in materials or workmanship within the specified warranty period. Failures include, but are not limited to, deformation or deterioration of shingles beyond normal weathering. This warranty shall be in addition to, and not a limitation of, other rights the Owner may have against the Contractor under the Contract Documents.
 - 1. Warranty period is 25 years after date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide fiberglass shingles by one of the following:
 - 1. Malarkey, Certainteed, GAF, Tamko
 - 2. Approved Equal

2.02 FIBERGLASS SHINGLES

- A. Product shall be labeled "fungus and algae resistant", stanguard 5 warranty

- B. 25 year min. warranty.
- C. Self-sealing and have an approximate min. weight of 230 lbs./sq.
- D. Color shall be selected by Architect from manufacturer's standard color line of at least 7 choices.
- E. Rated Class "A" by Underwriters Laboratories.
- F. Hip and Ridge Shingles: Job-fabricated units cut from actual shingles used.

2.03 ACCESSORIES

- A. Felt Underlayment: No. 15; unperforated organic felt complying with ASTM D 226, Type II; 36 inches wide.
- B. Asphalt Plastic Cement: Nonasbestos fibrated asphalt cement complying with ASTM D 4586, designed for trowel application.
- C. Nails: Aluminum or hot-dip galvanized steel, 11- or 12-gage, sharp-pointed, conventional roofing nails with barbed shanks, minimum 3/8-inch-diameter head, and of sufficient length to penetrate 3/4 inch into solid decking or to penetrate through plywood sheathing. Material of nails in contact with flashing shall match materials selected for flashing to prevent galvanic action. Felt tacks shall have 1-1/2" min. head or washer. USE OF STAPLES IS NOT PERMITTED.
- D. Metal Drip Edge: Galvanized Steel, RE: Section 07600, brake-formed to provide 3-inch roof deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge. Furnish in lengths of 8 or 10 feet. Fabricate to angle of roof deck and angle of fascia.
- E. Metal Flashing: Galvanized Steel, RE: Section 07600, job-cut to sizes and configurations required.
- F. Valley flashing shall be preformed with inverted v profile at center of valley.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrate for compliance with requirements for substrates, installation tolerances, and other conditions affecting performance of Work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrates of projections and substances detrimental to application. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.
- B. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.
- C. All roof jacks at all penetrations except plumbing vents are to be replaced with new galvanized steel or aluminum jacks, no exceptions. Lead jacks are to be used at plumbing vents. Paint flat white or light gray.
- D. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.03 INSTALLATION

- A. Comply with manufacturer's installation instructions and recommendations, but not less than recommended by "The NRCA Steep Roofing Manual."
- B. Flashing: Install metal flashing as indicated and in accordance with details and recommendations of the "Asphalt Roofing" section of "The NRCA Steep Roofing Manual."
- C. Metal Drip Edge: Install with 1.5" Minimum Overlap.
- D. Felt Underlayment: Apply one layer of felt underlayment horizontally over entire surface to receive fiberglass shingles, lapping succeeding courses a minimum of 4 inches, end laps a

minimum of 4 inches, and hips and valleys a minimum of 6 inches. Fasten felt with sufficient number of felt tacks to hold underlayment in place until fiberglass shingle application.

- E. Install fiberglass shingles beginning at lower end with a starter strip of roll roofing or inverted shingles with tabs removed. Fasten shingles in pattern, with weather exposure, and using number of fasteners per shingle as recommended by manufacturer. Use vertical and horizontal chalk lines or premarked underlayment to ensure straight coursing.
 - 1. Cut and fit fiberglass shingles at ridges and edges to provide maximum weather protection. Provide same weather exposure at ridges as specified for roof. Lap shingles at ridges to shed water away from direction of prevailing wind. Fasteners at ridges shall be of sufficient length to penetrate sheathing as specified.
 - 2. Pattern: Follow manufacturer's instructions.
 - 3. Accessories: Install as per manufacture's printed instructions. See Section 07700. Paint flat white or light gray.
 - 4. Installation to provide minimum 70 mph wind warranty.

3.04 ADJUSTING

- A. Replace any damaged materials installed under this Section with new materials meeting specified requirements.
- B. Check all water heater and heater vent pipes for 1" clearance from roof deck and to insure that they are seated properly at the equipment connection.

3.05 CLEAN UP

- A. Contractor and roofing contractor shall do a clean up of the site on a daily basis. Contractor is to magnetically sweep all areas around building and assure that no roofing nails, materials, metal, etc are left on site.
- B. While work is performed, and in areas not inside a temporary safety enclosure, contractor must keep all areas free of debris, nails, shingles, etc and shall sweep magnetically for all roofing nails and metals to ensure safety of pedestrian traffic.

END OF SECTION

SECTION 07 52 00
MODIFIED BITUMEN MEMBRANE ROOFING SYSTEM

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Verifications: Prior to ordering materials, preparing shop drawings, or doing any work, verify at the site all dimensions and conditions which may affect work. No allowance for additional compensation will be considered for discrepancies between dimensions indicated on the drawings and actual field dimensions.
- B. Conflicts: Immediately refer any conflicts among requirements of these specifications and drawings, those of regulatory agencies, roofing membrane manufacturers recommendations and good roofing practices to the Owner's Representative for resolution.
- C. Deviations: In the event these Specifications deviate from the manufacturer's current specifications, these specifications prevail, except where they conflict with the manufacturer's requirements for the specified guarantee. In this case, the manufacturer's specifications prevail.
- D. Specification Amendments: Drawings, addenda and modifications may be issued subsequent to the printing of these Specifications. Ascertain that such amendments to these Specifications are workable alterations.
- E. Contractor Acceptance: Prior to the project start, ascertain that all aspects of these Specifications and possible modifications are workable and do not conflict with the manufacturer's requirements for the specified guarantee. Upon commencement of the work, it will be presumed that these Specifications and Drawings, addenda and modifications are satisfactory to both the Contractor and the Manufacturer in their entirety.
- F. Supplied Materials: Supply all materials of the roofing system, including accessory products. The bidding Contractor, by making his bid, represents that his bid price is based on the use of the materials listed in Part 2 Products. Refer to Part 1.03 Description of Work for specific use within each roofing assembly outlined.

1.02 RELATED REQUIREMENTS

- A. References in these specifications to standards, test methods, codes etc., are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.
 - 1. American Society of Testing Materials (ASTM), current annual edition, including product association standards.
 - 2. The National Roofing Contractors Association (NRCA), "THE ROOFING WATERPROOFING MANUAL", current edition.
 - 3. The National Roofing Contractors Association (NRCA), "Quality Control in the Application of Built-up roofing", current edition.
 - 4. The National Roofing Contractors Association (NRCA), "Guidelines for Roof Mounted Outdoor Air Conditioner Installation", current edition.
 - 5. The National Roofing Contractors Association (NRCA), "Energy Manual", current edition.
 - 6. The Sheet Metal and Air Conditioning Contractors National Association, Inc., (SMACNA), "ARCHITECTURAL SHEET METAL MANUAL", current edition.
 - 7. The National Roofing Contractors Association (NRCA), current edition, "Roofing Material Guide", for low or steep slope roofs.
 - 8. The Underwriters Laboratories, Inc. (UL), "Fire Resistance Directory (Volumes I and 2)", "Building Material Directory" and "Roofing Materials and Systems Directory", current annual editions.
 - 9. The Factory Mutual System (FM), Wind Resistance Design According to Applicable Loss "Approval Standard, Class I Roof Covers Class Number 4470", and Class I Insulated Steel Deck Roofs, Class Number 4450" with current supplements.
 - 10. The Manual of Low Slope Roofing Systems, current edition, C.W. Griffin.

1.03 SCOPE OF WORK

- A. It is the declared and acknowledged intention and meaning of these specifications to furnish and install new materials as required to provide a watertight roofing system over the existing structural concrete deck.
- B. The work will include the furnishing of all materials and equipment, and the performing of all labor required, whether or not specifically indicated by the specifications and drawings to provide a watertight roofing system.

1.04 DESCRIPTION OF WORK

- A. The basic work descriptions (components, layering and attachment methods) required in this specification are referenced below. See also Parts 2 & 3 for specific products, preparation, and application and details.
 - 1. **PROJECT TYPE- GENERAL USE:**
 - a. Office Building:
 - i. General Use: Commercial
 - 2. **DECK:**
 - i. Wood deck, use loose laid red rosin paper under poli-iso insulation
 - 3. **INSULATION AND PROTECTION LAYER:** (only as required)
 - a. Typical Field: Bottom Layer: Mechanically fastened Base Sheet.
 - b. At locations in existing lightweight not meeting 2" required thickness: Bottom Layer: Adhesive Applied base sheet. Attached as per manufacturer recommendations for integrity of roofing system warranty. Meeting required Wind Design Data and provide the required warranty.
 - i. Slope: 1/8" and 1/4" per foot
 - ii. Wind Design Data:
 - A. ASCE 7-16 Category II, 124 Vmph Wind Speed (Not in a Wind-borne Debris Region)
 - c. Top Layer: Only if manufacturer requires: Coverboard as per State Approved roofing manufacturer to meet local requirements and those required of the State Approved System.
 - 4. **SPECIFIED GUARANTEE:**
 - a. **20-Year Weathertightness Warranty.**

1.05 SUBMITTALS

- A. Provide the following after contract award and prior to work start:
 - 1. A list of all materials to be used.
 - 2. Product data from the roofing membrane manufacturer for the system proposed for use, including general recommendations and installation instructions.
 - 3. Shop drawings of all flashing details and related sheet metal work.
 - 4. Required certificates of insurance, performance bond, and labor and material payment bond as may be indicated in the bidding documents.
 - 5. A sample form of the State of Louisiana approved 20 year guarantee from the manufacturer. ALL products from the roof deck up shall be covered and considered the roofing system. A letter from the manufacturer stating acceptance of the installer of the roofing system. This form, list and letter shall be submitted to the Architect as a shop drawing and shall be reviewed for compliance with the specifications prior to scheduling and/or conducting the Preliminary Roofing Conference.
 - 6. The Roofing System Product Supplier shall furnish the Roofing Contractor with Material Safety Data Sheets (MSDS), incorporating OSHA approved from, current edition. 3 complete sets shall be provided – 1 to Architect, 1 to Owner and 1 shall be on the job site at all times until project completion.
 - 7. NOTE: Route all submittal in this item to the Designer for approval.
- B. Shop Drawings:
 - 1. Code for this building is International Building Code, 2021 Edition and ASCE 7-10.
 - 2. Tapered Insulation Shop Drawings: Showing plan locations of sloped areas at crickets and roof drains.

3. Installer Certification: Submit written certification from manufacturer of modified bituminous sheet roofing system certifying that Installer is certified by manufacturer in highest possible category (20-year warranty eligible) and approved to install products on this project with specified roofing system and warranty. Provide copy of certification to Architect before award of roofing work.
- C. Submittals prior to Project Close-Out:
1. Provide a certificate of analysis from the testing laboratory of the primary roofing materials manufacturer, confirming the physical and mechanical properties of the roofing membrane components. Testing shall be performed in accordance with the parameters published in ASTM D 5147 with the exception of the test for Resistance to Thermal Shock which shall be tested in accordance to the UEAtc Standard. These value/Unit results will indicate Quality Assurance / Quality Control data as required to meet the specified properties. A separate certificate of analysis is required for each production run of material and shall indicate the following information:
 - a. Material type
 - b. Lot number
 - c. Production date
 - d. Dimensions and Mass (indicate the lowest values recorded during the production run);
 - i. Roll Length
 - ii. Roll Width
 - iii. Selvage Width
 - iv. Total Thickness
 - v. Thickness at Selvage
 - vi. Weight
 - A. Physical and Mechanical Properties:
 - a. Low Temperature Flexibility
 - b. Breaking Load
 - c. Ultimate Elongation
 - d. Dimensional Stability
 - e. Compound Stability
 - f. Granule Embedment
 - g. Resistance to Thermal Shock (foil faced products)
 2. The Roofing Contractor shall furnish, at the end of the roofing work, as-built specifications and drawings including any change orders and shop drawings, particularly details, to the Designer in a 3-ring binder to be incorporated into the Users As-Built drawing package. Include in this documentation all roofing maintenance instructions, etc.
- D. Provide the following upon notice of final acceptance:
1. Two copies of the "Maintenance Agreement" specified in Item 1.13.
 2. Provide for the costs of "Maintenance Agreement" in the base bid.

1.06 PRIOR APPROVALS

A. SBS Manufacturer's and their materials are not subject to substitution during advertisement. The manufacturers listed in Specification Section 07 52 00-Modified Bitumen Membrane Roofing System have been previously reviewed and approved by the State. Manufacturers may contact DOA/FP&C to submit their product for review, requesting inclusion on the State's Approvals List for future projects.

1.07 PRE-ROOFING CONFERENCES-PRELIMINARY ROOFING CONFERENCE AND PRE-APPLICATION ROOFING CONFERENCE

1. Pre-Application Roofing Conference:

Scheduling and Purpose: A pre-roofing conference will be scheduled after all materials and the manufacturers Assembly Letter are delivered to the site, to review the requirements of the specifications and drawings, noting any potential problems and making any changes, deletions, or additions as deemed necessary. Also included in the discussions will be the

following: nature and availability of roofing materials; guarantee and submittal requirements; scheduling and weather conditions; regulatory requirements; protection of building, building components, and completed roof system; proposed installation procedures; and any additional items related to the total roof system. Attendees: Owner's Representatives, roofing membrane manufacturer representative, roofing contractor representative(s) and others as may be designated. Representatives of the roofing contractor will include the estimator, field superintendent, foreman, and sheet metal superintendent.

1. Roof Walkover: Attendees will walkover the roof areas to generally review the project conditions and specification and drawing requirements.

1.08 QUALITY ASSURANCE

- A. Unless otherwise indicated in the specifications, specified materials/systems are to be the product of, or recommended by, the roofing membrane manufacturer.
- B. Use only skilled workers familiar with the roofing manufacturer's products and systems.
- C. Industry practices for installation methods apply only if not specifically addressed by these documents.
- D. Quality control monitoring:
 1. A Roofing Inspector may be retained by the Architect to provide quality assurance and quality control during reroofing and repair operations; including, but not limited to, on-site observation of the roofing system installation.
 2. Coordinate scheduling of work with the Owner's Representative and provide sufficient notifications and access to allow continual full-time monitoring of the roofing system installation.
 3. Provide the Inspector or other Owner Representatives with safe access to the work areas and to all the records and information requested during the audit.
 4. The Roofing Materials must be supplied by a Roofing Manufacturer, who must provide a 20-Year State Warranty. And the roofer / roofing installer must be an Approved Applicator by said Roofing Manufacturer. The Prime Contractor is to provide a copy of certification to designer prior to award of Roofing Work, if Prime Contractor is not certified.
- E. Acceptable Products:
 1. **Materials must be as indicated on Manufacturers Assembly Letter.** Provide primary roofing products, including each type of sheet, all manufactured in the United States, supplied by a single manufacturer which has been successfully producing the specified types of primary products for not less than ten (10) years. Provide secondary or accessory products which are acceptable to the manufacturer of the primary roofing products.
- F. Project Acceptance By Manufacturer:
 1. Submit a completed manufacturer's application for roof guarantee form along with shop drawings of the roofs showing all dimensions, penetrations, and details. The form shall contain all the technical information applicable to the project including deck types, roof slopes, base sheet and/or insulation assemblies (with method of attachment, and fastener type), and manufacturer's membrane assembly proposed for installation. The form shall also contain accurate and complete information requested including proper names, addresses, zip codes and telephone numbers. The project must receive approval, through this process, prior to shipment of materials to the project site.
- G. Application Practice:
 1. Application practice shall comply with requirements and recommendations contained in the latest edition of the Handbook of Accepted Roofing Knowledge (HARK) as published by the National Roofing Contractor's Association, amended to include the acceptance of a phased roof system installation.
- H. Manufacturer:
 1. Manufacturer Requirements: The primary roofing materials manufacturer shall provide direct trained company personnel to attend necessary job meetings, perform periodic inspections as necessary, and conduct a final inspection upon successful completion of the project.

2. **Manufacturer Qualifications:** Obtain primary products, including each type of roofing sheet, bitumen, and membrane flashings from a single manufacturer. Provide secondary products as recommended by manufacturer of primary products for use with roofing system specified. All products must be on State Approved Manufacturers Assembly List and as indicated in Manufacturers Assembly Letter. Any approved manufacturer and roofing system shall have been in successful service not less than five (5) years. Manufacturer must provide 20-Year State Warranty.
- I. **Installer:**
 1. **Installer Qualifications:** Engage an experienced Installer (Roofer) who is certified by modified bituminous sheet roofing system manufacturer as Highest Level Qualified (20-year warranty eligible) to install manufacturer's roofing materials. All of the roofing work to be completed must be done by the roofing contractor's own work force. Roofer must be an Approved Applicator by the Roofing Manufacturer.
 - a. Provide a copy of Certification (Pre-Approved Applicator) to Designer prior to award of Roofing Work.
 2. **Installer's Field Supervision:** Require Installer to maintain a full-time supervisor/foreman on job site during times that modified bituminous sheet roofing work is in progress and who is experienced in installation of roofing systems similar to type and scope required for this Project.
- J. **Recommended Maintenance:**
 1. In addition to the guarantee, furnish to the Owner the manufacturer's printed recommendations for proper maintenance of the specified roof system including inspection frequencies, penetration addition policies, temporary repairs, and leak call procedures.
- K. **Insurance Certification:** Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.09 PRODUCT DELIVERY STORAGE AND HANDLING

- A. **Delivery:**
 1. Roofing material shall be delivered to the site in the manufacturer's unbroken containers and shall bear the manufacturer's printed labels. Labels for bitumen shall identify the material as roofing asphalt and shall indicate whether the material is for use on low or steep sloping roof decks. All bitumen delivered in tanker trucks or trailers shall be accompanied by manufacturer's certification stating manufacturer, D312 type, melting point and compliance with ASTM Specifications.
- B. **Storage:**
 1. Store materials out of direct exposure to the elements. Store roll goods on a clean, flat and dry surface. All material stored on the roof overnight shall be stored on pallets. Rolls of roofing must be stored on ends. Store materials on the roof in a manner so as to preclude overloading of deck and building structure. Store materials such as solvents, adhesives and asphalt cutback products away from open flames, sparks or excessive heat. Cover all material using a breathable cover such as a canvas. Polyethylene or other non-breathable plastic coverings are not acceptable.
- C. **Handling:**
 1. Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Handle rolled goods to prevent damage to edges or ends.
- D. **Damaged Material:**
 1. Any materials that are found to be damaged or stored in any manner other than stated above will be automatically rejected, removed and replaced at the Contractor's expense.

1.10 PROJECT / SITE CONDITIONS

- A. **Requirements Prior To Job Start:**
 1. **Notification:** Give a minimum of five (5) days notice to the Architect and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in

- work schedule.
2. Permits: Obtain all permits required by local agencies and pay all fees which may be required for the performance of the work. N/A on state projects.
 3. Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NRCA and other industry or local governmental groups.
- B. Environmental Requirements:
1. Precipitation: Do not apply roofing materials during precipitation or in the event there is a probability of precipitation during application. Take adequate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.
 2. Temperature Restrictions: Asphalt. NOT ALLOWED. At ambient temperatures of forty (40) degrees F and below, special precautions must be taken to ensure that the specified type IV asphalt maintains a minimum acceptable 400 degrees F temperature at the point of sheet application. The asphalt must not be overheated to compensate for cold conditions. The use of insulated handling equipment is strongly recommended. **Hot Asphalt not allowed on this project.**
 3. Temperature Restrictions: Cold Adhesive. At low temperatures, the specified cold adhesive becomes more viscous, making even distribution more difficult. The cold adhesive should be stored in a warm place immediately prior to use. A shop squeegee should be used to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Application should be suspended in situations where the adhesive cannot be kept at temperatures allowing for even distribution.
 4. Propane - powered after burner is required to minimize the spread of fumes and odors.
- C. Protection Requirements:
1. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces throughout this project.
 2. Torch Safety: Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for one hour after roofing material application has been suspended for the day.
 3. Fire Extinguisher: Keep one 4A60BC extinguisher adjacent to all open flame devices at all times during the work.
 4. Limited Access: Prevent access by the public to materials, tools and equipment during the course of the project.
 5. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.
 6. Site Condition: Complete, to the owner's satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction.
 7. Asbestos Containing Roofing Materials - DO NOT FURNISH OR INSTALL ANY MATERIAL WHICH CONTAINS ASBESTOS ON THIS PROJECT.
- D. The Owner or User Agency has the right to sample ALL roofing products on site for testing by an accredited laboratory if deemed essential to do so and without advance notice.

1.11 GENERAL WORK REQUIREMENTS

- A. Property, Personnel, and Public Protection:
1. Provide barriers, fences, warning signs, and lights, as necessary for protection of all persons near the work areas. Provide and erect all required barricades and safety precautions in accordance with Local, State, and Federal codes and other legal requirements.
 - a. Provide secure, weatherproof protection for existing buildings, finishes, walks, drives, and landscaping in and adjacent to the work areas. Repair any damage to the satisfaction of the Owner's Representative.
 - b. During work operations, provide temporary partitions, barriers, curtains, and guards as necessary to confine materials, dust and debris to the immediate work areas. Do not allow dust or debris to enter the building interior. Coordinate the

- location of temporary barriers or partitions with the Owner's Representative.
 - c. Remove all temporary protection structures when work is completed and restore disturbed areas to their original condition.
 - d. Whenever lifting materials or equipment over or near existing or occupied buildings, provide advance notice of such activities and arrange to have any potentially endangered spaces vacated.
- B. General Work Activities:
- 1. Confine equipment, storage or materials, debris, and the operations and movements of workmen within the physical limits and time limits directed by the Owner's Representative. Such activities are to be governed by applicable local building codes and the traffic regulation and safety and fire regulations of local authorities.
 - 2. Contractors, subcontractors, and their employees or suppliers will not use or interfere with existing public access, drives, roads or parking lots, except as specifically indicated by prior arrangement with the Owner's Representative.
 - 3. Contractor's employee parking, delivery trucks and other construction vehicle parking will only be allowed in areas designated by the Owner's Representative.
- C. Vandalism: The cost for any damage caused by vandalism to material or equipment that occurs to items finished or installed under this contract is to be borne by the Contractor. The Contractor is responsible for the work under this contract during the construction period from the start until the final acceptance of the entire project by the Owner's Representative.
- D. Rubbish Disposal and Fire Safety:
- 1. During non-construction hours, cover and seal trash containers to prevent wind blown debris and access into trash containers.
 - 2. The location of the trash containers is subject to the Owner's Representative's approval.
 - 3. Remove all rubbish and debris from the site daily or more often if directed by the Owner's Representative. Burning of trash on site is not permitted.
 - 4. No open fire is permitted on the building site at any time.
 - 5. If torch application is utilized for finish ply and flashing, fire extinguishers must be kept on the roof within 50 feet of the work area.

1.12 GUARANTEE / WARRANTY

- A. Specified Guarantee:
- 1. Upon successful completion of the project, and after all post installation procedures have been completed, furnish the Owner with the manufacturer's State of Louisiana approved twenty (20) year labor and materials membrane guarantee.
 - 2. Wind speed must be at least Beaufort Number 11 and Category II and 123 mph wind speed.
 - 3. The State of Louisiana approved Roofing Manufacturer's Guarantee shall guarantee at the manufacturer's own cost and expense, to make or cause to be made such repairs to or replacement of, to correct any and all faulty installations or materials of the roofing system, to keep the roofing system in a watertight condition throughout the 20 year guarantee period. The guarantee shall not be prorated and no Dollar Limit. The executed guarantee shall be delivered to the Architect in three original counterparts prior to acceptance of the Work.
 - 4. Roofing Contractor Guarantee: (2) Two years required. R1 required.
 - a. Provide R2 Guarantee if Roofer is the PRIME CONTRACTOR.

1.13 WARRANTY PERIOD

- A. Representatives of the Architect, Owner, General Contractor, Roofing Contractor and Roofing Manufacturer shall make inspections of the roofing systems toward the end of the two (2) year warranty period and toward the end of the Roofing Contractor's guarantee period. Further, the Roofing System Manufacturer's authorized technical representative shall inspect the roofing system near the end of the conclusion of the Manufacturer's Guarantee and report same to the Owner with copy to Architect. The Roofing Contractor or Roofing Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee. The

project will not be accepted until the Roofing Contractor's Guarantee and the Roofing Manufacturer's Guarantee are both executed in strict accordance with the Contract Documents and have been submitted to and accepted by the Owner. All guarantees shall be submitted to the Owner through the Architect.

- B. Per R1, semi-annual inspections and reports shall be prepared and forwarded to Facility Planning & Control during the two (2) year period.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide only those materials which are proper and suitable for use over the slopes and underlying materials of the project.
- B. All materials to be used in construction of the roof system must meet the applicable quality standards of the American Society for Testing and Materials (ASTM).

2.02 ROOF MEMBRANE TYPE: UL – CLASS A; 131 MPH WIND FROM ASCE 7-10, 3-SECOND PEAK GUST, RISK CATEGORY III, EXPOSURE C, EFFECTIVE WIND AREA <10 SF

- A. Slopes 1/8 inch per foot or as noted on the drawings: Granular surfaced, twenty-year type built-up roof system, using an SBS unsurfaced base ply cold adhesive applied over new cold adhesive attached insulation and applied granular surfaced finish ply.
- B. APPROVED MANUFACTURERS ROOF SYSTEM:

1. Certainteed Commercial Roofing:

Field Plies:

Cap Sheet: Flintlastic FR-P Cap Sheet (168 mils; weight 100 lbs. per one square roll; with a polyester mat)

Interply: Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs. per one square roll; with a polyester mat)

Granular Flashing Plies:

Cap Ply: Flintlastic FR-P Cap Sheet (168 mils; weight 100 lbs. per one square roll; with a polyester mat)

Stripping Ply: Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs. per one square roll; with a polyester mat)

Heat Fused Granular Flashing Plies:

Cap Ply: Flintlastic GTS-FR (160 mils; weight 103 lbs. per one square roll; with a polyester mat)

Stripping Ply: Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs. per one square roll; with a polyester mat)

Heat Fused Aluminum Clad flashing Plies:

N/A

Cold Adhesive: Flintbond SBS Modified Bitumen Adhesive, Brush Grade

2. Johns Manville Corporation:

Field Plies:

Cap Sheet: DynaGlas FR (3.8 mm thick, weight 95 lbs per square; with Fiberglass Mat).

Interply: DynaLastic 180 S (3.0 mm thick; weight 90 lbs per square; with Polyester reinforcement).

Granular Flashing Plies:

Cap Ply: DynaGlas FR (3.8 mm thick, weight 95 lbs. per square; with Fiberglass Mat).

Stripping Ply: DynaLastic 180 S (3.0 mm thick; weight 90 lbs. per square; with Polyester reinforcement).

Heat Fused Granular Flashing Plies:

Cap Ply: Dynaweld Cap FR (165 mils/4.2 mm thick; weight 106 lbs. per one square roll; with fiberglass reinforcement mat).

Stripping Ply: Dynaweld 180S (118 mils/3.0 mm thick; weight 86 lbs. per one square roll; with polyester mat with bidirectional glass-scrim reinforcement)

Heat Fused Aluminum Clad Flashing Plies:

Cap Ply: DynaClad (158 mils/4.0 mm thick; weight 101 lbs per square, with fiberglass Mat)

Stripping Ply: DynaLastic 180 S (3.0 mm thick; weight 90 lbs. per square; with Polyester reinforcement) hot mopped.

Cold adhesive: MBR3. Polyglass U.S.A. Inc.:**Field Plies:**

Cap Sheet: Elastoflex S6G FR (157 mils/4.0 mm thick; weight 102 lbs. per roll; with reinforced polyester reinforcement).

Interply: Elastoflex V (120 mils/3.0 mm thick; weight 84 lbs. per roll; with glass fiber reinforcement).

Granular Flashing Plies:

Cap Ply: Elastoflex S6G FR (157 mils/4.0 mm thick; weight 102 lbs. per roll, with reinforced polyester reinforcement).

Stripping Ply: Elastoflex V (120 mils/3.0 mm thick; weight 84 lbs. per roll; with glass fiber reinforcement).

Heat Fused Granular Flashing Plies:

Cap Ply: Elastoflex S6 FR (157 mils/4.0 mm thick; weight 102 lbs. per roll; with a reinforced polyester reinforcement).

Stripping Ply (Non-combustible substrates): Elastoflex V (120 mils/3.0 mm; weight 84 lbs. per roll; with glass fiber reinforcement).

Stripping Ply (Combustible substrates): Elastoflex SA V (80 mils/2.0mm; weight 95 lbs. per roll; with a glass fiber reinforcement).

Cold adhesive: PG 350 or PolyPlus 35 Modified Bitumen Adhesive4. Siplast Inc.:**Field Plies:**

Cap Sheet: Paradiene 30 FR (98 mils/2.5mm thick; weight 90 lbs. per square; with fiberglass mat).

Interply: Paradiene 20 EG (3.0 mm thick; weight 84 lbs. per square; with fiberglass scrim/fiberglass mat).

Granular Flashing Plies:

Cap Ply: Parafor 50LT (157 mils/ 4.0 mm thick; weight 129 lbs per square, with polyester/fiberglass mat reinforcement).

Stripping Ply: Paradiene 20 EG (3.0 mm thick; weight 84 lbs. per square; with fiberglass scrim/fiberglass mat).

Heat Fused Granular Flashing Plies:

Cap Ply: Parafor 30 TG (161 mils/ 4.1 mm thick; weight 114 lbs. per square; with a fiberglass scrim/polyester mat composite).

Stripping Ply (Non-combustible substrates): Paradiene 20 TG (114 mils/2.9mm; weight 76 lbs. per square; with fiberglass mat).

Stripping Ply (Combustible substrates): Paradiene 20 SA (102 mils/2.6mm; weight 72 lbs. per square; with a fiberglass mat).

Heat Fused Aluminum Clad Flashing Plies:

Cap Ply: Veral Aluminum (138 mils/3.8 mm thick; weight 82 lbs. per square; with fiberglass scrim)

Stripping Ply: Irex 40 (110 mils/2.8mm; weight 85 lbs. per square; with lightweight random fiberglass mat)

Cold adhesive: PA-311**5. Soprema Roofing and waterproofing, Inc.:****Field Plies:**

Cap Sheet: Sopralene 180 Granules FR; (160 mils/4.0 mm thick, weight 108 lbs per square; polyester reinforced).

Interply: Sopralene 180 sanded 2.2, polyester reinforced (90 mils/2.2 mm thick, 58 lbs. per square).

Granular Flashing Plies:

Cap Ply: Sopralene 180 Granules FR; (160 mils/4.0 mm thick, weight 108 lbs. per square; polyester reinforced).

Stripping Ply: Sopralene 180 sanded 2.2, polyester reinforced (90 mils/2.2 mm thick, 58 lbs. per square).

Heat Fused Granular Flashing Plies:

Cap Ply: Sopralene Flam 180 FR GR; (157 mils/4.0mm thick, weight 118 lbs. per one square roll; with a non-woven polyester mat)

Stripping Ply: Sopralene Flam 180; (118 mils/3.0mm thick, weight 81 lbs. per one square roll; with a non-woven polyester mat)

Heat Fused Aluminum Clad Flashing Plies:

Cap Ply: Sopralast TV Aluminum, fiberglass reinforced (162 mils/4.2 mm thick, 97 lbs per square), torch applied.

Stripping Ply: Sopralene Flam 180

Cold Adhesive: Colply**6. U.S. Ply, Inc.:**

Field Plies:

Cap Sheet: Duraflex 190FR SBS (170 mils/4.3 mm thick; weight 105 lbs per square; with a non-woven polyester mat).

Interply: Duraflex 190S SBS (120 mils/3.0 mm thick; weight 88 lbs per square; with a non-woven polyester mat).

Granular Flashing Plies:

Cap Ply: Duraflex 190FR SBS (170 mils/4.3 mm thick; weight 105 lbs. per square; with a non-woven polyester mat).

Stripping Ply: Duraflex 190S SBS (120 mils/3.0 mm thick; weight 88 lbs. per square; with a non-woven polyester mat).

Heat Fused Granular Flashing Plies:

TBD

Heat Fused Aluminum Clad Flashing Plies:

Cap Ply: Duraflex Aluminum SBS (140 mils/3.5 mm thick; weight 103 lbs per square; with a fiberglass mat).

Stripping Ply: Duraflex 190S SBS (120 mils/3.0 mm thick; weight 88 lbs. per square; with a non-woven polyester mat) hot mopped.

Cold Adhesive: 901 Premium Modified Adhesive

2.03 INSULATION AND COVER BOARDS

- A. Provide roof insulation that is UL and/or FM approved.
- B. Provide insulation that is approved in writing by the insulation manufacturer for intended use and for use with the specified roof assembly.
- C. Materials:
 - 1. Cover Boards: 1/2" thick, type as per State approved roofing manufacturer to meet and maintain all warranty requirements.
 - a. Provide flat panels in minimum 1/2" thickness over all decks unless otherwise noted. Provide tapered cants and edge strips as required to provide slope-to-drains, fabricated with taper of 1/8 inch per foot minimum (unless otherwise noted)

2.04 LUMBER

- A. Nailers, cants, or other wood blocking: Construction grade lumber.
- B. Also refer to Division 6 of these specifications.

2.05 ROOFING ACCESSORIES

- A. Roofing Adhesives:
 - 1. Adhesive as listed with approved membranes.
 - 2. Cold Adhesive: A blend of special adhesive asphalts and safe, high-flash, quick drying solvents that meets or exceeds ASTM D4479, Type II requirements.
 - a. Siplast PA-311 Adhesive
 - b. Soprema Colply
- B. Fluid applied Roofing Membrane (at ALL sump areas, at ALL roof penetrations, at ALL stair locations, and ALL other locations noted on drawings):
 - 1. Base Sheet for Securement to Nailable Deck Substrates: A fiberglass reinforced, asphalt coated sheet with a polyolefin film backing, having a minimum weight of 20 lb/sq. The sheet shall conform to ASTM D 4601, Type II requirements.
 - a. Parabase FS, by Siplast
 - b. Modified Sopra G by Soprema

- c. Or approved equal product of Certainteed, Johns Manville, Polyglass USA, Siplast, or US Ply Inc.
 - 2. Asphalt Primer: An asphalt/solvent blend meeting ASTM D 41, South Coast Air Quality District and Ozone Transport Commission requirements:
 - a. PA-917 LS Asphalt Primer by Siplast
 - b. Soprema System's Elastocolle 500 for use in an adhered waterproofing system applied over masonry and wood substrates.
 - c. Or approved equal product of Certainteed, Johns Manville, Polyglass USA, Siplast, or US Ply Inc.
- C. Bituminous Cutback Materials:
 - 1. Primer: A high flash, quick drying, asphalt solvent blend which meets or exceeds ASTM D 41-85 requirements.
 - a. Siplast PA-1125 Asphalt Primer
 - b. Soprema Elastocol 500 or 600 as recommended by Soprema
 - 2. Mastics: An asphalt cutback mastic, reinforced with non-asbestos fibers, used as a base for setting metal flanges and conforming to ASTM D 4586-86 Type II and FED SPEC NO. SS-C-153, TYPE I requirements.
 - a. Siplast PA-1021 Plastic Cement
 - b. Soprema Colply adhesive
- D. Caulking/Sealants: A single component, high performance, elastomeric sealant. Acceptable types are as follows:
 - 1. ASTM D 232, FED SPEC No. TTS 0023C - MUST BE ASPHALT COMPATIBLE
 - a. Flexible Seal; by AC Products, Inc.; Placentia, CA (714) 630-7311
 - 2. ASTM C 920, FED SPEC No. TTS 0023
 - a. Tremseal by TREMCO; Cleveland, OH (216) 292-5000
 - 3. ASTM C 920, FED SPEC No. TTS 0023 TYPE II C
 - a. Black Jack No. 1010 by Gibson-Homans; Twinsburg, OH (216) 425-3255
 - 4. Caulking/Sealants specified under this section shall have a warranty integral to the roof system warranty and same requirements shall apply.
- E. Ceramic Granules: No. 11 Grade Specification Ceramic granules of color scheme matching the granule surfacing of the finish ply.
 - 1. Siplast No. 11 Granules – White
 - 2. Soprema No. 11 Granules – White
- F. Metallic Powder: A finely graded metal dust as supplied or approved by the membrane manufacturer, used for covering of bitumen overruns over the foil surfaced membrane.
 - 1. Siplast Metallic Powder
 - 2. Soprema Metallic Powder
- G. Fasteners:
 - 1. Wood Nailer Fasteners:
 - a. Acceptable fastener types are as listed below:
 - i. A single unit, precision formed, fluorocarbon coated screw type roofing fastener having a minimum two hundred-one thousandths (.201) inch diameter shank and a minimum two hundred-fifty thousands (.250) inch diameter thread. All plates used with the fastener shall be a metal type having a minimum three (3) inch diameter, as supplied by the fastener manufacturer.
 - ii. Roofgrip with Buildex Metal Plates by ITW Buildex; Itasca, IL (312) 595-3500
 - iii. Dekfast #14 with Dekfast Steel Hexagonal Plates, by Construction Fasteners, Inc.; Wyomissing, PA (215) 376-5751
 - iv. #14 Standard Roofing Fastener with Olympic standard G90 3 inch plates by Olympic Fasteners; Agawam, MA (800) 633-3800
- H. Fiberboard Cant: 1-1/2 inch minimum thick with 3-5/8 inch minimum exposed diagonal face.

2.06 RELATED COMPONENTS

- A. Rough Carpentry: Provide pressure treated lumber used at locations directly exposed to

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elements. For rough carpentry locations protected from direct exposure to elements, Un-treated lumber is acceptable for nailers, curbs, blocking, etc.

1. Perimeter Nailers (edge metal securement): Provide lumber having a minimum four (4) inch width with a thickness to match the height of the new insulation assembly.
2. Interval Nailers: Provide nailers, used for securement of the membrane assembly, having a minimum four (4) inch width with a thickness to match the height of the new insulation assembly.
3. Stainless Steel fasteners are required at all pressure treated lumber locations. RE: DIV 6
 - a. At location without pressure treated lumber, hot-dipped, galvanized fasteners are acceptable.
- B. Pipe Flashings: Liquid Flashing and Fleece per manufacturer recommendations.
- C. Termination or Pressure Bar: 3/16-inch thick by 1-inch wide aluminum bar stock, with slotted holes spaced 12 inches on-center maximum.
- D. Asphalt Primer: ASTM D-41, latest revision.
- E. Edge Sealant: Manufacturer's asphalt based sealant, 25 year warranty.
- F. Roof Hatch: Bilco S-20, approved equal

2.07 RELATED COMPONENTS

- A. Inspect materials delivered to the site for evidence of contact with moisture. Look for stained or wet wrappers, or torn covers. Reject delivery of such materials. Packaging labels must be readable, identify the material, and indicate conformance with the reference standard applicable to the material. Additionally, for roofing membrane sheet, adhesives/cements and sealant materials, labels must indicate date of manufacture and lot number.
- B. Store all roofing materials, except metal components, and material in sealed cans, as follows:
 1. Do not expose materials to moisture in any form.
 2. If possible, store materials in a completely enclosed building or trailer. When out-of-doors, store on clean raised platforms at least four inches above the ground surface. Completely cover all roofing materials with canvas tarpaulin covers to protect from weather and moisture. Arrange covers to allow venting; do not allow covers to extend onto the ground. Do not use polyethylene or other non-breathing cover materials.
 3. Use all materials within the time limits prescribed by the manufacturers.
 4. Store sealant products in accordance with the manufacturer's instructions. Use materials within the time limits prescribed by the manufacturer.
 5. Inspect stored materials for evidence of contact with moisture. Mark improperly or unprotected materials or materials that get wet or damaged. Do not use these materials in the roof system.

PART 3 EXECUTION

3.01 GENERAL INSTALLATION PROCEDURES

- A. Coordinate phase of work with Architect.
- B. Exercise caution to avoid damage to components previously installed by others.
- C. Do not disturb any existing structure, piping, apparatus, or other construction unless required by the Contract.
- D. Perform cutting, drilling, and removals in a manner which will prevent damage to adjoining construction which is to remain.
 1. Prior to any cutting, drilling, or removals, investigate both sides of the surface affected.
 2. Repair or replace existing adjacent finishes defaced or damaged during removals to the satisfaction of the User Agency Representative.
- E. Do not begin work until the substrates have been prepared as specified and as necessary, and are ready and acceptable to have materials installed. Deck surfaces must be dry and free of moisture prior to beginning roof application. By beginning work, the Contractor acknowledges that the substrates are satisfactory.
- F. Cold applied adhesive with welded lap joints is an approved installation method. Lap joints for both base ply and cap ply must be torched at end of each day.
- G. Do not install any roofing materials during rain or other inclement weather. One exception is that

temporary work must be installed during such weather to protect the building and new materials that have already been installed. Remove all temporary work and materials that have been exposed to such weather, and install permanent materials as specified during acceptable weather conditions.

- H. Do not apply roofing materials when moisture in any form can be seen or felt on the surface to which those materials will be applied. Do not apply materials when foaming, bubbling, or blistering of the hot bitumen occurs.
- I. Schedule and supervise work crews so that the area of roofing begun one day is completely finished before leaving the job site that day. Complete all composition flashings and overnight water cut-offs within and adjoining the roof membrane on the same day.
- J. Where wheeled or other traffic over partially completed roofing work is unavoidable, provide and use adequate plank or plywood, set over a minimum thickness of board insulation to protect roofing components in place. IF YOU DAMAGE OR DISCOLOR THE FINISHED PRODUCT, PRODUCT SHALL BE REPLACED.
- K. Provide temporary watertight water cut-offs and tie-ins at the end of each work day. Remove all temporary work at the beginning of the next work day.
- L. If conditions are uncovered or created which would be detrimental to the proper conduct of specified work, immediately notify the Owner's Representative of these conditions for decisions as to resolution.

3.02 SUBSTRATE REQUIREMENTS AND PREPARATION

- A. Concrete Deck Preparation: Repair and/or patch existent deck as necessary. After roof deck conditions are rendered suitable to prime, apply asphaltic primer over existing concrete deck. Attach 1" Polyisocyanurate Foam insulation (4 feet by 4 feet max.) on concrete deck. Continue with installation of tapered insulation and roofing as specified. Lap edges and ends as per manufacturers written recommendations. Install new roofing membranes as recommended by manufacturer at comers and perimeter to meet Wind Uplift requirements specified.
 - 1. Coordinate with Unit Price Section of these specifications.

3.03 INSULATION INSTALLATION

- A. General:
 - 1. Install insulation as a separation layer over the roof deck, the existing substrate and/or to obtain the desired SLOPE where specified or required.
 - 2. Maintain a maximum panel size of four (4) feet by four (4) feet.
 - 3. Where insulation is to be installed in two (2) or more layers, stagger joints between the first and second layers.
 - 4. Provide additional fasteners at perimeter and corners as required for uplift rating specified.
- B. Set layer of 1" Polyisocyanurate foam insulation (4' by 4' board size max.) over concrete deck in Cold Applied Adhesive. Run edge joints of insulation in continuous straight line, perpendicular to roof slope, with end joints staggered between rows.

3.04 ROOF MEMBRANE INSTALLATION – GENERAL

- A. Membrane Application: Apply roofing in accordance with roofing system manufacturer's instructions and the following requirements. Application of roofing shall immediately follow application of base sheet and/or insulation as a continuous operation. Finish ply shall be applied within 10 days max. of base ply.
- B. Aesthetic Considerations: **The overall appearance of the finished roof application is a standard requirement for this project.** The contractor shall make necessary preparations, utilize recommended application techniques, apply the specified materials (i.e. granules, metallic powder, etc.), and exercise care in ensuring that the finished application is acceptable to the Owner. If roofer works over a completed area and soils it, layer will be replaced or overlaid with another finish ply of roofing.
- C. Priming: Prime metal flanges (all jacks, edge metal, lead drain flashings, etc.) and concrete and masonry surfaces with a uniform coating of ASTM D 41-85 asphalt primer.

- D. Bitumen Consistency: Cutting or alterations of bitumen, primer, and sealants will not be permitted.
- E. Roofing Application: Apply all layers of roofing free of wrinkles, creases or fishmouths. Exert sufficient pressure on the roll during application to ensure prevention of air pockets. Lap seams in the base ply layer should not coincide with the lap seams of the finish ply layer. The courses should be staggered to ensure this.
 - 1. Apply all layers of roofing perpendicular to the slope of the deck.
 - 2. Lap in direction of slope.
 - 3. Fully bond the base ply to the prepared substrate, having a minimum of three (3) inch side and end laps. Each sheet shall be applied directly behind the adhesive. This application to be inspected and accepted prior to application of finish ply.
 - 4. Fully bond the finish ply to the base ply, having a minimum of three (3) inch side and end laps. Each sheet shall be applied directly behind the torch or mop applicator.
 - 5. Exert sufficient pressure on the metal clad modified bitumen sheet to ensure the prevention of air pockets. This can be accomplished by using a damp, kitchen type sponge mop or a damp, heavy duty cotton nap paint roller.
 - 6. Prime all end laps of the metal-clad modified bitumen sheet with a uniform coating of the specified asphalt primer and allowed to thoroughly dry prior to overlapping of adjoining sheets.
 - 7. Heat fuse all side laps of the metal-clad modified bitumen sheet to ensure a complete seal.
 - 8. Maximum sheet lengths and special fastening of the specified roof membrane system may be required at various slope increments where the roof deck slope exceeds one-half (1/2) inch per foot. The manufacturer shall provide acceptable sheet lengths and the required fastening schedule for all roofing sheet applications to applicable roof slopes.
- F. Ponding test: Prior to Cap Sheet installation Contractor shall conduct a water test over interply/flashing system. Areas of ponding water shall be addressed by build-up to eliminate ponding. Contractor is to notify Architect with seven (7) days in advance of date of test.
 - 1. After test has been completed and areas of ponding have been built-up, Contractor must schedule an inspection by the Architect and Owner prior to cap sheet installation.
- G. Granule Embedment: Broadcast mineral granules over all bitumen overruns on the finish ply surface, while installation is in progress and bitumen is still hot, to ensure a monolithic surface color.
- H. Flashing Application - Wood Surfaces: Flash wood and curbs using the reinforcing sheet and the metal foil flashing membrane. The reinforcing sheet shall have minimum three (3) inch laps, extending a minimum of three inches onto the base ply surface and to the top of the parapet wall, curb, etc. Nail the reinforcing sheet on twelve (12) inch centers in all directions to the vertical wood surface from the top of the cant to top of wall, curb, etc. Mop/torch the remainder of sheet that extends over the cant and roof level. After the finish ply has been applied to the top of the cant, prepare the surface area that is to receive flashing coverage by torch heating granular surfaces or by application of asphalt primer to foil surfaces; allowing primer to dry thoroughly. Torch apply the metal foil flashing into place using three foot lengths (cut from the end of roll) and using the factory selvedge edge for laps, extending a minimum of four (4) inches beyond the toe of the cant onto the prepared surface of the finished roof. Exert pressure on the flashing sheet during application to ensure complete contact with the wall/roof surfaces, preventing air pockets; this can be accomplished by using a damp sponge or shop rag. Check and seal all loose laps and edges. Nail the top edge of the flashing on nine (9) inch centers. (See manufacturer's schematic for visual interpretation).
- I. Use of Metallic Powder: Broadcast metallic powder over all bitumen overruns on the metal foil membrane surface while the bitumen is still hot to ensure a monolithic surface color.
- J. Water Cut-off: At end of day's work, or when precipitation is imminent, construct a water cut-off at all open edges. Cut-offs can be built using asphalt or plastic cement and roofing felts, constructed to withstand protracted periods of service. Cut-offs must be completely removed prior to the resumption of roofing.

3.05 ROOF MEMBRANE INSTALLATION – GENERAL

- A. The following is a list of verbal descriptions for correct installation of components integrated into

the roof membrane assembly. In all cases, unless otherwise approved, incorporate flanged components into the system between the application of the base ply and the finish ply. The flange must be primed with a uniform coating of approved ASTM D 41-85 asphalt primer and allowed to dry thoroughly; all flanges must be set in approved mastic.

- B. Fluid Applied Roofing Membrane: Ensure that substrates are free from gross irregularities, loose, unsound or foreign material such as dirt, ice, snow, water, grease, oil, bituminous products, release agents, laitance, paint, loose particles/friable matter, rust or any other material that would be detrimental to adhesion of the catalyzed primer and/or resin to the substrate. Some surfaces may require scarification, shotblasting, or grinding to achieve a suitable substrate.
 - 1. Moisture Content Evaluation: Evaluate the level of moisture in the substrate to determine that the moisture content is acceptable for application of the specified waterproofing system. Concrete substrates shall have a maximum moisture content of 6% by weight and a maximum internal relative humidity of 75%.
 - 2. Preparation of Existing Concrete/Masonry Substrates to Receive Resin Materials: Existing concrete substrates shall have a minimum compressive strength of 3,500 psi (24 N/mm²). Following evaluation for moisture content and confirmation that the moisture content is at an acceptable level, shot blast or scarify/shot-blast concrete or masonry surfaces to provide a sound substrate free from laitance and residue from bitumen, coal tar, primer, coatings, adhesives, sealer or any material that may inhibit adhesion of the specified primer. Generate a concrete surface profile of CSP-2 to CSP-4 as defined by the ICRI. Grinding may be used as a preparation method for localized areas that cannot be reached by a shot blasting equipment provided that a surface can be prepared to a CSP-2 to CSP-4. Repair spalls and voids on vertical or horizontal surfaces using the specified primer and preparation paste.
 - 3. Repair and Leveling of Concrete Substrate to Receive Resin Materials: Before application of the roofing membrane, and after priming, fill all joints, cracks, voids, fractures, depressions, small indentations, and low areas in the substrate using the specified paste or repair mortar.
- C. Edge Metal and Cap Flashing: Completely prime metal flanges and allow to dry prior to installation. Turn the base ply down two (2) inches past the roof edge and over the nailer. After the base ply and continuous cleat (if applicable) have been installed, set the flange in mastic and stagger nail every three (3) inches on center. Strip-in the flange using the base ply material, extending a minimum of four (4) inches beyond the edge of the flange. The finish ply shall then be applied, terminating at the gravel-stop rise of the edge metal. SEE ITEM: SEALANT, for finish of this detail.
- D. Pipe Flashings: Liquid Flashing and Fleece per manufacturer recommendations. **Lead pipe flashing not allowed.**
- E. Metal Pipe Flashings: Completely prime the metal pipe flanges and allow to dry prior to installation. After the base ply has been applied, set the flanges in mastic and strip-in the flange using the base ply material, extending a minimum of four (4) inches beyond the edge of the flange. The finish ply shall then be applied, terminating at the flange-sleeve juncture of the pipe flashing. Install a watertight umbrella to the penetration, completely covering the opening of the pipe flashing. SEE ITEM: SEALANT for finish of this detail. (see manufacturer's schematic for visual interpretation).
 - 1. *** NOTE: These components are used to flash heat pipes, equipment supports (round pylons) and pipe penetrations where movement is anticipated.**
- F. Sealant: Caulk all exposed finish ply edges at gravel stops, waste stacks, vent stacks, etc., with a smooth continuous bead of approved sealant (asphalt based).
- G. Termination bar: Install a termination bar along the top edge of the base flashing at the Low Termination Detail less than 8 inches above roof deck and secure 12 inches on-center with appropriate fasteners. Caulk the top edge of the bar and the fastener heads with sealant.
- H. Plumbing vents: Install Liquid Flashing and Fleece per manufacturer recommendations.
- I. Roof drains: Install in sump area in strict accordance with manufacturer's details for a waterproof installation. Use a licensed master plumber for this installation. Auger or bore out roof drain leaders completely, back to main plumbing line to insure positive water flow and drainage, repair

leaders as required. **DO THIS PRIOR TO APPLICATION OF FINISH PLY.**

3.06 SPECIAL CONDITIONS

- A. Site Condition: All areas around job site shall be free of debris, roofing materials, equipment and related items after completion of job.
- B. Notification of Completion: Contractor shall notify manufacturer by means of manufacturer's printed Notification of Completion form of job completion in order to schedule a final inspection date.
- C. Final Inspection:
 - 1. Pre-Close Out Conference: Hold a meeting at the completion of the project, attended by all parties that were present at the Pre-Application Conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters.
 - 2. Drain Verification: At final inspection of all work, verify that all drains, scuppers, etc., are functioning properly.
- D. Issuance of the Guarantee: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.
- E. Two-Year Inspection: Contact the manufacturer during the ninety (90) day period immediately preceding the two (2) year anniversary of the guarantee date to arrange for a mandatory two-year inspection. The inspection shall be attended by the Contractor and the manufacturer's representative. A two-year inspection punchlist shall be compiled by the manufacturer and submitted to the Contractor for his completion. Upon completion sign and mail the punchlist form to the manufacturer's headquarters, verifying that all items are in accordance with the manufacturer's recommendations.
- F. Per Roofing Guarantee R-1, the Roofing Contractor shall inspect the roof a minimum of twice each year. Refer to Roofing Guarantee R-1 within these specifications.
- G. The Roofing Contractor will be notified by the Owner for the first year required inspection.

END OF SECTION

SECTION 07 62 00
FLASHING AND SHEET METAL

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This Section includes the following:
 - 1. Miscellaneous sheet metal accessories.
- B. Integral masonry flashings are specified as masonry work in sections of Division 4.
- C. Roofing accessories installed integral with roofing membrane are specified in roofing system sections as roofing work.

1.02 SUBMITTALS

- A. Comply with Division 1, Section 01 33 23.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with Division 1, Section 01 66 00.

1.04 PROJECT CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

PART 2 PRODUCTS

2.01 SHEET METAL FLASHING AND TRIM MATERIALS

- A. Stainless Steel: AISI Type 302/304, complying with ASTM A 167, 2D annealed finish, soft, except where harder temper required for forming or performance; 0.0188-inch thick (26 gage) except as otherwise indicated.
- B. Lead: ASTM B 749, Type L51121, copper-bearing sheet lead, minimum 4 lb/sq ft (0.0625-inch thick) except not less than 6 lb/sq ft (0.0937-inch thick) for burning (welding) unless otherwise indicated.
- C. Zinc-Coated Steel: Commercial quality with 0.20 percent copper, ASTM A 526 except ASTM A 527 for lock-forming, G90 hot-dip galvanized, Kynar finish; 0.0179-inch thick (26 gage) except as otherwise indicated.

2.02 MISCELLANEOUS MATERIALS AND ACCESORIES

- A. Solder: For use with steel or copper, provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.
- B. Solder: For use with stainless steel, provide 60 - 40 tin/lead solder (ASTM B 32), with acid-chloride type flux, except use rosin flux over tinned surfaces.
- C. Fasteners: Same metal as flashing/sheet metal or other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
- D. Bituminous Coating: SSPC - Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.
- E. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, non- drying, nonmigrating sealant.
- F. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealers."
- G. Epoxy Seam Sealer: 2-part noncorrosive metal seam cementing compound, recommended by metal manufacturer for exterior/interior nonmoving joints including riveted joints.
- H. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather-resistant seaming and adhesive application of flashing sheet.

- I. Paper Slip Sheet: 5-lb. rosin-sized building paper.
- J. Polyethylene Underlayment: Minimum 6-mil carbonated polyethylene film resistant to decay when tested in accordance with ASTM E 154.
- K. Reglets: Metal or plastic units of type and profile indicated, compatible with flashing indicated, noncorrosive.
- L. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.
- M. Elastic Flashing Filler: Closed-cell polyethylene or other soft closed-cell material recommended by elastic flashing manufacturer as filler under flashing loops to ensure movement with minimum stress on flashing sheet.
- N. Roofing Cement: ASTM D 2822, asphaltic.
- O. Spray paint: flat enamel, exterior, color to match roof shingles.

2.03 FABRICATED UNITS

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 EXECUTION

3.01 INSTALLATION REQUIREMENTS

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA "Architectural Sheet Metal Manual." Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Underlayment: Where stainless steel or aluminum is to be installed directly on cementitious or wood substrates, install a slip sheet of red rosin paper and a course of polyethylene underlayment.
- C. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- D. Install reglets to receive counterflashing in manner and by methods indicated. Where shown in concrete, furnish reglets to trades of concrete work for installation as work of Division 3 sections. Where shown in masonry, furnish reglets to trades of masonry work, for installation as work of Division 4 sections.

- E. Install counterflashing in reglets, either by snap-in seal arrangement or by welding in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.
- F. Install elastic flashing in accordance with manufacturer's recommendations. Where required, provide for movement at joints by forming loops or bellows in width of flashing. Locate cover or filler strips at joints to facilitate complete drainage of water from flashing. Seam adjacent flashing sheets with adhesive, seal and anchor edges in accordance with manufacturer's recommendations.
- G. Install rain guards of length shown on drawings at locations shown on exterior elevations. Deflect water to protect entry doorways and walkways.
- H. Spray paint all lead flashings, lead roof jacks, stainless steel and other penetrations exposed on roof with flat, enamel at completion of work. Color as selected by Architect to match roof shingles color.

3.02 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Protection: Contractor is required to observe and protect flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than natural weathering at time of Substantial Completion.

END OF SECTION

SECTION 07 72 00
ROOF ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Ridge Vent.
- B. Rain Diverter.
- C. Soffit
- D. Refer to roofing system sections of these specifications for roofing accessories to be built into roofing system (not work of this section).

1.02 REFERENCE STANDARDS

- A. Standards: Comply with "NRCA Roofing and Waterproofing Manual" details for installation of units.

1.03 SUBMITTALS

- A. Comply with Section 01 33 23 - Shop Drawings, Product Data and Samples.

PART 2 PRODUCTS

2.01 RIDGE VENT

- A. VentSure Rigid Roll Ridge Vent as manufactured by Owens Corning, 1-800-ROOFING.
- B. 13 sq. in. net free area per lineal foot.
- C. Color: Black
- D. Height: 5/8"
- E. Size: Length: see drawings x 11-1/4" wide.
- F. Accessories: Foam end plugs.

2.02 RAIN DIVERTER

- A. Underlap 2 inches minimum and follow direction of roof shingles.
- B. Size: To span 12" minimum to either side of area to be cleared of drip x 4" deep x 1 1/2" H.
- C. 20 gauge Mill Finish Aluminum or Galvanized Steel.
- D. J shaped to Corral and Channel Runoff.

2.03 SOFFIT

- A. Fiber Cement Board Vented Soffit: Hardi Board or equal.
 - 1. Fasteners: As recommended by manufacturer x length required.
 - 2. Wind: FM 90 wind design required.
 - 3. Warranty: 50 years against split, crack or fade.
 - 4. Include all soffit, trim and accessories.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

- A. General: Comply with manufacturer's instructions and recommendations. Coordinate with installation of roof deck and other substrates to receive accessory units, and vapor barriers, roof insulation, roofing and flashing; as required to ensure that each element of the work performs properly, and that combined elements are waterproof and weathertight. Anchor units

securely to supporting structural substrates, adequate to withstand lateral and thermal stresses as well as inward and outward loading pressures.

1. Except as otherwise indicated install roof accessory items in accordance with construction details of "NRCA Roofing and Waterproofing Manual".
- B. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.
- C. Cap Flashing: Where cap flashing is required as component of accessory, install to provide adequate waterproof overlap with roofing or roof flashing (as counter-flashing).
- D. Install ridge vent along ridge over shingles as shown on elevations. Comply with manufacturer's recommendations for weatherproof installation.
- E. Install Rain Diverter with a 3" minimum underlap to shingles.
- F. Apply a 1/4-in. thick bead of sealant on the underside the diverter, lift the shingle tabs up slightly and slide the diverter under the tabs. Slide one end of the diverter tight to the bottom of the shingle tabs and leave a 1-in. exposure at the other end to create a drainage pitch.
- G. Apply a dab of sealant to the vertical slots in the shingle tabs above the diverter to ensure that water doesn't seep under the top edge of the metal.
- H. Fiber Cement Soffit and Trim: Install trim and terminations as recommended by manufacturer, as detailed, or as required for a finished product. The intent is to cover all second story or gable end wood with vinyl, siding, soffits, trim, etc. Soffits to be vented type to allow attic ventilation. Nail to achieve FM 90 wind rating. Installation of all products including all accessories shall be in strict conformance with manufacturer's published literature and shall meet or exceed industry standards for excellence.
- I. Gutters and Downspouts: Steel, Kynar Finish. Color to be selected by Owner and Architect.

3.03 CLEANING

- A. Clean installed work to like-new condition.

3.04 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

SECTION 07 92 00
SEALANTS AND CAULKING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Completion of all sealant and caulking. All joints between dissimilar materials, adjoining materials, intersecting materials shall be sealed to prevent moisture or insect travel between the crack created by the two materials at the joint.

1.02 RELATED WORK

- A. Hollow metal doors and frames.
- B. Windows.
- C. Carpentry.

1.03 QUALITY ASSURANCE

- A. Obtain elastomeric materials from only manufacturers who will, if required, send a qualified technical representative to project site, for the purpose of advising the Installer of proper procedures and precautions for the use of the materials.
- B. Prepare a mock-up installation of major type and use of sealant. Install sealant between materials matching those used on the project.

1.04 SUBMITTALS

- A. Comply with Division 1, Section 01 33 00.
- B. Manufacturer's Data: For information only, submit 2 copies of manufacturer's specifications (primer, filler, etc.), recommendations and installation instructions for each type of sealant and associated miscellaneous material required. Include manufacturer's published data, or letter of certification, or certified test laboratory report indicating that each material complies with the requirements and is intended generally for the applications shown. Show by transmittal that one copy of each recommendation and instruction has been distributed to the Installer.
- C. Guarantee, Sealants: Submit two (2) copies of written guarantee agreeing to repair or replace sealants which fail to form air-tight and water-tight joints; or fail in joint adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance, or general durability; or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data, as an inherent quality of the material for the exposure indicated. Provide guarantee signed by the Installer and Contractor.
 - 1. Guarantee period is three years.
 - 2. Product delivery, storage and handling
- D. Comply with Division 1, Section 01 66 00.
- E. Deliver products in original sealed and labeled containers when applicable.
- F. Store products in a clean environment with temperature range within the recommendations of the manufacturer.
- G. Protect products from damage. Damaged products shall not be used.

1.05 JOB CONDITIONS

- A. Pre-Installation Meeting: Review the procedures and time schedule proposed for installation of sealants in coordination with other work. Review each major sealant application required on the project.
- B. Condition of Other Work: The Installer must examine the joint surfaces, backing and anchorage of units forming sealant rabbet, and the conditions under which the sealant work is to be performed, and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work and performance of the sealants. Do not proceed with the sealant work until satisfactory conditions have been corrected in a manner acceptable to the Installer.

- C. Weather Conditions: Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Sonneborn.
- B. Pecora Corp.
- C. Products Research & Chemical Corporation.
- D. Tremco Mfg. Company.
- E. Toch Brothers, Inc.
- F. Sika.
- G. Vulkem.
- H. Approved Equal.

2.02 MATERIALS

- A. Sealant (Exterior): Polysulfide-based, 2-part elastomeric sealant, complying with FS TT-S-00227E, Class A, Type 2 (non-sag) unless Type I (self-leveling) recommended by manufacturer for the application shown (including firestopping sealants at rated partitions).
 - 1. Sonneborn - Sonolastic NP 2.
 - 2. Pecora Corp. - Synthacaulk GC-5.
 - 3. Products Research and Chemical Corp. - Rubber Caulk 250 and 150.
 - 4. Tremco Mfg. Co. - Lasto Meric or Dymeric.
 - 5. Toch Brothers, Inc. - Thiotor Sealant.
 - 6. Approved equal.
- B. Joint Filler (Exterior) for bituminous top sealant of all paving expansion and keyway joints.
 - 1. Sikaflex - 12SL.
 - 2. Vulkem 45.
- C. Caulking Compound (Interior): One component acrylic glazing sealant - acrylic terpolmer, solvent based, one-part thermoplastic sealant compound; solids not less than 95% acrylic; complying with ASTM C834, recommended by manufacturer for specific job uses (including fire rated construction).
 - 1. Sonneborn - Sonolac.
 - 2. Pecora - Unicrylic.
 - 3. Tremco - Mono.
 - 4. Approved equal.
- D. Joint cleaner: Provide the type of joint cleaning compound recommended by the sealant or caulking compound manufacturer for the joint to be cleaned.
- E. Primers: As recommended by caulking and sealants manufacturer. Use primers on all metal surfaces.
- F. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.
- G. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam, or other flexible, permanent, durable non-absorptive material as recommended, for compatibility with sealant by the sealant manufacturer. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.

- H. Compatibility: Provide only materials (manufacturer's recommended variation of the specified materials) which are known to be fully compatible with the actual installation conditions, as shown by manufacturer's published data or certification.
- I. Colors: Wherever compound is not exposed to view, provide manufacturer's standard color which has the best overall performance characteristics for the application shown.
 - 1. Provide custom colors, if required to match samples or to match the adjoining surfaces in a manner to be determined by the Architect.

2.03 FABRICATION AND MANUFACTURER

- A. The products of a single manufacturer shall be used on exterior. The products of a single manufacturer shall be used on the interior. Systems recommendations on specific products will be considered by Architect.

PART 3 EXECUTION

3.01 JOINT SURFACE PREPARATION

- A. Clean joint surfaces immediately before installation of sealant or sealant or caulking compound. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealant or caulking compound.
- B. For elastomeric sealants, do not proceed with installation of sealant over joint surfaces which have been painted, lacquered, waterproofed or treated with water repellent or other treatment or coating.
- C. Etch concrete and masonry joint surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation. Protect adjacent surfaces.
- D. Remove cap strip from all paving metal keyway joints and prepare joint for application of specified paving sealant.

3.02 APPLICATION

- A. Comply with sealant manufacturer's printed instructions except where more stringent requirements are shown or specified.
- B. Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.
- C. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for the application shown.
- D. Install bond breaker tape wherever shown and wherever required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.
- E. Use two parts polysulfide or Dymeric type sealant for all exterior joints, unless otherwise herein specified.
- F. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbit to a slightly concave surface, slightly below adjoining surfaces where horizontal joints are between a horizontal surface and a vertical surfaced, fill joint to form a slight cove, so that joint will not trap moisture and dirt.
- G. Install sealants to depths as shown, or if not shown, as recommended by the sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead.
 - 1. For normal moving joints sealed with elastomeric or Dymeric sealant, but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.

2. For joints sealed with non-elastomeric sealants and caulking compound (if any), fill joints to a depth in the range of 75% to 125% of joint width.
- H. No face beads of sealant or caulking will be allowed.
- I. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces including rough textures such as exposed aggregate panels.

3.03 CURING AND PROTECTION

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions.
- B. The Installer shall advise the Contractor of procedures required for the curing and protection of sealants and caulking compounds during the construction period.

3.04 CLEAN UP

- A. Remove excess and spillage of compounds promptly as the work progresses. Clean the adjoining surfaces.
- B. Repair and correct defective work.

END OF SECTION

SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated steel doors and frames.
- B. Thermally insulated steel doors.

1.02 RELATED REQUIREMENTS

- A. Finish Carpentry
- B. Section 08 71 00 Door Hardware
- C. Section 08 80 00 Glazing
- D. Caulking and Sealants

1.03 REFERENCE STANDARDS

- A. ANSI A250.3 - Test Procedure and Acceptance Criteria for Factory-Surfaces for Steel Doors and Frames; 2007 (R2011).
- B. ANSI A250.8 - SDI-100 Recommended Specifications for Standard 2003.
- C. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2011).
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011.
- E. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2007.
- F. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2006.
- G. UL 10B - Standard for Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data and Samples.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.

1.05 QUALITY ASSURANCE

- A. Provide all products of this section from a single manufacturer
- B. Steel frames and doors shall be shop fabricated, all welded construction without exceptions.
- C. Knockdown or field welded type frames will not be considered or approved equal.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.
- C. Store products in clean area.
- D. Damaged products shall not be used.
- E. Frames shall not be stored outside or outside under plastic cover.

1.07 JOB CONDITIONS

- A. Protection:
 - 1. Protect adjoining work during installation.
 - 2. Protect installed products until contract acceptance.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Steel Doors and Frames:
 - 1. Assa Abloy Ceko or Curries: www.assaabloydss.com
 - 2. Steelcraft, an Ingersoll Rand brand; Product: www.steelcraft.com.
 - 3. Fenestra.
 - 4. Pioneer.
 - 5. Premier Products.
 - 6. Republic.
 - 7. Approved Equal.
 - 8. Substitutions: See Section 01 62 00 - Product Options and Substitutions

2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
 - 1. Door Top Closures: Flush with top of faces and edges.
 - 2. Door Edge Profile: Beveled on both edges.
 - 3. Door Texture: Embossed wood-grain faces.
 - 4. Galvanizing for Units in Wet Areas: All components hot-dipped zinc-iron alloy-coated (galvannealed), manufacturer's standard coating thickness.
 - 5. Finish: Completely factory finished, including factory primer and factory-applied topcoat. Paint color shall be selected by Owner/Architect.
 - 6. Frames installed in wood-framed walls shall be filled with non-shrink grout. Grout shall be pumpable, non-metallic, non-shrink type formulated for use with hollow metal frames. Place grout to completely fill interior of frame without causing distortion or bowing. Brace frames as required during placement. Coordinate with wall construction to avoid moisture intrusion or damage to adjacent materials
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, coordinate with the Architect.

2.03 STEEL DOORS

- A. Exterior Doors: Raised panel, painted.
 - 1. Grade: ANSI A250.8 Level 2, physical performance Level B, Model 2, seamless.
 - 2. Core: Polystyrene foam.
 - 3. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
 - 4. Weatherstripping: Separate, see Section 08 71 00.

2.04 STEEL FRAMES, N/A

- A. General
 - 1. Comply with the requirements of grade specified for corresponding door.
 - 2. Finish: Same as for door.
- B. Exterior Door Frames: Face welded, seamless with joints filled.
 - 1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.

2.05 ACCESSORY MATERIALS

- A. Silencers: Resilient rubber, stick-on type; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- B. Temporary Frame Spreaders: Provide for all factory-or shop-assembled frames.

2.06 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard.
- B. Site Finished. Color as Selected by Architect. Coordinate with "PAINTING" Section.
- C. Provide factory-installed wide-angle peepholes in unit entry doors, centered at 60 inches above finished floor unless otherwise indicated. Peepholes shall be UL-listed, vandal-resistant, with a minimum 160-degree viewing angle. Finish to match door hardware unless otherwise noted.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

3.02 INSTALLATION

- A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
- B. Coordinate frame anchor placement with wall construction.
- C. Coordinate installation of hardware.
- D. Coordinate installation of glazing.
- E. Touch up damaged factory finishes.

3.03 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

3.04 ADJUSTING

- B. Adjust for smooth and balanced door movement.

3.05 SCHEDULE - See Drawings

END OF SECTION

SECTION 08 14 16
FLUSH WOOD DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flush wood doors; flush and flush glazed configuration; fire rated, non-rated, and acoustical.
- B. Extent and location of each type of flush wood door is indicated on drawings and in schedules.
- C. Flush wood doors are to be natural finished under Division 9 of these specifications.
- D. Factory-prefitting to frames and factory-premachining for hardware for wood doors is included in this section

1.02 RELATED REQUIREMENTS

- A. Section 06 20 00 - Finish Carpentry: Wood door frames.
- B. Section 08 11 13 - Hollow Metal Doors and Frames.
- C. Section 08 71 00 - Door Hardware.
- D. Section 09 91 00 - Painting.

1.03 SUBMITTALS

- A. Comply with Division 1, Section 01 33 23 - Shop Drawings, Product data and Samples.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Door manufacturer's technical data for each type of door, including details of core and edge construction, trim for openings and louvers, and factory finishing specifications.
- E. Manufacturer's Installation Instructions: Indicate special installation instructions.

1.04 QUALITY ASSURANCE

- A. Quality Standards: Comply with the following standards:
 - 1. AWI Quality Standard: "Architectural Woodwork Quality Standards"; including Section 1300 "Architectural Flush Doors", of Architectural Woodwork Institute (AWI) for grade of door, core construction, finish and other requirements.
- B. Manufacturer: Obtain doors from a single manufacturer.
- C. Maintain one copy of the specified door quality standard on site for review during installation and finishing.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 66 00 - Product Handling.
- B. Package, deliver and store doors in accordance with specified quality standard.
- C. Accept doors on site in manufacturer's packaging. Inspect for damage.
- D. Protect doors with resilient packaging . Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges if stored more than one week. Break seal on site to permit ventilation.
- E. Identify each door with individual opening numbers which correlate with designation system used on shop drawings for door, frames, and hardware, using temporary, removable or concealed markings.
- F. Damaged products shall not be used.
- G. Protect adjoining work during installation. Protect installed products including finish hardware until contract acceptance.

1.06 PROJECT CONDITIONS

- A. Conditioning: Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized and will be maintained in storage and installation areas during

remainder of construction period to comply with the following requirements applicable to project's geographical location:

1. Referenced AWI quality standard including Section 100-S-11 " Relative Humidity and Moisture Content".

1.07 WARRANTY

- A. General: Warranties shall be in addition to, and not a limitation of, other rights the Owner may have under the Contract Documents.
- B. Door Manufacturer's Warranty: Submit written agreement in door manufacturer's standard form signed by Manufacturer, Installer and Contractor, agreeing to repair or replace defective doors that have warped (bow, cup or twist) or that show telegraphing of core construction in face veneers, or do not conform to tolerance limitations of referenced quality standards.
 1. Warranty shall also include reinstallation which may be required due to repair or replacement of defective doors where defect was not apparent prior to hanging.
 2. Warranty shall be in effect for 5 years following period of time after date of Substantial Completion.
- C. Contractor's Responsibilities: Replace or refinish doors where Contractor's work contributed to rejection or to voiding of manufacturer's warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering doors which may be incorporated in the work include, but are not limited to, the following:
 1. Solid Core Doors – Painted:
 - a. Algoma Hardwoods, Inc.
 - b. Benton Doors, Incorporated
 - c. Eggers Industries, Architectural Door Division.
 - d. Franks Door, Inc.
 - e. Ipik Door Co., Inc.
 - f. Mid South Door Company.
 - g. V.T. Industries.
 - h. Weyerhaeuser Company.
 - i. Approved equal.

2.02 INTERIOR FLUSH WOOD DOORS

- A. Doors: Refer to drawings for locations and additional requirements.
 1. Faces: Select red oak, grade A, rotary sliced, book matched. (Must match cabinets & trim).
 - a. Select Red Oak.
 - b. Grade A.
 - c. Rotary sliced.
 - d. Book Matched.
 - e. Finish to be selected by Architect.
 2. Quality Level: Premium Grade, in accordance with AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Section 1300.
 3. AWI Door Symbol: SLC-5.
 4. Construction: Solid bonded, lumber cores, no particle board allowable.
 5. Adhesive: Type I Exterior, Type II Interior.
 6. Edge Construction: Provide manufacturer's standard laminated edge construction for improved screw-holding capability and split resistance as compared to edges composed of a single layer of treated lumber. Edge band to match face veneer.

2.03 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Fabricate flush wood doors to produce doors complying with following requirements:

1. Moisture Content: 12% max. at time of fabrication.
2. Factory-prefit and premachine doors to fit frame opening sizes indicated with the following uniform clearances and bevels:
 - a. Comply with tolerance requirements of AWI for prefitting. Comply with final hardware schedules and door frame shop drawings and with hardware templates.
 - b. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with factory premachining.
3. Face veneer thickness, 1/50 inch minimum for outer exposed face layer (1/12" 2 ply minimum face).
4. Furnish doors free of warpage. Maximum allowable warp or twist shall be 1/4" as defined and qualified by National Woodwork Manufacturer's Standard Door Guarantee.
5. Furnish astragals for double doors.
6. Sealing: Seal top and bottom edges of door with 2 coats of spar varnish prior to shipment.
7. Fire Rated Doors: Equal to Weyerhaeuser "Roddis Fire Door", Eggers "Eggers Fire Door", Vauter "Vauter Fire Door", rated as shown on door schedule, comply with UL and FM requirements and AWI FS-1-1/2 or FS-3/4. Comply with ASTM E 152. Provide labels on all rated doors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.
- D. Examine installed door frames prior to hanging door:
 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jambs and level heads.
 2. Do not install doors in frames which would hinder the operation of the doors.
 3. Reject doors with defects.
- E. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Do not install doors in rooms where humidity will damage doors.
- C. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- D. Field-Finished Doors: Trimming to fit is acceptable.
 1. Adjust width of non-rated doors by cutting equally on both jamb edges.
 2. Trim maximum of 3/4 inch off bottom edges.
- E. Use machine tools to cut or drill for hardware.
- F. Coordinate installation of doors with installation of frames and hardware.
- G. Coordinate installation of glazing.
- H. Job-Fit Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted with fire-rated doors. Machine doors for hardware. Seal cut surfaces after fitting and machining.
 1. Fit doors for width by planing for height by sawing. Maximum allowable diagonal distortion is 1/16".
 2. Fitting Clearances for Non-Rated Doors: Provide 1/8" at jambs and heads; 1/16" per leaf at meeting stiles for pairs of doors; and 1/2" from bottom of door to top of decorative floor finish or covering. Where threshold is shown or scheduled, provide 1/4" clearance from bottom of door to top of threshold unless otherwise required by hardware supplied door sweep strip. Re: Division 8, Hardware.
 3. Bevel non-rated doors 1/8" in 2" at lock and hinge edges.

- I. Prefit Doors: Fit to frames for uniform clearance at each edge.
- J. Sealing: Seal all jobsite cut surfaces with 2 coats of sealer before final installation of doors.

3.03 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.
- C. Operation: Rehang or replace doors which do not swing or operate freely.
- D. Protect doors as recommended by door manufacturer to ensure that wood doors will be without damage or deterioration at time of Substantial Completion. Replace doors which were damaged during construction.
- E. Replace doors which are warped beyond allowable limits.
- F. At completion of project, clean and adjust all hardware, replace all damaged or broken parts. Remove all temporary protection.

END OF SECTION

SECTION 08 21 60
EMBOSSSED HARDBOARD PANEL DOORS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Extent and location of each type of embossed hardboard panel (EHP) door is indicated on drawings and in schedules.
- B. Types of doors required include the following:
 - 1. 4 panel or 6 panel, as scheduled.
- C. Embossed hardboard panel doors are to be factory primed but shall be field finish painted under Division 9 of these specifications.
- D. Factory-prefitting to frames and factory-premachining for hardware for EHP doors is included in this section.
- E. Wood door frames and other woodwork in juxtaposition to EHP doors are specified in Division-6 section "Architectural Woodwork".

1.02 SUBMITTALS

- A. Comply with Division 1, Section 01340.
- B. Product Data: Door manufacturer's technical data for each type of door, including details of core and edge construction, trim for openings and louvers.

1.03 QUALITY ASSURANCE

- A. Quality Standards: Comply with the following standards:
 - 1. Basic Hardboard Product Standard ANSI/AHA 135.4 - 1982
 - 2. NWWDAI.S.1.1 - 86, sec. 3.7.3 (B)
- B. Manufacturer: Obtain doors from a single manufacturer.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Comply with Division 1, Section 01610.
- B. Protect doors during transit, storage and handling to prevent damage, soiling and deterioration.

1.05 PROJECT CONDITIONS

- A. Conditioning: Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized and will be maintained in storage and installation areas during remainder of construction period to comply with the following requirements applicable to project's geographical location:
 - 1. Temperature: 50°F to 85°F
 - 2. Relative humidity: 43% to 70%

1.06 WARRANTY

- A. General: Warranties shall be in addition to, and not a limitation of, other rights the Owner may have under the Contract Documents.
- B. Door Manufacturer's Warranty: Submit written agreement in door manufacturer's standard form signed by Manufacturer, Installer and Contractor, agreeing to repair or replace defective doors that have warped (bow, cup or twist) or that show telegraphing of core construction in face veneers, or do not conform to tolerance limitations of referenced quality standards.
 - 1. Warranty shall also include reinstallation which may be required due to repair or replacement of defective doors where defect was not apparent prior to hanging.

2. Warranty shall be in effect for 5 years following period of time after date of Substantial Completion.
- C. Contractor's Responsibilities: Replace or refinish doors where Contractor's work contributed to rejection or to voiding of manufacturer's warranty.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering doors which may be incorporated in the work include, but are not limited to, the following:
 1. Masonite Corporation
 2. Mohawk Doors, Inc.
 3. Approved equal

2.02 INTERIOR PANEL DOORS

- A. Hardboard Panel Doors for Painted Finish: Comply with the following requirements:
 1. Faces: 4 or 6 panel embossed hardboard as scheduled on drawings.
 2. Name brand panel.
 3. Waterproof adhesive.
 4. Factory primed.
 5. Edge Construction: Provide manufacturer's standard edge construction for improved screw-holding capability and split resistance.

2.03 FABRICATION

- A. Fabricate EHP doors to produce doors complying with following requirements:
 1. In sizes indicated on schedules.
 2. Factory-prefit and premachine doors to fit frame opening sizes indicated with the following uniform clearances and bevels:
 - a. Comply with tolerance requirements of AWI for prefitting. Comply with final hardware schedules and door frame shop drawings and with hardware templates.
 - b. Furnish units drilled for specified hardware sets.
 3. Pre-hung, pre-framed units. Refer to SECTION 08260 DOOR OPENING ASSEMBLIES.
 4. Furnish doors free of warpage. Maximum allowable warp or twist shall be 1/4" as defined and qualified by National Woodwork Manufacturer's Standard Door Guarantee.
 5. Furnish astragals for double doors.
 6. Sealing: Seal top and bottom edges of door with 2 coats of spar varnish prior to shipment.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine EHP door prior to installing in frames.
 1. Verify that doors comply with indicated requirements for type, size, location, and have no defects.
 2. Reject doors with defects.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Do not install doors in rooms where humidity will damage doors.
- B. Hardware: For installation see Division-8 "Finish Hardware" section of these specifications.
- C. Manufacturer's Instructions: Install EHP door units to comply with manufacturer's instructions and of referenced AWI standard and as indicated.
- D. Prefit Doors: Fit to frames for uniform clearance at each edge.

- E. Sealing: Seal all jobsite cut surfaces with 2 coats of sealer before final installation of doors.
- F. Door Units: Set, plumb, level and secure to rough buck. Wedge at specified hinge and lock locations and at top and bottom of lock side of frame. Adjust wedges to plumb door unit. Nail through frame at wedge locations to secure wedges and unit. Trim off wedges if required to clear casing. Apply casing trim to opposite side. Set nails to receive filler by others.
- G. Field-Finished Doors: Refer to the following for finishing requirements:
 - 1. Division-9 section "Painting".

3.03 ADJUSTING AND PROTECTION

- A. Operation: Rehang or replace doors which do not swing or operate freely.
- B. Protect doors as recommended by door manufacturer to ensure that wood doors will be without damage or deterioration at time of Substantial Completion.
- C. Replace doors which are warped beyond allowable limits.
- D. At completion of project, clean and adjust all hardware, replace all damaged or broken parts. Remove all temporary protection.

END OF SECTION

SECTION 08 41 10
EXTERIOR ALUMINUM STOREFRONTS & WINDOWS
(SERIES 3000 FLUSH GLAZE)

PART 1 - GENERAL

1.01 SUMMARY

- 1. Related Documents: Conditions of the Contract, Division 1 - General Requirements, and Drawings apply to Work of this Section.
- B. Section Includes:
 - 1. Storefront system, complete with reinforcing, fasteners, anchors, and attachment devices.
 - 2. Accessories necessary to complete work.
- C. Products Furnished But Not Installed Under This Section:
 - 1. Anchoring devices which are built into masonry.
 - 2. Anchoring devices which are cast in concrete.
- D. Related Sections:
 - 1. Section 05 50 00 Metal Fabrications.
 - 2. Section 06 10 00 Rough Carpentry.
 - 3. Section 07 90 00 - Joint Sealers.
 - 4. Section 08 41 00- Aluminum Framed Entrance Doors & Storefronts.
 - 5. Section 08 71 00 - Door Hardware.
 - 6. Section 08 81 00 - Glass and Glazing.

1.02 REFERENCES

- A. Aluminum Association (AA):
 - 1. DAF-45 Designation System for Aluminum Finishes.
- B. American Architectural Manufacturers Association (AAMA):
 - 1. 501 Methods of Test for Exterior Walls.
 - 2. 501.2 Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems.
 - 3. 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
 - 4. 611 Voluntary Specification for Anodized Architectural Aluminum.
 - 5. 701 Voluntary Specifications for Pile Weatherstripping and Replaceable Fenestration Weatherseals.
 - 6. CW-10 Care and Handling of Architectural Aluminum From Shop to Site.
 - 7. SFM1 Aluminum Storefront and Entrance Manual.
- C. American Society for Testing and Materials (ASTM):
 - 1. A36 Structural Steel.
 - 2. A123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. B209 Aluminum and Aluminum - Alloy Sheet and Plate.
 - 4. B221 Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
 - 5. E283 Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors.
 - 6. E330 Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.
 - 7. E331 Test Method for Water Penetration of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.
- D. Glass Association of North America (GANA):
 - 1. Glazing Manual
- E. Federal Specifications (FS):

1. TT-P-641G(1) Primer Coating, Zinc Dust-Zinc Oxide (For Galvanized Surfaces).
 2. TT-P-645A Primer, Paint, Zinc Chromate, Alkyd Type.
- F. Steel Structures Painting Council (SSPC):
1. Cold-Applied Asphalt Mastic (Extra Thick Film).

1.03 SYSTEM REQUIREMENTS

A. Design Requirements:

1. Drawings are diagrammatic and do not purport to identify nor solve problems of thermal or structural movement, glazing, anchorage, or moisture disposal.
2. Requirements shown by details are intended to establish basic dimension of units, sight lines and profiles of members.
3. Provide concealed fastening.
4. Provide entrance and storefront systems, including necessary modifications, to meet specified requirements and maintaining visual design concepts.
5. Attachment considerations are to take into account site peculiarities and expansion and contraction movements so there is no possibility of loosening, weakening or fracturing connection between units and building structure or between units themselves.
6. Provide for expansion and contraction due to structural movement without detriment to appearance or performance.
7. Framing systems shall accommodate expansion and contraction movement due to surface temperature differentials of 180 degrees F without causing buckling, stress on glass, failure of joint seals, excessive stress on structural elements, reduction of performance, or other detrimental effects.

B. Performance Requirements:

1. Wind loads: Provide framing system capable of withstanding wind load design pressures of 40 psf acting inward and 40 psf acting outward. The design pressures are based on the IBC Building Code; 2015 Edition.
2. Air infiltration: Air leakage through fixed light areas of storefront shall not exceed 0.06 cfm per square foot of surface area when tested in accordance with ASTM E283 at differential static pressure of 6.24 psf.
3. Water infiltration: No uncontrolled leakage when tested in accordance with ASTM E331 at test pressure of 10 psf as defined in AAMA 501.
4. Deflection:

Maximum calculated deflection of any framing member in direction normal to plane of wall when subjected to specified design pressures for spans up to and including 13'-6" shall be limited to $[1/175]$ of its clear span and for spans greater than 13'-6" deflection shall be limited to $[1/240]$ of its clear span + 1/4", except that maximum deflection of members supporting plaster surfaces shall not exceed 1/360 of its span.

C. Testing Requirements: Provide components that have been previously tested by an independent testing laboratory.

1.04 SUBMITTALS

A. General: Submit in accordance with Section 01300.

B. Product Data:

1. Submit manufacturer's descriptive literature and product specifications.
2. Include information for factory finishes, hardware, accessories, and other required components.
3. Include color charts for finish indicating manufacturer's standard colors available for selection.

C. Shop Drawings:

1. Submit shop drawings covering fabrication, installation and finish of specified systems.
2. Include following:
 - a. Fully dimensioned plans and elevations with detail coordination keys.
 - b. Locations of exposed fasteners and joints.

3. Provide detailed drawings of:
 - a. Composite members.
 - b. Joint connections for framing systems and for entrance doors.
 - c. Anchorage.
 - d. System reinforcements.
 - e. System expansion and contraction provisions.
 - f. Glazing methods and accessories.
 - g. Internal sealant requirements.
 4. Schedule of finishes.
 - D. Samples:
 1. Submit manufacturers standard samples indicating quality of finish.
 2. Where normal texture or color variations are expected, include additional samples illustrating range of variation.
 3. Submit samples for each type of glass, 12 x 12 inch size.
 - E. Test Reports:
 1. Standard Systems: Submit certified copies of previous test reports substantiating performance of system in lieu of retesting. Include other supportive data as necessary.
 - F. Qualification Data:
 1. Submit installer qualifications verifying years of experience.
 - G. Manufacturer's Instructions: Submit manufacturer's printed installation instructions.
- 1.05 QUALITY ASSURANCE
- A. Single Source Responsibility:
 1. To ensure quality of appearance and performance, obtain materials for systems from either a single manufacturer or from manufacturer approved by systems manufacturer.
 - B. Installer Qualifications: Certified in writing by system manufacturer as qualified for installation of specified systems.
 - C. Perform Work in accordance with AAMA SFM1 and manufacturer's written instructions.
- 1.06 DELIVERY, STORAGE, AND HANDLING
- A. Comply with requirements of Section 01 62 00.
 - B. Protect finished surfaces as necessary to prevent damage.
 - C. Do not use adhesive papers or sprayed coatings that become firmly bonded when exposed to sun.
 - D. Do not leave coating residue on any surfaces.
 - E. Replace damaged units.
- 1.07 WARRANTY
- A. Provide warranties in accordance with Section 01 77 19.
 - B. Provide written warranty in form acceptable to Owner jointly signed by manufacturer, installer and Contractor warranting work to be watertight, free from defective materials, defective workmanship, glass breakage due to defective design, and agreeing to replace components which fail within 1 year from date of Substantial Completion.
 - C. Warranty shall cover following:
 1. Complete watertight and airtight system installation within specified tolerances.
 2. System is structurally sound and free from distortion.
 - D. Provide written warranty stating organic coating finish will be free from fading more than 10%, chalking, yellowing, peeling, cracking, pitting, corroding or non-uniformity of color, or gloss deterioration beyond manufacturer's descriptive standards for 1 year from date of Substantial Completion and agreeing to promptly correct defects.

PART 2 - PRODUCTS

2.01 MANUFACTURERS AND PRODUCTS

- A. Subject to compliance with requirements indicated, provide products by one of the following:
 - 1. **Oldcastle BuildingEnvelope®**, Terrell, TX.
 - 2. Kawneer.
- B. Substitutions: Submit under provisions of Section 01 62 00, a minimum of 10 days prior to bid date.

C. Acceptable Storefront Framing System:

Flush Glazed System, center set, exterior loaded
 Series 3000 -2" x 4 1/2" mullion profile; accommodates 1" glazing with 1/4" as an option.

2.02 FRAMING MATERIALS AND ACCESSORIES

- A. Aluminum:
 - 1. ASTM B221, alloy 6063-T5 for extrusions; ASTM B209, alloy 5005-H16 for sheets; or other alloys and temper recommended by manufacturer appropriate for specified finish.
- B. Internal Reinforcing:
 - 1. ASTM A36 for carbon steel.
 - 2. Shapes and sizes to suit installation.
 - 3. Steel components factory coated with alkyd type zinc chromate primer complying with FS TT-P-645.
- C. Anchorage Devices:
 - 1. Manufacturer's standard formed or fabricated steel or aluminum assemblies of shapes, plates, bars or tubes.
 - 2. Hot-dip galvanize steel assemblies after fabrication, comply with ASTM A123, 2.0 ounce minimum coating.
- D. Fasteners:
 - 1. Aluminum, non-magnetic stainless steel or other non-corrosive materials compatible with items being fastened.
 - 2. Provide concealed fasteners wherever possible.
 - 3. For exposed locations, provide Phillips flathead screws with finish matching item fastened.
 - 4. For concealed locations, provide manufacturer's standard fasteners.
- E. Expansion Anchor Devices: Lead-shield or toothed-steel, drilled-in, expansion bolt anchors.
- F. Protective Coatings: Cold-applied asphalt mastic complying with SSPC, compounded for 30 mil thickness for each coat; or alkyd type zinc chromate primer complying with FS TT-P-645.
- G. Touch-Up Primer for Galvanized Components: Zinc oxide conforming with FS TT-P-641.
- H. Glazing Gaskets:
 - 1. Compression type design, replaceable, molded or extruded, of neoprene, polyvinyl chloride (PVC), or ethylene propylene diene monomer (EPDM).
 - 2. Profile and hardness as required to maintain uniform pressure for watertight seal.
- I. Weatherstripping:
 - 1. Wool pile conforming to AAMA 701.2.
 - 2. Provide EPDM or vinylblade gasket weatherstripping in bottom door rail, adjustable for contact with threshold.
- J. Internal Sealants and Baffles.

2.03 GLASS AND GLAZING ACCESSORIES

- A. Refer to Section 08 80 00.

2.04 FABRICATION

- A. Coordination of Fabrication:
 - 1. Check actual frame or door openings required in construction work by accurate field measurements before fabrication.
 - 2. Fabricate units to withstand loads that will be applied when system is in place.
- B. General

1. Conceal fasteners wherever possible.
2. Reinforce work as necessary for performance requirements, and for support to structure.
3. Separate dissimilar metals and aluminum in contact with concrete utilizing protective coating or preformed separators, which will prevent contact and corrosion.
4. Comply with Section 08 80 00 for glazing requirements.

C. Aluminum Framing:

1. Provide members of size, shape and profile indicated, designed to provide for glazing from exterior.
2. Fabricate frame assemblies with joints straight and tight fitting.
3. Reinforce internally with structural members as necessary to support design loads.
4. Maintain accurate relation of planes and angles, with hairline fit of contacting members.
5. Seal horizontals and direct moisture accumulation to exterior.
6. Provide flashings and other materials used internally or externally that are corrosive resistant, non-staining, non-bleeding and compatible with adjoining materials.
7. Provide manufacturer's extrusions and accessories to accommodate expansion and contraction due to temperature changes without detrimental to appearance or performance.

D. Welding:

1. Comply with recommendations of the American Welding Society.
2. Use recommended electrodes and methods to avoid distortion and discoloration.
3. Grind exposed welds smooth and flush with adjacent surfaces; restore mechanical finish.

E. Flashings: Form from sheet aluminum with same finish as extruded sections. Apply finish after fabrication. Material thickness as required to suit condition without deflection or "oil-canning".

2.05 FINISHES

A. Dark Bronze:

1. Conforming to AA-M12C22A31 and AAMA 607.1.
2. Architectural Class II, etched, medium matte, 0.4 mil minimum thickness.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine conditions and proceed with Work in accordance with Section 01 41 00.

3.02 INSTALLATION

A. Erection Tolerances:

1. Limit variations from plumb and level:
 - a. 1/8 inch in 10'-0" vertically.
 - b. 1/8 inch in 20'-0" horizontally.
2. Limit variations from theoretical locations: 1/4 inch for any member at any location.
3. Limit offsets in theoretical end-to-end and edge-to-edge alignment: 1/16 inch from flush surfaces not more than 2 inches apart or out-of-flush by more than 1/4 inch.

B. Install doors and hardware in accordance with manufacturer's printed instructions.

C. Set units plumb, level and true to line, without warp or rack of frame.

D. Anchor securely in place, allowing for required movement, including expansion and contraction.

E. Separate dissimilar materials at contact points, including metal in contact with masonry or concrete surfaces, with bituminous paint or preformed separators to prevent contact and corrosion.

F. Set sill members in bed of sealant. Set other members with internal sealants and baffles to provide weather-tight construction.

G. Coordinate installation of perimeter sealant and backing materials between assemblies and adjacent construction in accordance with requirements of Section 07 92 00.

H. Glazing: Refer to requirements of Section 08 80 00.

3.03 ADJUSTING

- A. Test door operating functions. Adjust closing and latching speeds and other hardware in accordance with manufacturer's instructions to ensure smooth operation.

3.04 CLEANING

- A. Clean surfaces in compliance with manufacturer's recommendations; remove excess mastic, mastic smears, foreign materials and other unsightly marks.
- B. Clean metal surfaces exercising care to avoid damage.

END OF SECTION

SECTION 08 71 00
DOOR HARDWARE

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Any door shown on the drawings and not specifically referenced in the hardware sets shall be provided with identical hardware as specified on other similar openings and shall be included in the finish hardware suppliers bid.
- B. Hardware supplier shall notify the Architect in writing of any discrepancies no less than five (5) working days prior to the bid date that could result in hardware being supplied that is non-functional, that will not meet local codes, or any door that is not covered in this specification.

1.02 RELATED DOCUMENTS

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

1.03 SUMMARY

- A. This Section includes the following:
 - 1. Commercial door hardware for the following:
 - a. Swinging doors.
 - b. Other doors to the extent indicated.
 - 2. Owner-Provided, Contractor-Installed Door Hardware:
 - a. Cylindrical Lever Door Locksets
 - b. Cylindrical Knob Door Locksets
 - c. Door Deadbolts

1.04 SUBMITTALS

- A. Product Data: Include installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.
 - a. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - b. Content: Include the following information:
 - 1) Type, style, function, size, label, hand, and finish of each door hardware item.
 - 2) Manufacturer of each item.
 - 3) Fastenings and other pertinent information.
 - 4) Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - 5) Explanation of abbreviations, symbols, and codes contained in schedule.
 - 6) Mounting locations for door hardware.
 - 7) Door and frame sizes and materials.
 - c. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system

explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced Installer who has completed both standard and electrified builders hardware and integrated access control installations similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Source Limitations: Obtain each type and variety of aluminum, steel and wood door hardware from the same single source manufacturer and supplier, unless otherwise indicated.
- C. Regulatory Requirements: Comply with provisions of the following:
 - 1. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1 as follows:
 - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
 - b. Door Closers: Comply with the following maximum opening-force requirements indicated:
 - 1) Interior Hinged Doors: 5 lbf applied perpendicular to door.
 - 2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - (a) Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.
 - c. NFPA 101: Comply with the following for means of egress doors:
 - 1) Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
 - 2) Thresholds: Not more than 1/2 inch high.
 - d. International Building Code (2006).
- D. Keying Conference: Conduct conference to comply with requirements in Division 1 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control system.
 - 4. Installation of permanent keys and cylinder cores.
 - 5. Address and requirements for delivery of keys.
- E. Prior to Substantial Completion, the hardware supplier and general contractor shall perform an on site survey of the hardware installation. All hardware found to be loose, out of proper alignment, or installed incorrectly (including incorrect fasteners) shall be adjusted or reinstalled by the general contractor for proper function and operation. The hardware supplier and general contractor shall submit a written report certifying that all hardware is properly installed and operation correctly.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. One complete shipment of door hardware as detailed in approved Door Hardware Schedule Shop Drawings to be inventoried on site and, upon receipt of material, be secure in lock-up room provided with shelving for door hardware.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Contractor shall coordinate and verify all owner-provided items and ensure all required accessories and templates for proper installation are available prior to installation. Notify Architect immediately of any compatibility issues or deficiencies.

1.07 COORDINATION

- A. Templates: Door Hardware Supplier to provide and distribute to the parties involved for templating for doors, frames, and other work specified to be factory prepared for installing

standard, electrified and access control door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

- B. Contractor shall coordinate installation of Owner-Provided cylindrical locksets and deadbolts, ensuring correct handing, backset, and prep.

1.08 WARRANTY

- A. Warranty Period: All finish hardware shall be supplied with a One (1) year warranty by the manufacturer against defects in materials and workmanship from date of Substantial Completion, unless otherwise indicated below.
- B. Special Warranty Periods:
 - 1. Five (5) years for cylindrical locksets.
 - 2. Five (5) years for exit devices.
 - 3. Ten (10) years for manual door closers.
- C. Owner-provided cylindrical locks and deadbolts shall be covered by manufacturer's warranty. Contractor warranty shall apply to proper installation only.

PART 2 PRODUCTS

2.01 SCHEDULED DOOR HARDWARE

- A. General:
 - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated for named products listed in Hardware Sets.
 - 2. Sequence of Operation: Provide electrified and access control hardware function, sequence of operation, and interface with other building control systems indicated.
- B. Designations:
 - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing quality standards of utility and performance.
 - 2. Architect and Owner reserve the right to approve all substitutions proposed for this specification.
 - 3. The following items will be provided by the Owner and installed by the Contractor:
 - i. Dormakaba QCL200 Series Cylindrical Locks
 - ii. Arrow Assa Abloy RK Series Cylindrical Locksets
 - iii. Tell Doors & Hardware DB2400 Series Deadbolts
 - 4. Note: Contractor to install Owner-provided locks and deadbolts at locations indicated in the hardware sets and/or door schedule. Coordinate all cutouts and mounting hardware in advance. All installations must meet applicable codes and manufacturer instructions.

2.02 HINGES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Continuous Geared Hinges (Aluminum):
 - a. Hager (HA).
 - b. Select (SE).
 - c. McKinney Products (MC).
 - d. Pemko Manufacturing (PE).
- B. Standards: BHMA Certified products complying with the following:
 - 1. Continuous Geared Hinges: BHMA A156.26.
- C. Continuous-Geared Hinges (Aluminum): Minimum 0.120-inch thick, hinge leaves with minimum overall width of 4 inches; fabricated to full height of door and frame. Fabricate hinges non-handed and to template screw locations. Continuous hinges guaranteed for the life of the opening.

2.03 DOOR BOLTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Flush Bolts:
 - a. Hager (HA).
 - b. McKinney Products (MC).
 - c. Rockwood Manufacturing (RO).
 - d. Trimco Manufacturing (TR).
- B. Standards: Comply with the following:
 - 1. Manual Flush Bolts: BHMA A156.16.
- C. Flush Bolts: BHMA Certified Grade 1.
- D. Provide bolts with top rod of sufficient length to allow bolt location approximately six feet from the floor regardless if detailed as such in hardware sets. Furnish dust proof strikes for bottom bolts.
- E. Bolt Throw: Comply with testing requirements for length of bolts to comply with labeled fire door requirements, and as follows:
 - 1. Mortise Flush Bolts: Minimum 3/4-inch throw.

2.04 LOCKS AND LATCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Mechanical Mortise Locks and Latches:
 - a. Yale (YA) - 8800 Series with CRE Trim.
 - b. Corbin Russwin (CR) - ML2000 Series with LSM Trim.
 - c. Sargent (SA) - 8200 Series with LS1J Trim.
- B. Standards: Comply with the following:
 - 1. Mortise Locks and Latches: BHMA A156.13.
- C. Mortise Locks: BHMA Certified Grade 1, Series 1000.
- D. Mortise Lock trim shall be Certified to meet ANSI /BHMA A156.13 Grade 1 Operational and Security.
- E. Lock Functions: Function numbers and descriptions indicated in the Door Hardware Schedule comply with the following:
 - 1. Mortise Locks: BHMA A156.13.
- F. Provide mortise locks with Stainless Steel latchbolts and deadbolts only. Brass bolts will not be accepted.
- G. All locks to be easily field reversible without the need to open the lock case.
- H. Lock Throw: Comply with testing requirements for length of bolts to comply with labeled fire door requirements, and as follows:
 - 1. Mortise Locks: Minimum 3/4-inch latchbolt throw.
 - 2. Deadbolts: Minimum 1-inch bolt throw.
- I. Backset: 2-3/4 inches unless otherwise indicated.
- J. Cylindrical Locks and Deadbolts (Owner-Provided/Contractor-Installed):
 - 1. Dormakaba QCL200 Series – Cylindrical lever locks
 - 2. Arrow Assa Abloy RK Series – Cylindrical knob locks
 - 3. Tell DB2400 Series – Deadbolts
 - a. All locks must be ANSI/BHMA Grade 1 or 2.
 - b. Backset: 2-3/4 inches.
 - c. Contractor shall confirm compatibility with door preparations and ensure proper function and secure installation.

2.05 CYLINDERS AND KEYING

- A. All Locks requiring cylinders shall be factory keyed to the existing YALE PG 6 PIN RESTRICTED key system as directed by the owner. (No Substitutions.)
- B. Standards: Comply with the following:
 - 1. Cylinders: BHMA A156.5.
- C. Cylinder Grade: BHMA Certified Grade 1.
- D. Construction Keying: Comply with the following:
 - 1. Construction Master keying: Provide temporary construction master keyed cylinders to maintain adequate security for the building during the construction period.
 - 2. Temporary construction master keys only will be issued to the General Contractor during the construction period.
- E. Keying System: Unless otherwise indicated, provide for a keying system complying with the following requirements:
 - 1. Master Key System: Cylinders shall be key operated by a change key, master key, and a grand master key. Conduct keying meeting with End User to define and document keying system instructions and requirements.
- F. Keys: Provide nickel-silver keys complying with the following:
 - 1. Stamping: Permanently inscribe each key with a visual key control number and as directed by Owner.
 - 2. Quantity: Provide the following:
 - a. Cylinder Change Keys (Per Key Set): Two.
 - b. Master Keys (Per Tenant): Two.
 - c. Grand Master Keys: Two.
 - d. Construction keys: Four.
- G. The General Contractor shall turn over all keys to the Owner at least ten (10) days prior to final inspection, to recipient designated at the keying conference. Four type-written lists showing heading numbers, Architect's mark, Owner's room number, key change number and number of keys, along with tagged keys shall be turned over to the Owner. After checking the keys against the itemized list, one copy will be signed by the Owners' agent and shall serve as a receipt.
 - 1. All keys shall be delivered directly to the Owner by Hardware Supplier. Owner will sign out keys to Contractor.
 - 2. Permanent cores shall be installed by the Hardware Supplier.
 - 3. Hardware supplier shall have the manufacturer of the cores on this building furnish the Owner a duplicate list of all the key change numbers used in the project, including master keys.

2.06 EXIT DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Exit Devices:
 - a. Yale 7000 Series with Squarebolt.
 - b. Corbin Russwin ED5000 Series with Securebolt.
 - c. Von Duprin 99XP Series.
 - d. All exit devices shall have Stainless Steel chassis, pushpads, and cover plates.
- B. Standard: BHMA A156.3.
- C. Exit Devices: BHMA Certified Grade 1.
- D. Latchbolt: High-grade, heat-treated, corrosion-resistant nickel steel alloy. Slide-action deadbolt with positive deadlocking by auxiliary bolt.
- E. Panic Exit Devices: Listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.

- F. Fire Exit Devices: Complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252.
- G. Outside Trim: Match design for locksets and latchsets, unless otherwise indicated.
- H. Through Bolt Installation: For exit devices and trim as required for fire rated wood doors.

2.07 CLOSERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one the following:
 - 1. Surface-Mounted Closers (Heavy Duty): BHMA Certified Grade 1.
 - a. Corbin Russwin Hardware (CR) - DC8000 Series.
 - b. LCN (LC) - 4040 Series.
 - c. Norton Door Controls (NO) - 7500 Series.
 - d. Sargent Manufacturing (SA) - 351 Series.
 - e. Yale Security Group (YA) - 4400 Series.
- B. Standards: Comply with the following:
 - 1. Closers: BHMA A156.4.
- C. Size of Units: Unless otherwise indicated, comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide non-handed, factory-sized closers adjustable to meet field conditions and requirements for opening force.
- D. Closer Options: As indicated in hardware sets, provide door closer options including: delayed action, hold open arms, extra duty parallel arms, positive stop/hold open arms, compression stop/hold open arms, special mounting brackets, spacers and drop plates. Through bolt type mounting is required as indicated in the door hardware sets.

2.08 OPERATING AND PROTECTIVE TRIM UNITS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Metal Protective Trim Units:
 - a. Hager (HA).
 - b. McKinney Products (MC).
 - c. Rockwood Manufacturing (RO).
 - d. Trimco Manufacturing (TR).
- B. Standard: Comply with BHMA A156.6.
- C. Materials: Fabricate protection plates from the following:
 - 1. Brass/Bronze and Stainless Steel: .050 inches thick, beveled four sides (B4E) with countersunk screw holes.
- D. Fasteners: Provide manufacturer's designated fastener type as indicated in door hardware sets.
- E. Furnish protection plates sized 2 inches less than door width (LDW) on push side and 1 inch less door width on pull side by height specified in door hardware sets.

2.09 STOPS AND HOLDERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Stops and Holders:
 - a. Hager (HA).
 - b. McKinney Products (MC).
 - c. Rockwood Manufacturing (RO).
 - d. Trimco Manufacturing (TR).
- B. Standards: Comply with the following:
 - 1. Stops and Bumpers: BHMA A156.16.
 - 2. Electromagnetic Door Holders: BHMA A156.15.

- 3. Combination Overhead Holders and Stops: BHMA A156.8.
- 4. Door Silencers: BHMA A156.16.
- C. Stops and Bumpers: BHMA Certified Grade 1.
- D. Combination Overhead Stops and Holders: Certified BHMA Grade 1.
 - 1. Glynn-Johnson (GJ)
 - 2. Rixson Hardware (RX)
 - 3. Sargent Hardware (SA)
- E. Silencers for Metal Door Frames: BHMA Grade 1; neoprene or rubber, minimum diameter 1/2 inch fabricated for drilled-in application to frame. Provide (3) per single door and (2) per paired door frame if applied gasketing is not specified in Hardware Sets.

2.10 DOOR THRESHOLDS, WEATHERSTRIPPING AND GASKETING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Door Thresholds, Weatherstripping and Gasket Seals:
 - a. Hager (HA).
 - b. Pemko Manufacturing (PE).
 - c. National Guard (NG).
 - d. McKinney (MC).
- B. Standard: Comply with BHMA A156.22.
- C. General: Provide continuous weatherstrip seal on exterior doors and smoke, light, or sound gasketing on interior doors where specified. Provide non-corrosive fasteners for exterior applications.
 - 1. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame. Install header seal before mounting door closer arms.
 - 2. Meeting Stile Astragals: Fasten to meeting stiles, forming seal when doors are closed.
 - 3. Door Sweep: Apply to bottom of door, forming seal with threshold when door is closed.

2.11 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.12 FINISHES

- A. Standard: Comply with BHMA A156.18.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- D. BHMA Designations: Comply with base material and finish requirements indicated by the following:
 - 1. BHMA 600: Primed for painting, over steel base metal.
 - 2. BHMA 613: Dark-oxidized satin bronze, oil rubbed, over bronze base metal.
 - 3. BHMA 690: Dark bronze painted, over any base metal.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical source power to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

- D. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.02 PREPARATION

- A. Steel Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.03 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. Custom Steel Doors and Frames: DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
 - 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- C. Provide and coordinate concealed wood blocking for wall mount stops as detailed in Door Hardware Schedule.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

3.04 FIELD QUALITY CONTROL

- A. The Contractor shall comply with AIA A201 1997 section 3.3.1 which reads as follows: "The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the contract Documents give other specific instructions concerning these matters."

3.05 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.

3.06 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper finish. and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

END OF SECTION

SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Acoustic insulation.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.
- D. Textured finish system.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 07 84 00 – Firestopping.
- C. Section 07 92 00 - Sealants and Caulking
- D. Section 09 91 00 - Painting

1.03 REFERENCE STANDARDS

- A. ANSI A108.11 - American National Standard for Interior Installation of Cementitious Backer Units; 2010 (Revised).
- B. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 1999 (Reaffirmed 2010).
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- D. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2009).
- E. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- F. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- G. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.
- H. ASTM C1325 - Specification for Non-Asbestos Fiber-Mat Reinforced Cementitious Backer Units; 2014.
- I. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- J. GA-216 - Application and Finishing of Gypsum Board; 2013.
- K. UL Design Nos. L570, U305, U407 – Fire-Resistance-Rated Assemblies.

1.04 FIELD CONDITIONS

- A. Temperature: Maintain temperature uniformly within the range of 55 degrees to 70 degrees F for 24 hours before, during and after wall application and joint finishing.
- B. Ventilation: Provide adequate ventilation to eliminate moisture build-up.

1.05 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Comply with Division 1, Section 01 66 00 - Product handling.
- B. Storage:
 - 1. Store materials inside under cover and stacked flat on clean, dry floor.
 - 2. Avoid overloading floor system.
 - 3. Distribute material storage areas to provide working area for other trades.
 - 4. Store adhesives at approximately 70 degrees F for 24 hours before using.

PART 2 PRODUCTS

2.01 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum Company.
 - 2. CertainTeed Corporation.
 - 3. Georgia-Pacific Gypsum.
 - 4. National Gypsum Company.
 - 5. PABCO Gypsum.
 - 6. USG Corporation.
 - 7. Approved Equal.
- B. Gypsum Wallboard and Ceilings: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Regular Gypsum Wallboard:
 - a. 5/8 inch for walls and ceilings in non-rated partitions.
 - 2. Type X Gypsum Board:
 - a. 5/8 inch thick.
 - b. Required at fire-rated assemblies (UL L570, U305, U407)
 - 3. Mold/Moisture-Resistant Board:
 - a. Approved Products:
 - 1) M-Bloc (American Gypsum)
 - 2) ToughRock Mold-Guard (Georgia-Pacific)

2.02 ACCESSORIES

- A. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- B. Fasteners:
 - 1. Type W, drywall screws (wood studs, joists or blocking).
 - 2. Length as required to provide 3/4" minimum penetration into framing.
 - a. Single layer and base layer: 1-1/4".
 - b. Face layer of double layer: 2".
- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Ready-mixed vinyl-based joint compound.
 - 2. Joint Tape: Perforated.
 - 3. Joint Compound: Ready mix.
 - 4. Metal Corner Beads: Galvanized or Zinc.
 - 5. Plastic Corner Beads: PVC

2.03 FINISH

- A. Ceilings and Walls: Orange peel fine texture.
- B. Note: Smooth finish required at areas receiving wall coverings and ceramic tile.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Studs: Space studs at 16 inches on center.
 - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.

- B. Install per framing drawings and fire-rated UL assemblies where applicable:
 - 1. UL L570: Suspended ceiling with resilient channels and insulation.
 - 2. UL U305: Wood stud wall, 5/8" Type X both sides, insulation in cavity.
 - 3. UL U407: Wood stud wall, 5/8" Type X both sides, insulation in cavity.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.

3.04 BOARD INSTALLATION

- A. Install sound blanket between studs where indicated on drawings.
- B. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- C. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- D. Erect single layer fire rated gypsum board vertically, with edges and ends occurring over firm bearing.
- E. Screw attach gypsum board to framing.
 - 1. Use type W screws x length required to penetrate framing a min. of 3/4" (wood studs or blocking).
- F. Install moisture resistant gypsum board in all walls and ceilings in all restrooms and areas with any plumbing fixtures. Treat cut edges and holes in moisture resistant gypsum board with sealant.
- G. Place control joints to be consistent with lines of building spaces and in consistent pattern and as directed by Architect.
- H. Place corner beads at external corners. Use longest practical lengths. Place edge trim where gypsum board abuts dissimilar materials. Leave 3/8" minimum caulk joint opening.
- I. Tape, fill and sand exposed joints, edges, corners, openings and fixings, to produce surface ready to receive surface finishes. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch.
- J. Remove defective work.
- K. Cementitious Backing Board: Install over steel framing members, wood framing members, and plywood substrate where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.

3.05 TEXTURE FINISH

- A. Texture Required: Orange peel ceilings and walls, ready to receive painting.
- B. Finish to be smooth finish on walls scheduled to receive wall coverings or ceramic tile.

3.06 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.07 CLEANING

- A. Restore to original condition, or replace, work or materials of other trades damaged or permanently stained during erection of drywall systems.

END OF SECTION

09 24 00
PORTLAND CEMENT PLASTERING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Portland cement plaster for installation over metal lath.
- B. Metal furring and lathing.
- C. Portland cement plaster with surface finish.
- D. EIFS type 100% acrylic finish coat.
- E. Extruded aluminum and vinyl (PVC) accessories.

1.2 SUBMITTALS

- A. See Section 01 33 23 for submittal procedures.

1.3 SYSTEM DESCRIPTION

- A. Erection requirements:
 - 1. Fabricate vertical elements to limit finish surface to 1/180 deflection under lateral point load of 100 lbs.
 - 2. Fabricate horizontal elements to limit finish surface to 1/360 deflection under superimposed dead loads and wind uplift loads.
- B. Metal Lath over framed or Masonry substrate: Three coat system, internally reinforced, of scratch, brown and finish coats. Overall thickness to be 7/8" minimum and 1-1/8" maximum.
- C. Acrylic finish coat, sand finish, color as selected.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with ANSI/ASTM C926 and PCA Plaster (stucco) manual.
- B. Copies of documents at project site: Maintain at project site a copy of each referenced document that prescribes execution requirements.

1.5 MOCK-UP

- A. Construct mock-up of exterior wall, 2 feet long by 2 feet wide, illustrating surface finish.
Per drawing
- B. Locate where directed.

1.6 FIELD CONDITIONS

- A. Do not apply plaster when substrate or ambient air temperature is under 50 degrees F or over 80 degrees F.
- B. Maintain minimum ambient temperature of 50 degrees F during installation of plaster and until cured.

PART 2 PRODUCTS

2.1 PLASTER MATERIALS

- A. Manufacturers:
 - 1. Keene's Cement Plaster
 - 2. Portland Cement Plaster
- B. Portland Cement: ASTM C 150, Type II, Alkali Resistant
 - 1. For finish coat: Refer to Plans and Schedules

2.2 PLASTER MIXES

- A. Over Metal Lath: Three-coat application, mixed and proportioned in accordance with ASTM C926
- B. Premixed Plaster Materials: Mix in accordance with manufacturer's instructions.
- C. Mix only as much plaster as can be used prior to initial set.
- D. Mix materials dry, to uniform color and consistency, before adding water.
- E. Protect mixtures from freezing, frost, contamination, and excessive evaporation.
- F. Do not retemper mixes after initial set has occurred.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify the suitability of existing conditions before starting work.
- B. Metal Lath and Accessories: Verify lath is flat, secured to substrate, and joint and surface perimeter accessories are in place.
- C. Mechanical and Electrical: Verify services within walls have been tested and approved.

3.2 PLASTERING

- A. Apply premixed plaster in accordance with manufacturer's instructions.
- B. Three-Coat Application Over Metal Lath:
 - 1. Apply first coat to a nominal thickness of 3/8 inch.
 - 2. Apply second coat to a nominal thickness of 3/8 inch.
 - 3. Apply finish coat to a nominal thickness of 1/4 inch.
- C. Moist cure base coats.
- D. Apply second coat immediately following initial set of first coat.
- E. After curing, dampen previous coat prior to applying finish coat.
- F. Avoid excessive working of surface. Dry troweling as long as possible to avoid drawing excess fines to surface.
- G. Moist cure finish coat for minimum period of 48 hours.
- H. Finish Texture: To match existing building areas to a consistent finish.
 - I. Avoid excessive working of surface. Delay troweling as long as possible to avoid drawing excess fines to surface.
- J. Moist cure finish coat for minimum period of 48 hours.

END OF SECTION

SECTION 09 30 00

TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Cementitious backer board as tile substrate.
- D. Ceramic accessories.
- E. Ceramic trim.
- F. Tile and Grout Sealant.

1.02 SUBMITTALS

- A. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- B. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 62 00 - Product Options and Substitutions, for additional provisions.
 - 2. Extra Tile: 10 square feet of each size, color, and surface finish combination.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing tile installation, with minimum of five years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.05 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

PART 2 PRODUCTS

2.01 TILE

- A. Manufacturers: All products by the same manufacturer.
 - 1. American Olean Corporation: www.americanolean.com.
 - 2. Dal-Tile Corporation: www.daltile.com.
 - 3. ICTC International.
 - 4. Orian.
 - 5. Substitutions: See Section 01 62 00 - Products Options and Substitutions.
 - 6. Size:
 - a. Floor: 12" x 12" floor.
 - b. Wall: 4" X 12" glazed wall tile with bullnose and cove base.
 - 7. Selected from Manufacturer's Standard and/or Premium range of ceramic tile.

2.02 GROUTS

- A. Epoxy Grout by approved manufacturer: color to be selected by Architect and Owner

2.03 ACCESSORY MATERIALS

- A. Concrete Floor Slab Crack Isolation Membrane: Material complying with ANSI A118.12; not intended as waterproofing.
 - 1. Type: Fluid-applied.

2. Thickness: 20 mils, maximum.
3. Crack Resistance: No failure at 1/16 inch gap, minimum.
4. Products:
 - a. LATICRETE International, Inc; LATICRETE Blue 92 Anti-Fracture Membrane: www.laticrete.com/#sle.
 - b. Merkrete, by Parex USA, Inc; Merkrete Fracture Guard: www.merkrete.com/sle.
 - c. Approved Equal.
- B. Backer Board: Cementitious type complying with ANSI A118.9; high density, glass fiber reinforced, 1/4 inch thick; 2 inch wide coated glass fiber tape for joints and corners.
- C. Tile and Grout Sealant:
 1. As recommended by Manufacturer of selected product.
 2. Color: To be selected by Architect.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- E. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.

3.03 INSTALLATION - GENERAL

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints, wall joints and trim joints.
- D. Slope floor to drains and install neatly around drains.
- E. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- F. Form internal angles square and external angles bullnosed.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep control and expansion joints free of mortar, grout, and adhesive.
- I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- J. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
- K. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

- L. Apply Tile and joint sealer.

3.04 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with TCA Handbook Method F113, dry-set or latex-portland cement bond coat, with standard grout, unless otherwise indicated.

3.05 INSTALLATION - WALL TILE

- A. Over cementitious backer units on studs, install in accordance with TCNA (HB) Method W244, using membrane at toilet rooms.

3.06 CLEANING

- A. Clean tile and grout surfaces.

3.07 PROTECTION

- A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

SECTION 09 51 00
SUSPENDED ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general conditions of Contract, including General and Supplementary Conditions and Divisions-1 Specification sections apply to work of this section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Acoustical ceiling panels.
 - 2. Exposed grid suspension system.
 - 3. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings.
- B. Related Sections:
 - 1. Section 01 60 00 - Product Requirements
 - 2. Section 09 29 16 Gypsum Board Assemblies
 - 3. Division 23 Mechanical Work
 - 4. Division 26 Electrical Work

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
- B. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- C. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanize) by Hot-Dip Process
- D. ASTM C 423 Sound Absorption and Sound Absorption Coefficients Reverberation Room Method.
- E. ASTM C 635 Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- F. ASTM C 636 Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- G. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- H. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum.
- I. ASTM E 1111 Standard Test Method for Measuring Interzone Attenuation of Ceilings Systems.
- J. ASTM E 1264 Classification for Acoustical Ceiling Products.
- K. ASTM E 1477 Standard Test Method for Luminous Reflectance Factor of Acoustical Materials by Use of Integrating-Sphere Reflectometers.
- L. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
- M. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Material. B. ASHRAE Standard 62.1-2004, "Ventilation for Acceptable Indoor Air Quality"

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.
- B. Samples: Minimum 6 inch x 6 inch samples of specified acoustical panel; 8-inch-long samples of exposed wall molding and suspension system, including main runner and 4 foot cross tees.

- C. Shop Drawings: Layout and details of acoustical ceilings. Show locations of items which are to be coordinated with, or supported by the ceilings.
- D. Certifications: Manufacturer's certifications products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material carry an approved independent laboratory classification of NRC, CAC, and AC.
- E. If the material supplied by the acoustical subcontractor does not have an Underwriter's Laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the architect's or owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of and replaced with complying product at the expense of the Contractor performing the work.

1.05 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.
- B. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
 - 1. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E
 - a. 1264 for Class A products.
 - 1) Flame Spread: 25 or less
 - 2) Smoke Developed: 50 or less
 - 2. Fire Resistance Ratings: As indicated by reference to design designations in UL Fire Resistance Directory, for types of assemblies in which acoustical ceilings function as a fire protective membrane and tested per ASTM E 119.
 - a. Protect lighting fixtures and air ducts to comply with requirements indicated for rated assembly.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.07 PROJECT CONDITIONS

- A. Space Enclosure:
 - 1. All ceiling products and suspension systems must be installed and maintained in accordance with the manufacturer's written installation instructions for that product in effect at the time of installation and best industry practice. Prior to installation, the ceiling product must be kept clean and dry, in an environment that is between 32°F (0°C) and 120°F (49°C) and not subject to Abnormal Conditions. Abnormal conditions include exposure to chemical fumes, vibrations, moisture from conditions such as building leaks or condensation, excessive humidity, or excessive dirt or dust buildup.

1.08 WARRANTY

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace acoustical panels that fail within the warranty period. Failures include, but are not limited to:
 - 1. Acoustical Panels: Sagging and warping as a result of defects in materials or factory workmanship.

2. Standard Suspension System: Free from defects in material or factory workmanship and shall not incur 50 percent red rust as defined by ASTM B117 test procedures for a period of ten (10) years from the date of Substantial Completion.
 3. Suspension System/Ceiling Panels: Provide manufacturers standard 15-year warranty for suspension systems when used in combination with same manufacturers sag resistant panels. Ceiling panels to be free from sagging, warping, shrinking buckling, or delamination as a result of defects in material or factory workmanship. Suspension systems shall not incur 50 percent red rust as defined by ASTM B117 test procedures during the period of warranty.
 4. Acoustical Panels with BioBlock Plus or designated as inherently resistive to the growth of micro-organisms: Visible sag and will resist the growth of mold/mildew and gram positive and gram-negative odor and stain causing bacteria.
- B. Warranty Period Humiguard:
1. Acoustical panels: Ten (10) years from date of substantial completion.
 2. Grid: Ten (10) years from date of substantial completion.
 3. Acoustical panels and grid systems with HumiGuard Plus or HumiGuard Max performance supplied by one source manufacturer is thirty (30) years from date of substantial completion.
- C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

1.09 MAINTENANCE

- A. Extra Materials (Attic Stock): Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.
1. Acoustical Ceiling Units: Furnish quantity of full-size units equal to 5% of amount installed of each panel type but not less than three (3) unopened cartons.
 2. Exposed Suspension System Components: Furnish quantity of all suspension materials equal to
 3. 2% of amount installed, but not less than one (1) unopened box of each component.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Armstrong World Industries, Inc.
- B. USG Interiors

2.02 ACOUSTICAL PANELS TYPE ACT-1:

- A. Surface Texture: Fine
- B. Composition: Mineral Fiber
- C. Color: White
- D. Size: 24in X 24in X 5/8in
- E. Edge Profile: Angled Tegal
- F. Noise Reduction Coefficient (NRC): ASTM C 423; Classified with UL label on product carton, 0.50.
- G. Ceiling Attenuation Class (CAC): ASTM C 1414; Classified with UL label on product carton, 35
- H. Emissions Testing: Section 01350 Protocol, < 13.5 ppb of formaldehyde when used under typical conditions required by ASHRAE Standard 62.1-2004, "Ventilation for Acceptable Indoor Air Quality"
- I. Flame Spread: ASTM E 1264; Class A (UL)
- J. Light Reflectance (LR): ASTM E 1477; White Panel: Light Reflectance: 0.83.

- K. Dimensional Stability: HumiGuard Plus - Temperature is between 32°F (0° C) and 120°F (49° C). It is not necessary for the area to be enclosed or for HVAC systems to be functioning. All wet work (plastering, concrete, etc) must be complete and dry.
- L. Antimicrobial Protection: BioBlock Plus - Resistance against the growth of mold/mildew and gram positive and gram-negative odor and stain causing bacteria.
- M. Acceptable Product:
 - 1. Dune, Tegular as manufactured by Armstrong.
 - 2. Approved Equal

2.03 SUSPENSION SYSTEMS

- A. Components: All main beams and cross tees shall be commercial quality hot-dipped galvanized as per ASTM A 653. Main beams and cross tees are double-web steel construction with type exposed flange design. Exposed surfaces chemically cleansed, capping pre-finished galvanized steel in baked polyester paint. Main beams and cross tees shall have rotary stitching.
 - 1. Structural Classification: ASTM C 635 HD.
 - 2. Color: White and match the actual color of the selected ceiling tile, unless noted otherwise.
 - 3. Acceptable Product:
 - a. Prelude XL 15/16" Exposed Tee as manufactured by Armstrong.
 - b. Approved Equal
- B. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
- C. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper, pre-stretched, with a yield stress load of at least time three design load, but not less than 12 gauge.
- D. Edge Moldings and Trim: Metal or extruded aluminum of types and profiles indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations, including light fixtures, that fit type of edge detail and suspension system indicated. Provide moldings with exposed flange of the same width as exposed runner.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations.

3.02 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders, and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.
- B. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.
 - 1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

3.03 INSTALLATION

- A. Install suspension system and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.
- B. Suspend main beam from overhead construction with hanger wires spaced 4'-0" on center along

the length of the main runner. Install hanger wires plumb and straight.

- C. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.
- D. For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.
- E. Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.

3.04 ADJUSTING AND CLEANING

- A. Replace damaged and broken panels.
- B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members.
- C. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage.
 - 1. Ceiling Touch-Up Paint, "global white" latex paint should be used to hide minor scratches and nicks in the surface and to cover field regularized edges that are exposed to view.
- D. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

**SECTION 09 65 00 RESILIENT
FLOORING AND BASE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Luxury vinyl tile (LVT) plank flooring
- B. Wood base at walls, toe spaces, and exposed ends at base cabinets.
- C. Work shall include floating as required for complete installation of work indicated in plans and as noted in site; bidders shall allow for additional amount of floating that may be necessary.

1.02 REFERENCES

- A. ASTM F1700 – Standard Specification for Solid Vinyl Floor Tile.

1.03 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns and colors available.
- B. Samples: Submit two samples of luxury vinyl tile, 12" x 24", illustrating color and pattern for approval.
- C. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and five-year warranty.

1.04 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame/smoke rating requirements in accordance with ASTM E84.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Store materials for three days prior to installation in area of installation to achieve temperature stability.
- B. Maintain ambient temperature required by adhesive manufacturer three days prior to, during, and 24 hours after installation of materials.

1.07 MAINTENANCE DATA

- A. Submit under provisions of Section 01 77 19.
- B. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

PART 2 PRODUCTS

2.01 MATERIALS – LUXURY VINYL TILE FLOORING

- A. Luxury Vinyl Tile Plank Flooring:
 - i. Product: Armstrong Flooring – Mannington
 - ii. Size: 12" x 24"
 - iii. Thickness: 7 mil (minimum wear layer)
 - iv. Construction: Solid vinyl flooring meeting ASTM F1700
 - v. Installation: Glue-down
 - vi. Approved Equal: Subject to Architect's approval

2.02 MATERIALS

- A. Wood Base:
 - i. Material: Paint-grade wood
 - ii. Size: 3/4" thick x 6" high
 - iii. Finish: Factory primed and field painted.
 - iv. Paint: Two coats of acrylic-latex paint over primer, semi-gloss sheen.
 - v. Color: As selected by Architect from manufacturer's full range.

2.03 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.

- B. Primers and Adhesives: Waterproof; types recommended by flooring and base manufacturer. Adhesives shall comply with (SCAQMD) Rule # 1168.
- C. Edge Strips: Flooring material manufactured by floor manufacturer.
- D. Sealer: Color-matched flexible sealant for perimeter and joints as required.

2.04 EXTRA STOCK

- A. Deliver to the Owner:
 - 1. Four (4) present or one (1) unopened carton of each color and pattern of tile selected, whichever is greater.
 - 2. Four (4) percent or one (1) unopened carton of each color, type, and size base, and rubber stair treads and landings selected, whichever is greater.
 - 3. One (1) gallon container of each type adhesive used for flooring, base

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify concrete floors are dry to a maximum moisture content required by flooring manufacturer, and exhibit negative alkalinity, carbonization, or dusting.
- B. Verify floor and lower wall surfaces are free of substances that may impair adhesion of new adhesive.
- C. Test concrete floor as required for moisture content. Verify compliance with adhesive manufacturer's installation instructions.

3.02 PREPARATION

- A. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- B. Prohibit traffic until filler is cured; vacuum clean substrate.
- C. Prime surfaces recommended by manufacturer appropriate for subfloor of subject installation.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Mix tile from container to ensure shade variations are consistent when tile is placed.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Set flooring in place, press with heavy roller to attain full adhesion.
- E. Lay flooring with joints and seams parallel to building lines to produce symmetrical tile pattern.
- F. Install tile to basket weave pattern. Allow minimum 1/2 full size tile width at room or area perimeter.
- G. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar.
- H. Install edge and transition strips at unprotected or exposed edges, and where flooring terminates.
- I. Scribe flooring to walls, cabinets, floor outlets, and other appurtenances to produce tight joints; at crevasse exists between floor tile and material, provide and install appropriate (sealant with matching color to flooring) at crevasse.
- J. Install flooring in or on floor access covers, cleanouts, etc. Maintain floor pattern.
- K. Install rubber base at toe kicks and exposed sides of laminate clad casework.
- L. Use only pre-molded pieces at external and internal corners.

3.04 CLEANING

Clean work under provisions of 01 70 00 and in accordance with manufacturer's instructions.

- A. Remove access adhesive from floor, base, and wall surfaces without damage.
- B. Clean, seal, and wax floor and base surfaces in accordance with manufacturer's instructions; provide minimum (3) coats.

3.05 PROTECTION OF FINISHED WORK

- A. Protect finished Work.
- B. Prohibit traffic on floor finish for 48 hours after installation.

END OF SECTION

SECTION 09 68 13
TILE CARPETING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Carpet tile, loose laid with edges and control grid adhered.

1.02 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- B. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- C. Manufacturer's Installation Instructions: Indicate special procedures.
- D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- E. Maintenance Materials: Furnish the following for use in maintenance of project.
 - 1. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

1.03 FIELD CONDITIONS

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Tile Carpeting:
 - 1. Mannington
 - 2. Interface
 - 3. Approved Equal

2.02 MATERIALS

- A. As Selected by Owner and Architect coordinated with existing carpet and Finish Schedule on drawings..
- B. Tile Carpeting: manufactured in one color dye lot.
 - 1. Tile Size: RE: Plans and Schedule

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.
- C. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- B. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- C. Vacuum clean substrate.

3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions.
- C. Install carpet tile in accordance with manufacturer's instructions .

- D. Blend carpet from different cartons to ensure minimal variation in color match.
- E. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- F. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- G. Locate seams in area of least traffic.
- H. Locate change of color or pattern between rooms under door centerline.
- I. Adhere carpet tile to substrate along centerline of rooms, at perimeter of rooms, where tiles are cut, and at 15 foot intervals throughout rooms. Lay remainder of tile dry over substrate.
- J. Trim carpet tile neatly at walls and around interruptions.
- K. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

END OF SECTION

SECTION 09 91 00

PAINTING

PART 1- GENERAL

1.01 WORK INCLUDED

- A. Prepare all surfaces (metal, masonry, concrete, glazing compound, sealant, caulk, etc.) to receive specified paint finish. Scrape, sand, wire brush, mechanically abrade as required to remove all loose paint, rust, scale, or other foreign material from surfaces to be painted.

1.02 RELATED WORK

- A. Section 07 92 00 Sealants and Caulking.
- B. Priming or painting and finishing of certain surfaces may be specified to be factory-performed or installer-performed under pertinent other sections.

1.03 WORK NOT INCLUDED

- A. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as:
 - 1. Furred spaces.
 - 2. Foundation spaces.
- B. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require painting under Section 09 91 00 except as may be so specified.
- C. Do not paint moving parts of operating units, mechanical or electrical parts such as valve operators, linkages, sensing devices and motor shafts.
- D. Do not paint over required labels or equipment identification, performance rating, name or nomenclature plates.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. In addition to agenda items specified under Division 1, review the following:
 - a. Review Manufacturer's installation requirements and specific owner proprietary colors to be used under the scope of this project.

1.05 DEFINITIONS

- A. "Paint", as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers and other applied materials whether used as prime, intermediate or finish coats.

1.06 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Paint coordination:
 - 1. Provide finish coats which are compatible with the prime coats actually used.
 - 2. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrate.
 - 3. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
 - 4. Provide barrier coats over noncompatible primers, or remove the primer and reprime as required.
 - 5. Notify the Architect in writing of anticipated problems in using the specified coating systems over prime coatings supplied under other Sections.

1.07 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 33 23.

- B. Product data: Within 7 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- C. Samples
 - 1. Following the selection of colors and glosses by the Architect, submit samples for the Architect's review.
 - a. Provide three samples of each color and each gloss for each material on which the finish is specified to be applied.
 - b. Except as otherwise directed by the Architect, make samples approximately 8" x 10" in size.
 - c. If so directed by the Architect, submit samples during progress of the work in the form of actual application of the approved materials on actual surfaces to be painted.
 - d. Architect shall secure approval of all finishes and colors from User Agency and provide such approval to contractor prior to any ordering of materials by the contractor. GC shall accommodate for User Agency review time of finishes and colors as to not delay construction schedule.
 - 2. Revise and resubmit each sample as requested until the required gloss, color and texture is achieved. Such samples, when approved, will become standards of color and finish for accepting or rejecting the work of this Section.
 - 3. Do not commence finish painting until approved samples are on file at the job site.

1.08 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01 66 00.

1.09 JOB CONDITIONS

- A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperature are below 50 degrees F, unless otherwise permitted by the manufacturer's printed instructions as approved by the Architect.
- B. Weather conditions:
 - 1. Do not apply paint in snow, rain, fog or mist, when the relative humidity exceeds 85% or to damp or wet surfaces, unless otherwise permitted by the manufacturer's printed instructions as approved by the Architect.
 - 2. Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.
- C. Do not paint in areas which are dirty or subject to dirt or dust being blown into the freshly applied material. Refuse to perform work and call Architect if satisfactory painting conditions are not provided by the General Contractor.
- D. Do not paint pre finished metals.

PART 2- PRODUCTS

2.01 PAINT MATERIALS

- A. Acceptable materials:
 - 1. The Painting Schedule in Part 3 of this Section is based, in general, on products of Coronado, Farrell-Calhoun, ICI/Devroe, Martin Senour/P&L and Sherwin Williams.
 - 2. Equal products of Tnemec, Benjamin Moore or other manufacturers approved in advance by the Architect may be substituted in accordance with provisions of the Contract.
 - 3. Where products are proposed other than those specified by name and number in the Painting Schedule, provide under the product data submittal required by Article 1.06 of this Section a new painting schedule compiled in the same format used for the Painting Schedule included in this Section. This must be submitted prior to bid and approved by addendum.

4. No paint product used may contain lead in any form.
- B. Undercoats and thinners:
 1. Provide undercoat paint produced by the same manufacturer as the finish coat.
 2. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.
 3. Insofar as practicable, use undercoat, finish coat and thinner material as parts of a unified system of paint finish.

2.02 APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint and as approved by the Architect.
- B. Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.

2.03 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3- EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 MATERIALS PREPARATION

- A. General:
 1. Mix and prepare paint materials in strict accordance with the manufacturer's recommendations as approved by the Architect.
 2. When materials are not in use, store in tightly covered containers.
 3. Maintain containers used in storage, mixing and application of paint in a clean condition, free from foreign materials and residue.
- B. Stirring:
 1. Stir materials before application, producing a mixture of uniform density.
 2. Do not stir into the materials any film which may form on the surface, but remove the film and, if necessary, strain the material before using.

3.03 SURFACE PREPARATION

- A. General:
 1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations as approved by the Architect.
 2. Remove removable items which are in place and are not scheduled to receive paint finish; or provide surface applied protection prior to surface preparation and painting operations.
 3. Following completion of painting in each space or area, reinstall the removed items by using workmen who are skilled in the necessary trades.
 4. Clean each surface to be painted prior to applying paint or surface treatment.
 5. Remove oil and grease with clean cloths and cleaning solvent of low toxicity and flash point in excess of 200 degrees F, prior to start of mechanical cleaning.
 6. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet newly painted surfaces.
- B. Preparation of metal surfaces:
 1. Thoroughly clean surfaces until free from dirt, oil and grease.
 2. Wire brush, scrape, blast, mechanically abrade or otherwise remove all rust, scale and loose paint.

- a. Smooth finished surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred surface.
 - b. On galvanized surfaces, use solvent for the initial cleaning, and then treat the surface thoroughly with phosphoric acid etch. Remove etching solution completely before proceeding.
 - c. Allow to dry thoroughly before application of rust inhibitor primer.
- C. Preparation of wood surfaces:
 - 1. Clean surfaces until free from dirt, oil and other foreign substance.
 - 2. Smooth finished surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred surface.
 - 3. Unless specifically approved by the Architect, do not proceed with painting of wood surfaces until the moisture meter is approved by the Architect.
- D. Preparation of drywall surfaces: Coordinate with Section 09 24 00.
 - 1. Fill joints with joint filler.
 - 2. Apply tape with second coat of joint filler, crowning to allow for shrinkage and extend filler 10" beyond tape on each side to a feathered edge.
 - 3. After filler is dry, sand to a smooth finish and apply a third coat of filler extending coverage 2" beyond second coat. Feather edges. Finished work to be a plane surface free of blemishes.
 - 4. Spray apply uniform orange peel finish and leave work ready to receive paint. Eliminate this step in areas scheduled to receive wall covering or where smooth surface is scheduled.

3.04 PAINT APPLICATION

- A. General:
 - 1. Touch up shop-applied prime coats which have been damaged, and touch up bare areas prior to start of finish coats application.
 - 2. Slightly vary the color of succeeding coats.
 - a. Do not apply additional coats until the completed coat has been inspected and approved.
 - b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
 - 3. Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.
 - 4. On removable panels and hinged panels, paint the back sides and the exposed sides.
 - 5. Do not paint over labels on rated doors and frames.
- B. Drying:
 - 1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.
 - 2. Consider oil-base and oleo-resinous solvent-type paint as dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Brush applications:
 - 1. Brush out and work the brush coats onto the surface in an even film.
 - 2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness and other surface imperfection will not be acceptable.
- D. Spray application:
 - 1. Except as specifically otherwise approved by the Architect, confine spray application to metal framework and similar surfaces where hand brush work would be inferior.

2. Where spray application is used, apply each coat to provide the hiding equivalent of brush coats.
 3. Do not double back with spray equipment to build up film thickness to two coats in one pass.
 4. Coordinate exposed structure painting with acoustical spray contractor.
- E. For completed work, match the approved samples as to texture, color and coverage. Remove, refinish or repaint work not in compliance with the specified requirements.
- F. Miscellaneous surfaces and procedures:
1. Exposed mechanical and electrical items:
 - a. Finish electric panels, transformers, access doors, conduits, pipes, duct, grilles, registers, vents and items of similar nature to match the adjacent wall and ceiling surfaces, or as directed.
 - b. Paint visible duct surfaces behind vents, registers and grilles flat black.
 - c. Wash metal with solvent, prime and apply two coats of alkyd enamel.
 2. Exposed pipe and duct insulation:
 - a. Apply one coat of latex paint on insulation which has been sized or primed under other Section; apply two coats on such surfaces when unprepared.
 - b. Match color of adjacent surfaces.
 - c. Remove band before painting and replace after painting.
 3. Hardware:
 - a. Paint prime coated hardware to match adjacent surfaces.
 4. All Areas Interior and Exterior:
 - a. Add an approved fungicide to paints.
 - b. For oil base paints, use 1% phenylmercuric or 4% tetrachlorophenol.
 - c. For water emulsion and glue size surfaces, use 4% sodium tetrachlorophenate.
 - d. For epoxy paints, use manufacturer recommended product.
 - e. M-1 additive is an excellent additive to the finish coat of all Alkyd paint.
 5. Interior:
 - a. Use "stipple" finish where enamel is specified.
 6. Exposed vents:
 - a. Apply two coats of heat-resistant paint approved by the Architect.

3.05 PAINTING SCHEDULE

- A. All systems shall cure per manufacturer specification prior to recoat.
- B. Provide the following paint finish systems:
- | | PRIMER | 1ST COAT | 2ND COAT |
|--|--------------------|---------------------|---------------------|
| C. On Ferrous Metal, use: (Omit first coat on factory primed surfaces. Any bare or rusty metal must be cleaned, prepared and spot primed.) | | | |
| 1. MARTIN SENOUR/P & L: | | | |
| | Tough Coat | Rust Tough Coat | Tough Coat |
| | Control Universal | Alkyd Gloss Enamel | Alkyd Gloss Enamel |
| | Alkyd Metal Primer | 4.0 Mils Wet | 4.0 Mils Wet |
| | 8.0 Mils Wet | 1.7 Mils Dry | 1.7 Mils Dry |
| | 3.0 Mils Dry | | |
| 2. CORONADO: | | | |
| | 35-XXX Alkyd | 31-XX | 31-XX |
| | Metal Primer | Rust-Scat | Rust-Scat |
| | 3.7 Mils Wet | Polyurethane Enamel | Polyurethane Enamel |
| | 2.0 Mils Dry | 3.7 Mils Wet | 3.7 Mils Wet |
| | 1.65 Mils Dry | 1.65 Mils Dry | |
| 3. SHERWIN WILLIAMS: | | | |
| | B50 Series | B54 Series | B54 Series |
| | Kem Kromik | Industrial Enamel | Industrial Enamel |

	Universal Metal Primer 8.0 Mils Wet 3.0 Mils Dry	Alkyd Gloss Enamel 4.0 Mils Wet 2.0 Mils Dry	Alkyd Gloss Enamel 4.0 Mils Wet 2.0 Mils Dry
4.	FARRELL-CALHOUN: Tuff Boy 1022 Metal Primer 4 Mils Wet 2 Mils Dry	Tuff Boy 800 Industrial Alkyd Enamel 4 Mils Wet 2 Mils Dry	Tuff Boy 800 Industrial Alkyd Enamel 4 Mils Wet 2 Mils Dry
D.	On Galvanized Metal, use:		
1.	MARTIN SENOUR/P & L: Tough Coat Univ. Alkyd Metal Primer 8.0 Mils Wet 3.0 Mils Dry	Tough Coat Alkyd Gloss Enamel 4.0 Mils Wet 1.7 Mils Dry	Tough Coat Alkyd Gloss Enamel 4.0 Mils Wet 1.7 Mils Dry
2.	ICI/DEVVOE: Devguard 4160 Tank & Structural Primer 4.5 Mils Wet 2.25 Mils Dry	Devflex 4308 Alkyd Industrial Gloss Enamel 5.0 Mils Wet 2.25 Mils Dry	Devflex 4308 Alkyd Industrial Gloss Enamel 5.0 Mils Wet 2.25 Mils Dry
3.	CORONADO: 180-11 DTM Acrylic Primer Wet & Dry Mil per Manuf. Specs 1.65 Mils Dry	31-XX Rust-Scat Polyurethane Enamel 3.7 Mils Wet 1.65 Mils Dry	31-XX Rust-Scat Polyurethane Enamel 3.7 Mils Wet 1.65 Mils Dry
4.	SHERWIN WILLIAMS: Galvite HS B50WZ 30 Primer Alkyd Gloss Enamel 6.0 Mils Wet 2.0 Mils Dry	B54 Series Industrial Enamel Alkyd Gloss Enamel 4.0 Mils Wet 2.0 Mils Dry	B54 Series Industrial Enamel 4.0 Mils Wet
5.	FARRELL-CALHOUN: 235 100% Acrylic Primer 5 Mils Wet 2.2 Mils Dry	Tuff Boy 800 Industrial 4 Mils Wet 2 Mils Dry	Tuff Boy 800 Industrial 4 Mils Wet 2 Mils Dry
E.	On Interior gypsum walls and ceilings, Paint Finish, use:		
	Walls: Eggshell Ceiling: Flat		
1.	MARTIN SENOUR/P & L: Pro-Hide Silver PVA Latex Primer	Pro-Hide Gold Interior Semi- Gloss	Pro-Hide Gold Interior Semi-Gloss Latex
2.	CORONADO: 40-11 Super Kote Latex Primer Latex	32-XX Interior Semi-Gloss Latex	32-XX Interior Semi-Gloss
3.	SHERWIN WILLIAMS: Prep-Rite 200 Latex Primer	Pro-Mar 200 Interior Semi-Gloss Latex	Pro-Mar 200 Interior Semi-Gloss Latex

4.	FARRELL-CALHOUN:		
	380 Perfik Seal	500	500
	Primer/Sealer	Interior Semi-Gloss	Interior Semi-Gloss
F.	On Interior Wood, Paint Finish, use:		
1.	MARTIN SENOUR/P & L:		
	Interior Trim	Pro-Hide Alkyd	Pro-Hide Alkyd
	Primer	Semi-Gloss	Semi-Gloss
	Enamel	Enamel	
2.	CORONADO:		
	37-11 SuperKote	23XX Premium	23XX Premium
	Alkyd Enamel	Gold Alkyd	Gold Alkyd
	Undercoat	Semi-Gloss	Semi-Gloss
3.	SHERWIN WILLIAMS:		
	Prep-Rite	Pro-Mar 200	Pro-Mar 200
	Alkyd Primer	Alkyd	Alkyd
	B49W2	Semi-Gloss	Semi-Gloss
4.	FARRELL-CALHOUN:		
	599 Enamel	500 Alkyd	500 Alkyd
	Undercoat	Semi-Gloss	Semi-Gloss
	5 Mils Wet	4 Mils Wet	4 Mils Wet
	2 Mils Dry	2 Mils Dry	2 Mils Dry
G.	On Interior Wood, Stain Finish, use: (Wood doors, trim)		
1.	MARTIN SENOUR/P & L:		
	Stain as selected	Gloss Finish	Gloss Finish
	Polyurethane/Spar	Polyurethane/Spar	
2.	CORONADO:		
	Stain as selected	67-10 Gloss	67-10 Gloss
	Polyurethane/Spar	Polyurethane/Spar	
3.	SHERWIN WILLIAMS:		
	Stain as selected	Gloss Finish	Gloss Finish
	Polyurethane/Spar	Polyurethane/Spar	
4.	FARRELL-CALHOUN:		
	Stain as selected	Gloss Finish	Gloss Finish
	Polyurethane/Spar	Polyurethane/Spar	
H.	On Exterior Wood, Siding, Trim Paint Finish, use:		
1.	SHERWIN WILLIAMS:		
	Exterior Latex	Super Paint	Super Paint
	Water based Wood Primer	Exterior Latex	Exterior Latex
	4.0 Mils Wet	4.0 Mils Wet	4.0 Mils Wet
	1.3 Mils Dry	1.4 Mils Dry	1.4 Mils Dry

2. Approved Equal

**** NO PRODUCT MAY CONTAIN LEAD.**

END OF SECTION

SECTION 10 14 10

INTERIOR SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Room and door signs
- B. Interior directional and informational signs

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 Rough Carpentry for blocking.

1.03 SUBMITTALS

- A. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- B. Selection Samples: Where colors are not specified submit two sets of color selection charts or chips.

1.04 FIELD CONDITIONS

- A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.
- B. Maintain this minimum temperature during and after installation of signs.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Room Signs: Refer to Plans and Schedules.

- 1. Werco
- 2. Approved Equal

2.02 SIGNAGE APPLICATIONS

- A. Accessibility compliance: Signs are required to comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated. In the event of conflicting requirements, comply with the most comprehensive and specific requirements.
- B. Room and Door signs: Provide a sign for every doorway, whether it has a door or not, not including corridors, lobbies, and similar open area.

2.03 ACCESSORIES

- A. General Contractor to coordinate with approved vendor for all required accessories to be furnished for a finish product.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify blocking, electrical and all required supports are in place.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Protect from damage until Substantial Completion; repair or replace damaged items.

END OF SECTION

SECTION 10 26 00
WALL PROTECTION

PART 1 GENERAL

1.01 SUMMARY

- A. SECTION INCLUDES
 - 1. Corner guard system for wall protection at all exterior corners of walls and partitions.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- B. National Fire Protection Association (NFPA)
- C. Underwriters Laboratory (UL)

1.03 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide corner guard system that conforms to the following requirements of regulatory agencies.
- B. Fire Performance Characteristics: Provide UL Classified corner guards conforming to NFPA Class A fire rating. Surface burning characteristics, as determined by UL-723 (ASTM E-84), shall be flame spread of 10 and smoke development of 350 - 450.
- C. Impact Strength: Provide rigid vinyl profile materials that have a minimum Impact Strength of 30.2 ft-lbs/inch of thickness as tested in accordance with the procedures specified in ASTM D-256-90b, Impact Resistance of Plastics.
- D. System Impact Resistance: Provide a corner guard system that resists a minimum impact of 153.9 ft-lbs while producing no visual blemishes upon the vinyl cover surface and no deformations in the vinyl retainers, as tested in accordance with the applicable provisions of ASTM F 476-84, paragraph 18, Impact Test.
- E. Chemical and Stain Resistance: Provide corner guards that show resistance to stain when tested in accordance with applicable provisions of ASTM D-543.
- F. Fungal and Bacterial Resistance: Provide rigid vinyl that does not support fungal or bacterial growth as tested in accordance with ASTM G-21 and ASTM G-22.
- G. Color Consistency: Provide components matched in accordance with SAE J-1545 - (Delta E) with a color difference no greater than 1.0 units using CIE Lab, CIE CMC, CIE LCh, Hunter Lab or similar color space scale systems.

1.04 SUBMITTALS

- A. Product Data: Manufacturer's printed product data for each type of corner guard specified.
- B. Detail Drawings: Mounting details with the appropriate fasteners for specific project substrates.
- C. Samples: Verification samples of corner guard, 8" (203mm) long, in full size profiles of each type and color indicated.
- D. Manufacturer's Installation Instruction: Printed installation instructions for each corner guard.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in unopened factory packaging to the jobsite
- B. Inspect materials at delivery to assure that specified products have been received.
- C. Store in original packaging in a climate controlled location away from direct sunlight.

1.06 PROJECT CONDITIONS

- A. Environmental Requirements: Products must be installed in an interior climate

environment.

1.07 WARRANTY

- A. Lifetime Warranty against material and manufacturing defects.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Korogard Recess mount corner guard, 90°, 3" wing, 4' high
 - 1. R100 Series.
 - 2. Color: to be selected from the manufacturer's complete color palette.
- B. Equal by CS Acrovyn.
- C. Submit for Substitution.
- D. Provide all corner guards and wall protection from a single source.

2.02 MATERIALS

- A. Vinyl Covers: Snap on cover of minimum .078" (2mm) thickness shall be extruded from chemical and stain resistant polyvinyl chloride with the addition of impact modifiers. No plasticizers shall be added (plasticizers may aid in bacterial growth).
- B. Vinyl Retainers: Continuous vinyl retainers of minimum .070" (1.8mm) thickness with a co-extruded flexible vinyl apex shall be fabricated from polyvinyl chloride with the addition of impact modifiers.

2.03 COMPONENTS

- A. Top caps and bottom caps shall be made of injection molded thermoplastics.
- B. Fasteners: All mounting system accessories appropriate for substrates indicated on the drawings shall be provided.

2.04 FINISHES

- A. Vinyl Covers: Colors of the corner guard to be selected by the architect from the manufacturer's standard finish selections. Surface shall have a pebblette texture.
- B. Molded Components: Top caps and bottom caps shall be of a color matching the corner guards. Surface shall have a pebblette texture.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions in which the corner guard systems will be installed.
- B. Complete all finishing operations, including painting, before beginning installation of corner guard system materials.
- C. Wall surface shall be dry and free from dirt, grease and loose paint.

3.02 PREPARATION

- A. General: Prior to installation, clean substrate to remove dust, debris and loose particles.

3.03 INSTALLATION

- A. General: Locate corner guard as indicated on the approved detail drawings for the appropriate substrate and in compliance with the IPC installation instructions. Install corner guard level and plumb at the height indicated on drawings.
- B. Install retainer along the wall using appropriate fasteners as recommended by the manufacturer for the substrate. Space fasteners in compliance with manufacturer's requirements.
- C. Install top and bottom caps using appropriate fasteners as recommended by the manufacturer for the substrate. Space fasteners in compliance with manufacturer's requirements.

- D. Position the vinyl cover on the retainer to check the fit. Adjust the top cap on the retainer to obtain a tight fit with the vinyl cover. Starting at the top, push the vinyl cover over the retainer pressing over the entire length until the cover snaps securely into place.

3.04 CLEANING

- A. At completion of the installation, clean surfaces in accordance with the manufacturer's clean-up and maintenance instructions.

3.05 SCHEDULE

- A. Provide wall protection at all outside corners at gypsum board wall assemblies throughout the entire project and as shown in drawings.

END OF SECTION

SECTION 10 44 00
FIRE PROTECTION SPECIALTIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work this section includes the furnishing of all labor, material, tools and services necessary for the complete installation of fire extinguishers and cabinets as shown on the plans and as described in these specifications.

1.02 QUALITY ASSURANCE

- A. All materials to conform to requirements of NFPA 10 for portable fire extinguishers.

1.03 REFERENCES

- A. NFPA 10 - Portable Fire Extinguishers.
- B. ADAAG - American with Disabilities Act Accessibility Guidelines.
- C. ASTM E-814 - Fire Rated Cabinet

1.04 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.
- C. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.
- D. Conform to ADAAG code for access for the handicapped.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. JL Industries: Cosmopolitan.
- B. Larsen's; Architectural Series.
- C. Approved equal.

2.02 MATERIALS

- A. EXTINGUISHERS
 - 1. One 10# dry chemical, 4A, 80 BC minimum at each location.
- B. CABINETS
 - 1. Surface Mounted with ADA-compliant panel and edge.
 - 2. Solid door with white vertical die-cut lettering.

2.03 FINISH

- A. CABINETS
 - 1. Aluminum door and trim, steel cabinet with white baked enamel finish.
 - 2. Color to be selected from manufacturer's full color palette including premium finishes.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify rough opening sizes in walls and sufficient blocking for installation of cabinets.

3.02 INSTALLATION

- A. Install cabinets in strict accordance with manufacturer's written directions. Install tight and anchor securely to walls. Leave cabinet in clean condition. Extinguisher to have inspection tag attached. See plans for location.
- B. Install so that perimeter rolled edge is tightly against surface of wall; caulk perimeter only if necessary and if directed by Architect to eliminate any crevasses at perimeter.

END OF SECTION

SECTION 10 81 10
RESIDENTIAL TOILET ACCESSORIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Toilet paper dispensers, paper towel dispensers, soap dispenser, grab bars, etc.
- B. Accessories to be furnished in Polished Stainless Steel Finish.
- C. Equal products by other manufacturers will be considered.

1.02 PRODUCTS INSTALLED BUT NOT SUPPLIED BY THIS SECTION

- A. Wood backing plates are to be installed under Division 6, Rough Carpentry.

1.03 RELATED WORK

- A. Installation by Carpenters under Division 6.

1.04 SUBMITTALS AND HANDLING

- A. Comply with Division 1, Section 01 33 23.
- B. Comply with Division 1, Section 01 62 00.
- C. Comply with ANSI and ADA requirements.

1.05 SCHEDULE

- A. Toilet Paper Dispensers - 1 at each toilet.

- B. 36" Grab Bar - 1 at rear of each toilet
- C. 42" Grab Bar - 1 at side of each toilet

- D. Soap Dispenser and paper towel dispenser - 1 at each lavatory

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Toilet Paper Dispensers, Paper towel dispenser:
 - 1. HD Supply, Chrome exposed mount
 - 2. American Specialities
 - 3. Bobrick
 - 4. Or approved equal.
- B. Grab Bars:
 - 1. HD Supply
 - 2. American Specialities
 - 3. Bobrick
 - 4. Or approved equal.
- C. Soap Dispenser
 - 1. HD Supply.
 - 2. American Specialities
 - 3. Bobrick
 - 4. Or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation shall be in accordance with the manufacturer's specifications.
- B. Toilet accessories shall be located as shown on the drawings specified herein or as directed by the Architect.
- C. Assure that specified recessed accessories will fit existing rough-in opening prior to placement of order or plan to modify recess opening to accommodate new required dimensions.
- D. Assure that proper backing is installed during early stage of project. Furnish necessary backing plates where required for installation by General Contractor. All grab bars to have backing kits furnished with bar. Backing to be installed prior to wall being closed. All other accessories to have wood backing and shall be attached using proper anchors.
- E. Remove all debris from installation from area and dispose of in G.C. dumpster or in legal manner off-site.

END OF SECTION

SECTION 11 31 10
RESIDENTIAL APPLIANCES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install new appliances as indicated on the drawings and as specified herein.
- B. GC to provide connection transition from new hood to existing vent. GC to extend all mechanical and/or electrical to new vent hood as required.
- C. It will be the GC's responsibility to assure proper space requirements and connections are provided for appliances.

1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, DELIVERY, HANDLING

- A. Comply with Division 1, Sections 01 33 23, 01 62 00.

1.03 QUALITY ASSURANCE

- A. Energy consumption requirements.
 - 1. Furnish appliances which qualify for the EPA/DOE ENERGY STAR product labeling program.

1.04 WARRANTY

- A. Manufacturer must provide warranty for repair/replacement of appliances which fail due to materials or workmanship during the warranty period.
- B. Warranty excludes vandalism.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Model numbers listed are based on General Electric Appliances. Equal products of any other national manufacturer are approved.

2.02 30" RANGE VENT HOODS

- A. GE - JV338HWW, 2 speed, externally vented, light, 7" round duct

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Deliver, uncrate, install, connect to power, lamp and operate to assure function.
- B. Vent hoods through roof with weatherproof roof jack and cap.
- C. Clean inside and outside of all appliances.
- D. Remove all warranty and owner papers and include same with close-out package to Architect for Owner.

3.02 WARRANTY

- A. One year from date of final acceptance unless otherwise stated in 1.04 above.

END OF SECTION

SECTION 114580 - DISAPPEARING STAIRWAY

PART 1 - GENERAL

1.01 SUMMARY

- A. Metal Folding Disappearing Stairway including stairway, frame and door.
- B. Products Required, But Not Supplied Under This Section.
 - 1. Required fasteners.

1.02 SYSTEM DESCRIPTION

- A. The system requires a ceiling opening of 2'-6" X 5'-4" (30" X 64") For floor to ceiling dimensions of from approx. 8'- 0" to 9'- 0" or as required by manufacturer and a ceiling to upper floor dimension of more than 1'. The rough opening at the level above shall be coordinated with manufacturer.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Examine stairway when it arrives on site. Notify the carrier and manufacturer of any damage.
- B. Store stairway until installation under roof, if possible; or, if stored outside, under a tarp or suitable cover.

1.04 WARRANTY

- A. The unit carries a limited warranty of 1 year against defective material and workmanship, covering parts only, no labor or freight. Defective parts, if deemed so by the manufacturer, will be replaced no charge, freight excluded, upon inspection at manufacturer's plant which warrants same.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Precision Ladders, LLC
- B. Bessler – Model 26 or Model 26 truss

2.02 MATERIALS

- A. Door
 - 1. 1/8" aluminum door panel (standard) or 1 3/4" wood veneer core door.
 - 2. Steel piano hinge.
 - 3. Door overlaps bottom flange of frame (standard). Fire rated steel door is flush with bottom of frame.
 - 4. Eye bolt accommodates pole for opening and closing.
- B. Stairway
 - 1. Stringers
 - a. 6005-T5 Extruded aluminum channel 5" X 1" X 1/8"
 - b. Tri-fold design
 - c. Steel blade type hinges
 - d. Adjustable foot with plastic Mar-guard.
 - e. Pitch 63ø (standard). Other pitches optional.
 - 2. Treads
 - a. 6005-T5 Extruded aluminum channel 5 3/16" X 1 1/4" X 1/8".
 - b. Depth 5 3/16".
 - c. Width 21 1/4" (standard). Widths to 30" available.
 - d. Deeply serrated top surface.
 - e. 9 1/2" riser height (standard). Other riser heights available.
 - f. 500 lbs load rating.
- C. Frame

1. Custom fabricated from 1/8" steel with factory-installed tread(s) to cover the distance from finished ceiling to finished floor above. Frame shall be on a 63 degree angle on the hinge end in order to continue the climb from ceiling and beyond on the same incline as the folding portion of the unit. The frame shall have pre-drilled and mounted brackets to allow for hanging from and fastening to the floor above.
- D. Hardware
1. Steel blade type hinge connecting stringer sections, zinc-plated and chromate-sealed, bolted to stringers.
 2. Steel operating arms, both sides, zinc-plated & chromate-sealed.
 3. Double acting steel springs and V-hooks, both sides.
 4. Rivets rating at 1100# shear.
- E. Safety
1. Steel bar handrail riveted to stringers, upper section, right side standard. Other locations optional.
 2. Steel section alignment clips at stringer section joints.
 3. Molded rubber guards at corners of aluminum door panel.
- F. Manufactured Units
1. The disappearing stairway is a Model SS/AL= ceiling height in inches - maximum is 144.
- G. Accessories
1. Steel pole to aid opening, closing and unfolding stairways. The pole is equipped with a hook on one end and (on taller units) a "T" on the other. Supplied.
- H. Fabrication
1. The stairway is completely fabricated ready for installation before shipment to the site.
- I. Finishes
1. Mill finish on aluminum stairway components.
 2. Prime coat on frame.
 3. Primed and painted handrail.
- J. Source Quality Control
1. All products tested in factory test jig for proper operation before shipment.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine rough opening in ceiling for opening size and squareness.

3.02 INSTALLATION

- A. Install per the manufacturer's installation instructions.

3.03 FIELD QUALITY CONTROL

- A. The manufacturer has representatives in all areas of the United States and Canada. For the name of the closest representative, call (800)225-7814.

END OF SECTION 11458

SECTION 12 24 00

CLUTCH-OPERATED FLEXSHADE MANUAL WINDOW SHADES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Manually operated, roll-up fabric interior window shades including mounting and operating hardware.

1.2 RELATED SECTIONS

- A. Section 06 10 00 – Rough Carpentry: Blocking for support of window shade hardware.

1.3 REFERENCES

- A. NFPA 701-99 - Fire Tests for Flame-Resistant Textiles and Films.
- B. ANSI/WCMA A100.1-2018

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 23 – Shop Drawings, Product Data, and Submittals:
- B. Product Data: Manufacturer's data sheets on each product specified, including:
 - 1. Preparation instructions and recommendations.
 - 2. Installation and maintenance instructions.
 - 3. Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
 - 4. Storage and handling requirements and recommendations.
 - 5. Mounting details and installation methods.
 - 6.
- C. Shop Drawings: Plans, elevations, sections, product details, installation details, operational clearances, wiring diagrams and relationship to adjacent work.
- D. Window Treatment Schedule: For all roller shades. Use same room designations as indicated on the Drawings, field verified window dimensions, quantities, type of shade, controls, fabric, and color, and include opening sizes and key to typical mounting details.
- E. Selection Samples: For each finish product specified, one complete set of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.
- F. Verification Samples: For each finish product specified, one complete set of shade components, unassembled, demonstrating compliance with specified requirements. Shade fabric sample and aluminum finish sample as selected, representing actual product, color, and patterns. Mark face of material to indicate interior faces.

- G. Maintenance Data: Methods for maintaining roller shades, precautions regarding cleaning materials and methods, instructions for operating hardware and controls.
- H. Standard manufacturer's defect warranty: Standard manufacturer's warranty documents indicating compliance with requirements of Section 1.9 below.
- I. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Obtain roller shades through one source from a single manufacturer with a minimum of twenty years experience in manufacturing products comparable to those specified in this section. If manufacturer does not meet minimum experience requirement please submit life cycle test data showing minimum 2000 complete operational cycles for each year of warranty showing no failure and that shade remains fit for use as a operable shade).
- B. NFPA Flame-Test: Passes NFPA 701. Materials tested shall be identical to products proposed for use. Show complete manufacturer data (name, location, contact) and certification from manufacturer that the fabrics sourced for this project comply with the test data provided.
- C. Mock-Up: Provide a mock-up of one of each type roller shade assembly specified for evaluation of mounting, appearance and accessories.
 - 1. Locate mock-up in window(s) designated by Architect.
 - 2. Do not proceed with remaining work until mock-up is accepted by Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver window shades until building is enclosed and construction within spaces where shades will be installed is substantially complete.
- B. Deliver products in manufacturer's original, unopened, undamaged containers with labels intact.
- C. Label containers and shades according to Window Shade Schedule.
- D. Store products in manufacturer's unopened packaging until ready for installation.

1.7 SEQUENCING

- A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.
- B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.8 PROJECT CONDITIONS

- A. Install roller shades after finish work and ambient temperature, humidity and ventilation conditions are maintained at levels recommended for project upon completion.

1.9 WARRANTY

- A. Hardware and Shade Fabric: standard twenty-five year limited warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Draper, Inc., 411 S. Pearl P. O. Box 425; Spiceland, IN 47385-0425. ASD. Toll Free Tel: 800-238-7999; Tel: 765-987-7999; Fax: 866-637-5611; Web: www.draperinc.com.
- B. SWFcontract, 7549 Graber Road, Middleton WI 53562, 1-800-544-4749, Web: www.swfcontract.com.
- C. LEVOLOR® Inc., 5775 Glenridge Drive, Building A Atlanta, GA 30328 Toll Free Tel: +1-800-752-9677. Web: www.levelor.com.

2.2 MANUALLY OPERATED WINDOW SHADES

- A. Manually Operated Window Shades with Independent Control: Manually operated, vertical roll-up, fabric window shade with components necessary for complete installation.
 - 1. Operation: Bead chain and clutch operating mechanism allowing shade to stop when chain is released. Designed never to need adjustment or lubrication. Provide limit stops to prevent shade from being raised or lowered too far.
 - 1) Clutch mechanism: Fabricated from high carbon steel and molded fiberglass reinforced polyester or injected molded nylon. White or Black color as selected by Architect.
 - (a) Spring-assist bead chain clutch mechanism: Adjustment-free system includes spring-assist components to reduce lifting forces required to raise the shade. Manufacturer shall provide estimated torque for shade unit. Spring-assist is recommended on estimated non-spring-assist torque above 6 lb-in; required on shades with an estimated torque higher than 15 lb-in.
 - b. Bead chain loop: Stainless steel bead chain hanging at side of window.
 - c. Idler Assembly: Provide roller idler assembly of molded nylon with adjustable or spring-loaded length idler pin to facilitate easy installation, and removal of shade for service.
 - d. Bead Chain Hold Down: P-Clip (standard).
 - 2. Single Roller Configuration:
 - a. Mounting:
 - 1) Universal Mounting brackets.
 - b. Brackets: Plated stamped steel. Provide size compatible with roller size.
 - 1) Mounted to jamb.
 - (a) Finish: White.
 - c. Endcaps: Stamped steel with universal design suitable for mounting to ceiling, wall, and jamb. Provide size compatible with roller size.
 - 1) Idler endcap to have optional levelling adjustment.
 - 2) Endcap covers: To match fascia or headbox color.
 - 3. Roller Tube: Fabricated from extruded aluminum, galvanized steel, or enameled steel. Diameter, wall thickness, and material selected by manufacturer to accommodate shade type and size. Minimum roller diameter

1.5 inches. Tube diameters less than 1.5" shall not be acceptable unless manufacturer provides deflection analysis showing deflection limited to $\leq$ width(inches)/700 at 1.5X design load.

2.3 FABRIC

- A. Light-Filtering Fabrics
 - 1. PVC Coated Fiberglass
 - a. Plain Weave
 - 1) SheerWeave® PW4800 by Phifer®: Vinyl coated polyester with maximum UV blockage. Fire rating: California U.S. Title 19 (small scale), NFPA 701 TM#1 (small scale), NFPA 101 (Class A Rating), IBC Section 803.1.1 (Class A Rating), BS 5867 Part 2 Type B Performance, NFPA 701 TM#2 (large scale), CAN/ ULC-S 109 (large and small scale), CAN/CGSB2-4.162-M80. Bacteria and fungal resistance: ASTM E 2180, ASTM G21, ASTM G22, AATCC30 Part 3, ASTM D 3273, UL GREENGUARD® Mold and Bacteria Standard ASTM 6329; includes Microban® antimicrobial additives. Environmental certification: Certified to UL GREENGUARD and GREENGUARD Gold® standards for low chemical emissions into indoor air during product usage. Safe use: RoHS/Directive 2002/95/EC, US Consumer Product Safety Commission Section 101, ANSI/WCMA A 100.1-2007 for lead content and REACH (EC 1907/2006) compliant. 1 percent openness factor. 18.5 oz/sq yd, .036 inches thick.
- B. Color and pattern: As selected by Architect from manufacturer's standard range.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Coordinate requirements for blocking and structural supports to ensure adequate means for installation of window shades.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install roller shades level, plumb, square, and true. Allow proper clearances for window operation hardware.
 - 1. Fascias.
 - 2. Closure panels.
 - 3. Endcaps.
- C. Install headbox, side channels, and sill channel with sealant specified in Section 07900 - Joint Sealers to eliminate light leaks at perimeter of shade system.

- D. Position shades level, plumb, and at proper height relative to adjacent construction. Secure with fasteners recommended by manufacturer.

3.4 TESTING AND DEMONSTRATION

- A. Test window shades to verify that operating mechanism and other operating components are functional. Correct deficiencies.
 - 1. Chain and clutch.
- B. Demonstrate operation of shades to Owner's designated representatives.

3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

3.6 SCHEDULES

- A. Manual Operated Window Shades shall be provided at all new windows

END OF SECTION

SECTION 31 31 16
TERMITE CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Chemical soil treatment.

1.02 REFERENCE STANDARDS

- A. Title 7, United States Code, 136 through 136y – Federal Insecticide, Fungicide and Rodenticide Act; 1947 (Revised 2001).

1.03 SUBMITTALS

- A. See Section 01 33 23 – Shop Drawings, Product Data, and Samples for submittal procedures.
- B. Product Data: Indicate toxicants to be used, composition by percentage, dilution schedule, and intended application rate.
- C. Test Reports: Indicate regulatory agency approval reports when required.
- D. Manufacturer's Application Instructions: Indicate caution requirements.
- E. Manufacturer's Certificate: Certify that toxicants meet or exceed specified requirements.
- F. Maintenance Data: Indicate re-treatment schedule.
- G. Warranty: Submit warranty and ensure that forms have been completed in Owner's name.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing this type of work and:
 - 1. Approved by manufacturer of treatment materials.
 - 2. Licensed in Louisiana.
- B. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work, including preparation of substrate and application.

1.05 REGULATORY REQUIREMENTS

- A. Conform to application code for requirements for application, and comply with EPA regulations.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of toxicants.

1.06 JOB CONDITIONS

- A. Restrictions: Do not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations.
- B. To insure penetration, do not apply soil treatment to frozen or excessively wet soils or during inclement weather. Comply with handling and application instructions of the soil toxicant manufacturer.

1.07 SEQUENCING

- A. Apply toxicant 12 hours prior to installation of vapor barrier under slabs-on-grade.

1.08 WARRANTY

- A. See Section 01 77 19 – Contract Closeout, for additional warranty requirements.
- B. Special Warranty: Manufacturer's standard form, signed by Applicator and Contractor certifying that termite control work, consisting of applied soil termiticide treatment, will prevent infestation of subterranean termites. If subterranean termite activity or damage is discovered during warranty period, re-treat soil and repair or replace damage caused by termite infestation.
 - 1. Warranty Period: One year from date of Substantial Completion with a 4 year option to be paid for by the owner based on yearly inspection and paid yearly by the owner.

PART 2 PRODUCTS

2.01 SOIL TREATMENT SOLUTION

- A. Toxicant Chemical: EPA (Title 7, United States Code, 136 through 136y) approved; synthetically color dyed to permit visual identification of treated soil.
- B. Manufacturers:
 - 1. Bayer Environmental Science Corp: www.backedbybayer.com/pest-management.
 - 2. FMC Professional Solutions: www.fmcprosolutions.com.
 - 3. Syngenta Professional Products: www.syngentaprofessionalproducts.com.
 - 4. Substitutions: See Section 01 62 00 Product Options and Substitutions.
- C. Toxicant Chemical: EPA approved; synthetically color dyed to permit visual identification of treated soil.
- D. Diluent: Recommended by toxicant manufacturer.

2.02 MIXES

- A. Mix Toxicant to manufacturer's instructions.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that soil surfaces are unfrozen, sufficiently dry to absorb toxicant, and ready to receive treatment.
- B. Verify final grading is complete.

3.02 APPLICATION - CHEMICAL TREATMENT

- A. Comply with requirements of U.S. EPA and applicable state and local codes.
- B. Spray apply toxicant in accordance with manufacturer's instructions.
- C. Apply toxicant at following locations:
 - 1. Under Slabs-on-Grade.
 - 2. At Both Sides of Foundation Surface.
 - 3. Apply extra treatment to structure penetration surfaces such as pipe or ducts, expansion joints, and soil penetrations such as grounding rods or posts.
- D. Reapply soil treatment solution to areas disturbed by subsequent excavation, landscape grading, or other construction activities following application, with same toxicant as original treatment.
- E. If inspection or testing identifies the presence of termites, re-treat soil and retest.

- F. Post signs in areas of application to warn workers that soil termiticide treatment has been applied. Remove signs when areas are covered by other construction.

3.03 PROTECTION

- A. Do not permit soil grading over treated work.

END OF SECTION

SECTION 32 92 23

SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. When finish grading work is completed and the 4" topsoil is in place, furnish and install St. Augustine Grass Sod over the new topsoil areas around new building and parking.
- B. Maintain this sod area for 30 days prior to final acceptance. Water and mow as necessary.
- C. We suggest that you grade and plant sod one month prior to completion of the building so that grass is established at final inspection time.
- D. General Contractor shall protect all grass areas from traffic prior to acceptance of project.

END OF SECTION