PROJECT MANUAL

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

IFB for Contract No. 600-12-18

GENERAL CONSTRUCTION

ELECTRICAL CONSTRUCTION

Bids Due
May 17, 2018
10:00 am

Procurement Dept. 100 Ross St.
2nd FL. Suite 200
Pittsburgh, PA 15219

Attn:
Mr. Kim Detrick, Director of Procurement

CONSULTANT: Gerard Associates Architects

Issued: April 16, 2018

Caster D. Binion
Executive Director

Housing Authority of the City of Pittsburgh

Point of Contact: Kim.Detrick@hacp.org
or 412-456-5116 Opt 1

Housing Authority of the City of Pittsburgh

Procurement Department
100 Ross Street, Suite 200
Pittsburgh, PA 15219
Phone: (412) 456-5116
Fax: (412) 456-5007
www.hacp.org

NOTICE TO PROSPECTIVE BIDDERS

April 16, 2018

INVITATION FOR BIDS (IFB)

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

The HOUSING AUTHORITY OF THE CITY OF PITTSBURGH will receive separate sealed bids for Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46 ; for the following contracts:

GENERAL CONSTRUCTION

ELECTRICAL CONSTRUCTION

The estimated values of the project per contract noted above are in the following ranges:

GENERAL CONSTRUCTION	$ 235,000.00	$ 345,000.00
ELECTRICAL CONSTRUCTION	$ 53,000.00	$ 75,500.00

Bid documents will be available on **April 16, 2018** . A Pre-Bid Conference will be held on **April 26, 2018** at **10:00 am** , at 2129 Brownsville Road Pittsburgh, PA 15210

A site visit of the property will be conducted thereafter. Bidders shall be prepared to review all aspects of the site necessary to prepare a bid. The last day for submission of written questions will be **May 3, 2018** **until** **2:00 pm** *Bids will be received at the HACP Procurement Department, 100 Ross Street – Suite 200 (2nd Floor), Pittsburgh, PA, 15219* ***until*** **10:00 am** ***on*** **May 17, 2018** *, at which time and place all bids will be publicly opened and read aloud.*

The work must be substantially complete within 180 calendar days of the Notice to Proceed.

Point of contact for the Housing Authority is Mr. Kim Detrick at (412) 456-5116 Opt 1.

TO VIEW AND OBTAIN DOCUMENTS

Bid Documents, including the Bid Forms, Project Manual, and Drawings, may be obtained from the Business Opportunities Section of the HACP website, www.hacp.org. Prospective Bidders may register as a vendor on the website and download the documents free of charge. Electronic versions of the Bid Documents may also be obtained in person, Monday through Friday 8:30 a.m. to 4:30 p.m. at the Housing Authority of the City of Pittsburgh's Procurement Department, located at 100 Ross Street, Suite 200, Pittsburgh, PA 15219.

AWARD OF CONTRACT (S):

It is the intention of the Authority to award a contract to the lowest responsive and responsible bidder.

All bids shall remain open for the period specified in the IFB, which in no case shall be less than sixty (60) calendar days from the bid opening.

All bids of $10,000 or more must be accompanied by a negotiable bid guarantee that shall not be less than 5% of the amount of the bid. No bid guarantee is required for bids under $10,000. In accordance with 2 CFR 200.318(h) formerly 24 CFR Section 85.36(b)(8), the Authority is permitted to make awards only to responsible bidders possessing the ability to perform successfully under the terms and conditions of the proposed contract. Prior to award of any contract, the Authority shall conduct a pre-contract survey. Consideration will be given to such matters as bidder integrity, compliance with public policy, record of past performance, and financial and technical resources.

All bids must include a completed and signed Form of Agreement (Form 00500) as part of the bid. If the bid is successful and approved by HACP Board of Commissioners (if applicable), HACP will also sign the Form of Agreement thus creating a binding contract.

The successful bidder will be required to furnish an assurance of completion (performance and payment bond) each equal to 100% of the contract price.

The Authority reserves the right to reject any or all bids or to waive any informality in the bidding.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:

The Contractor will be required to comply with all applicable Equal Employment Opportunity requirements for Federally-Assisted Construction Contracts. The Contractor must insure that employees and applicants for employment are not discriminated against because of race, color, religion, sexual preference, handicap or national origin.

A. Section 3 Participation

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 and with HUD's regulations set forth at 24 CFR Part 135 ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

> Please describe ways the Bidder will assist HACP to comply with HUD's Section 3 requirements for hiring HACP residents and/or local disadvantaged individuals and businesses by reviewing the Section 3 Clause and by completing **Document 00433 – Section 3 Form.**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), to the greatest extent feasible, are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

To comply with the Act HACP requires its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HACP residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HACP shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to HACP's Section 3 program in an amount consistent with the chart below. Below are the HACP Section 3 Guidelines as listed in the HACP Section 3 Program Manual:

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	**RESIDENT LABOR AS A % OF TOTAL LABOR** **A.** DOLLARS
Labor dollars $25,000 but less than $100,000	10% of the labor dollars
$100,000, but less than $200,000	9% of the labor dollars
At least $200,000, but less than $300,000	8% of the labor dollars
At least $300,000, but less than $400,000	7% of the labor dollars
At least $400,000, but less than $500,000	6% of the labor dollars
At least $500,000, but less than $1 million	5% of the labor dollars
At least $1 million, but less than $2 million	4% of the labor dollars
At least $2 million, but less than $4 million	3% of the labor dollars
At least $4 million, but less than $7 million	2% of the labor dollars
$7 million or more	½ to 1 % of the labor dollars

***A copy of HACP's Section 3 Program Manual is available for download at www.hacp.org*

A copy of HUD's Section 3 requirement is provided herein. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Mr. Lloyd Wilson, Section 3 Coordinator, by e-mail at lloyd.wilson@hacp.org or by contacting him at the Housing Authority of the City of Pittsburgh, Resident Employment Program located at the Bedford Hope Center, 2305 Bedford Ave, Pittsburgh PA 15219, telephone (412) 395-3950, ext. 1048. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Proposals submitted without a Section 3 plan may be deemed nonresponsive. Also, please complete **Section 3 Opportunities Plan** and include with your proposal.

Any bid or proposal received from a contractor that does not contain a Section 3 Opportunities Plan or certification and back-up documentation acceptable to HACP shall be deemed non-responsive by HACP.

B. MBE/WBE Participation Plan

HACP MBE and WBE Goals. It is the policy of HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by HACP. In accordance with Executive Order 11625, HACP has established a minimum threshold of eighteen percent (18%) of the total dollar amount for MBE utilization in this contract. HACP has established a seven percent (7%) minimum threshold for participation of WBEs, and, HACP strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

Bids or proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. HACP's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE and ten (10) certified WBE subcontractors to participate in the proposed contract with or lesser number if the contractor provides documentation that ten (10) certified MBE/WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. Any bid or proposal received from a contractor that does not contain such certification and back-up documentation acceptable to HACP may be deemed non-responsive by HACP.

If you have any questions regarding the HACP MBE/WBE goals please contact Mr. Anthony Mannella, MBE/WBE Compliance Specialist, by e-mail at anthony.mannella@hacp.org or by contacting him at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200 Pittsburgh PA 15219, telephone (412) 456-5116 opt.1. Bids or proposals must demonstrate how the Offeror intends to meet or exceed these goals.

The Authority's Minority and Woman Business (MBE/WBE) participation goals are as follows:

-- MBE Goal: 18%
-- WBE Goal: 7%

Additionally, please be advised that participation credit will be applied in accordance with the following classifications, as follows:

-- Broker:	10% of contract face value
-- Supplier:	60% of contract face value
-- Bona Fide Contractor:	100% of contract face value
-- All Professional Service Firms:	100% of contract face value

Vendor definitions for the above classifications are to be referenced in either the respective vendor MBE/WBE certifications or as defined in 49 CFR Part 26.

Please describe ways the Bidder will utilize MBE/WBE businesses to meet the goals above by completing **Document 00434** – **MBE/WBE Solicitation & Commitment Record**.

Caster D. Binion
Executive Director
Housing Authority of the City of Pittsburgh

Housing Authority of the City of Pittsburgh

Development & Modernization
100 Ross Street, Suite 200
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

SPECIAL PROVISIONS

NOTICE TO ALL PROSPECTIVE BIDDERS

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

CONTRACT NO. 600-12-18

Each successful bidder(s) shall be required to comply with the following special provisions:

A. Required Documents/Information

After bid opening and determination of the responsive and responsible bidder, but prior to Notice to Proceed each successful bidder for this project shall provide the following documents/information to HACP within ten (10) business days of receiving written notice thereof:

(1) Insurance
(2) Payment and Performance Bonds
(3) Construction Schedule
(4) Submittal Log and Corresponding Submittals

Please accept these special provisions by completing the information requested below:

Signature of Authorized Officer: _____ Date: _____

Name of Contractor: _____

Address: _____

Telephone Number: _____

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

IFB CONTRACT NO. 600-12-18

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
DEVELOPMENT & MODERNIZATION DEPARTMENT
100 Ross Street, Suite 200
Pittsburgh, PA 15219
Phone: (412) 456-5020
Fax: (412) 456-5591

Issued: April 16, 2018

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP Contract No. 600-12-18

PROJECT MANUAL
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Supplements To Bid Forms	Document 00410	Bid Bond
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	Document 00433	Section 3 Opportunities Plan
	Document 00434	MBE/WBE Solicitation & Commitment Record
	Document 00435	Bidder Manpower
	Document 00436	Previous Related Experience
	HUD 5369-A	Representations, Certifications and Other Statements of Bidders
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PART THREE: CONDITIONS

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HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

INVITATION FOR BIDS
LIST OF DOCUMENTS

The HOUSING AUTHORITY OF THE CITY OF PITTSBURGH will receive separate sealed bids for Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46, for the following contracts:

GENERAL CONSTRUCTION

ELECTRICAL CONSTRUCTION

A complete **Invitation for Bids (IFB)** consists of the following documents:

THE PROJECT MANUAL, **dated** April 16, 2018 consisting of:

Bidding Requirements, Contract Forms, Conditions of the Contract, Wage Determination, and the Specifications.

THE PROJECT DRAWINGS, as prepared by **Gerard Associates Architects**, **dated** **March 6, 2018**.

THE BID PACKAGE, **dated** April 16, 2018 consisting of a single three-ring binder containing:

Blank bid document forms to be completed by the bidder;

Divider tabs to separate the original bid documents from the copies;

A pre-printed, pre-addressed envelope in which to deliver the bid.

ADDENDA will be issued as required.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

IDENTIFICATION OF OWNER

The Owner of this project is the Housing Authority of the City of Pittsburgh, a body corporate and politic and created pursuant to the "Housing Authorities Law," an Act passed by the 1937 session of the Legislature of the Commonwealth of Pennsylvania, P.L. 955, approved May 28, 1937, hereinafter variously called the "Housing Authority of the City of Pittsburgh" (HACP), "The Authority," the "Local Housing Authority" (LHA), the "Public Housing Authority" (PHA), or the "Public Housing Authority/Indian Housing Authority" (PHA/IHA).

Caster D. Binion
Executive Director
Housing Authority of the City of Pittsburgh

James D. Harris, Esquire
General Counsel
Housing Authority of the City of Pittsburgh

Kim Detrick
Director of Procurement
Housing Authority of the City of Pittsburgh

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
Legal Department
Housing Authority of the City of Pittsburgh
200 Ross Street, 7th Floor
Pittsburgh, PA 15219

[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] —

[X] (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 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 [X] 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.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

NOTICE OF PRE-BID CONFERENCE

A Pre-Bid Conference will be held on April 26, 2018

- A Pre-Bid Conference will be held on April 26, 2018 **at** 10:00 am, at the 2129 Brownsville Road Pittsburgh, PA 15210. A site visit of the property will be conducted thereafter. Bidders shall be prepared to review all aspects of the site necessary to prepare a bid.

- Representatives of the Authority, the engineer and other interested parties will be in attendance.

All bidders are urged to attend.

- Bidders are responsible for examining the construction site. (Refer to "Instructions to Bidders for Contracts," Document HUD 5369, Clause 1, "Bid Preparation and Submission.") Notwithstanding the above, lack of attendance will not be a basis for rejecting a bid.

- Bidders are urged to examine the drawings and specifications prior to the Pre-Bid Conference.

- Nothing at the Pre-Bid Conference will change the terms of the IFB unless a subsequent Addendum is issued. (Refer to "Instructions to Bidders for Contracts," Document HUD 5369, Clause 2, "Explanations and Interpretations to Prospective Bidders.")

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

PROJECT SCHEDULE

NO LATER THAN	
April 16, 2018	Invitation for Bids issued
April 26, 2018 10:00 am	Pre-Bid Conference (Followed by Site Visit)
May 3, 2018 2:00 pm	Last day to submit written questions
May 17, 2018 10:00 am	Bids due
June 29, 2018 (estimated)	Notice of Award
July 17, 2018 (estimated)	Execution of Contracts
July 24, 2018 (estimated)	Pre-Construction Conference
August 6, 2018 (estimated)	Construction Start
180 calendar days from effective date of Notice to Proceed	All work required under this contract shall be complete

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

SCOPE OF WORK FOR GENERAL CONSTRUCTION

The Contract for General Construction shall consist of the following component parts:

1. THE AGREEMENT
(Bound in the Project Manual)

THE BID	Document 00310 - Scope of Work for General Construction Document 00311 - Form of Bid for General Construction
THE FORM OF AGREEMENT	Document 00500 - Form of Agreement Document 00590 - Contracting Officer Certification
CONDITIONS OF THE CONTRACT	Document HUD - 5370 General Conditions HACP Document - Supplemental General Conditions Document 00830 - Wage Determination Schedule

2. PRIMARY SPECIFICATIONS FOR THE GENERAL CONSTRUCTION CONTRACT
(Bound in the Project Manual)

All Work contained in the Primary Specifications listed below is the Work of the Contractor for this General Construction Contract unless specifically indicated otherwise.

Any Reference in the Primary Specifications to the "Contractor," the "Prime Contractor," or the "General Contractor" shall be interpreted as meaning the Contractor for this General Construction Contract.

The General Contractor shall coordinate the schedule and activities of work performed by this and all other Prime Contracts, as identified by (G)-General, (P)-Plumbing, (H)-HVAC, and (E)-Electrical.

It is the contractual responsibility of the Contractor for General Construction to familiarize himself with the work of the other prime contractors so that the Project as a whole can proceed in an orderly fashion. Failure to familiarize work by other trades would not be an excuse for corrective measures at no cost to the City of Pittsburgh Housing Authority.

For example, the General Contractor shall coordinate installation of general construction work with the requirements of the Plumbing, Mechanical, and Electrical Contractors.

Reference Standard for Incidental Work: Incidental work, as used in this paragraph, is work which is not a basic part of other Prime Contracts but which is required by reference.

For example, the General Contractor is required by his Primary Specifications to install and repair all general work. In the event that the Plumbing Contractor disturbs the general work, the patching, repair shall be done and follow the same Specification requirements of the appropriate Specification Section by the Plumbing Contractor even if that specification section may not be part of the Plumbing Contractor's Primary Specification. The same applies to all trades where incidental work occurs.

TECHNICAL SPECIFICATIONS MAY BE FOUND AT PART FOUR
OF THE PROJECT MANUAL

PLEASE ALSO REFER TO DRAWINGS

3. PRIMARY DRAWINGS FOR THE GENERAL CONSTRUCTION CONTRACT
(Contained in the set of Project Drawings issued simultaneously with this Project Manual)

All Work contained in the Primary Drawings listed below is the Work of this Contractor unless specifically indicated otherwise.

Any Reference to the "Contractor," the "Prime Contractor," or the "General Contractor" shall be interpreted as meaning the Contractor for this General Construction Contract.

The Primary Drawings for this contract consist of all Gerard Associates Architects construction documents drawings, **dated** March 6, 2018 and specifications contained in this project manual.

In case of drawing conflict with specifications, it is understood that the specification shall supersede the drawings.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP Contract No. 600-12-18

FORM OF BID

GENERAL CONSTRUCTION

Contract No.: 600-12-18

TO: HOUSING AUTHORITY
CITY OF PITTSBURGH
(Hereinafter called the "Authority")
100 Ross Street, Suite 200
Pittsburgh, PA 15219

BIDDER: _____
(Bidder Name)
_____
(Business Address)
_____

_____
(Telephone)

1. The undersigned Bidder, having visited the site, having become familiar with local conditions affecting the cost of the work**, including all City of Pittsburgh current code requirements**, and having become familiar with the Invitation for Bids (the IFB) issued by the Authority, which consists of the following:

   - Project Manual, dated April 16, 2018 containing Bidding Requirements, Contract Forms, Conditions of the Contract, and Specifications
   - Project Drawings, dated March 6, 2018
   - Addenda (if any) as enumerated in this Form of Bid

   hereby proposes to provide all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services required to construct and complete the General Construction Work as described in Document 00310 "Scope of Work for General Construction" and as indicated in the Drawings and Specifications, for the following Firm Fixed Price:

   _____Dollars ($ _____)
   (Insert Bid Price in words) *(Insert Bid Price in Figures)*

2. Bid security **[ ] is [ ] is not** submitted with this bid.
   (Check one)

   Bid Security is in amount of:

   _____% of the bid OR _____ Dollars ($_____)

Bid Security is in the form of:

[ ]	Certified Check	[ ]	Bank Draft
[ ]	U.S. Govt. Bond	[ ]	Bid Bond (Document 00410)

3. The Bidder hereby acknowledges receipt of the following Addenda, if any, as issued by the Authority:

Total number of Addenda _____ (if none, so state)

Addendum No. _____dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____

4. The Bidder attaches hereto the Special Provisions (Document 00021);

5. The Bidder attaches hereto the Statement of Bidder's Qualifications (Document 00420);

6. The Bidder attaches hereto the Section 3 Opportunities Plan (Document 00433), MBE/WBE Solicitation and Commitment Record (Document 00434), Bidder Manpower Plan (Document 00435), and Previous Related Experience (Document 00436);

7. The Bidder attaches hereto the Bidder's Representations, Certifications and Other Statements of Bidders (Document HUD 5369-A), Previous Participation Certificate (Document HUD-2530);

8. The Bidder attaches hereto the Bidder's Special Provisions – Notice to All Prospective Bidders (Document 00437), Non-Collusion Affidavit (Document 00485);

9. The Bidder attaches hereto the completed Form of Agreement (Document 00500);

10. The Bidder attaches hereto the Supplemental General Conditions (HACP Document).

PROPRIETORSHIP SIGNATURE PAGE

SHEET - FB-I

(To be used when the Bidder is an individual doing business as a Sole Proprietorship.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name
(Complete Proprietorship Fictitious Name Disclosure below)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Principal*	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

PROPRIETORSHIP FICTITIOUS NAME DISCLOSURE

(To be used when the Bidder is an individual doing business under a fictitious or assumed name.)

_____ is an individual trading under a fictitious or
(Proprietor's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Principal*	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

PARTNERSHIP SIGNATURE PAGE SHEET - FB-P-1

(To be used when the Bidder is an individual doing business as a Partnership.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] A General Partnership (Attach completed Sheet FB-P-3)
- [ ] Doing business under Partnership Name
- [ ] Doing business under a fictitious or assumed name
  (Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

[ ] A Limited Partnership (Attach completed Sheet FB-P-3)
- [ ] Doing business under Partnership Name
- [ ] Doing business under a fictitious or assumed name
  (Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Partner **	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*
	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Partner **	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

* If the Bidder is a partnership, the Bid and Contract must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the certificate on Sheet FB-P-3.

PARTNERSHIP FICTITIOUS NAME DISCLOSURE

SHEET FB-P-2

(To be used when the Bidder is a partnership doing business under a fictitious or assumed name.)

_____ is a partnership trading under a fictitious or
(Partnership's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____		_____
	(Printed or Typed Name)		*(Printed or Typed Name)*
Witness		*Partner**	
{		{	
	_____		_____
	(Signature and Date)		*(Signature and Date)*

PARTNERSHIP CERTIFICATE SHEET FB-P-3

(To be used when the Bidder is a partnership.)

I, as partner of _____,
(Name of Partnership)
certify that the following are the names and addresses of all the partners of said partnership.

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

(Use additional sheets as required.)

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {		*Partner** {	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

CORPORATION SIGNATURE PAGE SHEET FB-C-1

(To be used when the bidder is a corporation.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] A corporation doing business in its own name
[ ] A corporation doing business under a fictitious or assumed name
(Complete Corporation Fictitious Name Disclosure FB-C-2)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

(CORPORATE SEAL)

_____
(Corporate Name)

_____ _____
(Printed or Typed Name) *(Printed or Typed Name)*

Witness *President*
{ *V.P.*** {

_____ _____
(Signature and Date) *(Signature and Date)*

_____ _____
(Corporate Title) *(Corporate Title)*

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION FICTITIOUS NAME DISCLOSURE SHEET FB-C-2

(To be used when the Bidder is a corporation doing business under a fictitious or assumed name.)

_____ is a corporation trading under a fictitious or
(Corporation's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*President*	
{		*V.P.* **	{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION CERTIFICATE SHEET FB-C-3

(To be used when the bidder is a corporation)

_____ is a corporation organized and existing
(Corporate name used as Bidder name)

under the laws of the state of _____ with its principal place of business at:

_____,_____,_____
(Street Address) *(City)* *(State)*

and, if a non-Pennsylvania corporation **[ ] has [ ] has not** *(check one)* been granted a certificate of authority to do business in Pennsylvania as required by the Pennsylvania Business Corporation Law, approved May 5, 1933, P.L. 364, as amended, 15 P.S. sec.2005 et seq.

I, _____, certify that I am the **[ ] Secretary [ ] Assistant Secretary** of the
(check one)
Corporation named a Bidder herein; that _____ who signed

this Bid on behalf of the Corporation was then _____ of said Corporation that
(President/V.P.) **

I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the above Certificate must be executed by the Secretary or Assistant Secretary

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

SCOPE OF WORK FOR ELECTRICAL CONSTRUCTION

The Contract for Electrical Construction shall consist of the following component parts:

1. THE AGREEMENT
(Bound in the Project Manual)

THE BID	Document 00320 - Scope of Work for Electrical Construction Document 00321 - Form of Bid for Electrical Construction
THE FORM OF AGREEMENT	Document 00500 - Form of Agreement Document 00590 - Contracting Officer Certification
CONDITIONS OF THE CONTRACT	Document HUD - 5370 General Conditions HACP Document - Supplemental General Conditions Document 00830 - Wage Determination Schedule

2. PRIMARY SPECIFICATIONS FOR THE ELECTRICAL CONSTRUCTION CONTRACT
(Bound in the Project Manual)

All Work contained in the Primary Specifications listed below is the Work of the Contractor for this Electrical Construction Contract unless specifically indicated otherwise.

Any Reference in the Primary Specifications to the "Contractor," the "Prime Contractor," or the "Electrical Contractor" shall be interpreted as meaning the Contractor for this Electrical Construction Contract.

The Electrical Contractor shall coordinate the schedule and activities of work performed under this contract with that of those contracts identified as (G)-General, (P)-Plumbing, and (H)-HVAC.

It is the contractual responsibility of the Contractor for Electrical Construction to familiarize himself with the work of the other prime contractors so that the Project as a whole can proceed in an orderly fashion. Failure to familiarize work by other trades would not be an excuse for corrective measures at no cost to the City of Pittsburgh Housing Authority.

For example, the Electrical Contractor shall coordinate installation of electrical construction work with the requirements of the Plumbing, Mechanical, and General Contractors.

Reference Standard for Incidental Work: Incidental work, as used in this paragraph, is work which is not a basic part of other Prime Contracts but which is required by reference.

For example, the General Contractor is required by his Primary Specifications to install and repair all general work. In the event that the Plumbing Contractor disturbs the general work, the patching, repair shall be done and follow the same Specification requirements of the appropriate Specification Section by the Plumbing Contractor even if that specification section may not be part of the Plumbing Contractor's Primary Specification. The same applies to all trades where incidental work occurs.

TECHNICAL SPECIFICATIONS MAY BE FOUND AT PART FOUR
OF THE PROJECT MANUAL

PLEASE ALSO REFER TO DRAWINGS

3. PRIMARY DRAWINGS FOR THE ELECTRICAL CONSTRUCTION CONTRACT
(Contained in the set of Project Drawings issued simultaneously with this Project Manual)

All Work contained in the Primary Drawings listed below is the Work of this Contractor unless specifically indicated otherwise.

Any Reference to the "Contractor," the "Prime Contractor," or the "Electrical Contractor" shall be interpreted as meaning the Contractor for this Electrical Construction Contract.

The Primary Drawings for this contract consist of all Gerard Associates Architects construction documents drawings, **dated** March 6, 2018 and specifications contained in this project manual.

In case of drawing conflict with specifications, it is understood that the specification shall supersede the drawings.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP Contract No. 600-12-18

FORM OF BID

ELECTRICAL CONSTRUCTION

Contract No.: 600-12-18

TO: HOUSING AUTHORITY
CITY OF PITTSBURGH
(Hereinafter called the "Authority")
100 Ross Street, Suite 200
Pittsburgh, PA 15219

BIDDER: _____
(Bidder Name)
_____
(Business Address)
_____

_____
(Telephone)

1. The undersigned Bidder, having visited the site, having become familiar with local conditions affecting the cost of the work**, including all City of Pittsburgh current code requirements**, and having become familiar with the Invitation for Bids (the IFB) issued by the Authority, which consists of the following:

   - Project Manual, dated April 16, 2018 containing Bidding Requirements, Contract Forms, Conditions of the Contract, and Specifications
   - Project Drawings, dated March 6, 2018
   - Addenda (if any) as enumerated in this Form of Bid

   hereby proposes to provide all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services required to construct and complete the Electrical Construction Work as described in Document 00320 "Scope of Work for Electrical Construction" and as indicated in the Drawings and Specifications, for the following Firm Fixed Price:

   _____Dollars ($ _____)
   (Insert Bid Price in words) *(Insert Bid Price in Figures)*

2. Bid security **[ ] is [ ] is not** submitted with this bid.
   (Check one)

   Bid Security is in amount of:

   _____% of the bid OR _____ Dollars ($_____)

Bid Security is in the form of:

[ ]	Certified Check	[ ]	Bank Draft
[ ]	U.S. Govt. Bond	[ ]	Bid Bond (Document 00410)

3. The Bidder hereby acknowledges receipt of the following Addenda, if any, as issued by the Authority:

Total number of Addenda _____ (if none, so state)

Addendum No. _____dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____

4. The Bidder attaches hereto the Special Provisions (Document 00021);

5. The Bidder attaches hereto the Statement of Bidder's Qualifications (Document 00420);

6. The Bidder attaches hereto the Section 3 Opportunities Plan (Document 00433), MBE/WBE Solicitation and Commitment Record (Document 00434), Bidder Manpower Plan (Document 00435), and Previous Related Experience (Document 00436);

7. The Bidder attaches hereto the Bidder's Representations, Certifications and Other Statements of Bidders (Document HUD 5369-A), Previous Participation Certificate (Document HUD-2530);

8. The Bidder attaches hereto the Bidder's Special Provisions – Notice to All Prospective Bidders (Document 00437), Non-Collusion Affidavit (Document 00485);

9. The Bidder attaches hereto the completed Form of Agreement (Document 00500);

10. The Bidder attaches hereto the Supplemental General Conditions (HACP Document).

PROPRIETORSHIP SIGNATURE PAGE

SHEET - FB-I

(To be used when the Bidder is an individual doing business as a Sole Proprietorship.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name
(Complete Proprietorship Fictitious Name Disclosure below)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Principal*	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

PROPRIETORSHIP FICTITIOUS NAME DISCLOSURE

(To be used when the Bidder is an individual doing business under a fictitious or assumed name.)

_____ is an individual trading under a fictitious or
(Proprietor's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Principal*	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

PARTNERSHIP SIGNATURE PAGE SHEET - FB-P-1

(To be used when the Bidder is an individual doing business as a Partnership.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] A General Partnership (Attach completed Sheet FB-P-3)
- [ ] Doing business under Partnership Name
- [ ] Doing business under a fictitious or assumed name
  (Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

[ ] A Limited Partnership (Attach completed Sheet FB-P-3)
- [ ] Doing business under Partnership Name
- [ ] Doing business under a fictitious or assumed name
  (Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {		*Partner ** {	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*
	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {		*Partner ** {	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

* If the Bidder is a partnership, the Bid and Contract must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the certificate on Sheet FB-P-3.

PARTNERSHIP FICTITIOUS NAME DISCLOSURE

SHEET FB-P-2

(To be used when the Bidder is a partnership doing business under a fictitious or assumed name.)

_____ is a partnership trading under a fictitious or
(Partnership's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____		_____
	(Printed or Typed Name)		*(Printed or Typed Name)*
Witness		*Partner**	
{		{	
	_____		_____
	(Signature and Date)		*(Signature and Date)*

PARTNERSHIP CERTIFICATE SHEET FB-P-3

(To be used when the Bidder is a partnership.)

I, as partner of _____,
(Name of Partnership)
certify that the following are the names and addresses of all the partners of said partnership.

Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____

(Use additional sheets as required.)

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {		*Partner** {	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

CORPORATION SIGNATURE PAGE SHEET FB-C-1

(To be used when the bidder is a corporation.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] A corporation doing business in its own name
[ ] A corporation doing business under a fictitious or assumed name
(Complete Corporation Fictitious Name Disclosure FB-C-2)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

(CORPORATE SEAL)

_____
(Corporate Name)

_____ _____
(Printed or Typed Name) *(Printed or Typed Name)*

Witness *President*
{ *V.P.*** {

_____ _____
(Signature and Date) *(Signature and Date)*

_____ _____
(Corporate Title) *(Corporate Title)*

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION FICTITIOUS NAME DISCLOSURE SHEET FB-C-2

(To be used when the Bidder is a corporation doing business under a fictitious or assumed name.)

_____ is a corporation trading under a fictitious or
(Corporation's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*President*	
{		*V.P. ***	{
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION CERTIFICATE SHEET FB-C-3

(To be used when the bidder is a corporation)

_____ is a corporation organized and existing
(Corporate name used as Bidder name)

under the laws of the state of _____ with its principal place of business at:

_____,_____,_____
(Street Address) *(City)* *(State)*

and, if a non-Pennsylvania corporation **[ ] has [ ] has not** *(check one)* been granted a certificate of authority to do business in Pennsylvania as required by the Pennsylvania Business Corporation Law, approved May 5, 1933, P.L. 364, as amended, 15 P.S. sec.2005 et seq.

I, _____, certify that I am the **[ ] Secretary [ ] Assistant Secretary** of the
(check one)
Corporation named a Bidder herein; that _____ who signed

this Bid on behalf of the Corporation was then _____ of said Corporation that
*(President/V.P.) ***

I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the above Certificate must be executed by the Secretary or Assistant Secretary

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

SCOPE OF WORK FOR PLUMBING CONSTRUCTION

The Contract for Plumbing Construction shall consist of the following component parts:

1. THE AGREEMENT
(Bound in the Project Manual)

THE BID	Document 00330 - Scope of Work for Plumbing Construction Document 00331 - Form of Bid for Plumbing Construction
THE FORM OF AGREEMENT	Document 00500 - Form of Agreement Document 00590 - Contracting Officer Certification
CONDITIONS OF THE CONTRACT	Document HUD - 5370 General Conditions HACP Document - Supplemental General Conditions Document 00830 - Wage Determination Schedule

2. PRIMARY SPECIFICATIONS FOR THE PLUMBING CONSTRUCTION CONTRACT
(Bound in the Project Manual)

All Work contained in the Primary Specifications listed below is the Work of the Contractor for this Plumbing Construction Contract unless specifically indicated otherwise.

Any Reference in the Primary Specifications to the "Contractor," the "Prime Contractor," or the "Plumbing Contractor" shall be interpreted as meaning the Contractor for this Plumbing Construction Contract.

The Plumbing Contractor shall coordinate the schedule and activities of work performed under this contract with that of those contracts identified as (G)-General, (E)-Electrical, and (H)-HVAC.

It is the contractual responsibility of the Contractor for Plumbing Construction to familiarize himself with the work of the other prime contractors so that the Project as a whole can proceed in an orderly fashion. Failure to familiarize work by other trades would not be an excuse for corrective measures at no cost to the City of Pittsburgh Housing Authority.

For example, the Plumbing Contractor shall coordinate installation of plumbing construction work with the requirements of the Electrical, Mechanical, and General Contractors.

Reference Standard for Incidental Work: Incidental work, as used in this paragraph, is work which is not a basic part of other Prime Contracts but which is required by reference.

For example, the General Contractor is required by his Primary Specifications to install and repair all general work. In the event that the Plumbing Contractor disturbs the general work, the patching, repair shall be done and follow the same Specification requirements of the appropriate Specification Section by the Plumbing Contractor even if that specification section may not be part of the Plumbing Contractor's Primary Specification. The same applies to all trades where incidental work occurs.

TECHNICAL SPECIFICATIONS MAY BE FOUND AT PART FOUR
OF THE PROJECT MANUAL

PLEASE ALSO REFER TO DRAWINGS

3. PRIMARY DRAWINGS FOR THE PLUMBING CONSTRUCTION CONTRACT
(Contained in the set of Project Drawings issued simultaneously with this Project Manual)

All Work contained in the Primary Drawings listed below is the Work of this Contractor unless specifically indicated otherwise.

Any Reference to the "Contractor," the "Prime Contractor," or the "Plumbing Contractor" shall be interpreted as meaning the Contractor for this Plumbing Construction Contract.

The Primary Drawings for this contract consist of all Gerard Associates Architects construction documents drawings, **dated** March 6, 2018 and specifications contained in this project manual.

In case of drawing conflict with specifications, it is understood that the specification shall supersede the drawings.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP Contract No. 600-12-18

FORM OF BID

PLUMBING CONSTRUCTION

Contract No.: 600-12-18

TO: HOUSING AUTHORITY
CITY OF PITTSBURGH
(Hereinafter called the "Authority")
100 Ross Street, Suite 200
Pittsburgh, PA 15219

BIDDER: _____
(Bidder Name)
_____
(Business Address)
_____

_____
(Telephone)

1. The undersigned Bidder, having visited the site, having become familiar with local conditions affecting the cost of the work**, including all City of Pittsburgh current code requirements**, and having become familiar with the Invitation for Bids (the IFB) issued by the Authority, which consists of the following:

   - Project Manual, dated April 16, 2018 containing Bidding Requirements, Contract Forms, Conditions of the Contract, and Specifications
   - Project Drawings, dated March 6, 2018
   - Addenda (if any) as enumerated in this Form of Bid

   hereby proposes to provide all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services required to construct and complete the Plumbing Construction Work as described in Document 00330 "Scope of Work for Plumbing Construction" and as indicated in the Drawings and Specifications, for the following Firm Fixed Price:

   _____Dollars ($ _____)
   (Insert Bid Price in words) *(Insert Bid Price in Figures)*

2. Bid security **[ ] is [ ] is not** submitted with this bid.
   (Check one)

   Bid Security is in amount of:

   _____% of the bid OR _____ Dollars ($_____)

Bid Security is in the form of:

[ ]	Certified Check	[ ]	Bank Draft
[ ]	U.S. Govt. Bond	[ ]	Bid Bond (Document 00410)

3. The Bidder hereby acknowledges receipt of the following Addenda, if any, as issued by the Authority:

Total number of Addenda _____ (if none, so state)

Addendum No. _____dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____

4. The Bidder attaches hereto the Special Provisions (Document 00021);

5. The Bidder attaches hereto the Statement of Bidder's Qualifications (Document 00420);

6. The Bidder attaches hereto the Section 3 Opportunities Plan (Document 00433), MBE/WBE Solicitation and Commitment Record (Document 00434), Bidder Manpower Plan (Document 00435), and Previous Related Experience (Document 00436);

7. The Bidder attaches hereto the Bidder's Representations, Certifications and Other Statements of Bidders (Document HUD 5369-A), Previous Participation Certificate (Document HUD-2530);

8. The Bidder attaches hereto the Bidder's Special Provisions – Notice to All Prospective Bidders (Document 00437), Non-Collusion Affidavit (Document 00485);

9. The Bidder attaches hereto the completed Form of Agreement (Document 00500);

10. The Bidder attaches hereto the Supplemental General Conditions (HACP Document).

PROPRIETORSHIP SIGNATURE PAGE SHEET - FB-I

(To be used when the Bidder is an individual doing business as a Sole Proprietorship.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name
(Complete Proprietorship Fictitious Name Disclosure below)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Principal*	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

PROPRIETORSHIP FICTITIOUS NAME DISCLOSURE

(To be used when the Bidder is an individual doing business under a fictitious or assumed name.)

_____ is an individual trading under a fictitious or
(Proprietor's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Principal*	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

PARTNERSHIP SIGNATURE PAGE SHEET - FB-P-1

(To be used when the Bidder is an individual doing business as a Partnership.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] A General Partnership (Attach completed Sheet FB-P-3)
- [ ] Doing business under Partnership Name
- [ ] Doing business under a fictitious or assumed name
  (Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

[ ] A Limited Partnership (Attach completed Sheet FB-P-3)
- [ ] Doing business under Partnership Name
- [ ] Doing business under a fictitious or assumed name
  (Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Partner **	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*
	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Partner **	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

* If the Bidder is a partnership, the Bid and Contract must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the certificate on Sheet FB-P-3.

PARTNERSHIP FICTITIOUS NAME DISCLOSURE

SHEET FB-P-2

(To be used when the Bidder is a partnership doing business under a fictitious or assumed name.)

_____ is a partnership trading under a fictitious or
(Partnership's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

_____	_____
(Printed or Typed Name)	*(Printed or Typed Name)*
Witness	*Partner**
{	{
_____	_____
(Signature and Date)	*(Signature and Date)*

PARTNERSHIP CERTIFICATE SHEET FB-P-3

(To be used when the Bidder is a partnership.)

I, as partner of _____,
(Name of Partnership)
certify that the following are the names and addresses of all the partners of said partnership.

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

(Use additional sheets as required.)

Witness

_____
(Printed or Typed Name)

_____
(Signature and Date)

*Partner**

_____
(Printed or Typed Name)

_____
(Signature and Date)

CORPORATION SIGNATURE PAGE SHEET FB-C-1

(To be used when the bidder is a corporation.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] A corporation doing business in its own name
[ ] A corporation doing business under a fictitious or assumed name
(Complete Corporation Fictitious Name Disclosure FB-C-2)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

(CORPORATE SEAL)

_____
(Corporate Name)

_____ _____
(Printed or Typed Name) *(Printed or Typed Name)*

Witness *President*
{ *V.P.*** {

_____ _____
(Signature and Date) *(Signature and Date)*

_____ _____
(Corporate Title) *(Corporate Title)*

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION FICTITIOUS NAME DISCLOSURE SHEET FB-C-2

(To be used when the Bidder is a corporation doing business under a fictitious or assumed name.)

_____ is a corporation trading under a fictitious or
(Corporation's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____		_____
	(Printed or Typed Name)		*(Printed or Typed Name)*
Witness		*President*	
{		*V.P.* **	{	
	_____		_____
	(Signature and Date)		*(Signature and Date)*

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION CERTIFICATE SHEET FB-C-3

(To be used when the bidder is a corporation)

_____ is a corporation organized and existing
(Corporate name used as Bidder name)

under the laws of the state of _____ with its principal place of business at:

_____,_____,_____
(Street Address) *(City)* *(State)*

and, if a non-Pennsylvania corporation **[ ] has [ ] has not** *(check one)* been granted a certificate of authority to do business in Pennsylvania as required by the Pennsylvania Business Corporation Law, approved May 5, 1933, P.L. 364, as amended, 15 P.S. sec.2005 et seq.

I, _____, certify that I am the **[ ] Secretary [ ] Assistant Secretary** of the
(check one)
Corporation named a Bidder herein; that _____ who signed

this Bid on behalf of the Corporation was then _____ of said Corporation that
(President/V.P.) **

I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the above Certificate must be executed by the Secretary or Assistant Secretary

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

SCOPE OF WORK FOR MECHANICAL CONSTRUCTION

The Contract for Mechanical Construction shall consist of the following component parts:

1. THE AGREEMENT
(Bound in the Project Manual)

THE BID	Document 00340 - Scope of Work for Mechanical Construction Document 00341 - Form of Bid for Mechanical Construction
THE FORM OF AGREEMENT	Document 00500 - Form of Agreement Document 00590 - Contracting Officer Certification
CONDITIONS OF THE CONTRACT	Document HUD - 5370 General Conditions HACP Document - Supplemental General Conditions Document 00830 - Wage Determination Schedule

2. PRIMARY SPECIFICATIONS FOR THE MECHANICAL CONSTRUCTION CONTRACT
(Bound in the Project Manual)

All Work contained in the Primary Specifications listed below is the Work of the Contractor for this Mechanical Construction Contract unless specifically indicated otherwise.

Any Reference in the Primary Specifications to the "Contractor," the "Prime Contractor," or the "Mechanical Contractor" shall be interpreted as meaning the Contractor for this Mechanical Construction Contract.

The Mechanical Contractor shall coordinate the schedule and activities of work performed under this contract with that of those contracts identified as (G)-General, (E)-Electrical, and (P)-Plumbing.

It is the contractual responsibility of the Contractor for Mechanical Construction to familiarize himself with the work of the other prime contractors so that the Project as a whole can proceed in an orderly fashion. Failure to familiarize work by other trades would not be an excuse for corrective measures at no cost to the City of Pittsburgh Housing Authority.

For example, the Mechanical Contractor shall coordinate installation of mechanical construction work with the requirements of the Electrical, Plumbing, and General Contractors.

Reference Standard for Incidental Work: Incidental work, as used in this paragraph, is work which is not a basic part of other Prime Contracts but which is required by reference.

For example, the General Contractor is required by his Primary Specifications to install and repair all general work. In the event that the Plumbing Contractor disturbs the general work, the patching, repair shall be done and follow the same Specification requirements of the appropriate Specification Section by the Plumbing Contractor even if that specification section may not be part of the Plumbing Contractor's Primary Specification. The same applies to all trades where incidental work occurs.

TECHNICAL SPECIFICATIONS MAY BE FOUND AT PART FOUR
OF THE PROJECT MANUAL

PLEASE ALSO REFER TO DRAWINGS

3. PRIMARY DRAWINGS FOR THE MECHANICAL CONSTRUCTION CONTRACT
(Contained in the set of Project Drawings issued simultaneously with this Project Manual)

All Work contained in the Primary Drawings listed below is the Work of this Contractor unless specifically indicated otherwise.

Any Reference to the "Contractor," the "Prime Contractor," or the "Mechanical Contractor" shall be interpreted as meaning the Contractor for this Mechanical Construction Contract.

The Primary Drawings for this contract consist of all Gerard Associates Architects construction documents drawings, **dated** March 6, 2018 and specifications contained in this project manual.

In case of drawing conflict with specifications, it is understood that the specification shall supersede the drawings.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP Contract No. 600-12-18

FORM OF BID

MECHANICAL CONSTRUCTION

Contract No.: 600-12-18

TO: HOUSING AUTHORITY
CITY OF PITTSBURGH
(Hereinafter called the "Authority")
100 Ross Street, Suite 200
Pittsburgh, PA 15219

BIDDER: _____
(Bidder Name)
_____
(Business Address)
_____

_____
(Telephone)

1. The undersigned Bidder, having visited the site, having become familiar with local conditions affecting the cost of the work**, including all City of Pittsburgh current code requirements**, and having become familiar with the Invitation for Bids (the IFB) issued by the Authority, which consists of the following:

   - Project Manual, dated April 16, 2018 containing Bidding Requirements, Contract Forms, Conditions of the Contract, and Specifications
   - Project Drawings, dated March 6, 2018
   - Addenda (if any) as enumerated in this Form of Bid

   hereby proposes to provide all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services required to construct and complete the Mechanical Construction Work as described in Document 00340 "Scope of Work for Mechanical Construction" and as indicated in the Drawings and Specifications, for the following Firm Fixed Price:

   _____Dollars ($ _____)
   (Insert Bid Price in words) *(Insert Bid Price in Figures)*

2. Bid security **[ ] is [ ] is not** submitted with this bid.
   (Check one)

   Bid Security is in amount of:

   _____% of the bid OR _____ Dollars ($_____)

Bid Security is in the form of:

[ ]	Certified Check	[ ]	Bank Draft
[ ]	U.S. Govt. Bond	[ ]	Bid Bond (Document 00410)

3. The Bidder hereby acknowledges receipt of the following Addenda, if any, as issued by the Authority:

Total number of Addenda _____ (if none, so state)

Addendum No. _____dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____

4. The Bidder attaches hereto the Special Provisions (Document 00021);

5. The Bidder attaches hereto the Statement of Bidder's Qualifications (Document 00420);

6. The Bidder attaches hereto the Section 3 Opportunities Plan (Document 00433), MBE/WBE Solicitation and Commitment Record (Document 00434), Bidder Manpower Plan (Document 00435), and Previous Related Experience (Document 00436);

7. The Bidder attaches hereto the Bidder's Representations, Certifications and Other Statements of Bidders (Document HUD 5369-A), Previous Participation Certificate (Document HUD-2530);

8. The Bidder attaches hereto the Bidder's Special Provisions – Notice to All Prospective Bidders (Document 00437), Non-Collusion Affidavit (Document 00485);

9. The Bidder attaches hereto the completed Form of Agreement (Document 00500);

10. The Bidder attaches hereto the Supplemental General Conditions (HACP Document).

PROPRIETORSHIP SIGNATURE PAGE

SHEET - FB-I

(To be used when the Bidder is an individual doing business as a Sole Proprietorship.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name
(Complete Proprietorship Fictitious Name Disclosure below)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Principal*	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

PROPRIETORSHIP FICTITIOUS NAME DISCLOSURE

(To be used when the Bidder is an individual doing business under a fictitious or assumed name.)

_____ is an individual trading under a fictitious or
(Proprietor's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Principal*	
{		{	
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

PARTNERSHIP SIGNATURE PAGE SHEET - FB-P-1

(To be used when the Bidder is an individual doing business as a Partnership.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] A General Partnership (Attach completed Sheet FB-P-3)
- [ ] Doing business under Partnership Name
- [ ] Doing business under a fictitious or assumed name
  (Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

[ ] A Limited Partnership (Attach completed Sheet FB-P-3)
- [ ] Doing business under Partnership Name
- [ ] Doing business under a fictitious or assumed name
  (Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*	
Witness		*Partner **	
{		{	
_____ *(Signature and Date)*		_____ *(Signature and Date)*	
_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*	
Witness		*Partner **	
{		{	
_____ *(Signature and Date)*		_____ *(Signature and Date)*	

* If the Bidder is a partnership, the Bid and Contract must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the certificate on Sheet FB-P-3.

PARTNERSHIP FICTITIOUS NAME DISCLOSURE

SHEET FB-P-2

(To be used when the Bidder is a partnership doing business under a fictitious or assumed name.)

_____ is a partnership trading under a fictitious or
(Partnership's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

_____	_____
(Printed or Typed Name)	*(Printed or Typed Name)*
Witness	*Partner**
{	{
_____	_____
(Signature and Date)	*(Signature and Date)*

PARTNERSHIP CERTIFICATE SHEET FB-P-3

(To be used when the Bidder is a partnership.)

I, as partner of _____,
(Name of Partnership)
certify that the following are the names and addresses of all the partners of said partnership.

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

(Use additional sheets as required.)

Witness

_____
(Printed or Typed Name)

_____
(Signature and Date)

*Partner**

_____
(Printed or Typed Name)

_____
(Signature and Date)

CORPORATION SIGNATURE PAGE SHEET FB-C-1

(To be used when the bidder is a corporation.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

[ ] A corporation doing business in its own name
[ ] A corporation doing business under a fictitious or assumed name
(Complete Corporation Fictitious Name Disclosure FB-C-2)

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____.

(CORPORATE SEAL)

_____
(Corporate Name)

_____ _____
(Printed or Typed Name) *(Printed or Typed Name)*

Witness *President*
{ *V.P.*** {

_____ _____
(Signature and Date) *(Signature and Date)*

_____ _____
(Corporate Title) *(Corporate Title)*

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION FICTITIOUS NAME DISCLOSURE SHEET FB-C-2

(To be used when the Bidder is a corporation doing business under a fictitious or assumed name.)

_____ is a corporation trading under a fictitious or
(Corporation's Name)

assumed name of _____ and **[ ] has [ ] has not** registered under
(Fictitious or Assumed Name Used as Bidder's Name) *(Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945,P.L.967, as amended, 54 P.S.sec.281.1 et seq.

	_____		_____
	(Printed or Typed Name)		*(Printed or Typed Name)*
Witness		*President*	
{		*V.P.* **	{	
	_____		_____
	(Signature and Date)		*(Signature and Date)*

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION CERTIFICATE SHEET FB-C-3

(To be used when the bidder is a corporation)

_____ is a corporation organized and existing
(Corporate name used as Bidder name)

under the laws of the state of _____ with its principal place of business at:

_____,_____,_____
(Street Address) *(City)* *(State)*

and, if a non-Pennsylvania corporation **[ ] has [ ] has not** *(check one)* been granted a certificate of authority to do business in Pennsylvania as required by the Pennsylvania Business Corporation Law, approved May 5, 1933, P.L. 364, as amended, 15 P.S. sec.2005 et seq.

I, _____, certify that I am the **[ ] Secretary [ ] Assistant Secretary** of the
(check one)
Corporation named a Bidder herein; that _____ who signed

this Bid on behalf of the Corporation was then _____ of said Corporation that
*(President/V.P.) ***

I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

** If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the above Certificate must be executed by the Secretary or Assistant Secretary

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and
(Insert name and address of Bidder exactly as it appears on Form of Bid)

_____, as Sureties, are held and firmly bound unto the Housing Authority of the City of Pittsburgh, its certain attorney, successors, or assigns (the Obligee, hereinafter called the "Authority") in the penal sum of

_____Dollars ($_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal simultaneously submits to the Authority the accompanying bid, dated

_____, 20_____ (the "Bid"), for construction of
(Insert date of bid)

_____
(Insert name of project exactly as it appears on Form of Bid)
pursuant to specifications, drawings and other related documents constituting the Invitation for Bids (the "IFB").

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

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness	*Principal*
{	{
_____ *(Signature and Date)*	_____ *(Signature and Date)*

SURETY SIGN HERE

(SURETY SEAL)

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Attest	*Surety****
{	{
_____ *(Signature and Date)*	_____ *(Signature and Date)*

*** Power of attorney must be attached to this Bid Bond.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness {	*Partner** {
_____ *(Signature and Date)*	_____ *(Signature and Date)*
_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness {	*Partner** {
_____ *(Signature and Date)*	_____ *(Signature and Date)*

* If the Bidder is a partnership, the Bond must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

SURETY SIGN HERE

(SURETY SEAL)

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Attest {	*Surety**** {
_____ *(Signature and Date)*	_____ *(Signature and Date)*

*** Power of attorney must be attached to this Bid Bond.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE SEAL)

_____
(Corporate Name)

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Attest {	_____ *(Signature and Date)*	*President V.P.*** {	_____ *(Signature and Date)*
	_____ *(Corporate Title)*		_____ *(Corporate Title)*

** If the bidder is a corporation, the Bond must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal below must be executed by the Secretary or Assistant Secretary.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
[ ] Secretary [ ] Assistant Secretary of the Corporation named a Bidder herein; that
(check one)

_____ who signed this Bid on behalf of the

Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

SURETY SIGN HERE

(SURETY SEAL)

_____ _____
(Printed or Typed Name) *(Printed or Typed Name)*

Attest *Surety****

{ {

_____ _____
(Signature and Date) *(Signature and Date)*

*** Power of attorney must be attached to this Bid Bond.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

STATEMENT OF BIDDER'S QUALIFICATIONS

_____	Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46
(Bidder's Name)	*(Project Name)*
_____	_____
(Address)	
_____	600-12-18
	(HACP Project No.)

Names of not more than two principals to contact:

Name:_____ Name:_____

Title:_____ Title:_____

Telephone:_____ Telephone:_____

AUTHORIZATION:

Excerpt from HUD 7460.8-REV-1 AND 24 CFR 85.36(b)(8) & 24 CFR 905.160(a)(3):

"The evaluation of a contractor's ability to perform a contract is known as determining the contractor's responsibility. Has **shall** make awards only to **responsible** contractors possessing the ability to perform successfully under the terms and conditions of a proposed contract. Consideration **shall** be given to such matters as **contractor integrity, compliance with public policy, record of past performance, and financial and technical resources**.

"The award of a contract to an offeror **shall** not be made solely on the basis of the lowest evaluated price without considering the firm's ability to perform the required work. Some of the specific factors to consider include (1) whether the contractor performed satisfactorily on other HA Contracts, (2) is the contractor suspended or debarred from Federal Contracts, and (3) have other HAs has satisfactory performance from this contractor.

"A pre-award survey may entail an on-site inspection of the offeror's facilities, including a review of financial statements, record keeping, production capacity, or similar factors that impact on the ability to perform the contract.

"Recent unsatisfactory performance regarding either quality or timeliness of delivery is an example of a problem which the Contracting Officer **shall** consider and resolve as to its impact on the current procurement prior to making an affirmative determination of responsibility.

ORGANIZATION

THE BIDDER IS:

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name

[ ] A General Partnership
  [ ] Doing business under Partnership Name
  [ ] Doing business under a fictitious or assumed name

[ ] A Limited Partnership
  [ ] Doing business under Partnership Name
  [ ] Doing business under a fictitious or assumed name

[ ] A corporation doing business in its own name
[ ] A corporation doing business under a fictitious or assumed name

How many years has the bidder been in business as a Contractor? _____

How many years has the bidder been in business under its present business name? _____

Under what other or former names has the bidder operated?

PAST PERFORMANCE

CLAIMS AND SUITS. (If the answer to any of the questions below is yes, please attach explanation.)

[ ] Yes [ ] No Has the Bidder ever failed to complete any work awarded to it?

[ ] Yes [ ] No Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder or its officers?

[ ] Yes [ ] No Has the bidder filed any law suits or requested arbitration with regard to construction contracts within the last five years?

[ ] Yes [ ] No Within the last five years, has any officer or principal of the bidder ever been an officer or principal of another organization when it failed to complete a construction contract? (If answer is yes, please attach details.)

State average annual amount of construction work performed during the past five years: $_____

State total worth of work in progress and under contract: $_____

On a separate sheet, list major construction projects the bidder has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

On a separate sheet, list the major projects the bidder has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

FINANCIAL RESOURCES

Financial Statement.

Attach a financial statement (audited if available), including the bidder's latest balance sheet and income statement showing the following items:

Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
Net Fixed Assets;
Other Assets;
Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

Name and address of firm preparing attached financial statement, and date thereof:

[ ] Yes [ ] No Is the attached financial statement for the identical organization named on page one?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

[ ] Yes [ ] No Will the organization whose financial statement is attached act as guarantor of the contract for construction?

TECHNICAL RESOURCES

Licensing:
List jurisdictions and trade categories in which the bidder is legally qualified to do business, and indicate registration or license numbers, if applicable.

Experiences:
List the categories of work that the bidder normally performs with its own forces.

On a separate sheet, list the construction experience and present commitments of the key individuals of the bidder.

REFERENCES

List Trade References (use separate sheet if necessary):

List Bank References (use separate sheet if necessary):

List previous HUD/USDA-FmHA projects and Section 8 Contracts (formerly Schedule A on HUD-2530). Applicable to construction contracts exceeding $50,000. List each principals name, previous project, principal's participation role and interest, and disclose defaults, mortgage relief, assignments and foreclosures. **Note that having a Master Schedule on file with HUD will not meet this requirement.**

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record of this Certification.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits, signed by me and attached to this form.
Warning: HUD and/or the Authority will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1012;31 U.S.C. 3729, 3802)

I further certify that:

1. The list of previous HUD/USDA-FmHA projects and Section 8 Contracts contains a listing of every assisted or insured project of HUD, which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.
   a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
   b. I have not experienced default or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
   c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
   d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
   e. I have not been convicted of a felony and am not presently, to my knowledge, 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. I 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. I 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 parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.

4. I am not 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 O and USDA's Standard of Conduct in 7 C.F.R. Part 9 Subpart B.

5. I am not a Housing Authority of the City of Pittsburgh employee or a member of an Authority employee's immediate family.

6. I am not a principal 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.

7. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights law.

8. I am not 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.

9. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

Subscribed and sworn to before me

this_____ day of _____, 20

My Commission expires _____, 20

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

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

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

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

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

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

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

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

Housing Authority City of Pittsburgh

Development and Modernization Department

Bidder's Section 3 Participation Form

A. Bidder's Section 3 Hiring Plan

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees*	Number of Positions Not Occupied	Number of Positions Available for Section 3 Residents
Trade:				
Journeyman				
Helper				
Apprentices				
Trainees				
Laborer				
Others				

*** Please submit a list of current employees to be assigned to this project including Dates of Hire**

B. Bidder's Section 3 Subcontracting Plan

SUB - CONTRACTOR'S NAME**	SUB - CONTRACTORS ADDRESS	PHONE NUMBER	FEDERAL TAX ID NO./ SS#	DESCRIPTION OF WORK	Sub - Contract Amount

**** If the Bidder has not identified a Section 3 subcontractor, please indicate if there will be any Section 3 subcontracting opportunity and describe scope of work**_____

Company Name

Project Name

Project Number

Name and Title of Person Completing this Form

Signature and Date

PLACE HOLDER FOR

ROSTER OF CURRENT EMPLOYEES

Pursuant to Housing Authority of the City of Pittsburgh Section 3 Program Manual, Part I, Section A - Section 3 Policy Statement (in part):

"HACP shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3."

Section 3 Participation

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

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR DOLLARS
Labor dollars $25,000 but less than $100,000	10% of the labor dollars
$100,000, but less than $200,000	9% of the labor dollars
At least $200,000, but less than $300,000	8% of the labor dollars
At least $300,000, but less than $400,000	7% of the labor dollars
At least $400,000, but less than $500,000	6% of the labor dollars
At least $500,000, but less than $1 million	5% of the labor dollars
At least $1 million, but less than $2 million	4% of the labor dollars
At least $2 million, but less than $4 million	3% of the labor dollars
At least $4 million, but less than $7 million	2% of the labor dollars
$7 million or more	½ to 1 % of the labor dollars

A copy of HACP's Section 3 Program Manual is available for download at www.HACP.org.

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)

PRIME CONTRACTOR'S NAME: _____
SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____
SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS**) during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[ ] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____. The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

When Tier I is selected, the Contractor shall complete the following table as instructed below:

(1) Indicate each job title for all phases of this contract
(2) The number of positions that will be needed in each category
(3) How many of those positions are currently filled
(4) The number currently filled by low and very low-income HACP residents
(5) The number currently filled by City of Pittsburgh neighborhood area residents
(6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

(7) Low income HACP Residents (LIPH) and/or
(8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)

SECTION 3 OPPORTUNITIES PLAN

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:				SPEC or RFP NUMBER:			
JOB TITLE (1)	NUMBER OF POSITIONS					HIRING REQUIREMENT	
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

LIPH – HACP low income public housing resident
ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.
Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

_____

_____

SECTION 3 OPPORTUNITIES PLAN

[ ] Tier II – CONTRACTING

The contractor has identified _____ HACP resident-owned business(es) or _____ Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # _____.

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

1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.

2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).

3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[ ] Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,

b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.
Contractor shall provide, in a letter on firm letterhead:

1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

[ ] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.

SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name:_____

Name:_____

Title:_____

Signature:_____Date:_____

Witness Name:_____

Witness Signature:_____Date:_____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE SOLICITATION AND COMMITMENT RECORD

SOLICITATION AND COMMITMENT STATEMENT
MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES

BID NUMBER	NAME OF BIDDER	ADDRESS	PHONE

List below All MBE/WBE's that were solicited - whether or not a commitment was obtained -- Copy this form as necessary

_____MBE _____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE	DATE SOLICITED BY MAIL	COMMITMENT MADE **YES** (IF YES, GIVE DATE)	COMMITMENT MADE **NO**	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME						
ADDRESS		QUOTE RECEIVED		AMOUNT COMMITTED		
CONTACT PERSON PHONE		YES	NO	DOLLAR AMOUNT $		
				PERCENT OF TOTAL BID %		

_____MBE _____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE	DATE SOLICITED BY MAIL	COMMITMENT MADE **YES** (IF YES, GIVE DATE)	COMMITMENT MADE **NO**	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME						
ADDRESS		QUOTE RECEIVED		AMOUNT COMMITTED		
CONTACT PERSON PHONE		YES	NO	DOLLAR AMOUNT $		
				PERCENT OF TOTAL BID %		

_____MBE _____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE	DATE SOLICITED BY MAIL	COMMITMENT MADE **YES** (IF YES, GIVE DATE)	COMMITMENT MADE **NO**	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME						
ADDRESS		QUOTE RECEIVED		AMOUNT COMMITTED		
CONTACT PERSON PHONE		YES	NO	DOLLAR AMOUNT $		
				PERCENT OF TOTAL BID %		

Prepared by: Title: Phone:

NOTE: Certification and letters of intent for each MBE/WBE commitment must accompany this document.

MBE/WBE Participation Plan

I. SMALL BUSINESS PARTICIPATION
Is the Bidder a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION
Is the Bidder classified as a Minority Business Enterprise?

Yes _____ No _____

If "No", are any Subcontractors classified as Minority Business enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	$ Value Contract	% of Fee

III. WOMEN-OWNED BUSINESS PARTICIPATION
Is the Bidder classified as a Woman-Owned Business Enterprise?

Yes _____ No _____

If "No", area any Subcontractors classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (WBE)	$ Value Contract	% of Fee

****All MBE/WBE firms must be certified.**
In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE RECORD
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT
MBE/WBE 3-YEAR RECORD

BIDDERS NAME: _____
ADDRESS: _____
TELEPHONE: _____
CONTACT PERSON: _____
PROPOSAL AND BID FOR: _____

List below all contracts with the Housing Authority of the City of Pittsburgh during the past three years and the MBE and WBE participation obtained.					
CONTRACT TITLE	CONTRACT DATE	AMOUNT	% PARTICIPATION MBE	WBE	COMMENTS

Prepared by: Title: Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT
ADDITIONAL INFORMATION SHEET

The bidder presents the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement.

Prepared by: Title: Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE EXHIBIT

MBE/WBE COMMITMENT WAIVER REQUEST FORM

BIDDER'S FIRM:_____
ADDRESS:_____
TELEPHONE:_____
CONTACT PERSON:_____
PROPOSAL AND BID FOR:_____

Waiver of the MBE/WBE participation requirement is requested for the following reasons:

Prepared by: Title: Phone:

NOTE: The fully completed MBE/WBE Solicitation and Commitment Statement must accompany this waiver request.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11625)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals for minority and female participation at the Housing Authority of the City of Pittsburgh are pursuant to the Mayor's promulgated Executive Order, and the action of the Housing Authority Board. Expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, these goals are seventeen percent (18%) of the total cost of the contract to be expended for minority participation and six percent (7%) for women participation. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

   The Contractor's compliance with the Executive Order and the regulations in Section 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in Section 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in Section 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation, to:

   LaVaris Ross, Labor Relations Specialist
   U.S. Department of Housing and Urban Development
   Office of Labor Relations
   City Crescent Building
   10 S. Howard Street, 5th Floor
   Baltimore, MD 21201

   The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is within the Commonwealth of Pennsylvania, County of Allegheny, City of Pittsburgh.

Housing Authority of the City of Pittsburgh

Development & Modernization
100 Ross Street, Suite 200
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

NOTICE TO ALL PROSPECTIVE BIDDERS

REQUEST FOR MANPOWER PLAN

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

Each bid must include a separate Manpower Plan and Major Equipment List for this Invitation for Bids. The Manpower Plan must include (1) the names of the bidder's personnel to be assigned to the Project, (2) trade/position, (3) Social Security Number or Driver's License Number and (4) Employee Date of Hire.

In the event you are bidding on multiple HACP construction work, each bid must include a separate Manpower Plan and Major Equipment List that clearly demonstrates that the bidder has the capacity and will not use the same personnel and equipment on more than one HACP construction work that are being executed simultaneously within the next 180 days.

HACP will use this information to determine whether the bidder has the capacity to perform the work.

Please acknowledge receipt of this Notice by completing the information below and the attached and including copies in your bid.

Bidder's Name: _____

Name of the Person Signing the Bid: _____

Signature of the Person Signing the Bid: _____

Bid Due Date: _____

Housing Authority of the City of Pittsburgh

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(412) 456-5020
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Bidder's Planned Manpower

Provide Employee Name, Trade/Position, Social Security Number or Driver's License Number and Date of Hire for each employee:
(use additional sheets if necessary).

Name	Position	Social Security No. or Driver's License No.		Date of Hire

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SPECIAL PROVISIONS
FOR INVITATION FOR BIDS (IFB)

REQUEST FOR INFORMATION

Each bidder must submit the following information to assist the Owner to determine if the Bidder has the capacity to perform the required work under this **Project Name:_____ IFB No. _____.**

Bidder's Capacity

Provide information demonstrating the Bidder's ability to provide the resources necessary for the timely and efficient implementation of the construction work. Due to the nature of this procurement, capacity will also be evaluated based on the Bidder's ability to complete the work on time and within budget, therefore, please describe the Bidder's Capacity as follows:

1. Manpower Plan and Major Equipment List (Please complete **Form 00435-1 & 2**).
2. List a maximum of three-(3) current or completed ***Housing Authority of the City of Pittsburgh*** related projects, the **Initial Contract Value, Change Orders, if any, and Final Contract Value**. If the project was not completed within budget and on time, please explain the circumstances and/or justification for the change order(s): Please attach a separate sheet if you do not have sufficient space.

Project #	Initial Contract Value	Change Order(s)	Final Contract Value
a.			
b.			
c.			

Justification for Change Orders/Schedule:_____
_____

3. List at least three-(3) other Owners including one current or completed project plus the following information:

Vendor's Name & Contact #	Initial Contract Value	Change Order(s)	Final Contract Value
a.			
b.			
c.			

Justification for Change Orders/Schedule:_____
_____

The Bidder hereby certifies that the information provided above is accurate/correct and provision of false information can be a basis for the rejection of this bid:

Bidder's Name:_____ Bidder's Signature:_____
Date:_____

Housing Authority of the City of Pittsburgh

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NOTICE TO ALL PROSPECTIVE BIDDERS

Previous Related Experience
for

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP CONTRACT NO. 600-12-18

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. Bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at anytime prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 1			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
1			
2			
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Housing Authority of the City of Pittsburgh

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All bidders will provide information on the most recet HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 2			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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All bidders will provide information on the most recet HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 3			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 4			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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All bidders will provide information on the most recet HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 5			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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HACP CONTRACT NO. 600-12-18

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In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 6			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 7			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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***All contractors MUST submit 3 references and most recent HACP Job if applicable.**

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)(l) 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)(l) 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)

Previous Participation Certification

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

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 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 organization chart for all organizations

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

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

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the 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.

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 multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experience**".

1. 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.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other (attach memorandum)

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 those regulations published at 24 C.F.R. part 200, subpart H, 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. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

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

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

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

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

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made 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.

Specific Line Instructions are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved 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.

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

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

Housing Authority of the City of Pittsburgh

Development & Modernization
100 Ross Street, Suite 200
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

SPECIAL PROVISIONS

NOTICE TO ALL PROSPECTIVE BIDDERS

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

Documents Required for Payment

HACP Contract No.: 600-12-18

Pursuant to Sections 27, 38, 40 and 46 of the General Conditions for this Contract, each contractor must submit the following required documents with each Payment Estimate ("PE") in order for HACP to process a PE as follows:

A. Periodic Estimate – HUD 51001

B. Schedule of Stored Materials – HUD 51003 (if applicable)

C. Summary of Stored Materials – HUD 51004 (if applicable)

D. Schedule of Change Orders – HUD 51002 (if applicable)

E. Progress Payment Certification

F. Current/Approved Certified Payrolls (submitted to HACP's Davis-Bacon Wage Clerk).

G. MBE/WBE Utilization Report

H. Section 3 Summary Report

Signature of Authorized Officer: _____ Date: _____

THIS DOCUMENT MUST BE SIGNED.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

NON-COLLUSION AFFIDAVIT

State of_____

County of_____

_____, being first duly sworn, deposes and says:
(Printed or Typed Name)

That he/she is
(Proprietor, General Partner, President or Vice President)

of _____; and having submitted the foregoing Bid for
(Bidder Name)

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46
(Project Name)

600-12-18;
(HACP Contract No.)

and is the party making the foregoing Bid, and that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid, or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the Housing Authority of the City of Pittsburgh or any person interested in the proposed contract; and that all statements in said Bid are true.

_____
(Signature and Date)

Subscribed and sworn to before me

this_____ day of _____, 20__

My Commission expires _____, 20__

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

FORM OF AGREEMENT

THIS AGREEMENT, made this ____ day of _____ in the year Two Thousand _____(20) by and between:

_____

_____

_____

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name
[ ] A partnership
[ ] A Corporation

(Hereinafter called the Contractor)

AND

The Housing Authority of the City of Pittsburgh (hereinafter called the Authority)
200 Ross Street
Pittsburgh, PA 15219

WITNESSETH: That the Contractor and the Authority, for the consideration stated herein, mutually agree as follows:

ARTICLE 1, STATEMENT OF WORK

The Contractor shall provide all labor, materials and equipment, and services necessary to perform and complete all work required in accordance with Gerard Associates Arch drawings for Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46 _____ dated March 6, 2018 and Project Manual dated April 16, 2018 regarding:

CONTRACT NO. 600-12-18

and addenda thereto numbered _____, all as prepared by _____, which said specifications, drawings, and addenda are incorporated herein by reference and are a part hereof.

The work shall begin at the time stipulated in the NOTICE TO PROCEED and in no event exceeding 180 consecutive calendar days from notice to proceed.

ARTICLE 2, THE CONTRACT PRICE

The Authority shall pay the contractor for the performance of the Contract in current fund, subject to additions and deductions as provided in the specifications.

_____ ($_____)

ARTICLE 3, CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

a. This Agreement
b. Project Manual (including all component parts) dated April 16, 2018.
c. Project Drawings issued by Gerard Associates Arch dated March 6, 2018.

This Agreement, together with the other documents enumerated in this Article 3 which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3, shall govern, except as subsequent parts may establish more specific criteria or language in which case these criteria and language shall govern. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-12-18 this contract shall be binding on both parties.

_____ _____
(Printed or Typed Name) *(Printed or Typed Name)*

Witness *Principal*

{ {

_____ _____
(Signature and Date) *(Signature and Date)*

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-12-18 this contract shall be binding on both parties.

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness { _____ *(Signature and Date)*	*Partner** { _____ *(Signature and Date)*
_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness { _____ *(Signature and Date)*	*Partner** { _____ *(Signature and Date)*

* If the Bidder is a partnership, the Form of Agreement must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-12-18 this contract shall be binding on both parties.

(CORPORATE SEAL)

_____
(Corporate Name)

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness {	*President* *V.P.*** {
_____ *(Signature and Date)*	_____ *(Signature and Date)*
_____ *(Corporate Title)*	_____ *(Corporate Title)*

** If the bidder is a corporation, the Form of Agreement must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the **Secretary/Assistant Secretary** of the Corporation named a Bidder herein; that

(Circle one)

_____ who signed this Bid on behalf of the

Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Secretary

Attest

{

_____
(Signature and Date)

Kim Detrick, Contracting Officer

Principal

{

_____
(Signature and Date)

Darrell Davis, Chief Development Officer

Approved as to Contents and Costs

{

_____
(Signature and Date)

Associate Counsel

Approved as to Form

{

_____
(Signature and Date)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

CONTRACTING OFFICER CERTIFICATION

I _____certify that I am the Recording Secretary of the Housing Authority of the City of Pittsburgh; that _____, who signed this Contract on behalf of the Housing Authority, was then Contracting Officer of said Authority; that the said Contract was duly signed for and on behalf of the Housing Authority of the City of Pittsburgh.

_____ (SEAL)
Secretary

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND IN FAVOR OF THE AUTHORITY CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and
(Insert name and address of contractor exactly as it appears on Form of Agreement)

_____, as Sureties, are held and firmly bound unto the **Housing Authority of the City of Pittsburgh**, its certain attorney, successors, or assigns (the Obligee, hereinafter called the "Authority") in the penal sum of

_____Dollars ($_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal heretofore has submitted to the said Authority a certain bid, dated

_____, 20_____ (the "Bid"), for construction of
(Insert date of bid)

_____
(Insert name of project exactly as it appears on Form of Agreement)
pursuant to specifications, drawings and other related documents constituting the Invitation for Bids (the "IFB"); and

WHEREAS, the said Authority is a "Contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (8 P.S. 191-202) (the "Act"); and

WHEREAS, the Act, in Section 3 (a), requires that, before an award shall be made to the Principal shall furnish this Bond to the said Authority, with this Bond to become binding upon the award of a Contract to the Principal by the said Authority in accordance with the Bid; and

WHEREAS, it also is a condition of the IFB that this Bond shall be furnished by the Principal to the said Authority; and

WHEREAS, Under the Invitation for Bids, it is provided, inter alia, that if the Principal shall furnish this Bond to the said Authority, and if the said Authority shall make an award to the Principal in accordance with the Bid, then the Principal and the said Authority shall enter into a contract with respect to performance of such work (the "Contract"), the Form of Agreement for which is set forth in the IFB.

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal shall faithfully perform the Contract on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Authority from any and all cost and damage which the said Authority may suffer by reason of the principal's failure to do so, and shall fully reimburse and repay the said Authority any and all outlay and expense which it incurs by reason of any such default, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

It is further understood and agreed that the principal shall guarantee for a period of one (1) year from completion date of the contract against defects in workmanship or materials in accordance with the terms of the Contract.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS
(2 required by Authority)

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness	*Principal*
{	{
_____ *(Signature and Date)*	_____ *(Signature and Date)*

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Partner**	
	{		{
	_____ *(Signature and Date)*		_____ *(Signature and Date)*
	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness		*Partner**	
	{		{
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

* If the Bidder is a partnership, the Bond must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE SEAL)

_____
(Corporate Name)

_____		_____	
(Printed or Typed Name)		*(Printed or Typed Name)*	
Witness		*President V.P.***	
{		{	
_____		_____	
(Signature and Date)		*(Signature and Date)*	
_____		_____	
(Corporate Title)		*(Corporate Title)*	

** If the bidder is a corporation, the Bond must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal below must be executed by the Secretary or Assistant Secretary.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
Secretary/Assistant Secretary of the Corporation named a Bidder herein; that
(Circle one)
_____ who signed this Bid on behalf of the

Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

SURETY SIGN HERE

(SURETY SEAL)

_____
(Printed or Typed Name)

_____
(Printed or Typed Name)

Attest
{
_____
(Signature and Date)

Surety ***
{
_____
(Signature and Date)

***Power of attorney must be attached to this Bid Bond.

The rate of premium charged is $_____ per thousand.
(To be filled in by Surety)

The total amount of premium charged is $_____
(To be filled in by Surety)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

PAYMENT BOND
(Labor and Materialmen's Bond)

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE AUTHORITY CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and
(Insert name and address of Contractor exactly as it appears on Form of Agreement)

_____, as Sureties, are held and firmly bound unto the **Housing Authority of the City of Pittsburgh**, its certain attorney, successors, or assigns (the Obligee, hereinafter called the "Authority") in the penal sum of

_____Dollars ($_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal heretofore has submitted to the said Obligee a certain bid, dated

_____, 20_____ (the "Bid"), for construction of
(Insert date of bid)

_____
(Insert name of project exactly as it appears on Form of Agreement)
pursuant to specifications, drawings and other related documents constituting the Invitation for Bids (the "IFB"); and

WHEREAS, the said Authority is a "Contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (8 P.S. 191-202) (the "Act"); and

WHEREAS, the Act, in Section 3 (a), requires that, before an award shall be made to the Principal shall furnish this Bond to the said Authority, with this Bond to become binding upon the award of a Contract to the Principal by the said Authority in accordance with the Bid; and

WHEREAS, it also is a condition of the IFB that this Bond shall be furnished by the Principal to the said Authority; and

WHEREAS, Under the Invitation for Bids, it is provided, inter alia, that if the Principal shall furnish this Bond to the said Authority, and if the said Authority shall make an award to the Principal in accordance with the Bid, then the Principal and the said Authority shall enter into a contract with respect to performance of such work (the "Contract"), the Form of Agreement for which is set forth in the IFB.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said principal and of such subcontractors shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment or services enter into and become component parts of the work or improvement contemplated in said contract, or in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services or furnished materials or machinery, shall have direct right of action against the principal and surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract is more than one State, then in any such State). Insofar as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituting such action and any or all other persons having claims hereunder, and any other person having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the complete performance of said contract and final settlement thereof.

(d) As used herein: The term "person" refers to any individual, firm or corporation who have furnished materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract or in any amendment or extension of or addition to said Contract, who is an agent, servant or employee of the principal, or of any subcontractor, or of any assignee of said principal or of any subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal, or any sub-contractor, or any assignee of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS
(2 required by Authority)

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

_____	_____
(Printed or Typed Name)	*(Printed or Typed Name)*
Witness	*Principal*
{	{
_____	_____
(Signature and Date)	*(Signature and Date)*

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

_____	_____
(Printed or Typed Name)	*(Printed or Typed Name)*
Witness	*Partner**
{	{
_____	_____
(Signature and Date)	*(Signature and Date)*
_____	_____
(Printed or Typed Name)	*(Printed or Typed Name)*
Witness	*Partner**
{	{
_____	_____
(Signature and Date)	*(Signature and Date)*

* If the Bidder is a partnership, the Bond must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE SEAL)

_____
(Corporate Name)

_____ *(Printed or Typed Name)*			_____ *(Printed or Typed Name)*
Witness	{	*President V.P.***	{
_____ *(Signature and Date)*			_____ *(Signature and Date)*
_____ *(Corporate Title)*			_____ *(Corporate Title)*

** If the bidder is a corporation, the Bond must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the **Secretary/Assistant Secretary** of the Corporation named a Bidder herein; that *(Circle one)* _____ who signed this Bid on behalf of the Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

SURETY SIGN HERE

(SURETY SEAL)

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Attest	{	*Surety*	{
	_____ *(Signature and Date)*		_____ *(Signature and Date)*

The rate of premium charged is $_____ per thousand.
(To be filled in by Surety)

The total amount of premium charged is $_____
(To be filled in by Surety)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).
The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.
Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.
The information requested does not lend itself to confidentiality.
HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(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, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

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

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
(2) Protect the lives, health, and safety of other persons;
(3) Prevent damage to property, materials, supplies, and equipment; and,
(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
(1) The Contractor's failure to conform to contract requirements; or
(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
(1) Obtain all warranties that would be given in normal commercial practice;
(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within 180 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.
(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than 45 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____
Name:

_____
Title:

_____
Date:

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

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

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

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

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

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

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

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $_____ $ 300.00 _____ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

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

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

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

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ 1MILLION [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 $ 1MILLION [Contracting Officer insert amount] per occurrence.

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

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

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

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

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this dause.

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

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

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

41. Interest of Members of Congress

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

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

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

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

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

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

(a) Minimum Wages.

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

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

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

Housing Authority of the City of Pittsburgh

Development & Modernization
100 Ross Street, Suite 200
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP Contract No. 600-12-18

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

If HUD 5370 applies:

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-EZ applies:

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-C applies:

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Date: _____ Signature: _____
Contracting Officer

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_____
Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____

Title: _____

THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Carrick Regency Interior Renovations (Community Room & Hallway Renovations), AMP-46

HACP Contract No. 600-12-18

WAGE DETERMINATION SCHEDULE

The construction covered by this contract is subject to the requirements of Clause 47 **Labor Standards - Davis-Bacon and Related Acts** of the General Conditions of the Contract for Construction. In accordance with 47 (a)(1) the wage determination of the Secretary of Labor is attached.

General Decision Number: PA180001 03/16/2018 PA1

Superseded General Decision Number: PA20170001

State: Pennsylvania

Construction Type: Building

County: Allegheny County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (does not include residential construction consisting of single family homes and apartmennts up to and including 4 stories) EXCLUDING SEWAGE AND TREATMENT PLANT PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/09/2018
3	03/16/2018

ASBE0002-001 08/01/2017

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems	$ 39.76	24.17

BOIL0154-001 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 40.90	27.27

BRPA0009-029 12/01/2017

	Rates	Fringes

BRICKLAYER	$ 31.69	21.27

BRPA0009-060 12/01/2017

	Rates	Fringes
MASON - STONE	$ 32.66	20.56

BRPA0009-061 12/01/2017

	Rates	Fringes
TILE SETTER	$ 30.75	18.38

CARP0142-001 06/01/2017

	Rates	Fringes
Carpenter/Lather	$ 33.01	16.45

CARP1759-001 06/01/2017

	Rates	Fringes
FLOOR LAYER: Carpet	$ 33.01	16.45

CARP2235-001 06/01/2017

	Rates	Fringes
MILLWRIGHT	$ 39.83	18.62

CARP2235-007 01/01/2018

	Rates	Fringes
PILEDRIVERMAN	$ 33.55	18.55

* ELEC0005-007 12/23/2017

	Rates	Fringes
ELECTRICIAN	$ 39.76	25.43

ELEC0126-006 05/29/2017

	Rates	Fringes
Line Construction:		
Groundmen	$ 27.14	28.25%+11.00
Lineman	$ 45.24	28.25%+11.00
Truck Driver	$ 29.41	28.25%+11.00
Winch Truck Operator	$ 31.67	28.25%+11.00

ELEV0006-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC	$ 47.22	32.645+A+B

FOOTNOTE: A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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* ENGI0066-001 06/12/2017

	Rates	Fringes
Power equipment operators:		
CLASS 1	$ 34.49	20.15
CLASS 2	$ 29.58	20.15
CLASS 3	$ 27.25	20.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

CLASS I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180' and 360' swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane**, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types)(when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core)(Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer - Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer Saw, Welder (repairman), Whirley

* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional $.50 per hour for each 50-foot increment of additional boom and/or jib length)

** Rough Terrain Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an Additional $.50 per hour for each 50-foot increment of additional boom and/or jib length)

Note: An additional $1.25 per hour (not counting boom pay) shall be paid for any crane (excluding overhead cranes) rated 100 ton or over.

CLASS II

Ballast Regulator, Boat (material or personnel)(powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Gunite Machine, or Sand Blaster), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane,

Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple)(power driven), Ladavator, Mortar Mixer, Mulching Machine, Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power used), Roller/Compactor (Dirt), Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Skid Steer Loader (or similar), Slab Lifting Machine (hydraulic), Soil Stabilizer (pump type), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch)(when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

CLASS III

Brakeman, Deck Hand, Helicopter Signalman, Oiler*, Elevator (Alterations & Remodeling Commercial Buildings),

*Oilers on Truck Cranes: less than 50 ton shall receive $.10 over the Class III base rate; 50 ton up to 100 ton rated capacity shall be paid an additional $.25 per hour over the Class III base rate; 100 ton and over shall be paid an additional $1.00 per hour over the Class III base rate.

General Note: Hazardous Material Sites Level C & D receive $1.00 per hour premium for all classifications and Levels A & B receive $2.50 premium for all classifications

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IRON0003-002 06/01/2017

	Rates	Fringes
IRONWORKER	$ 33.54	29.87

LABO0613-002 01/01/2016

	Rates	Fringes
Laborers:		
GROUP 1	$ 22.22	14.60
GROUP 2	$ 22.37	14.60
GROUP 3	$ 22.50	14.60
GROUP 4	$ 22.97	14.60

LABORERS CLASSIFICATIONS

GROUP 1: COMMON LABORER - Building laborer; Brick removal for alterations; Carryable pumps; West brick buggy or similar; Walk behind forklift or similar (non self-propelled); Stripper and mover of forms; Toolroom man; all material conveyors (regardless of power used, including starting and stopping); Pouring of mortar or aggregate into blocks of voids

GROUP 2: SKILLED LABORER - West brick buggy or similar (self

propelled); Power wheelbarrows and buggies; walk behind forklift or similar (self-propelled); Drill runner; All operators of compacting equipment; Pipe layer; Burner; Jackhammer man - concrete buster; Vibrator operator; Clay spade and/or similar; Gunnite nozzleman; Blaster; Concrete saw operator; Hod carrier; Scaffold builder; Air track operator; Bell and Bottom Man on furnace and stacks; Grout machine feeder and pump operator; Gunnite machine operator or similar; Gunnite machine potman or similar; Mortar Mixer; Mortar mixer machine (regardless of power used, including starting and stopping); Wagon drill operator; Laser cleaner; Lancer

GROUP 3: Asbestos removal or abatement laborer

GROUP 4: Toxic or Hazardous waste handling laborer

LABO0952-004 07/01/2015

	Rates	Fringes
Landscaping		
GROUP 1	$ 18.50	13.30
GROUP 2	$ 18.92	13.30
GROUP 3	$ 19.22	13.30

LANDSCAPING CLASSIFICATIONS

GROUP 1: Landscape laborer to include general landscaping work and the driving of trucks for the distribution of materials on the job site but not to include trucks used to transport supplies to the job

GROUP 2: Skilled Landscape Laborer to plant all types of trees and shrubs without direct supervision.

GROUP 3 - Landscape tractor operator to operate small industrial rubber tire tractor equipped with front end loader and backhoe attachment or a skid loader with landscape attachments used for the sole purpose of landscape work including soil spreading, unloading and loading of materials and such other landscaping work but not for heavy and highway construction work

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PAIN0057-003 06/01/2017

	Rates	Fringes
PAINTER		
Brush & Roller	$ 27.50	18.43

PAIN0057-005 06/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 27.80	18.75

PAIN0751-001 09/01/2017

	Rates	Fringes

GLAZIER	$ 28.00	22.36

PLAS0031-014 06/01/2015

	Rates	Fringes
PLASTERER	$ 27.97	14.26

PLAS0526-007 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 29.52	18.39

PLUM0027-002 06/01/2017

	Rates	Fringes
PLUMBER	$ 39.20	21.27

PLUM0449-001 06/01/2017

	Rates	Fringes
PIPEFITTER	$ 39.35	20.97

ROOF0037-001 06/01/2017

	Rates	Fringes
ROOFER	$ 31.00	15.17

SFPA0542-001 07/01/2017

	Rates	Fringes
SPRINKLER FITTER	$ 37.17	19.52

SHEE0012-002 07/01/2017

	Rates	Fringes
SHEET METAL WORKER	$ 33.70	27.21

TEAM0040-002 01/01/2017

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 28.10	17.42
GROUP 2	$ 28.24	17.50
GROUP 3	$ 28.71	17.80

FOOTNOTES:

A. Hazardous/toxic waste material/work level A & B receive additional $2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive $1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman

GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)

GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloder, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

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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 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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on

a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: PA180001 02/09/2018 PA1

Superseded General Decision Number: PA20170001

State: Pennsylvania

Construction Type: Building

County: Allegheny County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (does not include residential construction consisting of single family homes and apartmennts up to and including 4 stories) EXCLUDING SEWAGE AND TREATMENT PLANT PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/09/2018

ASBE0002-001 08/01/2017

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems	$ 39.76	24.17

BOIL0154-001 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 40.90	27.27

BRPA0009-029 12/01/2017

	Rates	Fringes
BRICKLAYER	$ 31.69	21.27

BRPA0009-060 12/01/2017

	Rates	Fringes
MASON - STONE	$ 32.66	20.56

BRPA0009-061 12/01/2017

	Rates	Fringes
TILE SETTER	$ 30.75	18.38

CARP0142-001 06/01/2017

	Rates	Fringes
Carpenter/Lather	$ 33.01	16.45

CARP1759-001 06/01/2017

	Rates	Fringes
FLOOR LAYER: Carpet	$ 33.01	16.45

CARP2235-001 06/01/2017

	Rates	Fringes
MILLWRIGHT	$ 39.83	18.62

* CARP2235-007 01/01/2018

	Rates	Fringes
PILEDRIVERMAN	$ 33.55	18.55

ELEC0005-007 12/23/2017

	Rates	Fringes
ELECTRICIAN	$ 39.76	25.13

ELEC0126-006 05/29/2017

	Rates	Fringes
Line Construction:		
Groundmen	$ 27.14	28.25%+11.00
Lineman	$ 45.24	28.25%+11.00
Truck Driver	$ 29.41	28.25%+11.00
Winch Truck Operator	$ 31.67	28.25%+11.00

ELEV0006-001 01/01/2018

	Rates	Fringes

ELEVATOR MECHANIC.....$ 47.22 32.645+A+B

FOOTNOTE: A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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* ENGI0066-001 06/12/2017

	Rates	Fringes
Power equipment operators:		
CLASS 1	$ 34.49	20.15
CLASS 2	$ 29.58	20.15
CLASS 3	$ 27.25	20.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

CLASS I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180' and 360' swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane**, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types)(when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core)(Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer - Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer Saw, Welder (repairman), Whirley

* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional $.50 per hour for each 50-foot increment of additional boom and/or jib length)

** Rough Terrain Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an Additional $.50 per hour for each 50-foot increment of additional boom and/or jib length)

Note: An additional $1.25 per hour (not counting boom pay)

shall be paid for any crane (excluding overhead cranes) rated 100 ton or over.

CLASS II

Ballast Regulator, Boat (material or personnel)(powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Gunite Machine, or Sand Blaster), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane, Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple)(power driven), Ladavator, Mortar Mixer, Mulching Machine, Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power used), Roller/Compactor (Dirt), Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Skid Steer Loader (or similar), Slab Lifting Machine (hydraulic), Soil Stabilizer (pump type), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch)(when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

CLASS III

Brakeman, Deck Hand, Helicopter Signalman, Oiler*, Elevator (Alterations & Remodeling Commercial Buildings),

* Oilers on Truck Cranes: less than 50 ton shall receive $.10 over the Class III base rate; 50 ton up to 100 ton rated capacity shall be paid an additional $.25 per hour over the Class III base rate; 100 ton and over shall be paid an additional $1.00 per hour over the Class III base rate.

General Note: Hazardous Material Sites Level C & D receive $1.00 per hour premium for all classifications and Levels A & B receive $2.50 premium for all classifications

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IRON0003-002 06/01/2017

	Rates	Fringes
IRONWORKER	$ 33.54	29.87

LABO0613-002 01/01/2016

	Rates	Fringes
Laborers:		
GROUP 1	$ 22.22	14.60
GROUP 2	$ 22.37	14.60
GROUP 3	$ 22.50	14.60
GROUP 4	$ 22.97	14.60

LABORERS CLASSIFICATIONS

GROUP 1: COMMON LABORER - Building laborer; Brick removal for alterations; Carryable pumps; West brick buggy or similar; Walk behind forklift or similar (non self-propelled); Stripper and mover of forms; Toolroom man; all material conveyors (regardless of power used, including starting and stopping); Pouring of mortar or aggregate into blocks of voids

GROUP 2: SKILLED LABORER - West brick buggy or similar (self propelled); Power wheelbarrows and buggies; walk behind forklift or similar (self-propelled); Drill runner; All operators of compacting equipment; Pipe layer; Burner; Jackhammer man - concrete buster; Vibrator operator; Clay spade and/or similar; Gunnite nozzleman; Blaster; Concrete saw operator; Hod carrier; Scaffold builder; Air track operator; Bell and Bottom Man on furnace and stacks; Grout machine feeder and pump operator; Gunnite machine operator or similar; Gunnite machine potman or similar; Mortar Mixer; Mortar mixer machine (regardless of power used, including starting and stopping); Wagon drill operator; Laser cleaner; Lancer

GROUP 3: Asbestos removal or abatement laborer

GROUP 4: Toxic or Hazardous waste handling laborer

LABO0952-004 07/01/2015

	Rates	Fringes
Landscaping		
GROUP 1	$ 18.50	13.30
GROUP 2	$ 18.92	13.30
GROUP 3	$ 19.22	13.30

LANDSCAPING CLASSIFICATIONS

GROUP 1: Landscape laborer to include general landscaping work and the driving of trucks for the distribution of materials on the job site but not to include trucks used to transport supplies to the job

GROUP 2: Skilled Landscape Laborer to plant all types of trees and shrubs without direct supervision.

GROUP 3 - Landscape tractor operator to operate small industrial rubber tire tractor equipped with front end loader and backhoe attachment or a skid loader with landscape attachments used for the sole purpose of landscape work including soil spreading, unloading and loading of materials and such other landscaping work but not for heavy and highway construction work

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PAIN0057-003 06/01/2017

	Rates	Fringes

PAINTER
Brush & Roller.....$ 27.50 18.43

PAIN0057-005 06/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 27.80	18.75

PAIN0751-001 09/01/2017

	Rates	Fringes
GLAZIER.....	$ 28.00	22.36

PLAS0031-014 06/01/2015

	Rates	Fringes
PLASTERER.....	$ 27.97	14.26

PLAS0526-007 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 29.52	18.39

PLUM0027-002 06/01/2017

	Rates	Fringes
PLUMBER.....	$ 39.20	21.27

PLUM0449-001 06/01/2017

	Rates	Fringes
PIPEFITTER.....	$ 39.35	20.97

ROOF0037-001 06/01/2017

	Rates	Fringes
ROOFER.....	$ 31.00	15.17

SFPA0542-001 07/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	$ 37.17	19.52

SHEE0012-002 07/01/2017

	Rates	Fringes
SHEET METAL WORKER.....	$ 33.70	27.21

TEAM0040-002 01/01/2017

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 28.10	17.42
GROUP 2	$ 28.24	17.50
GROUP 3	$ 28.71	17.80

FOOTNOTES:

A. Hazardous/toxic waste material/work level A & B receive additional $2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive $1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman

GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)

GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloder, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

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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 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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
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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:

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U.S. Department of Labor
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Washington, DC 20210

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

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END OF GENERAL DECISION

PART 4: TECHNICAL SPECIFICATIONS

Carrick Regency Interior Renovations
(Community Room & Hallway Renovations),
AMP-46

IFB CONTRACT NO. 600-12-18

SPECIFICATIONS MANUAL FOR INTERIOR UPGRADES

CARRICK REGENCY HIGH RISE

2129 BROWNSVILLE ROAD
PITTSBURGH, PENNSYLVANIA 15210

Housing Authority of the City of Pittsburgh
Task Order #50

March 6, 2018

GERARD
ASSOCIATES ARCHITECTS

410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1532

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section Includes

1. Project information.
2. Work covered by Contract Documents
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.

B. Related Requirements:

1. Section 015000 “Temporary Facilities and Controls” for limitations and procedures governing temporary use of HACP’s Facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Housing Authority of the City of Pittsburgh, Interior Upgrades at the Carrick Regency High Rise, Task Order No. 50.

1. Project Location: 2129 Brownsville Road, Pittsburgh, Pennsylvania 15210.

B. Owner: (HACP) Housing Authority of the City of Pittsburgh, 100 Ross Street, 2nd Floor, Pittsburgh, Pennsylvania 15219.

1. HACP Contact: Dee Bonner, Project Manager

C. Architect: Gerard Associates Architects, L.L.C., 445 Fort Pitt Boulevard, Suite 410, Pittsburgh, Pennsylvania 15219.

1. Representative: Dawn Danyo DiMedio, A.I.A., LEED AP BD+C
Vincent Trevino, Project Documentation

D. Contractor: To be determined.

E. Construction Manager / HACP's Representative: There will be no construction management for this contract.

1. Construction Manager will be engaged for this Project to serve as an advisor to HACP and to provide assistance in administering the Contract for Construction between HACP and each Prime Contractor, according to a separate contract between HACP and Construction Manager.

F. Project Web Site: Not applicable to this project.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The Scope of Work Area includes but is not limited to selective demolition and construction on the interior and exterior of the existing Carrick Regency High Rise. The building shall be fully occupied throughout the course of demolition and construction. The project shall be bid as Multiple Prime.

2. General Prime Contractor: The Scope of Work includes but shall not be limited to the installation of new flooring, limited base, interior painting and cabinetry.

3. Electrical Prime Contractor: The Scope of Work includes but shall not be limited to the limited wiring and installation of new fixtures; power wiring as necessary for new receptacles.

4. Mechanical Prime Contractor: No mechanical work.

5. Plumbing Prime Contractor: The Scope of Work includes installation of a single kitchen sink.

6. All associated fees for permit and inspections required to complete the scope of work described above.

B. Type of Contract:

1. Project will be constructed under a multi-prime contract, General Prime, Electrical Prime and Plumbing Prime.

1.5 PHASED CONSTRUCTION AND OCCUPANT DISRUPTION

A. The Work shall be conducted in a single phase and will be required to be coordinated and sequenced by the General Prime Contractor.

1. General Prime Contractor is responsible for the Construction Schedule; Occupant Disruption Schedule, (DCPOD Schedule), coordination with all Contractors and disciplines and providing an update on a weekly bases during the Construction Phase. All Contractors and disciplines are required to coordinate and provide detailed Construction Schedules, for their disciplines scope of work, to the General Prime Contractor, to be incorporated into the comprehensive schedule. All milestones and occupancy disruptions shall be identified within the schedule

and shall be provided at least 1 week prior to occupant disruptions, to allow HACP's Representative to coordinate with occupants.

a. General Phasing and Occupant Disruption Schedule Milestones to be minimally identified: Start and End dates of specific scope of work milestones, occupant milestones, substantially complete milestones, ready for occupancy milestones and other associated milestones for approval from HACP and the Architect minimally for the Site, Building, each Elevation, each Public Area, each Employee Occupied Area, Roofs and all Interior Scope of Work. Schedules to be inclusive of all required Occupant Disruption and Displacement time frames for each scope of work Weekly and Daily. Listing all types of disruption. IE: Noise, Light, Odors, Displacement of Occupant, etc.

2. General Prime Contractor to Schedule a Demolition and Construction Phase Occupant Disruption Meeting within 7 calendar days of receiving the Notice to Proceed.

3. Demolition and Construction Phasing Occupant Disruption Schedule (DCPOD Schedule) shall be provided by each Contractor/Discipline to the General Prime Contractor within 14 calendar days from Notice to Proceed.

4. General Prime Contractor is to provide the initial DCPOD Schedule within 28 calendar days after the Notice to Proceed.

5. Phases can include multiple areas of scope of work simultaneously.

6. No Demolition or Construction shall start until the DCPOD Schedule has been provided and approved by HACP's Representative to Proceed.

B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.6 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of Project site to work zones delineated in General Prime Contractor's approved CDPOD Plan and Schedule. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Continue construction operations to HACP approved limits of work per construction plan.
2. HACP Occupancy: Allow for HACP resident and employee occupancy of Project site.
3. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to HACP, HACP's employees and emergency vehicles at all times. Each Prime Contractor will be responsible for providing offsite parking, and offsite storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations and minimize space and time requirements for materials and equipment onsite.

C. Condition of Existing Building: Maintain existing building in a weather-tight condition throughout all phases of the demolition and construction period. Repair damage caused by construction operations. Protect building and its occupants at all times during construction period.

1.7 COORDINATION WITH OCCUPANTS

A. Full HACP Resident and Employee Occupancy: HACP employees and residents will occupy the site and existing building during entire construction period. Cooperate with Construction Manager/HACP Representative during construction operations to minimize conflicts and facilitate HACP usage. Perform the Work so as not to interfere with HACP's day to day operations and to have minimal daily disruption to each apartment resident. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors or other occupied or used facilities without written permission from HACP and approval of authorities having jurisdiction.
2. Notify HACP not less than 120 hours in advance of activities that will affect HACP's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: HACP reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of furniture and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to HACP acceptance of the completed Work.

2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited HACP occupancy.

3. Before limited HACP occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, HACP will operate and maintain mechanical and electrical systems serving occupied portions of the Work.

4. On occupancy, HACP will assume responsibility for maintenance and custodial service for occupied portions of Work.

C. Access to Occupied Building and Occupied Areas of the Building during Construction: HACP shall require access to occupied buildings and occupied areas of the building during the entire construction period. The Contractor shall provide temporary access and cooperate with HACP and HACP's contractors to provide access for the duration of the Work. Any temporary entrances shall be accessible as determined by UFAS standards and meet HACP's requirements for secure access to the buildings.

1. General Prime Contractor (G.C.) shall provide:

    a. Demolition to accommodate temporary entrances and the reinstallation or replacement in like kind of materials removed or damage during the work.
    b. Temporary Security Door and Frame:
        1) Door to be insulated hollow metal painted lack to match existing frame, with half wire glass for security. Door to be UFAS compliant.
        2) Frame to be hollow metal.
    c. Wall area adjacent to opening to be in filled. Interior – drywall, exterior with material to maintain building weather tightness.
    d. Any ramp and landing required to provide temporary access to the entrance area shall be removed without visible signs or have areas replaced in kind.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated or directed by Contracting Officer in writing.

1. Weekend Hours: Only upon receipt of written approval from Contracting Officer in writing.
2. Early Morning Hours: None without prior approval of Contracting Officer in writing.
3. Hours for Utility Shutdowns: None without prior approval of Contracting Officer in writing.
4. Hours for noisy activity: 8:00 a.m. to 5:00 p.m.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by HACP or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify HACP's Representative and Architect not less than 7 calendar days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions <u>without HACP's written permission</u>.
3. Interruptions shall be scheduled such that current tenants are not without service for more than 2 hours.
4. Schedule interruptions such that the minimum numbers of units are without heat or water at any given time.

D. Noise, Vibration and Odors: Coordinate operations that may result in high levels of noise and vibration, odors other disruption to HACP occupancy with HACP.

1. Notify HACP Representative not less than two days in advance of proposed disruptive operations.
2. <u>Obtain HACP's written permission before proceeding with disruptive operations</u>.

E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8M) of entrances, operable windows, or outdoor-air intakes.

F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with HACP's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with HACP's Representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

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

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall", "shall be", or "shall comply with", depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specification Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011200 – MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.

B. Specific requirements for work of each contract are also indicated in individual Specification Sections and on Drawings.

C. Related Sections:

1. Division 01 Section “Summary” for the Work covered by the Contract Documents, restrictions on use of the Project site, phased construction, coordination with occupants, and work restrictions, and continual fire protection systems.
2. Division 01 Section “General Conditions Responsibility Matrix” for division of responsibilities for the work.
3. Division 01 Section “Project Management and Coordination” for general coordination requirements.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

1.4 PROJECT COORDINATION

A. General Construction Contractor shall be responsible for coordination between the General Construction Contract, HVAC Contract, Electrical Contract and hazardous remediation and Owner’s telecommunication and security departments.

1.5 COORDINATION ACTIVITIES

A. Refer to “General Conditions Responsibility Matrix” that describes ownership of each of the following coordination activities, but are not limited to the following:

1. Provide overall coordination of the Work.
2. Coordinate shared access to workspaces.
3. Coordinate product selections for compatibility.
4. Provide overall coordination of temporary facilities and controls.
5. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
6. Coordinate construction and operations of the Work with work performed by each Contract and Owner's construction forces.
7. Prepare coordination drawings in collaboration with each contractor to coordinate work by more than one contract.
8. Coordinate sequencing and scheduling of the Work. Include the following:
    a. Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with all contractors and Owner's Representative for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
    b. Prepare a combined Contractors' construction schedule for entire Project. Base schedule on preliminary construction schedule. Secure time commitments for performing critical construction activities from contractors. Show activities of each contract on a separate sheet. Prepare a simplified summary sheet indicating combined construction activities of contracts.
        1) Submit schedules for approval
        2) Distribute copies of approved schedules to contractors.
9. Provide quality-assurance and quality-control services specified in Division 01 Section "Quality Requirements".
10. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
11. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
12. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
13. Coordinate cutting and patching.
14. Coordinate protection of the Work.
15. Coordinate firestopping.
16. Coordinate completion of interrelated punch list items.
17. Coordinate preparation of Project record documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
18. Print and submit record documents if installations by more than one contractor are indicated on the same contract drawing or shop drawing.
19. Collect record specification sections from contractors, collate Sections into numeric order, and submit complete set.
20. Coordinate preparation of operation and maintenance manuals if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
21. Coordinate the waste disposal plan for the project to include all communications with sub-contractors.
22. Verify provision of waste management facilities, to divert as much waste as possible from landfill and provide training to other prime contractors.
    a. Evaluate facilities in enough time prior to removal from the site to ensure load complies with requirements or to require responsible prime to remove inappropriate items.

b. Allow each prime a minimum of half a working day to correct incorrect disposal of waste items.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency allowances.
2. Quantity allowances.

C. Related Requirements:

1, Section 012200 “Unit Prices” for procedures for using unit prices.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect’s request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or deliver slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 QUALITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials selected by HACP and Architect under allowance and shall include taxes, freight, and delivery to Project site.

B. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to HACP, after installation has been completed and accepted.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. None.

END OF SECTION 012100

SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Section 012100 “Allowances” for coordination with Unit Prices.
2. Section 012600 “Contract Modification Procedures” for procedures for submitting and handling Change Orders.
3. Section 014000 “Quality Requirements” for general testing and inspecting requirements.

1.3 DEFINITIONS

A. Unit price is an amount proposed by bidders as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. HACP reserves the right to reject Contractor’s measurement of work-in-place that involves use of established unit prices and to have this work measured, at HACP’s expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012200

SECTION 012500 – SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 016000 “Product Requirements” for requirements for submitting “equal” product submittals for products by listed manufacturers.
2. Divisions 02 through 27 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or HACP that are not required in order to meet other Project requirements but may offer advantage to Contractor or HACP.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Identify product, fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles. E-mail all pertinent information to HACP Representative and Architect for approval, minimum 5 work days prior to bid due date. No substitution will be entertained after the construction contracts are issued.

1. Substitution Request Form: No substitution form required.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by HACP and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work Specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

1.5 ARCHITECT'S ACTION

A. Substitution: If necessary, Architect will request additional information or documentation for evaluation. Architect will notify Contractor of acceptance or rejection of proposed substitution within 5 days of receipt of request.
   a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.6 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.7 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work o the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Requested substitution provides sustainable design characteristics that specified product provided.
c. Substitution request is fully documented and properly submitted.
d. Requested substitution will not adversely affect Contractor's construction schedule.
e. Requested substitution has received necessary approvals of authorities having jurisdiction.
f. Requested substitution is compatible with other portions of the Work.
g. Requested substitution has been coordinated with other portions of the Work.
h. Requested substitution provides specified warranty.
i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed unless otherwise indicated.
C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers HACP a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities HACP must assume. HACP's additional responsibilities may include compensation to Architect for redesign ad evaluation services, increased cost of other construction by HACP, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.

c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Requested substitution provides sustainable design characteristics that specified product provided.
e. Substitution request is fully documented and properly submitted.
f. Requested substitution will not adversely affect Contractor's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.
h. Requested substitution is compatible with other portions of the Work.
i. Requested substitution has been coordinated with other portions of the Work.
j. Requested substitution provides specified warranty.
k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION - (NOT USED)

END OF SECTION 012500

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 “Substitution Procedures” for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. HACP’s General Conditions for Construction Contracts – Public Housing Programs govern supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change to the HACP’s Contracting Officer.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times,

and activity relationship. Use available total float before requesting an extension of the Contract Time.

e. Include all required by HACP's General Conditions for Construction Contracts – Public Housing Programs to the Contracting Officer.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for information (RFI) to HACP's Contracting Officer. That answer will determine the next steps, which may or may not include B1-B5.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Include all required by HACP's General Conditions for Construction Contracts - Public Housing Programs to the Contracting Officer.

1.5 ADMINISTRATIVE CHANGE ORDERS.

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances. There are no Allowances stipulated for this Contract.

B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work. There are no Unit Prices stipulated for this Contract.

1.6 CHANGE ORDER PROCEDURES

A. On HACP's Contacting Officer's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of HACP and Contractor on appropriate HUD forms.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Work Change Directive: On HACP's Contracting Officer's approval, Architect may issue a Construction Work Change Directive on appropriate HUD forms. Construction Work

Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 – Payment Procedures

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 012100 “Allowances” for procedural requirements governing the handling and processing of allowances. There are no Allowances stipulated for this Contract.
2. Section 012200 “Unit Prices” for administrative requirements governing the use of unit prices. There are no Unit Prices stipulated for this Contract.
3. Section 012600 “Contract Modification Procedures” for administrative procedures for handling changes to the Contract.
4. Section 013200 “Construction Progress Documentation” for administrative requirements governing the preparation and submittal of the Contractor’s construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to Various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor’s construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor’s construction schedule.

2. Submit the schedule of values to Architect through Construction Manager/HACP's Representative at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.
4. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values coordinated with each element.
5. Sub-schedules for Separate Design Contracts: Where HACP has retained design professionals under separate contracts who will each provide certification of payment requests, provide sub-schedules showing values coordinated with the scope of each design services contract as described in Section 011000 "Summary".

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Name of Architect.
    c. Architect's project number.
    d. HACP's Project number.
    e. Contractor's name and address.
    f. Date of submittal.

2. Arrange schedule of values consistent with format of appropriate HUD forms. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of the Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

        1) Labor
        2) Materials.
        3) Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of Contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate HACP payments or deposits, if any, and balance to be paid by Contractor.
9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager/HACP's Representative and reviewed and paid upon approval of HACP's Contracting Officer.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Applicati0n for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between HACP and Each Prime Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Submit Application for Payment to Project Manager/HACP's Representative by the 21st day of the month, unless indicated otherwise. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Construction Manager/HACP's Representative and the Architect.

D. Application for Payment Forms: Use forms provided by HACP for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Application will be returned without action if incomplete.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to HACP, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Construction Manager/HACP's Representative and Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction to retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. HACP reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to HACP.

I. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion on an item, submit conditional final or full waivers.
3. HACP reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or proceeded by conditional final waivers from every entity involved with performance of the Work covered by the application, which is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to HACP.

J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
5. Products list (preliminary if not final).
6. Schedule of unit prices.
7. Submittal schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits.
11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
12. Initial progress report.
13. Report of preconstruction conference.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire HACP's insurance.

K. Interim application for Payment: Administrative actions and submittals that are scheduled at regular intervals to coincide with Application submission.

1. Updated Schedule of Values.
2. Schedule of salvaged, refurbished and reused materials.
3. Schedule of recycled product content.
4. Schedule of regional material compliance.
5. Schedule of certified wood products used on the project.

L. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for HACP occupancy of designated portions of the Work.

M. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Use appropriate HUD or approved HACP form for, “Contractor’s Affidavit of Payment of Debts and Claims”.
5. Use appropriate HUD or approved HACP form, “Contractor’s Affidavit of Release of Liens”.
6. AIA Document G707 or approved HACP form, “Consent of Surety to Final Payment”.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when HACP took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Contractor shall participate in coordination requirements for all work proceeding on site, not just work included in this contract. Certain areas of responsibility are assigned to a specific contractor.

C. Reference to “Contractor” on the drawings and the specifications shall refer to the each separate Prime Contractor, unless noted otherwise, with coordination responsibilities specified within this Section.

D. Related Requirements:

1. Section 011200 “Multiple Contract Summary” for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
2. Section 013200 “Construction Progress Documentation” for preparing and submitting Contractor’s construction schedule.
3. Section 017300 “Execution” for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Section 017700 “Closeout Procedures” for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: The contractors shall coordinate their construction operations with those of the HACP's Contractors and Construction Manager/HACP's Representative and entities to ensure efficient and orderly installation of each part of the Work and the work by other HACP's Contractors.

B. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service and repair of all components, including mechanical and electrical.
5. Maintain safe access to all existing areas of Bedford HOPE Center.
6. Coordinate access to Bedford HOPE Center that will be concurrently under construction with other contractors.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for HACP and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of administrative procedures with construction activities and activities of other contractors to ensure orderly progress of the Work. Activities include:

1. Preparation of Contractors' construction schedule.
2. Preparation of Contractors' Demolition and Construction Phasing Occupant Disruption Schedule (DCPOD).
3. Preparation of the schedule of values.
4. Preparation of the submittal schedule.
5. Installation and removal of temporary facilities and controls.
6. Delivery and processing of submittals.
7. Progress meetings.
8. Pre-installation conferences.
9. Project closeout activities.
10. Startup and adjustment of systems.
11. Project closeout activities.
12. All RFI's logged and coordinated through General Construction contractor.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

    a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    b. Locate existing utilities that enter the building.
    c. Locate existing Building Automation System (BAS) lines that enter the building.
    d. Indicate required installation sequences.
    e. Indicate functional and spatial relationships for components of systems.
    f. Show location and size of access doors required for access to concealed controls.
    g. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 11 by 17 inches bout no larger than 30 by 42 inches.
3. Submit Digitally to Architect through General Contractor's project web site: PDF electronic files.
4. After return from Architect, mark up and provide one printed copy to be located in trailer as a Project Record Drawing, and provide HACP with five printed copies.
5. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version and operating system as original Drawings.
2. File Preparation Format: DWG, Version 2013, operating in Microsoft Windows operating system.
3. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
4. Architect will furnish the Contractor one set of digital data files of Drawings for use in preparing coordination digital data files. Refer to associated fees.

    a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    b. Refer to "Division 01 Section Summary for requirements for using Architect's digital files.
    c. Digital Data Software Program: Drawings are available in Autodesk AutoCAD 2013 DWG format.

C. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone

numbers, including home and office telephone numbers. Provide names, addresses and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, on Project Website and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

A. General: Construction Manager/HACP's Representative will schedule and conduct meetings and conferences at Project site. Prepare the meeting agenda. Distribute agenda, record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including HACP and Architect, within three days of the meeting.

B. Preconstruction Conference: Construction Manager/HACP's Representative will schedule and conduct a preconstruction conference before starting construction, at a time convenient to HACP and Architect, but no later than 7 days after execution of the Agreement. Hold the conference at Project site. Conduct the meeting to review responsibilities and personnel assignments.

C. Progress Meetings: Construction Manager/HACP's Representative will Schedule and conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of HACP, Architect and Construction Manager/HACP's Representative, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Review schedule for next period.
    b. Cutting and Patching: Review requirements for cutting and patching work for each prime contract. Assign responsibility for each prime contractor to identify prime contract. Assign responsibility for each prime contractor to identify areas requiring

cutting for the general to execute. Periodic meetings shall be held until the requirement for cutting and patching has been satisfied. Cutting and patching for all prime contractors shall be performed by the General Construction Contractor based upon locations as identified by the Prime Contractors.

3. Minutes: The Architect will record the meeting minutes.
4. Reporting: The Architect will distribute the meeting minutes to each party present and to parties who should have been present, via email in digital format with-in 3 days of the meetings date.

D. Pre-installation Conference: Conduct a pr-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Construction manager of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Review of mockups.
    i. Possible conflicts.
    j. Compatibility problems.
    k. Time schedules.
    l. Weather limitations.
    m. Manufacturer’s written recommendations.
    n. Warranty requirements.
    o. Compatibility of materials.
    p. Acceptability of substrates.
    q. Temporary facilities and controls.
    r. Space and access limitations.
    s. Regulations of authorities having jurisdiction.
    t. Testing and inspecting requirements.
    u. Installation procedures.
    v. Coordination with other work.
    w. Required performance results.
    x. Protection of adjacent work.
    y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

E. Project Closeout Conference: Construction Manager/HACP's Representative will schedule and conduct a project closeout conference, at a time convenient to HACP and Architect, but no later than 10 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of HACP, Construction Manager/HACP's Representative, Architect and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

    a. Preparation of record documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Submittal of written warranties.
    d. Requirements for preparing sustainable design documentation.
    e. Requirements for preparing operations and maintenance data.
    f. Requirements for delivery of material samples, attic stock, and spare parts.
    g. Requirements for demonstration and training.
    h. Preparation of Contractor's punch list.
    i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    j. Submittal procedures.
    k. Coordination of separate contracts.
    l. HACP's partial occupancy requirements.
    m. Installation of HACP's furniture, fixtures and equipment.
    n. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

1.8 REQUESTS FOR INTERPRETATION (RFI's)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFI's shall originate with Contractor. RFI's submitted by entities other than Contractor will be returned with no response.

    a. RFI's should be submitted through the coordinating contractor.

2. Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Architect and Construction Manager/HACP's Representative.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

    a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies and attachments.

C. Format of RFI"s:

1. RFI's shall be submitted electronically via email on standard RFI form. Paper copies may be substituted in addition.
2. Identify each page of attachments with the RFI number and sequential page number.

D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFI's received after 1:00 p.m. will be considered as received the following work day.

1. The following RFI's will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.

f. Incomplete RFI's or RFI's with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures".

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager/HACP's Representative in writing within 7 days of receipt of the RFI response.

E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager/HACP's Representative within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFI's organized by the RFI number. RFI Log shall be submitted electronically via email. Submit log weekly. Use CSI Log Form 13.2B. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Construction Manager/HACP's Representative.
4. RFI number including RFI's that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's/HACP's Representative response was received.
8. Identification of related Minor Change in the Work. Construction Change Directive, and Proposal Request, as appropriate.

G. The Architect shall maintain the RFI Log between the Architect and Contractor. It is recommended that the Contractor maintain a separate RFI log with subcontractors.

1.9 PROJECT WEB SITE (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

Project Name: Carrick Regency High Rise

GAA Project Number: 1628

Date:

In accepting and using digital files, provided by Gerard Associates Architects, L.L.C. the undersigned recognizes and accepts that:

1. Gerard Associates Architects, L.L.C. is providing these digital files for the undersigned's sole convenience, and does not assume any responsibility for the accuracy or suitability of information contained therein for the use intended by the undersigned; and

2. The undersigned is fully and solely responsible to verify the accuracy of the digital files and the actual built conditions, as it may affect the undersigned's work; and

3. The digital files are an instrument of service of Gerard Associates Architects, L.L.C. who shall be deemed the author of the digital files and shall retain all common law, statutory and other reserved rights, including the copyright; and

4. Under no circumstances shall the transfer of the digital files, or other instruments of service for use by the undersigned be deemed to be a sale by Gerard Associates Architects, L.L.C. and Gerard Associates Architects, L.L.C. makes no warranties, express or implied, of merchantability or of fitness for a particular purpose; and

5. The digital files shall not be used in whole or part for any project or purpose, other than The Housing Authority of the City of Pittsburgh PA-1-02/Task Order #19 Renovations and Upgrades for Bedford Hope Center.

6. To the fullest extent permitted by law, the undersigned hereby indemnifies and holds harmless Gerard Associates Architects, L.L.C. and its officers, directors, employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of, relating to and resulting from use of any information provided by Gerard Associates Architects, L.L.C.

7. A service and administrative fee of $100 for each digital file is payable to Gerard Associates Architects, L.L.C. prior to transfer of the requested files.

The Undersigned:

Signature	Company Name (Print Clearly)
Name and Title (Print Clearly)	Date

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractors' Construction Schedule.
3. DCPOD: Contractors' Demolition and Construction Phasing Occupant Disruption Schedule.
4. Construction schedule updating reports.
5. Daily construction reports.
6. Material location reports.
7. Site condition reports.
8. Special reports.
9. Draft and final waste management plan.
10. Draft and final construction-indoor air quality management plan.

B. Related Requirements:

A. Section 013100 "Project Management and Coordination" for report and schedule formats and inclusion of project web site in document management.
B. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 PURPOSE

A. The Construction Progress Schedule ('CPS") shall be utilized to track job progress, analyze potential delays, identify potential progress problems early, determine the project completion date, issue progress payments, determine validity of time extension requests, and complete cost projections and analysis.

1.4 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

C. CPM: Critical path method, which is method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either HACP or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

H. Submittal Packages: A group of submittals packaged together for submission and approval by Architect and consultants. Refer to Division 01 Section “Submittal Procedures”.

I. Mandatory Project Schedule and Submittals Meeting: This is a meeting prior to the Pre-construction Job conference.

1.5 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Startup Construction Schedule.

1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. “Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor’s Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

E. DCPOD: Initial schedule integrated with Contractors’ Construction Schedule, of size required to display entire schedule for entire construction period. Submit a working electronic copy of schedule using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

F. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Reports: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date known.
3. Total Float Report: List of all activities sorted in ascending order of total float.

G. Field Condition Reports: Submit at time of discovery of differing conditions.

H. Special Reports: Submit at time of unusual event.

I. Qualification Data: For scheduling consultant.

1.6 FORMAT

A. The CPS shall be in time scale CPM Gantt Chart format.

B. The CPS shall provide graphical (horizontal bar chart) representation for each major portion of work or operation (Summary Tasks).

C. The CPS shall provide a graphical representation for each of the activities/tasks and events that will occur during the performance of the work.

D. The CPS shall show the complete sequence of construction by activity/task, with dates for beginning and completion of each element of construction.

E. Activities shall be listed in a logical, sequential order, and shall use proper precedence logic (Chronological/Sequential System),

F. Each activity shall have a predecessor and/or successor ties. The CPS shall show the interrelations/interdependencies of activities/tasks.

G. No onsite activity shall have, a duration of greater than ten (10) working days.

H. The Critical Path shall be clearly identified.

I. All CPS's, CPS revisions, preliminary submissions, and associated backup documentation shall be submitted in hard copy and electronic formats. Six (6) hard copies of each document shall be submitted to the Housing Authority, and one (1) hard copy of each document shall be submitted to the A/E.

J. Sheet Size: Minimum 8.5 x 14 inches.

1.7 CONTENTS

A. The CPS shall begin at the Notice to Proceed ("NTP") date. The initial CPS shall be based on the anticipated NTP date as provided by the Housing Authority.

B. The CPS shall identify each phase/stage of demolition, construction, occupancy/relocation, and other logically grouped activities (Summary Tasks).

C. The CPS shall set forth milestone dates and deadlines, including substantial completion of ALL work, i.e., the entire project.

D. The CPS shall identify all project constraints.

E. The CPS shall identify work for each building unit/apartment (unless authorization is obtained in writing from the Contracting Officer allowing the CPS to only identify work for each floor or building). Each task for each unit/apartment shall be identified on the CPS.

F. The CPS shall identify all Housing Authority, governmental and/or regulatory review periods.

G. CPS duration shall not exceed contractual construction period.

H. The CPS shall indicate submittal package submission dates for review and approval.

I. The CPS shall indicate decision dates for selection of finishes.

J. The CPS shall clearly identify order dates and lead times for all specified products, particularly long lead time items, items requiring fabrication, and major equipment.

K. The CPS shall indicate delivery dates for Housing Authority furnished products.

L. The contractor(s) shall coordinate the CPS content with the Schedule of Values (Schedule of Amounts). All progress payment amounts will be derived from, and tied to, the Schedule of Values and CPS; therefore all activities on the CPS shall be consistent with the information contained in the Schedule of Values.

1.8 SUBMITTALS AND APPROVALS

A. The Building Work Area – General Contractor is responsible for consolidating his work efforts of other Contractors for the Scope of Work into one realistic, aggressive CPS, and for submitting the CPS to the Housing Authority for approval.

1. General Prime Contractor will also be responsible for submitting to Electrical Prime Contractor that will be performing work on site, in a timely manner, to aid in their preparation of realistic, aggressive CPS and for submitting the CPS to the Housing Authority for approval.

B. Failure of any contractor to submit required information in a timely manner shall be a default in accordance with the terms of this contract.

C. If any contractor is found to be in default by the Contracting Officer for failure to submit schedule information in a timely manner, the Contracting Officer may terminate the Contractor's right to proceed with the schedule preparation and may elect to complete the contractor's schedule information in his stead, in which case the contractor will be bound by any approved CPS as if the schedule information was prepared/developed by the contractor's own personnel. The Contractor and its surety shall then be liable for any damage to the Housing Authority resulting from the contractor's failure to submit the schedule information within the specified time frame.

D. All CPS's submitted to the Contracting Officer for approval shall be dated and signed by a representative of all prime contractors involved in the project. The signatures shall represent an acknowledgement that all prime contractors are in agreement with the submitted schedule. The General contractor shall be responsible for obtaining all signatures.

E. Submittal of the initial CPS and subsequent updates/revisions for approval shall be understood to be the contractors' representation that the submitted CPS meets all of the conditions of the contract documents, accurately reflects work to be completed, and that the work will be executed in the sequence indicated on the submitted CPS.

F. In no event shall any adjustment proposed in a progress report of corrective plan constitute an adjustment in the CPS, contract time, or any milestone date unless any such adjustment is agreed to and authorized in writing by the Contracting Officer.

G. All contractors shall be aware that time is of the essence when submitting CPS information and when completing the Work in the timeframes established in the approved CPS.

1.9 INITIAL CPS SUBMITTAL AND APPROVAL

A. The General Construction Contractor shall submit at the Mandatory Project Schedule and Submittals Meeting the proposed CPS to the Construction Manager and HACP for review.

B. The proposed CPS shall not be saved as a baseline until written approval is received from the Contracting Officer. Upon approval, the General Contractor shall be responsible for saving the baseline schedule, and monitoring and maintaining the CPS.

C. The Contracting Officer shall review the initial CPS submission, (and any required resubmission), and respond with comments, recommendations, requests, or acceptance within five (5) working days of receipt.

D. If the proposed CPS is not accepted by the Contracting Officer, the CPS shall be revised by the contractor(s) in accordance with the comments, recommendations, requests, or acceptance within three (3) working days of receipt of said comments, recommendations, or requests. The contractor shall be required to make the changes as directed by the Contracting Officer to arrive at a reasonable, realistic and acceptable CPS.

E. The NTP will not be issued and the project shall not begin without a CPS approved in writing by the Contracting Officer. The NTP will be issued within five (5) working days of written CPS approval provided all required back up documentation is received by the Housing Authority in the timeframe required in the contract.

F. Upon acceptance by the Contracting Officer of the proposed CPS, the accepted schedule shall be deemed the “Construction Project Schedule” and will be considered part of the contract.

G. The Housing Authority’s approval or acceptance of the CPS shall not impose on the Housing Authority any responsibility for the CPS, for timely submittals of complete and project-conforming shop drawings, for work sequencing, scheduling milestones, or progress of the work, nor shall acceptance interfere with or relieve the Contractor from the contractor’s full responsibility to complete all work in accordance with the contract. Contractors are solely responsible for the development and performance of the means, methods, and execution of performance reflected in the CPS.

H. A separate submittal schedule shall be submitted along with the initial CPS. The submittal schedule shall include and identify dates for shop drawing submittal and approval, product data, and samples including Housing Authority furnished products. The submittal schedule must include dates reviewed submittals will be required from the Housing Authority. Contractors are required to relate submittal tasks to construction activities/tasks. The submittal schedule may be incorporated into the CPS provided written authorization is obtained from the Contracting Officer.

I. The General Contractor shall keep the submittal schedule current. The submittal schedule shall be coordinated with the CPS, and shall allow for reasonable time for Housing Authority submittal review as documented in the contract.

1.10 MONTLY UPDATED CPS SUBMITTAL AND APPROVAL

A. A Preliminary updated CPS and all associated backup documentation shall be submitted by the General Contractor for review along with the “pencil copy” of the application for payment. The preliminary updated CPS should be submitted to the Housing Authority and the A/E no later than three (3) working days before the pay application progress meeting, with the site walk occurring no later than one (1) working day before the pay application progress meeting.

B. Backup documentation shall include a narrative discussion of the progress to date, forecasted work for next period, problem areas, and anticipated delays. If applicable, the narrative shall document schedule slippage, provide a detailed explanation concerning the reason(s) for the slippage, how each prime contractor is affected, and shall include a written recovery plan for getting the project back on schedule. The written recovery plan shall include any necessary overtime or additional labor and what steps are being taken to recover the original schedule, and/or what logic changes occurred and why said changes occurred. The plan shall indicate the date by which the progress of the work will comply with the current approved CPS.

C. The preliminary updated CPS and the pencil copy of the application for payment shall be reviewed by all contractors, Housing Authority representative(s), and the A/E during the site walk meeting.

D. The General Prime Contractor shall make any revisions as noted during the site walk meeting, and shall submit the formal/finalized updated CPS and all associated backup documentation along with the finalized monthly application for payment at the pay application progress meeting.

E. The formal/finalized updated CPS and associated backup documentation shall be considered part of the application for payment submission. Failure to submit an accurate updated CPS and all associated backup documentation with the application for payment will be cause for rejection of the application for payment.

1.11 CRITICAL PATH, LOGIC, OR TASK CHANGES CPS UPDATE SUBMITTAL

A. The General Prime Contractor shall immediately submit a revised CPS and a written recovery/corrective action plan to the Contracting Officer any time a critical path item is three (3) working days behind the current approved CPS, if a non-critical activity becomes critical, or if there are changes in schedule logic and /or tasks.

B. The Contracting Officer shall review the updated CPS submission and respond with comments, recommendations, requests, or acceptance within three (3) working days of receipt.

C. If the revised/updated CPS is not accepted by the Contracting Officer, the schedule shall be revised by the contractor(s) in accordance with the comments, recommendations, or requests of the Contracting Officer and resubmitted for acceptance within five (5) working days of receipt of said comments, recommendations, or requests.

D. The contractor(s) shall be required to make the changes as directed by the Contracting Officer to arrive at a reasonable, realistic, and acceptable CPS.

1.12 CHANGE ORDER OR DIRECTED WORK CPS SUBMITTALS.

A. Any contractor submitting a Request for Change Order ("RFCO") shall submit as backup documentation along with said RFCO a proposed CPS outlining how the change would impact the current approved CPS. The proposed CPS shall show in detail the work involved in the proposed change, how the proposed change will be incorporated into the current approved CPS, and the impact on other work caused by the adjustment to the current approved CPS.

B. Within three (3) working days of receipt of any executed change order(s), change directive, or proceed order that affects the CPS, the contractor to whom the change order, directive, or proceed order was issued shall submit to the General Contractor a proposed revised CPS. The General Contractor shall then incorporate the changes into the current approved schedule and within three (3) working days of receipt of the proposed revised CPS from the contractor to whom the change order, directive, or proceed order was issued, issue a proposed CPS to the Contracting Officer for review and approval.

C. Along with the proposed CPS, the General Contractor shall submit a written narrative outlining the change and how it affects the current, approved CPS.

D. The Contracting Officer shall review the proposed CPS submission and respond with comments, recommendations, requests, or acceptance within three (3) working days of receipt.

E. If the proposed CPS is not accepted by the Contracting Officer, the proposed CPS shall be revised by the contractor(s) in accordance with the comments, recommendations, or requests of the Contracting Officer and resubmitted for acceptance within three (3) working days of receipt of said comments, recommendations or requests,

F. The contractor(s) shall be required to make the changes as directed by the Contracting Officer to arrive at a reasonable, realistic, and acceptable CPS.

1.13 AS-BUILT CPS SUBMITTAL

A. As a condition precedent to the release of final retention, the last update of the CPS submitted shall be identified by the General Contractor as the "As-Built" CPS. The As-Built CPS shall reflect the exact manner in which the project was actually constructed (including actual start and finish dates, activities, sequences, and logic), and shall be certified in writing by all contractors as being a true reflection of the way the project was actually constructed. The As-Built CPS shall be submitted with final close-out documents.

1.14 REVISIONS TO CONSTRUCTION PROGRESS SCHEDULES

A. All revised CPS's should be saved with the project # and revision # clearly noted.

B. The lead contractor shall be responsible for updating/revising the current approved CPS.

C. All revised/updated CPS's shall include but not be limited to the following information.

1. Actual and baseline construction start and finish dates.
2. Actual and baseline procurement start and finish dates.
3. Graphical representation of the baseline and actual task start and finish dates.
4. Logic revisions – any revised sequences.
5. Added or changed work, including change order work and RFIU submittals that affect the work.
6. Activity duration projections/revisions.
7. Activity percent complete – actual percent complete of each activity not based on cost.
8. Current events that affect construction progress – adverse weather, strikes, differing site conditions.

1.15 TIME EXTENSIONS AND DELAY CLAIMS

A. Time extensions will only be granted for delays that will demonstratively delay the contractual project completion date as of the date of the delay and are authorized by executed change orders from the Contracting Officer. Please note that the delay MUST affect the contract completion date at the time of the delay.

B. Contractors may not request additional compensation and/or time from the Housing Authority unless the cause of any delay is attributable to the act or failure to act of the Housing Authority or its representative, or to other causes beyond the contractors control for which time extensions are available per the contract.

1.16 DISTRIBUTION

A. The General Contractor shall distribute all reviewed and approved CPS's to all project participants within one (1) working day of approval by the Contracting Officer.

B. The General Contractor shall keep a copy of all approved (past and current) CPS's on the project site at all times.

PART 2 – PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the work. Comply with the following:

1. Activity Duration: Define Activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication and delivery.
3. Submittal Review Time: Include review and re-submittal times indicated in Section 013300 “Submittal Procedures” in schedule. Coordinate submittal review times in Contractor’s construction schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date establishing for Substantial Completion, and allow time for Architect’s administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by HACP.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 “Summary”. Deliver dates indicated stipulate the earliest possible delivery date.
5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 “Summary”. Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:
    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    a. Structural completion.
    b. Permanent space enclosure.
    c. Completion of mechanical installation.
    d. Completion of electrical installation.
    e. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Section - 012900 “Payment Procedures” for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes and equipment required to achieve compliance, and date by which recovery will be accomplished.

H, Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1, Use Microsoft Project, for Windows XP operating system.
2. Compatible with project Web site software.

2.2 STARTUP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for commencement of the Work.

B. Preparation: Indicate each significant construction activity separately, Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: HACP may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractors' Construction Schedule Updating: At two week intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

C. Contractors' Demolition and Construction Phasing Occupant Disruption schedule (DCPOD): At weekly intervals, update DCPOD to reflect actual construction occupant disruptive activities and durations of activities for the following week. Issue schedule one week before each regularly scheduled progress meeting to allow time for HACP Representative and On Site Manager to coordinate and approve. Close coordination which is required to minimize disruption to occupants and Contractors' are not to proceed without approval.

D. Distribution: Distribute copies of approved schedule to Architect, HACP, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in the performance of construction activities.

END OF SECTION 013200

SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Pre-construction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Related Requirements:

1. Section 012200 “Unit Prices” for procedures for unit prices for extra photographs.
2. Section 013300 “Submittal Procedures” for submitting photographic documentation.
3. Section 017700 “Closeout Procedures” for submitting photographic documentation as project record documents at Project closeout.
4. Section 017900 “Demonstration and Training” for submitting video recordings of demonstration of equipment and training of HACP’s personnel.
5. Section 024119 “Selective Structure Demolition” for photographic documentation before selective demolition operations commence.

1.3 ALLOWANCES: (Not Used)

1.4 UNIT PRICES (Not Used)

1.5 INFORMATION SUBMITTALS

A. Qualification Data: For photographer.

B. Digital Photographs: Submit image files weekly via email to HACP and Architect.

1. Digital Camera: Minimum sensor resolution of 16 megapixels.
2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped.

1.6 QUALITY ASSURANCE (Not Used)

1.7 USAGE RIGHTS

A. HACP reserves all rights for unlimited reproduction of photographic documentation.

PART 2 – PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 16 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Contractor representative who is familiar with the project progress and critical items in scope of work.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

D. Pre-construction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect and HACP.

1. Take 20 photographs to show existing conditions adjacent to property before starting Work.
2. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

E. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

G. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for Submission as project record documents. Architect will inform photographer of desired vantage points.

1. Do not include date stamp.

END OF SECTION 013233

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples and other submittals.

B. Related Requirements:

1. Section 012900 “Payment Procedures” for submitting Applications for Payment and the schedule of values.
2. Section 013200 “Construction Progress Documentation” for submitting schedules and reports, including Contractor’s construction schedule.
3. Section 017823 “Operation and Maintenance Data” for submitting operation and maintenance manuals.
4. Section 017839 “Project Record Documents” for submitting record Drawings, record Specifications and record Product Data.
5. Section 017900 “Demonstration and Training” for submitting video recordings of demonstration of equipment and training of HACP”s personnel.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect’s responsive action.

B. Informational Submittals: Written information does not require Architect’s responsive action. Submittals may be rejected for not complying with requirements.

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution- independent fixed-layout document format.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor’s use in preparing submittals.

1. E-mail all submittals as PDF file attachments to HACP Representative and Architect for review.

a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
b. No hardcopies of the submittal is required unless specifically requested by the Architect or HACP representative.

2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 1 Section “Construction Progress Documentation” for list of submittals and time requirements for scheduled performance of related construction activities.

1, Submittals shall be “packaged” together by the due date they are needed by.

a. Contractor shall allow time for resubmission of items.
b. Contractor shall prioritize submissions with-in packages.

2. Submittal Packages shall be submitted at time indicated on the agreed upon schedule.

D. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence in Architect’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Re-submittal Review: Allow 7 days for review of each re-submittal.

4. Sequential Review: Where sequential review of submittals by Architect's Consultants, HACP or other parties is indicated, allow 21 days for initial review of each submittal.
   a. Sequential review shall be required for Submittals specified in the HVAC and Electrical disciplines.

E. Identification: Place a permanent label or title block on each submittal for identification.

1, Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Architect.
   d. Name and address if Contractor.
   e. Name and address of subcontractor.
   f. Name and address of supplier.
   g. Name of manufacturer.
   h. Submittal number or other unique identifier, including revision identifier.
      1) Submittal number shall use Specification Section number followed by a decimal point and than a sequential number (e.g., 061000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
   i. Number and title of appropriate Specification Section.
   j. Drawing number and detail references, as appropriate.
   k. Location(s) where product is to be installed, as appropriate.
   l. Other necessary identification.

F. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to Architect in addition to specified number of copies to concurrent reviewer.
2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

H. Electronic Submittal Delivery

1. Submittals shall be processed and delivered electronically via E-mail and PDF file attachments. Comments and sketches by the Architect shall be delivered to the Contractor electronically via E-mail and PDF file attachments.
2. The following types of submittals included in, but not limited to, the list below shall be delivered to the architect electronically:
   a. Product Data.
   b. Certifications.
   c. Test Data.
   d. Schedules.

e. Calculations.
f. Mix Designs.
g. Warranty Information

3. All submittals which are 11" x 17" or smaller shall be delivered electronically via E-mail and PDF file attachment. The Contractor shall contact the Architect regarding delivery method for submittals larger than 11" x 17"
4. Shop Drawings may be delivered via E-mail and PDF file attachment. The Shop Drawings shall be packaged to assist the electronic review process on a computer screen. This includes keeping the number of pages to a minimum. Shop Drawings shall be broken down into 20 page increments and issued under separate submittal numbers.
5. All samples and color selections shall be delivered by mail or courier to the Architect for review. Samples and color selection shall not be reviewed electronically. See separate section of specifications for quantities and sample selection process. The Architect shall return review comments via web-based software.

I. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:
   a. Project name.
   b. Date.
   c. Destination To:
   d. Source (From:).
   e. Names of subcontractor, manufacturer, and supplier.
   f. Category and type of submittal.
   g. Submittal purpose and description.
   h. Specification Section number and title according to specifications.
   i. Drawing number and detail references, as appropriate.
   j. Transmittal number, numbered consecutively.
   k. Submittal and transmittal distribution record.
   l. Remarks.
   m. Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

J. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked "No Exception Taken".

K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

L. Use for Construction: Use only final submittals with mark indicating “No Exception Taken” taken by Architect.

M. Submittal Logs: The Architect shall maintain the submittal log between the Architect and Contractor. It is recommended that the Contractor maintain a submittal log with subcontractors.

1.5 CONTRACTOR’S USE OF ARCHITECT’S CAD FILES

A. General: At Contractor’s written request, copies of Architect’s CAD files will be provided to Contractor for Contractor’s use in connection with Project, subject to the following conditions:

1. The Architect will provide electronic files for a fee. Drawings or Electronic media requested by the Contractor on the Drawings/Electronic Media Request Form, as provided by the Architect can be purchased upon completion of the “Release for Use of Electronic Drawing Media” form, also available from the Architect. Fees associated with a request are limited to administrative expenses incurred in satisfying a request and are set at $100 per file request.

PART 2 - PRODUCTS

2.1 SUBMITTAL SCHEDULE

A. Contractor must submit to the Architect for review a submittal schedule that is included as part of the construction schedule. The specific requests for review of product data; shop drawings for product and systems must be identified with critical timing requirements, both for submission and review.

1. Contractor to submit a draft to Architect for agreement with required approval dates with submission time and submission packages.
2. Architect will review for items that will require earlier than scheduled review to meet required approval dates.
3. Submittals shall be “packaged” together by the due date the contractor will need approval by in order to timely order material.
   a. Contractor shall allow time for resubmission of rejected items.
   b. Contractor shall prioritize submissions with-in packages.
4. Submittal Packages shall be submitted at time indicated on the agreed upon schedule.
5. See Division 1 Section “Construction Progress Schedules” for additional requirements.

B. Timing of submittals will adhere to the submitted agreed upon schedule.

1. Contractor will prioritize groups of submittals together in packages as defined in the contract for review and approval by architects and consulting engineers.
2. Contractor shall schedule the submission packages the Architect, return due times, and critical Lead times on the construction schedule. To aid the Architect in staffing large volume of submittals for review.
   a. Contractor shall allow sufficient time for resubmission for items that may be rejected.
   b. The submittal packages and schedule shall be evaluated and items that have longer review times as determined by HACP, or Architect shall be submitted in an earlier package by the contractor.

2.2 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Wiring diagrams showing factory-installed wiring.
   g. Printed performance curves.
   h. Operational range diagrams.
   i. Mill reports.
   j. Standard product operation and maintenance manuals.
   k. Compliance with specified referenced standards.
   l. Testing by recognized testing agency.
   m. Application of testing agency labels and seals
   n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.
   a. E-mail submittals as PDF file attachments to Architect for review. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
   b. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Identification of Products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shop work manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design Calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.

l. Notation of dimensions established by field measurement.
m. Relationship to adjoining construction clearly indicated.
n. Seal and signature of professional engineer, if specified.
o. Wiring Diagrams: Differentiate between manufacturer-installed and field installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
   a. E-mail shop drawings as PDF file attachments to Architect for review. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
   b. Mark up and retain one returned copy as a Project Record Document.
   c. Submit five copies where copies are required for operation and maintenance manuals.

D. Samples: Submit Samples for review of kind, color, pattern and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample Source
   d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as HACP's property, are the property of Contractor.
4. Samples for initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches, showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set, provide HACP Representative with on Sample set and return one set as a Project Record Sample.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation and other similar characteristics are to be demonstrated.

2) If variation in color, pattern, texture or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of pared units that show approximate limits of variations.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
   a. E-mail information as PDF file attachment to Architect for review. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
   b. Mark up and retain one returned copy as a Project Record Document.
   c. Submit five copies where copies are required to operation and maintenance manuals.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation".

G. Submittals Schedule: Comply with requirements of this section and those specified in Division 1 Section "Construction Progress Documentation".

H. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures".

I. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures".

J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return copies.
   a. Mark up and retain one returned copy as a Project Record Document.

2.3 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit informational Submittals required by other Specification Sections.
   1. Number of Copies:
      a. E-mail submittals as PDF file attachment to Architect for review. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
      b. Mark up and retain one returned copy as a Project Record Document.
      c. Submit five copies where copies are required for operation and maintenance manuals. Certificates and Certifications: Provide a notarized statement that includes signature of

entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

2. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements".

B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination".

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

F. Manufacturer's Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

K. Schedule of Tests and inspections: Comply with requirements specified in Division 1 Section "Quality Requirements".

L. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation

of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section “Operation and Maintenance Data”.

O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

P. Manufacturer’s Instructions: Prepare written or published information that documents manufacturer’s recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

Q. Manufacturer’s Field Reports: Prepare written information documenting factory-authorized service representative’s tests and inspections. Include the following, as applicable:

1. Name address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement weather conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

S. Material Safety Data Sheets (MSDS’s): Do not submit information directly to HACP or Architect.

1. Architect will not review submittals that include MSDS’s and will return the entire submittal for resubmittal.

2.4 DELEGATED-DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. "No Exception Taken": Proceed with work covered by submittal provided it complies with requirements of Contract Documents; final acceptance will depend upon that compliance.
2. "Make Corrections Noted": Proceed with work covered by submittal provided it complies with notations or corrections on submittal and requirements of Contract Documents; final acceptance will depend on that compliance.
3. "Revise and Resubmit": Do not proceed with work covered by submittal, including purchasing, fabrication, delivery or other activity. Revise and/or prepare a new submittal in accordance with notations, and resubmit without delay. Repeat this procedure, if necessary, to obtain a different action mark. Do not use submittals marked "Revise and Resubmit" at Project site, or elsewhere where work is in progress.
4. "Not Acceptable": Work covered by this submittal is completely unacceptable. Prepare new submittal and submit without delay.

5. "Subject to Action by Architect's Consultant": Work covered by this submittal has been reviewed by the Architect but must also be reviewed by Architect's consultant before work covered by submittal can be purchased, fabricated, delivered, or used on this project.

B. Informational Submittals: Architect will review each submittal and will return it with appropriate comments. Architect will forward each submittal to appropriate party.

C. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.

D. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 014000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and control services required by Architect, HACP, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mock-ups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter”. It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

F. Experienced: When used with an entity or individual, “experienced” means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plan, sections, and elevations, indicating materials and size of mockup construction.

1, Indicate manufacturer and model number of individual components.
2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 SUBMITTALS

A. Qualification Data: For testing agencies specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

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

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Install Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated or this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. "Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: a nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   e. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

A. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections are the Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by HACP, unless agreed to in writing by HACP.
2, Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not require by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures".

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-sit-tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections and similar quality control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to HACP, Architect, testing agencies and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking and similar services, repair damaged construction and restore substrates and finishes.

1. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching".

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 PROJECT CONDITIONS

A. This Section is not intended to limit types and amounts of temporary construction facilities and controls required. Omission from this Section will not be accepted as an application that such temporary activity is not required for successful completion of the work and compliance with requirements of the Contract Documents.

B. Provide and maintain each temporary construction facility and control when required for proper performance of the work. Terminate and remove when no longer needed or when permanent facilities, with proper authorization, are available for use.

C, Obtain and pay for all required applications, fees, permits and inspections required for temporary construction facilities and controls.

D. Install, operate, maintain and protect temporary construction facilities and controls in a manner and at locations which are safe, non-hazardous, sanitary and adequately protect project work, workmen and the public.

E. The building will be occupied during construction. Provide temporary barriers to restrict access to the area(s) of construction for the health, safety and welfare of the Occupants and other members of the Public, to only those individuals that need for access to the area to complete the Work. Temporary barriers shall be required to coordinate with the Demolition and Construction Phasing and Occupant Disruption Schedule, provided by the General Prime Contractor, updated on a weekly bases and as approved by HACP. Access to individual apartment units on a daily bases is required. Maintain means of egress at all times.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

A. Provide and maintain all temporary facilities off-site in compliance with governing rules, regulations, codes, ordinances and laws of agencies and utility companies having jurisdiction over work involved in project.

B. Be responsible for all temporary work provided and obtain any necessary permits and inspections for such work.

C. Confine equipment, storage of materials, and operation of workmen to the limits indicated or directed and shall abide by law, ordinances, conditions stated in permits and directions of the Construction Manager/HACP's Representative.

D. Do not interfere with normal use of roads in vicinity of project site, except as absolutely necessary to execute required work, and then only after proper arrangements have been made with authorities having jurisdiction, including permits, approvals and temporary traffic control as applicable.

1.4 TEMPORARY FIELD OFFICES AND TRAILERS

A. Due to the scope and size of the project, as well as the lack of available space on site, the bidding contractors are not required to provide temporary field offices and trailers. No available area inside the existing HOPE Center will be provided for the contractors' use.

1.5 TEMPORARY SANITARY FACILITIES

A. No facilities are available on site. General Prime Contractor to provide temporary portable toilet(s), acceptable to public health authorities, as required to service the project for the use of all construction personnel on site, including personnel from other prime contracts. Maintain in a clean, sanitary condition; provide all supplies. Locate as directed by Construction Manager/HACP's Representative within secure construction area.

1.6 TEMPORARY LIGHT AND POWER

A. Temporary use of on-site electrical power for construction shall be made available for use.

1.7 CONSTRUCTION AIDS

A. Shoring and Bracing: Provide all shoring and bracing required for safety and proper execution of their work. Remove these items when the work is completed

B. Barriers: Provide protective barriers and fencing as required to protect the public from demolition operations, including demolition preparation work, and construction activities for the duration of the Work.

a. Provide and maintain OSHA approved barriers where required by OSHA.

C. First Aid Facilities: Provide a minimum of one (1) 16-unit first-aid kit (or equivalent) for each 25 persons (or fraction thereof) on the worksite.

1.8 WATCHMAN SERVICE

A. If Contractor considers watchman services necessary or desirable for protection of their own interest, such services may be employed at their own complete expense.

1.9 SAFETY

A. Safety requirements shall be in accordance with the General Conditions.

B. Provide and maintain guard lights at all barricades, railings, obstructions in the roadways or sidewalks.

C. Strict attention and full adherence must be given the Williams-Steiger Occupational Safety and Health Act of 1970, U.S. Department of Labor.

1.10 TEMPORARY SIGNS

A. Temporary Signs: Provide as required to adequately direct traffic, personnel and the public regarding the project.

1.11 STREETS AND TRAFFIC

A. Cleaning and Repair

1. Contractors shall remove mud and spillage from public walks, streets and sewers without delay. Failure to clean areas promptly will result in areas being cleaned by HACP at the responsible Contractor's expense.
2. Damage to roads or other facilities on the grounds, resulting from hauling, storage of materials, or other activities in connection with the work shall be repaired or replaced, at no expense to HACP, by the Contractor causing the damage. Repairs or replacements shall be made to the satisfaction of the Construction Manager/HACP's Representative and the Architect.

B. Traffic

1. Notify City of Pittsburgh Police Department at least two (2) weeks in advance of any anticipated work affecting traffic flow.
    a. To assure maintenance of flow and to safeguard all parties involved in planning to maintain flow, a field inspection should be made jointly by the Construction Manager/HACP's Representative, the Architect and Contractor personnel before performing any work which would interrupt normal traffic patterns.
    b. Re-routing of traffic shall be planned, as to route and direction, in cooperation with the City of Pittsburgh Police Department.

1.12 PARKING

A. There are no on-site or assigned parking for employees of Contractors and subcontractors. Parking on streets or in restricted areas is prohibited. Specific parking plans will be discussed at the Pre-Construction Meeting.

1.13 USE CHARGES

A. General: Shall be as dictated by the General Conditions for Construction Contracts – Public Housing Programs and agreed upon between HACP and each Prime Contractor.

1.14 INFORMATIONAL SUBMITTALS

A. Off-Site Plans: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

D. Dust and HVAC Control Plan: Submit coordination drawing and narrative that indicates the dust and HVAC control measures proposed for use, proposed locations, and proposed time frame for their operation. Indentify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste handling procedures.
5. Other dust-control measures.

1.15 QUALITY ASSURANCE

A. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board’s ADA-ABA Accessibility Guidelines and ICC./ANSI A117.1.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch (3.8-mm) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high galvanized-steel pipe posts; minimum 2-3/8 inch (60-mm) OD line posts and 2-7/8 inch (73-mm) OD corner and pull posts, with 1-5/8 inch (42-mm) OD top rails.

B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.

C. Polyethylene Sheets: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.

D. Dust Control Adhesive Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).

E. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

F. Insulation: Un-faced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

G. Paint: Comply with requirements in Division 9 painting Sections.

2.2 TEMPORARY FACILITIES (Not Used)

2.3 EQUIPMENT

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

B. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities off-site in close proximity where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate temporary facilities to limit site disturbance and that minimize disruption of daily activities of HACP and residents.

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

3.2 TEMPORARY UTILITY INSTALLATION

A. Water Service: Use of HACP's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to HACP. At Substantial Completion, restore these facilities to condition existing before initial use.

1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

B. Sanitary Facilities: Prime General Contractor to provide temporary toilets, wash facilities, and drinking water for use of all construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

C. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

1. At all times during demolition and construction, HACP may request the contractor to provide temporary heating or insulating accommodations.

D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
   a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
   b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Contractors are required to continuously clean floor areas to keep areas not under demolition and construction clean.
4. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity and power characteristics required for construction operations.

1. Connect temporary service to HACP's existing power source, as directed by HACP.

G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide incombustible construction for temporary offices, shops and sheds located off-site of the occupied building and construction area. Comply with NFPA 241.
2. Maintain support facilities until Construction Manager/HACP's Representative schedules Substantial Completing inspection. Remove before Substantial Completion.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: See Section 1.12.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution".

E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

F. Existing Elevator Use: Use of HACP's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to HACP. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes and similar items of limited life.

1. Do not load elevators beyond their rated weight capacity.
2. Provide protective coverings, barriers, devices, signs other procedures to protect elevator car and entrance doors and frame. If despite such protection, elevators become damaged, engage elevator installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

G. Existing Stair Usage: Use of HACP's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to HACP. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

1. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
2. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
3. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Tree and Plant Protection: Provide measures to prevent damage to existing tree and plants.

E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

H. Temporary Partitions: Provide floor-to ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by HACP and Residents from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire –retardant-treated plywood on construction operations side.

2. Construct dustproof partitions with two layers of 3-mil polyethylene sheet on each side.. Cover floor with two layers of 3-mil polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood. This shall occur in the existing lobbies where adjacent to the units under construction.
3. Insulate partitions to control noise transmission to occupied areas.
4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
5. Provide walk-off mats at each entrance through temporary partition.

I. Existing exterior wall mural:

1. Protect temporary protection for existing exterior wall mural during cleaning of building and demolition and construction with materials and methods as required.

J. Temporary Fire Protection: Maintain existing fire-protection systems.

1. Smoking is prohibited on site and within construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Project stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers, but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

3.6 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. HACP reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 “Closeout Procedures”.

END OF SECTION 015000

SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and equal products.

B. Related Requirements:

1. Division 01 Section "Substitution Procedures" for requests and reviews of substitutions.
2. Division 01 through 26 for specific product requirements.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. "Equal" Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis of Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis of design product", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for purposes of evaluating "Equal" products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. "Equal" Product Requests: Submit request for consideration of each "Equal" product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "'Equal' Products" Article.
2. Include any previously submitted Substitution Requests whether for "during Bid phase" (form 012500.01) or "after Bid phase" (012500.02) with Architect's approval verification.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of an "Equal" product request. Architect will notify Contractor of approval or rejection of proposed "Equal" product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
   a. Form of Approval: As specified in Section 013300 "Submittal Procedures".
   b. Use product specified if Architect does not issue a decision on use of an "Equal" product request within time allocated.

B. Basis of Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures". Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selected but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to HACP.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for HACP.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, read for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures".

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. HACP reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term “as selected”, Architect will make selection.
5. Descriptive, performance, and referenced standard requirements in the Specifications establish salient characteristic of products.
6. Or Equal: For products specified by name and accompanied by the term “or equal”, or “or approved equal”, or “or approved”, comply with requirements in “Equal Products” Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

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

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

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 “Substitution Procedures” for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase “as selected by Architect from manufacturer’s full range” or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density or texture from manufacturer’s product line that includes both standard and premium items.

2.2 "EQUAL" PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for equal product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

A. Record Drawings: Maintain a set of prints of the Contract Drawings as record Drawings. Mark to show actual installation where installation varies from that shown originally.

1. Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

B. Operation and Maintenance Data: Submit one (1) copy of manual. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Include the following:

1. Manufacturer's operation and maintenance documentation.
2. Maintenance and service schedules.
3. Maintenance service contracts.
4. Emergency instructions.
5. Spare parts list.
6. Wiring diagrams.
7. Copies of warranties.

1.2 CLOSEOUT PROCEDURES

A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, maintenance service agreements, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Submit record Drawings, operation and maintenance manuals, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items.
7. Make final changeover of permanent locks and deliver keys to Owner.
8. Complete startup testing of systems.
9. Remove temporary facilities and controls.
10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

C. Request inspection for Final Completion, once the following are complete:

1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

D. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

E. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Verify compatibility with and suitability of substrates.
2. Examine roughing-in for mechanical and electrical systems.
3. Examine walls, floors, and roofs for suitable conditions.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.

D. Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.2 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks.

B. Engage a land surveyor to lay out the Work using accepted surveying practices.

3.3 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level.

1. Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections to form hairline joints.
2. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
3. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations.

C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

D. Use products, cleaners, and installation materials that are not considered hazardous.

E. Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place. Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed.

3.4 CUTTING AND PATCHING

A. Provide temporary support of work to be cut. Do not cut structural members without prior written approval of Architect.

B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will minimize evidence of patching and refinishing.
2. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.5 CLEANING

A. Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
3. Remove debris from concealed spaces before enclosing the space.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:

1. Remove labels that are not permanent.
2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
4. Vacuum carpeted surfaces and wax resilient flooring.
5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
6. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.6 DEMONSTRATION AND TRAINING

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:

1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.

END OF SECTION 017000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.
9. Correction of the Work.

B. Related Requirements:

1. Section 011000 “Summary” for limits on use of Project site.
2. Section 013300 “Submittal Procedures” for submitting surveys.
3. Section 017700 “Closeout Procedures” for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 “Selective Structure Demolition” for demolition and removal of selected portions of the building.
5. Section 078413 “Penetration Firestopping” for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 SUBMITTALS

A. Qualification Data: For professional engineer.

B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Products: List products to be used for patching and firms or entities that will perform patching work.
3. Dates: Indicate when cutting and patching will be performed.
4. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operational elements include the following:
    a. Primary operational systems and equipment.
    b. Fire separation assemblies.
    c. Air or smoke barriers.
    d. Fire-suppression systems.
    e. Mechanical systems piping and ducts.
    f. Control systems.
    g. Communication systems.
    h. Fire-detection and alarm systems.
    i. Conveying systems.
    j. Electrical wiring systems.
    k. Operating systems of special construction.
2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    a. Equipment supports.
    b. Piping, ductwork, vessels and equipment.
3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner

that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of utilities and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems, and other construction affecting the Work.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine walls, floors and roofs for suitable conditions where products and systems are to be installed.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.

3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect and Construction Manager/HACP's Representative when deviations from required lines and levels exceed allowable tolerances.

C. Building Lines and Levels: Locate and lay out control lines and levels for exterior wall systems against existing structures and floor levels.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts and wiring in finished areas unless otherwise indicate.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so o part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Exiting Warranties: Remove, replace, patch and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 “Summary”.

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/system are required to be removed, relocated or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer’s written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

H. Patching: Patch construction by filling, repairing, refinishing, closing up and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Floors and Walls: Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends the adjacent surfaces.
4. Ceilings: Patch, repair, existing drywall bulkheads and prepare and paint ceiling grids.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition and ensure thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty and similar materials from adjacent finished surfaces.

3.6 OWNER-INSTALLED PRODUCTS

A. Provide access to Project site for HACP’s construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by HACP's construction personnel.

1. Construction Schedule: Inform HACP of Contractor's preferred construction schedule for HACP's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify HACP if changes to schedule are required due to differences in actual construction progress.
2. Pre-installation Conferences: Include HACP's construction forces at pre-installation conferences covering portions of the Work that are to receive HACP's work. Attend pre-installation conferences conducted by HACP's construction personnel if portions of the Work depend on HACP's construction.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Section 014000 "Quality Requirements".

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching".

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence or repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Division 01 Section “Selective Structure Demolition” for demolition of selected portions of the building.
2. Division 02 through 26 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
3. Division 07 Section “Penetration Firestopping” for patching fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building’s appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and

those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory Work.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.
9. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Equipment supports.
4. Piping, ductwork, vessels and equipment.
5. Noise and vibration control elements and systems.
6. Structural members not specifically noted to be modified.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding. Mechanical and electrical contractors shall clearly identify locations requiring cutting with the general Contractor present. Mechanical and Electrical prime contractors shall make

every effort to minimize area of cutting required. Multiple conferences may be required to identify all areas requiring cuts and patches.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be use, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible tie and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore expose finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty and similar materials.

END OF SECTION 017329

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor

of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest space number to highest space number.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:

    a. PDF electronic file. Architect will return annotated copy.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

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

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

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

    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Remove snow and ice to provide safe access to building.
    f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    h. Sweep concrete floors broom clean in unoccupied spaces.
    i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    k. Remove labels that are not permanent.
    l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    p. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide

replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017839 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Requirements:

1. Section 011200 “Multiple Contract Summary” for coordinating project record documents covering the Work of multiple contracts.
2. Section 0173600 “Execution” for final property survey.
3. Section 017700 “Closeout Procedures” for general closeout procedures.
4. Section 017823 “Operation and Maintenance Data” for operation and maintenance manual requirements.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:
   a. Initial Submittal: Submit one set of PDF’s from corrected Record CAD Drawings and Record PDF Specifications through the Project Web Site. Architect will initial and date each and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return digitally.
   b. Final Submittal: Submit one set of marked-up Record Prints, one set of Record CAD Drawing files, one set of Record CAD Drawing plots, and three (3) copies printed from record plots. Plot and print each Drawing, whether or not changes and additional information were recorded.
      1) Electronic Media: DVD

B. Record Specifications: Submit one paper copy of Project’s Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy of each Product Data submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked up Record Prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an acceptable drawing technique.
   c. Record data as soon as possible after obtaining it.
   d. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Actual equipment locations.
   d. Changes made by Change Order or Construction Change Directive.
   e. Changes made following Architect's written orders.
   f. Details not on the original Contract Drawings.
   g. Field records for variable and concealed conditions.
   h. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:

1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
2. Format: DWG, Version AutoCAD 2010, Microsoft Windows operating system.
3. Incorporate changes and additional information previously marked on record prints. Delete, redraw and add details and notations where applicable.
4. Refer instances of uncertainty to Architect through Construction Manager for resolution.

5. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
   a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
   b. CAD Software Program: The Contract Drawings are available in AutoCAD 2010.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Architect and Construction Manager for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each record Drawing; include the designation “PROJECT RECORD DRAWING” in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
3. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation “PROJECT RECORD DRAWINGS”.
   d. Name of Architect and Construction Manager.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, Record Product Data, and Recorded Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications and Record Drawings were applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project recorded document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 – DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing HACP's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

1.3 SUBMITTALS

A. Instruction Program: Submit two (2) copies of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. At completion of training, submit one complete training manual for HACP's use.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of documentation of performance-based test.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements", experienced in operation and maintenance procedures and training.

B. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination". Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors; personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with HACP's operations. Adjust schedule as required to minimize disrupting HACP's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time and course content.

C. Coordination content of training modules with content of approved emergency, operation and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 – PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    a. System, subsystem and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.
2. Documentation: Review the following items in detail:
    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project record documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:

a. Instructions on meaning of warnings, trouble indications, and error messages.
b. Instructions on stopping.
c. Shutdown instructions for each type of emergency.
d. Operating instructions for conditions outside of normal operating limits.
e. Sequences for electric or electronic systems.
f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.
5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning.
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors and to coordinate between Contractor and HACP for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct HACP's personnel to adjust, operate and maintain systems, subsystems and equipment not part of a system.

1. HACP will furnish an instructor to describe HACP's operational philosophy.
2. HACP will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with HACP with at least seven (7) days advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

E. Cleanup: Collect used and leftover educational materials and give to HACP. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

SECTION 061053 - MISCELLANEOUS GENERAL CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: ICC-ES evaluation reports for treated wood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.

2.2 TREATED MATERIALS

A. Preservative-Treated Materials: AWPA C2, except that lumber not in ground contact and not exposed to the weather may be treated according to AWPA C31 with inorganic boron (SBX).

1. Use treatment containing no arsenic or chromium.
2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

B. Provide preservative-treated materials for all miscellaneous rough carpentry unless otherwise indicated.

1. Wood members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Concealed members in contact with masonry or concrete.
3. Wood framing members that are less than 18 inches above the ground.
4. Wood floor plates that are installed over concrete slabs-on-grade.

C. Fire-Retardant-Treated Materials: Comply with performance requirements in AWPA C20.

1. Use Exterior type for exterior locations and where indicated.
2. Use Interior Type A, High Temperature (HT) where indicated.
3. Use Interior Type A unless otherwise indicated.
4. Identify with appropriate classification marking of a testing and inspecting agency acceptable to authorities having jurisdiction.

D. Provide fire-retardant treated materials for all miscellaneous rough carpentry.

2.3 LUMBER

A. Dimension Lumber:

1. Maximum Moisture Content: 15 percent.
2. Miscellaneous Framing: Construction, Stud, or No. 3.

B. Exposed Boards: Eastern white, Idaho white, lodgepole, ponderosa, or sugar pine, Premium or 2 Common (Sterling): NeLMA, NLGA, WCLIB, or WWPA; with 15 percent maximum moisture content.

C. Concealed Boards: Eastern softwoods, No. 3 Common: NELMA; with 15 percent maximum moisture content.

D. Miscellaneous Lumber: Standard, Stud, or No. 3 grade with 15 percent maximum moisture content of any species. Provide for nailers, blocking, and similar members.

2.4 PLYWOOD BACKING PANELS

A. Telephone and Electrical Equipment Backing Panels: Plywood, Exterior, fire-retardant treated, not less than 1/2-inch nominal thickness.

2.5 FASTENERS

A. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

1. Power-Driven Fasteners: CABO NER-272.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set miscellaneous rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Securely attach miscellaneous rough carpentry to substrates, complying with the following:

1. CABO NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in the IBC.

END OF SECTION 061053

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: ICC-ES evaluation reports for preservative-treated plywood and fire-retardant-treated plywood.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS, GENERAL

A. Plywood: DOC PS 1.

B. Oriented Strand Board: DOC PS 2.

2.2 TREATED PLYWOOD

A. Preservative-Treated Plywood: AWPA C9.

1. Use treatment containing no arsenic or chromium.
2. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.

B. Provide preservative-treated plywood for all plywood unless otherwise indicated.

C. Fire-Retardant-Treated Plywood: Comply with performance requirements in AWPA C27, labeled by a testing and inspecting agency acceptable to authorities having jurisdiction.

1. Use Exterior type for exterior locations and where indicated.
2. Use Interior Type A, High Temperature (HT) for roof sheathing and where indicated.
3. Use Interior Type A unless otherwise indicated.
4. Identify with appropriate classification marking of a testing and inspecting agency acceptable to authorities having jurisdiction.

D. Provide fire-retardant-treated plywood for all plywood.

2.3 WALL SHEATHING

A. Plywood Wall Sheathing: Exposure 1, Structural I sheathing.

B. Oriented-Strand-Board Wall Sheathing: Exposure 1, Structural I sheathing.

C. Gypsum Wall Sheathing:

1. Paper-Surfaced Gypsum Wall Sheathing: ASTM C 79/C 79M or ASTM C 1396/C 1396M, gypsum sheathing; with water-resistant-treated core.

2.4 ROOF SHEATHING

A. Plywood Roof Sheathing: Exposure 1, Structural I sheathing.

B. Oriented-Strand-Board Roof Sheathing: Exposure 1, Structural I sheathing.

2.5 MISCELLANEOUS PRODUCTS

A. Fasteners: Size and type indicated.

1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
2. Power-Driven Fasteners: CABO NER-272.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Securely attach to substrates, complying with the following:

1. CABO NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in the IBC.

B. Fastening Methods:

1. Wall and Roof Sheathing:

a. Nail to wood framing.
b. Screw to cold-formed metal framing.

END OF SECTION

SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Shop Drawings and Samples showing the full range of colors, textures, and patterns available for each type of finish.

B. Quality Standard: Architectural Woodwork Institute's "Architectural Woodwork Quality Standards."

C. Forest Certification: Provide woodwork produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

D. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is completed, and HVAC system is operating.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Hardboard: AHA A135.4.

B. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.

C. Particleboard: ANSI A208.1, Grade M-2.

D. Softwood Plywood: DOC PS 1.

E. Hardwood Plywood and Face Veneers: HPVA HP-1, made with adhesive containing no urea formaldehyde.

F. Thermoset Decorative Panels: Comply with LMA SAT - 1.

G. High-Pressure Decorative Laminate: NEMA LD 3.

H. Solid Surface: HIMACS “VENUS”.

2.2 CABINET HARDWARE AND ACCESSORY MATERIALS (MINIMUM REQUIREMENTS)

A. Butt Hinges: 2-3/4-inch, 5-knuckle steel hinges made from 0.095-inch thick metal, and as follows:

1. Semi-concealed Hinges for Flush Doors: BHMA A156.9, B01361.

2. Semi-concealed Hinges for Overlay Doors: BHMA A156.9, B01521.

B. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 135 degrees of opening.

C. Wire Pulls: Back mounted, solid metal 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter.

D. Catches: Magnetic catches, BHMA A156.9, B03141.

E. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.

F. Drawer Slides: BHMA A156.9, B05091.

1. Box Drawer Slides: Grade 1.
2. File Drawer Slides: Grade 1HD-100.
3. Pencil Drawer Slides: Grade 2.
4. Keyboard Slides: Grade 1.
5. Trash Bin Slides: Grade 1HD-100.

G. Drawer Locks: BHMA A156.11, E07041.

H. Grommets for Cable Passage through Countertops: 1-1/4-inch (32-mm) OD, molded-plastic grommets and matching plastic caps with slot for wire passage.

I. Exposed Hardware Finishes: Comply with BHMA A156.18 for BHMA code number indicated.

J. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated lumber, kiln dried to 15 percent moisture content.

2.3 INTERIOR WOODWORK

A. Complete fabrication to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

B. Backout or groove backs of flat trim members and kerf backs of other wide, flat members, except for members with ends exposed in finished work.

C. Interior Standing and Running Trim for Transparent Finish: Premium grade.

D. Interior Standing and Running Trim for Opaque Finish: Premium grade, made from any closed-grain hardwood.

E. Wood Cabinets for Transparent Finish: Premium grade. Acceptable products:

1. ARISTOKRAFT WINSTEAD CABINETRY, SQUARE, MAPLE, NATURAL FINISH. KCMA “severe” use cabinets as manufactured by ARISTOKRAFT, a subsidiary of Masterbrand, One Masterbrand Cabinets Drive, P.O. Box 420, Jasper, Indiana 47547. Doors shall be solid wood raised panel type, square profile. The following two alternate manufactures have been approved. Alternate products shall meet and / or exceed the performance characteristics of the specified and shall match the specified cabinet in construction, appearance, and finish.

a. Armstrong Cabinet Products
Multi-Family Division
4575 Granview Road
Granville, OH 43023
Attn: Bill Reagan, Cell: 1-740-973-5653

b. Evans Cabinet Corporation
1321 Franklin Street
Dublin, GA 31021
Attn: Dwayne Watkins, Phone: 1-478-272-2530, ext. 203

F. Solid Surface Countertops:

1. HIMACS “VENUS” Solid Surface by LG HAUSYS.
2. Edge Treatment: Self Edge, Ease Nosing.

2.4 SHOP FINISHING OF INTERIOR ARCHITECTURAL WOODWORK

A. Finishes: Same grades as items to be finished.

B. Finish architectural woodwork at the fabrication shop; defer only final touch up until after installation.

1. Apply one coat of sealer or primer to concealed surfaces of woodwork. Apply two coats to back of paneling and to end-grain surfaces.
2. Apply a vinyl wash coat to woodwork made from closed-grain wood before staining and finishing.
3. After staining, if any, apply paste wood filler to open-grain woods and wipe off excess. Tint filler to match stained wood.

C. Transparent Finish: AWI finish system catalyzed polyurethane.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.

B. Install woodwork to comply with referenced quality standard for grade specified.

C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).

D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Fasten with countersunk concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed nailing, countersunk and filled flush with woodwork.

F. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 36 inches (900 mm) long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.

G. Anchor paneling to supports with concealed panel-hanger clips and by blind nailing on back-up strips, splined-connection strips, and similar associated trim and framing.

H. Stairs: Securely anchor carriages to supporting substrates. Install stairs with treads and risers no more than 1/8 inch (3 mm) from indicated position.

I. Railings:

1. Stair Rails: Glue and dowel or pin balusters to treads and railings, and railings to newel posts.
2. Wall Rails: Support rails on indicated metal brackets securely fastened to wall framing.

J. Cabinets: Install so doors and drawers are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation.

1. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish.

K. Anchor countertops securely to base units. Seal space between backsplash and wall.

END OF SECTION

SECTION 072410 POLYMER-BASED INSULATION AND FINISH SYSTEM

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Refer to all drawings and other sections of this specification to determine the type and extent of work therein affecting the work of this section, whether or not such work is specifically mentioned herein.
B. Composite wall Exterior Insulation and Finish System consisting of Adhesive, rigid insulation, Base Coat, Reinforcing Mesh, and Finish Coat.

1.2 RELATED SECTIONS

A. Section 079000 Joint Sealants

1.3 DEFINITIONS

A. Exterior Insulation and Finish System: Exterior assembly comprised of rigid insulation, Adhesive, Base Coat, Reinforcing Mesh, and Finish Coat.
B. Class PB Systems: A class of EIFS where the Base Coat varies in thickness depending upon the number of layers or thickness of Reinforcing Mesh. The reinforcing material is glass fiber mesh, which is embedded into the Base Coat at the time of installation. The Base Coat shall be applied so as to achieve Reinforcing Mesh embedment with no Reinforcing Mesh color visible, nominal 1.6 mm (1/16"). Protective Finish Coats, of various thicknesses, in a variety of textures and colors, are applied over the Base Coat.

1.4 SUBMITTALS

A. Product Data: Provide data on Class PB Design materials, product characteristics, performance criteria, limitations and durability.
B. Code Compliance: Provide manufacturer’s applicable code compliance report.
C. Samples: Submit two 12 inch x 12 inch size samples illustrating Finish Coat custom color and texture range.
D. Certificate: System manufacturer’s approval of applicator.
E. Sealant: Sealant manufacturer’s certificate of compliance with ASTM C1382.

1.5 QUALITY ASSURANCE

A. Applicator: Approved by manufacturer in performing work of this section.
B. Field Samples:
   1. Construct one field sample panel for each color and texture, 2 feet x 2 feet in size of system materials illustrating method of attachment, surface Finish, color and texture.
   2. Accepted sample panel may remain as part of the work.
   3. Field samples shall be comprised of all wall assembly components including substrate, insulation board, Base Coat, Reinforcing Mesh, primer (if specified), Finish Coat, and typical sealant/flashing conditions.

1.6 DELIVERY, STORAGE AND HANDLING

A. Store materials in cool, dry place, protected from freezing. Store at no less than 4°C/40°F.
B. Stack insulation board flat, a minimum of 12 inches above the ground, and protected from the sun.

C. Store Reinforcing Mesh and flexible flashing in cool, dry place protected from exposure to moisture.

1.7 PROJECT/SITE CONDITIONS

A. Do not apply in ambient temperatures below 4°C/40°F. Provide properly vented, supplementary heat during installation and drying period when temperatures less than 4°C/40°F prevail.
B. Do not apply materials to frozen surfaces.
C. Maintain ambient temperature at or above 4°C/40°F during and at least 24 hours after installation and until dry.

1.8 WARRANTY

A. Provide manufacturer's five-year materials warranty for installation.
   1. Comply with manufacturer's project review requirements and notification procedures to assure qualification for warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Senerflex® Classic PB Design (Class PB System) manufactured by BASF Wall Systems.

2.2 MATERIALS

A. Black tinted, 100% acrylic-based sheathing primer for wood based sheathing substrates manufactured by BASF Wall Systems.
B. Adhesives/Base Coats
   1. NC-II Base: 100% acrylic polymer-based, non-cementitious base coat; manufactured by BASF Corp.
   2. STANDARD Base Coat: 100% acrylic base coat, field-mixed with Portland cement; manufactured by BASF Corp.
C. Portland cement: Conform to ASTM C150, Type I, II, or I/II, grey or white; fresh and free of lumps.
D. Water: Clean and potable without foreign matter.
E. Insulation Board
   1. EPS insulation board: Expanded polystyrene; ASTM C578, Type I; Flame spread less than 25, smoke developed less than 450 per ASTM E84, UL 723; minimum density 0.95 lb/ft^3; K= 0.24/inch; thickness minimum as indicated on drawings; meeting the following:
      a. Air-dried (aged) six weeks, or equivalent, prior to installation.
      b. Edges: Square within 1/32" per foot.
      c. Thickness: Tolerance of plus or minus 1/16".
      d. Size: 2' x 4'.
      e. Length and width: Tolerance of plus or minus 1/16".
F. Senergy® Reinforcing Mesh: Balanced, open weave glass fiber reinforcing mesh; twisted multi-end strands treated for compatibility with Senerflex Classic PB Design components.
   1. FLEXGUARD 4: Standard weight.
   2. CORNER MESH: Intermediate weight, pre-marked for easy bending, for reinforcing at exterior corners.
G. COLOR COAT: 100% acrylic-based coating; as manufactured by BASF Corp. Color shall match existing.

H. TINTED PRIMER: 100% acrylic-based primer; color to closely match the selected Senergy Finish Coat color; manufactured by BASF Corp.
I. Senergy Finish Coat:
   1. SENERFLEX® 100% acrylic resin finish; air cured, compatible with Base Coat; Finish color factory-mixed; Finish texture and color to match existing.

PART 3 EXECUTION

3.1 EXAMINATION

A. Walls
   1. Substrates
      a. Wall sheathings must be securely fastened per applicable building code and sheathing manufacturer's requirements.
      b. Examine surfaces and verify that substrate and adjacent materials are dry, clean, and sound. Verify substrate surface is flat, free of fins or planar irregularities greater than 1/4" in 10'.

3.2 MIXING

General: No additives are permitted unless specified in product mixing instructions. Close containers when not in use. Prepare in a container that is clean and free of foreign substances. Do not use a container which has contained or been cleaned with a petroleum-based product. Clean tools with soap and water immediately after use.

A. Senergy® Base Coat
   1. NC-II BASE:
      a. Mix NC-II BASE with a clean, rust-free paddle and drill until thoroughly blended.
      b. Clean, potable water may be added to adjust workability.
   2. STANDARD Base Coat
      a. Mix Base Coat with a clean, rust-free paddle and drill until thoroughly blended, before adding Portland cement.
      b. Mix one part (by weight) Portland cement with one part Base Coat. Add Portland cement in small increments, mixing until thoroughly blended after each additional increment.
      c. Clean, potable water may be added to adjust workability.
B. Senergy TINTED PRIMER and SENERFLEX Finish Coats
   1. Mix the factory-prepared material with a clean, rust-free paddle and drill until thoroughly blended.
   2. A small amount of clean, potable water may be added to adjust workability. Do not overwater.
   3. Additives are not permitted.
   4. Close container when not in use.
   5. Clean tools and equipment with water immediately after use.

3.3 APPLICATION

General: Apply Senerflex® Classic PB Design materials in accordance with Senerflex Classic PB Design Specifications.

A. Insulation Board:
   1. Vertical surfaces: begin at base from firm, permanent, or temporary support.
   2. Apply horizontally in a running bond pattern.

3. Pre-cut insulation board to fit openings and projections. Insulation board must be a single piece around corners of openings. Stagger vertical joints and corners. Stagger insulation and sheathing board joints.
4. Notched Trowel Method: gypsum sheathing PermaBase Cement-Board and other cement-boards conforming with ASTM C1325 (Type A-exterior) poured concrete/unit masonry DensGlass Gold (ASTM C1177 substrates. Apply mixed NC-II BASE, Base Coat to entire surface of insulation board using a stainless steel trowel with 1/2" x 1/2" notches spaced 1/2" apart, or 3/8" x 3/8" notches spaced 3/8" apart.
5. Immediately set board into place and apply pressure over entire surface of board to ensure positive uniform contact and high initial grab. Do not allow base coat to dry prior to installing.
6. Abut all joints tightly and ensure overall flush level surface.
7. Check adhesion periodically by removing a board prior to set. Properly installed insulation board will be difficult to remove and Senerflex Adhesive/Base Coat will be adhered to both the substrate and the insulation board.
8. Fill gaps greater than 1/16” between insulation boards with slivers of insulation board.
9. Allow application of insulation board to dry (normally 8 to 10 hours) prior to application of Base Coat/Reinforcing Mesh.
10. Rasp flush any irregularities of the insulation board greater than 1/16".
11. Install expansion joints and other joints as indicated on drawings. Do not align aesthetic grooves with insulation board joints.

B. Senergy® Base Coat/Reinforcing Mesh: Base Coat shall be applied so as to achieve Reinforcing Mesh embedment with no Reinforcing Mesh color visible.
   1. Senergy CORNER MESH
      a. Install CORNER MESH at exterior corners.
      b. Apply CORNER MESH prior to application of Reinforcing Mesh.
      c. Cut CORNER MESH to workable lengths.
      d. Apply mixed STANDARD Base Coat to insulation board at outside corners using a stainless steel trowel.
      e. Immediately place CORNER MESH against the wet Base Coat and embed the CORNER MESH into the Base Coat by troweling from the corner; butt edges and avoid wrinkles.
      f. After Base Coat is dry and hard, apply a layer of FLEXGUARD 4, INTERMEDIATE 6 or 12 Reinforcing Mesh over the entire surface of the CORNER MESH in accordance with 3.04 D.2.

C. Senergy TINTED PRIMER
   1. Apply TINTED PRIMER to the Base Coat/Reinforcing Mesh with a sprayer, 3/8” nap roller, or good-quality latex paint brush at a rate of approximately 3.6–6.1 m² per liter (150–250 ft² per gallon).
   2. TINTED PRIMER shall be dry to the touch before proceeding to the Senergy Finish Coat application.

D. Senergy Finish Coat
   a. Apply Finish directly to the stucco brown coat with a clean, stainless steel trowel.
   b. Apply and level Finish during the same operation to minimum obtainable thickness consistent with uniform coverage.
   c. Maintain a wet edge on Finish by applying and texturing continually over the wall surface.
   d. Work Finish to corners, joints or other natural breaks and do not allow material to set up within an uninterrupted wall area.
   e. Float Finish to achieve final texture.

3.4 CLEANING

A. Clean work under provisions of Division 01.

B. Clean adjacent surfaces and remove excess material, droppings, and debris.

3.5 PROTECTION

A. Protect finished work

END OF SECTION

SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Adhered EPDM membrane roofing system.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
C. Samples: For each product included in the roofing system.

1.3 INFORMATIONAL SUBMITTALS

A. Research/evaluation reports.
B. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
B. Source Limitations: Obtain components including for membrane roofing system from same manufacturer as membrane roofing.
C. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
D. Pre-installation Roofing Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 EPDM MEMBRANE ROOFING

A. EPDM: ASTM D 4637, Type II, scrim or fabric internally reinforced, uniform, flexible EPDM sheet.
1. 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:
a. Carlisle SynTec Incorporated. (No substitutions.)
2. Thickness: 60 mils (1.5 mm) nominal.
3. Exposed Face Color: Black.

2.2 AUXILIARY MEMBRANE ROOFING MATERIALS

A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
B. Sheet Flashing: 60-mil thick EPDM, partially cured or cured, according to application.
C. Protection Sheet: Epichlorohydrin or neoprene non-reinforced flexible sheet, 55- to 60-mil thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.
D. Bonding Adhesive: Manufacturer's standard.
E. Seaming Material: Single-component, butyl splicing adhesive and splice cleaner.
F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer.
G. Miscellaneous Accessories: Provide lap sealant, water cutoff mastic, metal termination bars, metal battens, pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.3 ROOF INSULATION

A. Composite Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2 with factory-applied facing board on one major surface, as indicated below by type, and felt or glass-fiber mat facer on the other.
1. Type IV, cellulosic-fiber-insulation-board facer, Grade 2, 1/2 inch (13 mm) thick.
2. Tapered systems: 1/4”/ft minimum.
3. Minimum R=21.
B. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.4 INSULATION ACCESSORIES

A. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
B. Insulation Adhesive: Insulation manufacturer's recommended cold-applied adhesive formulated to attach roof insulation to substrate or to another insulation layer.

2.5 ASPHALT MATERIALS

A. Roofing Asphalt: ASTM D 312, Type III or Type IV.
B. Asphalt Primer: ASTM D 41.

2.6 WALKWAYS

A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads, approximately 3/16 inch (5 mm) thick, and acceptable to membrane roofing system manufacturer.

PART 3 - EXECUTION

3.1 INSULATION INSTALLATION

A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
C. Install tapered insulation under area of roofing to conform to slopes indicated.
D. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches (68 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
E. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
    1. Prime surface of concrete deck with manufacturer’s recommended primer.
    2. Set each layer of insulation in insulation adhesive, firmly pressing and maintaining insulation in place.

3.2 ADHERED MEMBRANE ROOFING INSTALLATION

A. Adhere membrane roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.
B. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
C. Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.
D. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeters.
E. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping membrane roofing according to manufacturer's written instructions to

ensure a watertight seam installation. Apply lap sealant and seal exposed edges of membrane roofing terminations.

F. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping membrane roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of membrane roofing terminations.

G. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

3.3 BASE FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.

E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.4 WALKWAY INSTALLATION

A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.5 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

B. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

END OF SECTION 075323

SECTION 079200 JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Includes But Not Limited To
1. Quality of sealants to be used on Project not specified elsewhere, including submittal, material, and installation requirements.

B. Related Sections
1. Furnishing and installing of sealants is specified in Sections specifying work to receive new sealants.

1.2 SUBMITTALS

A. Product Data
1. Manufacturer's literature and installation recommendations for each Product.
2. Schedule showing joints requiring sealants. Show also backing and primer to be used.

B. Quality Assurance / Control - Certificate from Manufacturer indicating date of manufacture.

1.3 DELIVERY, STORAGE, & HANDLING

A. Handle to prevent inclusion of foreign matter, damage by water, or breakage.
B. Deliver and keep in original containers until ready for use.
C. Do not use damaged or deteriorated materials.
D. Store in a cool place, but never under 40 deg F.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Sealants
1. Sealants provided shall meet Manufacturer's shelf-life requirements.
2. Exterior Building Elements -
a. Joints and cracks around windows
b. Door frames
c. Louvers
d. Wall penetrations
e. Other joints necessary to seal off building from outside air and moisture
f. Approved Products -
1) Dow Corning -
a) Primer - 1200
b) Sealant - 791
2) General Electric -
a) Primer - SCP 3154
b) Sealant - Silpruf
3. Exterior Concrete -
a. Approved Products -
1) Joints between sidewalks and building foundations -
a) Dow Corning -
(1) Primer - 1200
(2) Sealant - 790
b) General Electric -
(1) Primer - SCP 3154
(2) Sealant – Silpruf

4. Interior -
    a. Inside jambs and heads of exterior door frames
    b. Inside perimeters of windows
    c. Joints between precast concrete floor members where exposed to view.
    d. Approved Manufacturers & Products -
        1) Trademate Paintable by Dow Corning
        2) Acrylic Latex 834 by Tremco
5. Interior Joints Formed By -
    a. Countertops and backsplash to wall
    b. Sinks and lavatories to countertops
    c. Joints between precast concrete floor members where exposed to view.
    d. Approved Manufacturers & Products -
        1) Dow Corning Trademate Tile & Ceramic Sealant
        2) General Electric Sanitary 1700
6. Color - As selected by Architect from Manufacturer's standard colors.

B. Backing - Flexible closed cell polyurethane or polyolefin rod or bond breaker tape as recommended by Sealant Manufacturer for joints being sealed.

2.2 MANUFACTURERS

A. Dow Corning Corp, Midland, MI (800) 248-2481
B. G E Silicone Products, Waterford, NY (800) 255-8886
C. Sika Corporation, Lyndhurst, NJ (201) 933-9379
D. Tremco, Beachwood, OH (800) 321-7906

PART 3 - EXECUTION

3.1 PREPARATION

A. Remove existing sealants where specified. Surfaces shall be clean, dry, and free of dust, oil, grease, dew, or frost.
B. Apply primer.
C. Joint Backing
    1. Rod for open joints shall be at least 1-1/2 times width of open joint and of thickness to give solid backing. Backing shall fill up joint so depth of sealant bite is no more than 3/8 inch deep.
    2. Apply bond-breaker tape in shallow joints as recommended by Sealant Manufacturer.

3.2 APPLICATION

A. Apply sealant with hand-calking gun with nozzle of proper size to fit joints. Use sufficient pressure to insure full contact to both sides of joint to full depth of joint.
B. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface.
C. Depth of sealant bite shall be 1/4 inch minimum and 1/2 inch maximum, but never more than one half or less than one fourth joint width.
D. Do not apply calking at temperatures below 40 deg F.
E. Caulk opening perimeters unless indicated otherwise.

3.3 CLEANING

A. Clean adjacent materials which have been soiled immediately (before setting) as recommended by Manufacturer.

END OF SECTION

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

B. STC-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing and inspecting agency.

2.2 PANEL PRODUCTS

A. Provide in maximum lengths available to minimize end-to-end butt joints.

B. Interior Gypsum Board: ASTM C 36/C 36M or ASTM C 1396/C 1396M, 1/2-inch in thickness unless otherwise indicated on Drawings, with manufacturer's standard edges. Type X where indicated; Sag-resistant type for ceiling surfaces.

C. Exterior Gypsum Sheathing: ASTM C 1177, 5/8-inch in thickness unless otherwise indicated on Drawings. Type X where required for fire-resistance-rated assemblies and where indicated.

1. Product: FIBEROCK Aqua-Tough Sheathing by USG Corporation.

2.3 ACCESSORIES

A. Trim Accessories: ASTM C 1047, formed from galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.

1. Provide corner-bead at outside corners unless otherwise indicated.
2. Provide LC-bead (J-bead) at exposed panel edges.
3. Provide control joints where indicated.

B. Joint-Treatment Materials: ASTM C 475/C 475M.

1. Joint Tape: Paper unless otherwise recommended by panel manufacturer.
2. Joint Compounds: Drying-type, ready-mixed, all-purpose compounds.
3. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.

4. Cementitious Backer Unit Joint-Treatment Materials: Products recommended by cementitious backer unit manufacturer.

C. Acoustical Sealant for Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834.

D. Sound-Attenuation Blankets: ASTM C 665, Type I (unfaced).

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install gypsum board to comply with ASTM C 840.

1. Isolate gypsum board assemblies from abutting structural and masonry work. Provide edge trim and acoustical sealant.
2. Single-Layer Fastening Methods: Fasten gypsum panels to supports with screws.
3. Multilayer Fastening Methods: Fasten base layers and face layer separately to supports with screws.

B. Install cementitious backer units to comply with ANSI A108.11.

C. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.

D. Finishing Gypsum Board: ASTM C 840.

1. At concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies, provide Level 1 finish: Embed tape at joints.
2. At substrates for ceramic tile and acoustical ceiling tile, provide Level 2 finish: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges.
3. Unless otherwise indicated, provide Level 4 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges.
4. Where indicated, provide Level 5 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges. Apply skim coat to entire surface.

END OF SECTION 092900

SECTION 093000 TILING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
   1. Wall tile.
   2. Surface preparation for tile and accessories.

B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
   1. Section 079200 - JOINT SEALANTS for sealing of expansion, contraction, control, and isolation joints in tile surfaces.
   2. Section 092900 - GYPSUM BOARD for cementitious backer units.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.
   1. Manufacturers' product data for adhesives and sealants, including printed statement of VOC content

B. Shop Drawings: Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.

C. Samples for Verification:
   1. Assembled samples with grouted joints for each type and composition of tile and for each color and finish required, at least 12 inches square and mounted on rigid panel. Use grout of type and in color or colors approved for completed work.
   2. Full-size units of each type of trim and accessory for each color and finish required.
   3. Stone thresholds in 6-inch lengths.
   4. Metal edge strips in 6-inch lengths.

D. Qualification Data: For Installer.

E. Material Test Reports: For each tile-setting and -grouting product.

1.3 QUALITY ASSURANCE

A. Source Limitations for Tile: Obtain all tile of same type and color or finish from one source or producer.
   1. Obtain tile from same production run and of consistent quality in appearance and physical properties for each contiguous area.

B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from a single manufacturer and each aggregate from one source or producer.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement in ANSI A137.1 for labeling sealed tile packages.
B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
D. Store liquid additives in unopened containers and protected from freezing.

1.5 PROJECT CONDITIONS

A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 TILE SCHEDULE

A. Glass Wall Tile Installation at Community Room: Interior wall installation over gypsum board; thin-set mortar; TCNA W243 and ANSI A108.5.
   1. Tile Type: Glass Mosaic.
   2. Thin-Set Mortar: Latex-portland cement mortar.
      a. Laticrete 254 Platinum White to be supplied by Trinity Surfaces to insure warranty is in effect.
   3. Grout: Urethane
      a. Laticrete Plasma Grout-Color to be selected from Manufacturer's full range.
   4. Joint Width: 1/16" inch.

2.2 COLOR SELECTION

A. Refer to Paragraph 2.5.

2.3 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Daltile Corporation

2.4 PRODUCTS, GENERAL

A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1, "Specifications for Ceramic Tile," for types, compositions, and other characteristics indicated.
   1. Provide tile complying with Standard grade requirements, unless otherwise indicated.
   2. For facial dimensions of tile, comply with requirements relating to tile sizes specified in Part 1 "Definitions" Article.

B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI standards referenced in "Setting and Grouting Materials" Article.

C. Factory Blending: For tile exhibiting color variations within ranges selected during Sample submittals, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.

D. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer, unless otherwise indicated.

E. Tile Trim Units: Matching characteristics of adjoining flat tile and coordinated with sizes and coursing of adjoining flat tile where applicable. Provide shapes selected from manufacturer's standard shapes.

F. Marble Thresholds: Uniform, fine- to medium-grained white stone with gray veining, ASTM C 503 with a minimum abrasion resistance of 10 per ASTM C 1353 or ASTM C 241 and with honed finish. Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.
   1. Bevel edges at 1:2 slope, aligning lower edge of bevel with adjacent floor finish. Limit height of bevel to 1/2 inch or less, and finish bevel to match face of threshold.

G. Fabric-Reinforced, Fluid-Applied Waterproofing and Crack Suppression Membrane: System consisting of liquid-latex rubber, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), and fabric reinforcement.

   1. Custom Building Products; RedGard Waterproofing and Anti-Fracture Membrane.
   2. LATICRETE International Inc.; Laticrete Hydro Ban Waterproof Membrane.
   3. MAPEI Corporation; PRP M19.

H. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

I. Water-Cleanable, Tile-Setting Epoxy Adhesive: ANSI A118.3, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

J. Organic Adhesive: ANSI A136.1, Type I, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

K. Standard Sanded Cement Grout for Joint Widths Wider Than 1/8 inch: ANSI A118.7, color as indicated.

L. Standard Unsanded Cement Grout for Joints Widths 1/8 inch or smaller: ANSI A118.7, color as indicated.

M. Grout Sealer: For Application over Latex-Portland Cementitious Based Grouts - Water Based Penetrating Sealer – Zero VOC Content.

1. AquaMix Inc. Sealers' Choice Gold

N. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

1. AquaMix Inc. Heavy Duty Tile & Grout Cleaner

2.5 PRODUCTS

A. Product: Glass Mosaic Tile
1. DALTILE COLORWAVE GLOSS / INTERLOCKING
2. Color: CW21 Willow Waters
3. Size and Shape: 12" x 18" sheet, 5/16" thickness, mesh mount.

B. Product: Urethane Grout
1. Plasma – by Laticrete
2. Color – To be selected from Manufacturer's full range.
3. Grout Sealer is not required for this product.

2.6 ELASTOMERIC SEALANTS

A. General: Provide manufacturer's standard chemically curing, elastomeric sealants of base polymer and characteristics indicated that comply with applicable requirements in Section 079200 - JOINT SEALANTS.
1. Use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Colors: Provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints, unless otherwise indicated.

C. One-Part, Mildew-Resistant Silicone Sealant: ASTM C 920; Type S; Grade NS; Class 25; Uses NT, G, A, and, as applicable to nonporous joint substrates indicated, O; formulated with fungicide, intended for sealing interior ceramic tile joints and other nonporous substrates that are subject to in-service exposures of high humidity and extreme temperatures.

1. Available Products:
   a. Laticrete Latasil 100% silicone caulk
   b. Custom Building Products 100% Silicone Commercial Sealant (27 Colors)
   c. Dow Corning Corporation; Dow Corning 786.
   d. GE Silicones; Sanitary 1700.
   e. Pecora Corporation; Pecora 898 Sanitary Silicone Sealant.
   f. Tremco, Inc.; Tremsil 600 White.

D. Multipart, Pourable Urethane Sealant for Use T: ASTM C 920; Type M; Grade P; Class 25; Uses T, M, A, and, as applicable to joint substrates indicated, O.
1. Available Products:
   a. Bostik; Chem-Calk 550.
   b. Mameco International, Inc.; Vulkem 245.
   c. Pecora Corporation; NR-200 Urexpan.
   d. Tremco, Inc.; THC-900.

2.7 MIXING MORTARS AND GROUT

A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

B. Add materials, water, and additives in accurate proportions.
C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
   1. Verify that substrates for setting tile are firm; dry; clean; free of oil, waxy films, and curing compounds; and within flatness tolerances required by referenced ANSI A108 Series of tile installation standards for installations indicated.
   2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.
   3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
B. Provide concrete substrates for tile floors that comply with flatness tolerances specified in referenced ANSI A108 Series of tile installation standards.

   1. Fill cracks, holes, and depressions with trowelable leveling and patching compound according to tile-setting material manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.
   2. Remove protrusions, bumps, and ridges by sanding or grinding.

C. Blending: For tile exhibiting color variations within ranges selected during Sample submittals, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 INSTALLATION, GENERAL

A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.

B. TCA Installation Guidelines: TCA's "Handbook for Ceramic Tile Installation." Comply with TCA installation methods indicated in ceramic tile installation schedules.

C. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

E. Jointing Pattern: Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.

1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.

F. Lay out tile wainscots to next full tile beyond dimensions indicated.

G. Expansion Joints: Locate expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.

1. Locate joints in tile surfaces directly above joints in concrete substrates.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 - JOINT SEALANTS.

H. Grout tile to comply with requirements of the following tile installation standards:

1. For ceramic tile grouts (sand-portland cement; dry-set, commercial portland cement; and latex-portland cement grouts), comply with ANSI A108.10.
2. For chemical-resistant epoxy grouts, comply with ANSI A108.6.

3.4 WALL TILE INSTALLATION

A. Install types of tile designated for wall installations to comply with requirements in the Wall Tile Installation Schedule, including those referencing TCA installation methods and ANSI setting-bed standards.

3.5 CLEANING AND PROTECTING

A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
1. Remove grout residue from tile as soon as possible.
2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions, but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.
3. Remove temporary protective coating by method recommended by coating manufacturer that is acceptable to tile and grout manufacturer. Trap and remove coating to prevent it from clogging drains.

B. When recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear.

C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed. After seven days, cover areas subject to construction traffic with heavy cardboard.

D. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

END OF SECTION 093000

SECTION 095123 - ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data and material Samples.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

B. Seismic Standard: Provide acoustical tile ceilings designed and installed to withstand the effects of earthquake motions according to the following:

1. CISCA's Recommendations for Acoustical Ceilings: Comply with CISCA's "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings - Seismic Zones 0-2."
2. CISCA's Guidelines for Systems Requiring Seismic Restraint: Comply with CISCA's "Guidelines for Seismic Restraint of Direct-Hung Suspended Ceiling Assemblies - Seismic Zones 3 & 4."
3. UBC Standard 25-2, "Metal Suspension Systems for Acoustical Tile and for Lay-in Panel Ceilings."

2.2 ACOUSTICAL TILE

A. Products:

1. “MESA” #683 as Manufactured by Armstrong Ceiling Systems, 1-877-276-7876.

B. Classification: As follows, per ASTM E 1264:

1. Type and Form: Type III, Form 2.
2. Pattern: CE (perforated small holes and lightly textured).
3. Color: White.
4. Light Reflectance (LR) Coefficient: Not less than .85 LR.
5. Noise Reduction Coefficient (NRC): Not less than 0.60.
6. Ceiling Attenuation Class (CAC): Not less than 30 CAC.

C. Surface-Burning Characteristics: ASTM E 1264, Class A materials, tested per ASTM E 84.

D. Edge Detail: Square, Lay-in.

E. Thickness: 3/4 inch.

F. Modular Size: 24 x 48 inches.

2.3 SUSPENSION SYSTEM

A. Existing to remain.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension system flanges into kerfed edges so tile-to-tile joints are closed by double lap of material.

1. Fit adjoining tile to form flush, tight joints. Scribe and cut tile for accurate fit at borders and around penetrations through tile.

B. Arrange directionally patterned acoustical panels as indicated on Drawings.

END OF SECTION 095123

SECTION 096500 RESILIENT FLOORING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Luxury Vinyl Tile (U/T)
B. Resilient rubber base.

1.2 REFERENCES

A. ASTM E84 - Surface Burning Characteristics of Building Materials
B. ASTM F1700 – Class III Printed Film Plank Type B.
C. FS SS-W-40 - Wall Base: Rubber and Vinyl Plastic

1.3 REGULATORY REQUIREMENTS

A. Conform to applicable code for flame/fuel/smoke rating requirements in accordance with ASTM E84.

1.4 SUBMITTALS

A. Submit shop drawings and product data under provisions of Division 1.
B. Provide product data on specified products, describing physical and performance characteristics, sizes, patterns, and colors available.
C. Submit one sample 2 x 2 inches in size, illustrating color and pattern for each floor materials specified.
D. Submit manufacturer's installation instructions.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit cleaning and maintenance data under provisions of Division 1.
B. Maintain ambient temperature required by adhesive manufacturer three days prior to, during, and 24 hours after installation of materials.

1.6 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.

PART 2 PRODUCTS

2.1 MANUFACTURERS – LUXURY VINYL TILE

A. SHAW CONTRACT, SOLITUDE #06 48V “URBAN ASH” 48540

2.2 ACCEPTABLE MANUFACTURERS - BASE MATERIALS

A. Johnsonite - colors as selected by Architect.

2.3 BASE MATERIALS

1. Base: Type I rubber; 4 inch high; 1/8 inch thick; top set coved; premolded external corners.
2. Base Accessories: Premolded end stops and external corners, of same material, size, and color as base.

2.4 ACCESSORIES

A. Subfloor Filler: White premix latex; type recommended by flooring material manufacturer.
B. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer.
C. Edge Strips: Flooring material.
D. Sealer and Wax: Types recommended by flooring manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft and are ready to receive Work.
B. Verify concrete floors are dry to a maximum moisture content of 7 percent and exhibit negative alkalinity, carbonization, or dusting.
C. Beginning of installation means acceptance of existing substrate and site conditions.

3.2 PREPARATION

A. Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
B. Apply, trowel, and float filler to leave a smooth, flat, hard surface.
C. Prohibit traffic from area until filler is cured.
D. Vacuum clean substrate.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

3.4 PROTECTION

A. Prohibit traffic on floor finish for 48 hours after installation.

3.5 CLEANING

A. Remove excess adhesive from floor, base, and wall surfaces without damage.
B. Clean, seal, and wax floor and base surfaces in accordance with manufacturer's instructions.

3.6 SCHEDULE

A. Refer to Finish Schedule on Drawing for locations of materials. Patterns and layout, if not shown on Drawings, will be provided by Architect.

END OF SECTION 096500

SECTION 096810 CARPET TILE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:

1. Carpet tile for direct glue-down installation.
2. Carpet accessories.
3. Substrate preparation for carpet and accessories.

B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

1. Section 096500 - Resilient FLOORING for resilient wall base and accessories installed with carpet.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation recommendations for each type of substrate required.

1. Manufacturers' product data for carpet and installation adhesive including printed statement of VOC content.

B. Shop Drawings: Show the following:

1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet.
2. Existing flooring materials to be removed.
3. Existing flooring materials to remain.
4. Carpet type, color, and dye lot.
5. Seam locations, types, and methods.
6. Type of subfloor.
7. Type of installation.
8. Pattern type, repeat size, location, direction, and starting point.
9. Pile direction.
10. Type, color, and location of insets and borders.
11. Type, color, and location of edge, transition, and other accessory strips.
12. Transition details to other flooring materials.

C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

1. Carpet: 12-inch- square Sample.
2. Exposed Edge Stripping and Accessory: 12-inch-long Samples.
3. Carpet Seam: 6-inch Sample.
4. Carpet: 6-inch square manufacturer’s sample with attached critical radiant flux (fire resistance) classification to be used for Section 01700 Contract Closeout.

D. Product Schedule: Use same room and product designations indicated on Drawings and in schedules.

E. Maintenance Data: For carpet to include in maintenance manuals specified in Division 01. Include the following:

1. Methods for maintaining carpet, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
2. Precautions for cleaning materials and methods that could be detrimental to carpet.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.

B. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

1.4 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with CRI 104, Section 5, "Storage and Handling."

1.5 PROJECT CONDITIONS

A. General: Comply with CRI 104, Section 6.1, "Site Conditions; Temperature and Humidity."

B. Environmental Limitations: Do not install carpet until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

C. Do not install carpet over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet manufacturer.

D. Where demountable partitions or other items are indicated for installation on top of carpet, install carpet before installing these items.

1.6 WARRANTY

A. General Warranty: Special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Special Carpet Warranty: Written warranty, signed by carpet manufacturer agreeing to replace carpet that does not comply with requirements or that fails within specified warranty period. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination.

1. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE

A. Products –
1. 24” x 24” Walk Off carpet for vestibule.
   a. Tuff Stuff II Collection, by LEES Carpet

B. VOC Limits: Provide carpet that complies with the following limits for VOC content when tested according to ASTN D 5116:

1. Total VOCs: 0.5 mg/sq. m x h.
2. 4-PC (4-Phenylcyclohexene): 0.05 mg/sq. m x h.
3. Formaldehyde: 0.05 mg/sq. m x h.
4. Styrene: 0.4 mg/sq. m x h.

2.2 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided by or recommended by the carpet manufacturer.

1. Ardex Feather Finish – Rapid Drying Smoothing and Patching Compound or approved equal.

B. Site and Material Preparation

1. The Mohawk Group EnPress PSA pressure sensitive adhesive can be applied over a variety of porous and non- porous surfaces including: steel, Terrazzo, APA approved plywood, and properly prepared concrete.
2. The installation site must be acclimatized with HVAC in operation. The floor and room temperature, as well as flooring materials and adhesive, must be maintained at 65°- 95° F, and the humidity below 65% for 48 hours prior to, during, and after the testing and installation. See carpet manufacturer's installation instructions and CRI 104 Standard.
3. Sub floors must be structurally sound, smooth, dry and free of dust, dirt, wax, paint, grease, curing agents, unapproved sealers, old adhesives and foreign matter.
4. Concrete floors must be fully cured and dry. Calcium Chloride Moisture Test (ASTM F1869) results must not exceed 5.0 pounds, pH must be between 5.0 and 9.0 and In-Situ relative humidity readings (ASTM F2170) must not exceed 90% prior to installation of carpet product.
5. When installing PVC backed flooring over old cutback or broadloom adhesive residue, use Mohawk Group Optiseal as a barrier to help prevent plasticizer migration. Following instructions for use, apply the Optiseal only after existing adhesive is mechanically scraped to a smooth minimum residue. Do not use solvent or liquid adhesive removers.
6. Application:
   a. Thermoplastic Backing: Apply adhesive onto floor with a 3/8" nap roller at a rate of 35 - 40 yd.2/gallon.
   b. Ecoflex (urethane cushion): Apply adhesive with a 1/16" x 1/16" x 1/16" Square notched trowel at a rate of 16 – 22 yd.²/gallon.
   c. PVC Backing: Apply adhesive onto floor with a 3/8" nap roller at a rate of 35 - 40 yd.2/gallon.
7. Keep the roller saturated and wet with adhesive throughout the installation in order to maintain a constant spread rate. Adhesive must be full spread, not grid method. Allow to completely dry until transparent, or does not transfer to finger when touched. Drying time will vary with temperature, humidity and air velocity; however, do not allow adhesive to dry for more than two hours before installing floor covering. Roll with a 75 or 100 pound carpet roller upon completion (depending on the type of floor covering being installed). See floor covering installation recommendations for further instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Verify that substrates and conditions are satisfactory for carpet installation and comply with requirements specified.

B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:

1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by the carpet manufacturer.
2. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.

C. Broom and vacuum clean substrates to be covered immediately before installing carpet. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

A. Direct-Glue-Down Installation: Comply with CRI 104, Section 8, "Direct Glue-Down Installation."

B. Comply with carpet manufacturer's written recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.

C. Do not bridge building expansion joints with carpet.

D. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.

E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.

G. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after installing carpet:

1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
2. Remove yarns that protrude from carpet surface.
3. Vacuum carpet using commercial machine with face-beater element.

B. Protect installed carpet to comply with CRI 104, Section 15, "Protection of Indoor Installations."

C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer.

END OF SECTION 096810

SECTION 099100 PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Surface preparation and field painting of exposed exterior and interior items and surfaces.

1.2 SUBMITTALS

A. Product Data: For each product indicated.
B. Samples: For each type of finish-coat material indicated.

1.3 QUALITY ASSURANCE

A. Samples (Mockups): Provide a full-coat finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5.
1. Wall Surfaces: Provide samples on at least 100 sq. ft.
2. Small Areas and Items: Architect will designate items or areas required.
3. Finals approval of colors will be from samples.

1.4 PROJECT CONDITIONS

A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.5 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
1. Quantity: 5 percent, but not less than 1 gal. or 1 case, as appropriates, of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.
B. Approved Manufacturers:
1. Sherwin-Williams Co.

2.2 PAINT MATERIALS, GENERAL

A. Materials Compatibility: Provide black fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
B. Material Quality: Provide manufacturer's best-quality paint materials of the various coating types specified

that are factory formulated and recommended by manufacturer for application indicated. Paint material containers not displaying manufacturer's product identification will not be acceptable.

C. Colors: As selected from manufacturer's full range.

2.3 PREPARATORY COATS

A. Concrete Unit Masonry Block Filler: High-performance latex block filler of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
B. Exterior Primer: Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
   1. Ferrous-Metal and Aluminum Substrates: Rust-inhibitive metal primer.
   2. Zinc-coated metal substrates: Galvanized metal primer.
   3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.
C. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
   1. Ferrous-Metal Substrates: Quick drying, Rust-inhibitive metal primer.
   2. Zinc-coated metal substrates: Galvanized metal primer.
   3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

2.4 EXTERIOR FINISH COATS

A. Exterior Low-Luster Acrylic Paint:
   1. Sherwin-Williams; A-100 Exterior Latex Satin House & Trim Paint A82 Series.
B. Exterior Semigloss Acrylic Enamel:
   1. Sherwin-Williams; A-100 Latex Gloss A8 Series.
C. Exterior Full-Gloss Acrylic Enamel for Concrete, Masonry, and Wood:
   1. Sherwin-Williams; SuperPaint Exterior High Gloss Latex Enamel A85 Series.
D. Exterior Full-Gloss Acrylic Enamel for Ferrous and Other Metals:
   1. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series.

2.5 INTERIOR FINISH COATS

A. Interior Low-Luster Acrylic Enamel:
   1. Sherwin-Williams; "Super Paint" Acrylic Latex Enamel.
B. Interior Semigloss Acrylic Enamel:
   1. Sherwin-Williams; "Super Paint" Acrylic Latex Enamel.
C. Interior Full-Gloss Acrylic Enamel:
   1. Sherwin-Williams; "Super Paint" Acrylic Latex Enamel.

PART 3 - EXECUTION

3.1 APPLICATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
C. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the items, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instruction for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.
2. Cementations Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
   a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
   b. Prime, Stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
   c. If transparent finish is required, back prime with spar varnish.
   d. Back prime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.
   e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
   a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from stock by mechanical methods.

E. Material Preparation:
   1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
   2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.

F. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
   1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
   2. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
   3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
   4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
   5. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.

G. Sand lightly between each succeeding enamel or varnish coat.

H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
   1. Omit primer over metal surfaces that have been shop primed and touchup painted.
   2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.

I. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to to manufacturer's written instructions.

J. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.

K. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.

L. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

M. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots of unsealed areas in first coat appears, to ensure a finish-coat with no burn-through or other defects due to insufficient sealing.

N. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque

surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

O. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

3.2 CLEANING AND PROTECTING

A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
C. Provide “Wet Paint” signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by other to protect their work.
   1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PCDA P1.

3.3 EXTERIOR PAINT SCHEDULE

A. Ferrous Metal:
   1. Acrylic Finish: Two finish coats over a rust-inhibitive primer.
      a. Primer: Exterior ferrous-metal primer (not required on shop primed items).
      b. Finish Coats: Exterior full-gloss acrylic enamel for ferrous and other metals.
B. Zinc-Coated Metal:
   1. Acrylic Finish: Two finish coats over a galvanized metal primer.
      a. Primer: Exterior galvanized metal primer.
      b. Finish Coats: Exterior full-gloss acrylic enamel for ferrous and other metals.

3.4 INTERIOR PAINT SCHEDULE

A. Concrete Unit Masonry:
   1. Acrylic Finish: Two finish coats over a block filler.
      a. Block Filler: Concrete unit masonry block filler.
      b. Finish Coats: Interior semigloss acrylic enamel.
B. Gypsum Board:
   1. Acrylic Enamel Finish: Two finish coats over a primer.
      a. Primer: Interior gypsum board primer.
      b. Finish Coats: Interior semigloss acrylic enamel.
C. Wood and Hardboard:
   1. Acrylic-Enamel Finish: Two finish coats over a primer.
      a. Primer: Interior wood primer for acrylic-enamel and semigloss alkyd enamel finishes.
      b. Finish Coats: Interior semigloss acrylic enamel.
D. Ferrous Metal:
   1. Acrylic Finish: Two finish coats over a primer.
      a. Primer: Interior ferrous-metal primer.
      b. Finish Coats: Interior semigloss acrylic enamel.
E. Zinc-Coated Metal:
   1. Acrylic Finish: Two finish coats over a primer.
      a. Primer: Interior zinc-coated metal primer.
      b. Finish Coats: Interior semigloss acrylic enamel.

END OF SECTION 099100

SECTION 101000 VISUAL DISPLAY BOARDS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
   1. Enclosed Fabric Bulletin Board

B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
   1. Section 061053 – MISCELLANEOUS GENERAL CARPENTRY for wood blocking.
   2. Section 092900 - GYPSUM BOARD for coordination with wall-mounted units.

1.2 SUBMITTALS

A. Product Data: For each type of bulletin board indicated.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver bulletin boards until building is enclosed and other construction within spaces where boards will be installed is substantially complete and ready for decoration installation. All equipment in this section will need to be secured in a locked room prior to installation.

1.4 COORDINATION

A. Coordinate electrical service and installation of bulletin boards with adjacent construction, including wall framing, partitions and wall boxes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS AND DISTRIBUTORS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include only the following:
   1. Quartet

2.2 BULLETIN BOARDS

A. Quartet UPC 034138236451 Enclosed Fabric Bulletin Board, 4’-0” x 3’-0”, sliding door, graphite frame.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Securely anchor and install bulletin boards to supporting substrate at locations indicated on the drawings to comply with manufacturer's written instructions.

3.2 PROTECTING AND CLEANING

A. After installation, protect all bulletin boards from damage during construction. If damage occurs despite such protection, remove and replace damaged components or entire unit as required to provide units in their original, undamaged condition.

END OF SECTION 101000

SECTION 102600 - DOOR PROTECTION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Furnish kick plates on all flush doors within the Scope of Work. Include all doors which receive new paint. Where both sides of door are included within Project Scope, both sides of door shall receive kick plates.

1.2 SUBMITTALS: Product Data and material Samples.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Extruded Plastic: ASTM D 1784, Class 1, textured, engineered PETG plastic.

1. Impact Resistance: Minimum 25.4 ft-lbf/in. of notch when tested according to ASTM D 256, Test Method A.
2. Flame-Spread Index: 25 or less per ASTM E 84.
3. Smoke-Developed Index: 450 or less per ASTM E 84.

2.2 DOOR PROTECTION

A. Surface-Mounted, Kick / Push Plates: Fabricated from opaque extruded-plastic sheet.

1. Products:
   a. Acrovyn Kick / Push Plates, 4000 Series.
2. Size: 34” wide x 30” high. Height shall be constant where doors are less than 36” wide; width of kick plate shall be 2” less than width of door.
3. Thickness: Minimum 0.060 inch extruded PETG.
4. Color and Texture: As selected from manufacturer’s full range of available options.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install components level, plumb, and true to line without distortions.

END OF SECTION 102600

SECTION 122113 – HORIZONTAL LOUVER BLINDS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals: Product Data and Samples.

B. Product Standard: Unless otherwise indicated, comply with WCMA A 100.1.

PART 2 - PRODUCTS

2.1 HORIZONTAL LOUVER BLINDS

A. Products:

1. Levelor “Custom Real Wood Blinds”.

B. Louver Slats: Real Wood.

C. Slat Width: 2-inches.

D. Headrail: Formed steel or extruded aluminum; long edges returned or rolled; fully enclosing operating mechanisms on three sides and ends.

E. Tilt Operation: Manual with wand.

F. Valance: Manufacturer's standard.

G. Mounting: Outside frame mount.

H. Colors, Textures, Patterns, and Gloss: As selected from manufacturer's full range.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install blinds level, plumb, and located not closer than 1-inch to interior face of glass.

B. Adjust horizontal louver blinds to operate smoothly and easily throughout entire operational range.

END OF SECTION 122113

SECTION 260001 – ELECTRICAL CODES & FEES

PART 1 GENERAL

1.1 DESCRIPTION

A. General: Comply with Codes in accordance with the Contract Documents.

1.2 CODES

A. The electrical installation shall be in compliance with the requirements of O.S.H.A., N.E.C., Local Codes and the rules, regulations and requirements of the power company supplying power to the building.

B. The electrical installation shall comply fully with all county and state laws, ordinances and regulations applicable to electrical installations.

C. All equipment shall be equal to or exceed the minimum requirements of N.E.M.A., I.E.E.E. and U.L.

1.3 FEES

A. All local fees and permits and services of inspection authorizes shall be obtained and paid for by the Contractor. Contractor shall pay for all subcontracted services.

1.4 CERTIFICATE OF INSPECTION

A. Certificate of Inspection and approval shall be procured and paid for by this Contractor for an independent electrical inspection and delivered to the Owner before final payment is made.

END OF SECTION

SECTION 260500 – COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Sleeves for raceways and cables.
2. Sleeve seals.
3. Grout.
4. Common electrical installation requirements.

1.2 SUBMITTALS

A. Product Data: For sleeve seals.

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

2.2 SLEEVE SEALS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
1. 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:
a. Advance Products & Systems, Inc.
b. Calpico, Inc.
c. Metraflex Co.
d. Pipeline Seal and Insulator, Inc.
2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
3. Pressure Plates: Stainless steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.
B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
E. Cut sleeves to length for mounting flush with both surfaces of walls.
F. Extend sleeves installed in floors 2 inches above finished floor level.
G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.
H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
    1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants.".
J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Division 07 Section "Penetration Firestopping."
K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

A. Install to seal exterior wall penetrations.
B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

END OF SECTION

SECTION 260503 – WIRING CONNECTIONS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes electrical connections to equipment.

1.2 REFERENCES

A. National Electrical Manufacturers Association:
   1. NEMA WD 1 - General Requirements for Wiring Devices.
   2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

A. Product Data: Submit wiring device manufacturer’s catalog information showing dimensions, configurations, and construction.

B. Manufacturer's installation instructions.

1.4 CLOSEOUT SUBMITTALS.

A. Project Record Documents: Record actual locations, sizes, and configurations of equipment connections.

1.5 COORDINATION

A. Obtain and review shop drawings, product data, manufacturer’s wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.

B. Determine connection locations and requirements.

C. Sequence rough-in of electrical connections to coordinate with installation of equipment.

D. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.1 CORD AND PLUGS

A. Manufacturers:
   1. Hubbell.
   2. Leviton.
   3. Substitutions: Section 01 60 00 - Product Requirements.

B. Attachment Plug Construction: Conform to NEMA WD 1.

C. Configuration: NEMA WD 6; match receptacle configuration at outlet furnished for equipment.

D. Cord Construction: Type SO extra hard usage multi-conductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.

E. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify equipment is ready for electrical connection, for wiring, and to be energized.

3.2 INSTALLATION

A. Make electrical connections.

B. Make conduit connections to equipment using flexible conduit. Use liquid-tight flexible conduit with watertight connectors in damp or wet locations.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

D. Install receptacle outlet to accommodate connection with attachment plug.

E. Install cord and cap for field-supplied attachment plug.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install terminal block jumpers to complete equipment wiring requirements.

I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

3.3 ADJUSTING

A. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

3.4 EQUIPMENT CONNECTION SCHEDULE

A. As noted on Electrical Schedule Drawings.

END OF SECTION

SECTION 263200 – SPECIAL SYSTEMS

PART 1 - GENERAL

1.1 IP Intercom Stations

A. Manufacture: Basis for Specification is 2N® Helios IP intercoms. Equivalent Manufacturers are acceptable.
   1. General:
      a. Intercom – electronic device providing audio and video communication including access control and security.
      b. Pure IP based solution.
      c. Standalone functionality – intercom shall be able to perform tasks of access control device even without network connection. Intercom shall not require any remote service running on PC server etc. to perform its tasks once it is configured.
      d. Intercom shall be able to adapt time and date settings from public NTP server.
   2. Configuration
      a. Remote configuration using state of the art web interface with online status monitoring.
      b. Remote group configuration and upgrade of all intercoms from one place, including online connection monitoring.
      c. Intercom shall support creating of back up of configuration for later use.
      d. Intercom shall not allow identical numeric codes for different use scenarios
   3. Communication
      a. Two way full duplex audio communication with echo cancellation.
      b. Separately adjustable audio volume level for call, key, error messages, paging.
      c. Intercom shall support adaptive gain control.
      d. Intercom shall be able to be registered to SIP registrar. Outgoing calls shall be performed either by calling on predefined IP address, or using SIP proxy which can be, but not must be, the same as SIP registrar.
      e. Intercom shall support audio communication using G.711 codec.
      f. User as entry in phonebook shall have up to three separate numbers which can be dialed in sequence or as ring group.
      g. Device, which is called from intercom, can be identified as extension number or direct IP address. Combinations of all options shall be supported in phonebook entry.
      h. Intercom shall be interoperable/certified with major brands of PBX and gateways manufacturers.
      i. Administrator shall be able to remotely reboot the intercom as well as trigger factory reset.
   4. Access control
      a. User of remote station, such as IP telephone, must be able to control the electrical output of the intercom using DTMF codes from keypad of his device.
      b. Intercom shall be able to log events such as codes, phone calls, RFID cards etc., and provide them using HTTP/XML interface for monitoring. Administrator shall be able to set whether the particular messages are sent by the intercom immediately after any event occurs, or if the client registers for event logging and then asks for full report since last registration, all events at once. Client shall be able to select which messages are reported from event log.
      c. Each user can have unique access code for each of electric outputs of the intercom.

5. Network security
   a. Configuration of the intercom should be secured using HTTPS protocol.
   b. Intercom shall be able to operate in DHCP on or static IP address mode
   c. Intercom shall require the administrator to change default password for a new one. Intercom refuses password which is not long and complicated enough.
   d. Intercom shall be resistant against dictionary attacks by blocking of the login page for 30 seconds after three faulty passwords were submitted.
6. Physical security
   a. Intercom shall control the door lock in a way which cannot be surpassed when attacker gains access to cabling from the intercom, or gets inside the intercom.
7. Additional Standards
   a. Signaling protocol
      1) SIP 2.0 (RFC - 3261)
   b. Buttons
      1) Quick dial buttons
      2) Transparent, white backlit buttons with easily replaceable name tags
         a) Number of buttons 1 to 146
      3) Numeric keypad optional
   c. Audio
      1) Microphone 1 integrated microphones
      2) Loudspeaker 2W
   d. Audio stream Codecs G.711, G.729
   e. Camera
      1) Resolution – JPEG 1280 x 960 px
      2) Resolution – video call 640 x 480 px
      3) View angle 120° (H), 90° (V), 145° (D)
      4) IR Night Vision
   f. Video stream
      1) Codecs H.263+, H.263, H.264, MJPEG, MPEG-4
   g. RFID card reader
      1) Supported cards
         a) Mifare Classic 1k & 4k
         b) DESFire EV1
         c) Mini, Plus S&X
         d) SmartMX, Ultralight
         e) Ultralight C
         f) SLE44R35
         g) My-d move (SLE66Rxx)
         h) PayPass,
         i) Legic Advant Calypso,
         j) CEPAS
         k) Moneo
         l) PicoPass
         m) HID iCLASS
   h. Interface
      1) Power Supply12V±15%/2A DC
      2) PoE 802.3af (Class 0 - 12.95W)
      3) LAN 10/100BASE-TX with Auto-MDIX, RJ-45
      4) Relay outputs NC/NO contacts, max 30V/1A AC/DC
      5) Active output 8V – 12V DC/400mA
   i. Dimensions

1) Wall-mounted 1 module 107x130x28 mm
2) Wall-mounted 2 modules 107x234x28 mm
3) Wall-mounted 3 modules 107x361x28 mm
4) In-wall 1 module 130x153x5 mm
5) In-wall 2 modules 130x257x5 mm
6) In-wall 3 modules 130x361x5 mm

j. Extended Modules
1) Keypad
2) 5 Button
3) Info Panel
4) Blind Module
5) RFID Reader Module
6) Tamper Switch
7) Wiegand Module
8) I/Module

k. Frames
1) Flush and Surface Installation
a) 1 Module
b) 2 Module
c) 3 Module

l. Boxes
1) Flush Installation
a) 1 Module
b) 2 Module
c) 3 Module

m. Additional Accessories
1) IP Relay
2) USB RFID Reader
3) RFID Reader
4) RFID FOB
5) RFID Card EM4100
6) RFID Card Mifare
7) Door Contact
8) 2Wire Convertor
9) Request to Exit
10) Extension Cable

B. Manufacture: 2N® Helios IP Force or Equal
1. General
a. Intercom shall be compact unit, anti-vandal design with protecting frame and black surface.
2. Mechanical requirements
a. Robust construction and easy to install.
b. Two separate microphones for back up and noise cancellation.
c. Backlit, easy to exchange nametags which are push buttons at the same time.
d. Mechanical keypad for entering of phonebook positions, phone numbers, entering of access codes, or triggering special functions.
e. Camera shall be hidden and protected by the chassis of the intercom.
f. Intercom shall be equipped with tamper switch which enables connection of a separate wiring to alarm system. Opening, removing or disconnecting of the intercom shall be recognizable even if the intercom is out of operation. Intercom

shall be able to react on tamper switch activation with sound alarm, call triggering, sending of an email and sending of HTTP message.

3. Configuration
   a. Intercom shall support auto provisioning / triggered or automatic prescheduled updates and upgrades.
   b. Intercom shall support DHCP option 66 function to obtain auto provisioning server address.
   c. Automatic upgrade of firmware or update of configuration shall support TFTP or HTTP protocol.
   d. Specific configuration file for particular unit, model, or general shall be supported.
4. Communication
   a. Audio and video communication.
   b. Audio communication using G.711 or G.729 codecs.
   c. Following Ethernet protocols have to be supported DHCP, HTTP, HTTPS, TFTP, SMTP, 802.1x, NTP, RTP, RTSP, ONVIF, Syslog
   d. Intercom shall be able to send pictures separately from audio to 2N® Helios IP Eye application.
   e. Audible and visible information for user about current status of the intercom using pictograms and human voice instructions.
   f. Separate visible indicator of armed or alarm status.
   g. Intercom shall be interoperable with public announcement systems as both destination of announcement as well as source of announcement.
      1) Intercom shall support multicast audio dissemination, both as source and destination.
   h. Group of intercoms shall be able to perform basic public announcement tasks.
   i. On predefined situations, intercom shall be able to send an email with pictures from camera and predefined message text. Intercom shall be able to address every user in phonebook, or use a default general email address.
   j. Intercom shall be able to address 1999 separate users, three numbers for each user.
5. Access control
   a. Intercom shall be able to provide access control according to identification of visitors by numeric code entered on keypad, RFID card swiped at card reader or combination of both (Double verification).
   b. Intercom shall be able to detect door opening and trigger an alarm when the door has been opened unauthorized, or if the door is left open for too long.
   c. Intercom shall be able to communicate with external access control system using Wiegand interface or HTTP messages.
   d. Electrical outputs shall be remotely operable by external access control system.
   e. Intercom shall support connection of “Push to exit” button.
   f. Electrical outputs shall be either opened for predefined time, or closed manually.
   g. Ten anonymous visitor cards shall be supported.
   h. Each user of intercom included in phonebook shall have at least one access RFID card.
6. Network security
   a. Intercom shall be able to use user certificates to encrypt communication.
   b. Intercom shall support 802.1x for network authentication.
7. Physical security
   a. Particular intercoms in the network shall be able to intercommunicate and perform group actions such as emergency lockdown, door release, disabling of access cards.

b. Intercom shall be ONVIF profile S certified to provide proper interoperability with video monitoring and recording systems. Streaming of the video from the intercom shall not interfere with other operation of the unit. Up to four independent clients shall be able to be accommodated.
c. Intercom shall be able to test proper operation of its speaker and microphone and inform about result of such test. Test shall be manually triggered, or prescheduled.
d. Intercom shall be able to block predefined actions, such as user accessibility, RFID card or access code functionality to specific time on a weekly basis.

8. Additional Requirements
   a. Power Supply
      1) 802.3af (PoE) 48 V / 380 mA DC/Adaptor 230 V10%,
      2) 50/60 Hz / 12V DC
      3) DC power supply 12 V / 2A DC
   b. VoIP
      1) Signalization SIP
   c. Number of voice channels
      1) 2
   d. Audio Codecs
      1) G.711, G.729
   e. Video Codecs
      1) H.264, 64 – 2048 kbit/s
      2) H.263
      3) H.263+
   f. Interfaces
      1) Ethernet
         a) Connector RJ-45
         b) Ethernet speed 10/100 BASE-T
   g. Relay outputs
      1) Maximal voltage 30 V DC
      2) Maximal current 1 A DC
   h. Active output 9V – 13V DC/700m
   i. Audio & Video
      1) Audio
      2) 2 integrated microphones
      3) 10W D-Class amplifier
      4) Full duplex (AEC)
   j. Video
      1) Camera 640 (H) x 480 (V)
      2) View angle 135° (H), 109° (V)
      3) IR Night Vision
   k. Dimensions
      1) 217x109x83 mm (H x W x D)
      2) 242x136x83 mm (H x W x D) with a frame
   l. Weight max. 2000 g
   m. Operating temperatures from –40 to +55 ºC
   n. Cover level IP65, selected models IP69k
   o. Mounting Boxes
      1) Flush Mount Box
      2) Plaster Mount
   p. RFID card reader
      1) Supported cards

a) Mifare Classic 1k & 4k
b) DESFire EV1
c) Mini, Plus S&X
d) SmartMX, Ultralight
e) Ultralight C
f) SLE44R35
g) My-d move (SLE66Rxx)
h) PayPass,
i) Legic Advant Calypso,

9. Additional Accessories
   a. 2N®Helios IP Security Relay
   b. 2N®Helios IP Network Scanner
   c. 2N®Helios IP Manager
   d. 2N®Helios IP Mobile
   e. 2Wire convertor

C. Manufacture: 2N® Helios IP Safety or Equal
   1. General
      a. Intercom shall be compact unit, ant vandal design with protecting frame and orange surface.
   2. Mechanical requirements
      a. Robust construction and easy to install.
      b. No accessories for outdoor use shall be necessary.
      c. Coverage rating IP69K.
      d. Loudspeaker amplifier power 10W.
      e. Two separate microphones for back up and noise cancellation.
      f. Flush installation less than 10mm above surface.
      g. Blue backlit round button.
      h. Intercom shall be equipped with tamper switch which enables connection of a separate wiring to alarm system. Opening, removing or disconnecting of the intercom shall be recognizable even if the intercom is out of operation. Intercom shall be able to react on tamper switch activation with sound alarm, call triggering, sending of an email and sending of HTTP message.
   3. Configuration
      a. Intercom shall support auto provisioning / triggered or automatic prescheduled updates and upgrades.
      b. Intercom shall support DHCP option 66 function to obtain auto provisioning server address.
      c. Automatic upgrade of firmware or update of configuration shall support TFTP or HTTP protocol.
      d. Specific configuration file for particular unit, model, or general shall be supported.
   4. Communication
      a. Following Ethernet protocols have to be supported DHCP, HTTP, HTTPS, TFTP, SMTP, 802.1x, NTP, RTP, RTSP, ONVIF, Syslog
      b. Audible information for user about current status of the intercom using human voice instructions.
      c. Intercom shall be interoperable with public announcement systems as both destination of announcement as well as source of announcement.
      d. Intercom shall support multicast audio dissemination, both as source and destination.
      e. Group of intercoms shall be able to perform basic public announcement tasks.

f. On predefined situations, intercom shall be able to send an email with pictures from camera and predefined message text. Intercom shall be able to address every user in phonebook, or use a default general email address.
g. Intercom shall be able to address 1999 separate users, three numbers for each user.

5. Access control
   a. Intercom shall be able to detect door opening and trigger an alarm when the door has been opened unauthorized, or if the door is left open for too long.
   b. Intercom shall be able to communicate with external access control system using Wiegand interface or HTTP messages.
   c. Electrical outputs shall be remotely operable by external access control system.
   d. Intercom shall support connection of “Push to exit” button.
   e. Electrical outputs shall be either opened for predefined time, or closed manually.
6. Network security
   a. Intercom shall be able to use user certificates to encrypt communication.
   b. Intercom shall support 802.1x for network authentication.
7. Physical security
   a. Particular intercoms in the network shall be able to intercommunicate and perform group actions such as emergency lockdown, door release, disabling of access cards.
   b. Intercom shall be able to test proper operation of its speaker and microphone and inform about result of such test. Test shall be manually triggered, or prescheduled.
   c. Intercom shall be able to block predefined actions, such as user accessibility or access code functionality to specific time on a weekly basis.
8. Additional Requirements
   a. Power Supply
      1) 802.3af (PoE) 48 V / 380 mA DC/Adaptor 230 V10%,
      2) 50/60 Hz / 12V DC
      3) DC power supply 12 V / 2A DC
   b. VoIP
      1) Signalization SIP
   c. Number of voice channels
      1) 2
   d. Audio Codecs
      1) G.711, G.729
   e. Video Codecs
      1) H.264, 64 – 2048 kbit/s
      2) H.263
      3) H.263+
   f. Interfaces
      1) Ethernet
         a) Connector RJ-45
         b) Ethernet speed 10/100 BASE-T
   g. Relay outputs
      1) Maximal voltage 30 V DC
      2) Maximal current 1 A DC
   h. Active output 9V – 13V DC/700m
   i. Audio
      1) 2 integrated microphones
      2) 10W D-Class amplifier
      3) Full duplex (AEC)

j. Dimensions
   1) 217x109x83 mm (H x W x D)
   2) 242x136x83 mm (H x W x D) with a frame
k. Weight max. 2000 g
l. Operating temperatures from –40 to +55 ºC
m. Cover level IP65, selected models IP69
n. Mounting Boxes
   1) Flush Mount Box
   2) Plaster Mount
   3) Frame

9. Additional Accessories
   a. 2N®Helios IP Security Relay
   b. 2N®Helios IP Network Scanner
   c. 2N®Helios IP Manager
   d. 2N®Helios IP Mobile
   e. 2Wire convertor

D. Manufacture: 2N® Helios Uni or Equal
1. General
   a. Intercom shall be compact unit, ant vandal design with protecting frame and stainless steel design.
2. Mechanical requirements
   a. Robust construction and easy to install.
   b. Flush installation less than 10mm above surface.
   c. Easy to exchange backlit nametags which also serve as push buttons.
   d. Intercom shall be equipped with tamper switch which enables connection of a separate wiring to alarm system. Opening, removing or disconnecting of the intercom shall be recognizable even if the intercom is out of operation.
3. Communication
   a. Audio communication using G.711 codecs.
   b. Following Ethernet protocols have to be supported DHCP, HTTP, HTTPS, NTP, RTP, Syslog
   c. Visual information for user about current status of the intercom using pictograms.
   d. Intercom shall be interoperable with public announcement systems as both destination of announcement as well as source of announcement.
   e. Intercom shall support multicast audio dissemination, both as source and destination.
   f. Intercom shall be able to address 2 separate users, three numbers for each user.
4. Access control
   a. One independent electric outputs for door lock etc., either active 10V DC or NO/NC relay up to 30V@1A AC/DC.
   b. Electrical outputs shall be remotely operable by external access control system.
   c. Electrical outputs shall be either opened for predefined time, or closed manually.
5. Physical security
   a. Intercom shall be able to block predefined actions, such as user accessibility or access code functionality to specific time on a weekly basis.
6. Additional Requirements
   a. Power supply
      1) 802.3af (PoE) 48 V / 380 mA DC or Adapter
      2) 230 V ± 10%, 50/60 Hz / 12V DC
      3) DC power supply 12 V / 2A DC

b. Signaling protocol
   1) SIP
c. Number of voice channels 2
d. Audio codices G.711 PCM, 64 kbps

7. Additional Accessories
   a. 2N®Helios IP Security Relay
   b. 2N®Helios IP Network Scanner
   c. 2N®Helios IP Manager
   d. 2N®Helios IP Mobile
   e. 2Wire convertor

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 263200

SECTION 265100 - INTERIOR LUMINAIRES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes interior luminaires, lamps, ballasts, and accessories.

1.2 REFERENCES

A. American National Standards Institute:

1. ANSI C82.1 - American National Standard for Lamp Ballast-Line Frequency Fluorescent Lamp Ballast.

2. ANSI C78.377: Specifications for the Chromaticity of Solid State Lighting Products

1.3 SUBMITTALS

A. Shop Drawings: Indicate dimensions and components for each luminaire not standard product of manufacturer. Indicate lamp type, lumens and cri for each luminaire. Indicate ballast type and factor on each luminaire.

B. Product Data: Submit dimensions, ratings, and performance data.

C. Samples: Submit two color chips 3 x 3 inch in size illustrating luminaire finish color where indicated in luminaire schedule.

D. Submit on each lamp and ballast type. Include pertinent information per luminaire schedule and manufacturer.

E. Submit **COLOR** catalog cuts of luminaries, black and white catalog cuts will be rejected.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store and handle products in accordance with Division 1.

1.6 COORDINATION

A. Coordinate project in accordance with Division 1.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 MAINTENANCE MATERIALS

A. Division 1 - Execution Requirements: Spare parts and maintenance products.

B. Furnish two of each plastic lens type.

C. Furnish 10% spare replacement lamps for each lamp installed.

D. Furnish two of each ballast type.

PART 2 PRODUCTS

2.1 INTERIOR LUMINAIRES

A. Product Description: Complete interior luminaire assemblies, with features, options, and accessories as scheduled.

2.2 FLUORESCENT BALLASTS

A. Manufacturers:

1. Osram/Sylvania.
2. Universal.
3. Advance.
4. General Electric.

B. Product Description: Fluorescent ballast shall be programmed rapid start and wired for parallel configuration. Provide ballast factor of 1.0, Sound Rating A

C. Provide for all fluorescent luminaires.

2.3 FLUORESCENT LAMPS

A. Manufacturers:

1. Osram/Sylvania.
2. General Electric Co.
3. Phillips.
4. Substitutions: Division 1 - Product Requirements.

B. Lamps shall be 4100K with 85CRI.

2.4 LED

A. Manufacturers:

1. Osram/Sylvania.
2. General Electric Co.
3. Phillips.
4. Substitutions: Division 1 - Product Requirements.

B. Driver: Solid state electric, constant current. Provide less than 10% THD.

C. Light module: Color shall be 4100K with 80+CRI.

2.5 PAINT

A. All luminaries shall be painted after fabrication.

PART 3 EXECUTION

3.1 EXISTING WORK

A. Not used.

3.2 INSTALLATION

A. Install suspended luminaires using pendants supported from swivel hangers. Install pendant length required to suspend luminaire at indicated height.

B. Support luminaires larger than 2 x 4 foot size independent of ceiling framing.

C. Locate recessed ceiling luminaires in locations as indicated on Drawings and in coordination with Architect.

D. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement.

E. Install recessed luminaires to permit removal from below.

F. Install clips to secure recessed grid-supported luminaires in place.

G. Install accessories furnished with each luminaire.

H. Connect luminaires to branch circuit outlets using flexible conduit.

I. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.

J. Install specified lamps in each luminaire.

K. Ground and bond interior luminaires.

3.3 FIELD QUALITY CONTROL

A. Division 1 - Quality Requirements: Testing and inspection services, - Starting and Adjusting: Testing, adjusting, and balancing.

B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.4 ADJUSTING

A. Division 1 - Execution Requirements: Testing, adjusting, and balancing.

B. Aim and adjust luminaires as indicated on Drawings.

C. Insure motion sensors operate luminaires properly. Adjust or relocate sensors per manufacturer's recommendations.

3.5 CLEANING

A. Division 1 - Execution Requirements: Final cleaning.

B. Remove dirt, debris and fingerprints from reflectors and enclosures.

C. Clean photometric control surfaces as recommended by manufacturer.

D. Clean finishes and touch up damage.

3.6 PROTECTION OF FINISHED WORK

A. Division 1 - Execution Requirements: Protecting finished work.

B. Relamp luminaires having failed lamps at Substantial Completion.

3.7 SCHEDULES

A. As indicated on Drawings.

END OF SECTION

CARRICK REGENCY COMPREHENSIVE MODERNIZATION

HACP TASK ORDER #50

2129 BROWNSVILLE ROAD
ALLEGHENY COUNTY
PITTSBURGH, PENNSYLVANIA 15210

1628	■	JANUARY 12, 2018	■	FOR CONSTRUCTION
1628	■	MARCH 06, 2018	■	FOR CONSTRUCTION (REVISED)

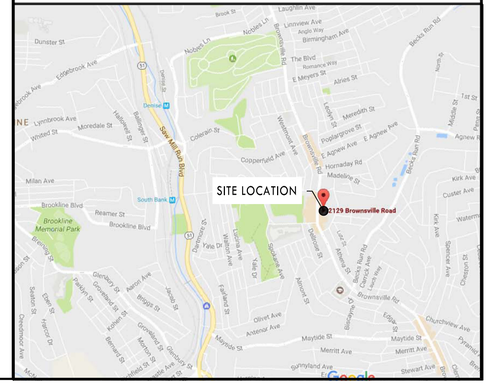
GERARD
ASSOCIATES ARCHITECTS

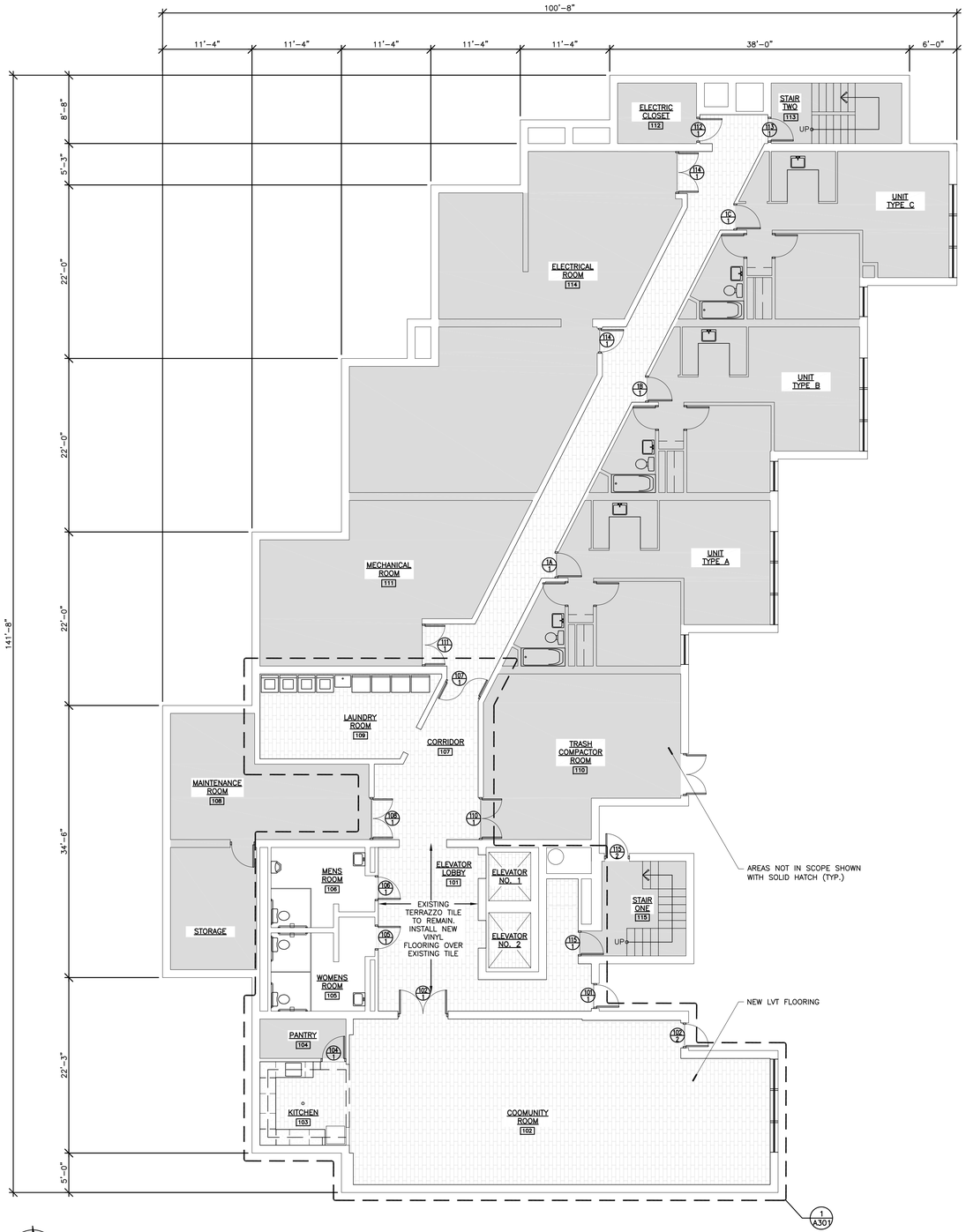
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING LIST

NO.	DRAWING NAME	CURRENT
ARCHITECTURAL		
A-101	FLOOR PLANS	03/06/18
A-102	FLOOR PLANS	03/06/18
A-103	FLOOR PLANS	03/06/18
A-104	ROOF PLAN	03/06/18
A-201	BUILDING ELEVATIONS	03/06/18
A-202	BUILDING ELEVATIONS	03/06/18
A-203	BUILDING ELEVATIONS	03/06/18
A-204	BUILDING ELEVATIONS	03/06/18
A-301	ENLARGED FLOOR PLANS	03/06/18
A-302	ENLARGED FLOOR PLANS	03/06/18
A-303	INTERIOR ELEVATIONS & DETAILS	03/06/18
A-401	REFLECTED CEILING PLANS	03/06/18
A-402	REFLECTED CEILING PLANS	03/06/18
A-403	REFLECTED CEILING PLANS	03/06/18
A-601	FINISH SCHEDULE	03/06/18
ELECTRICAL		
E-101	LEVEL 1 ELECTRICAL PLAN	03/06/18
E-102	LEVEL 2 ELECTRICAL PLAN	03/06/18

SITE LOCATION MAP



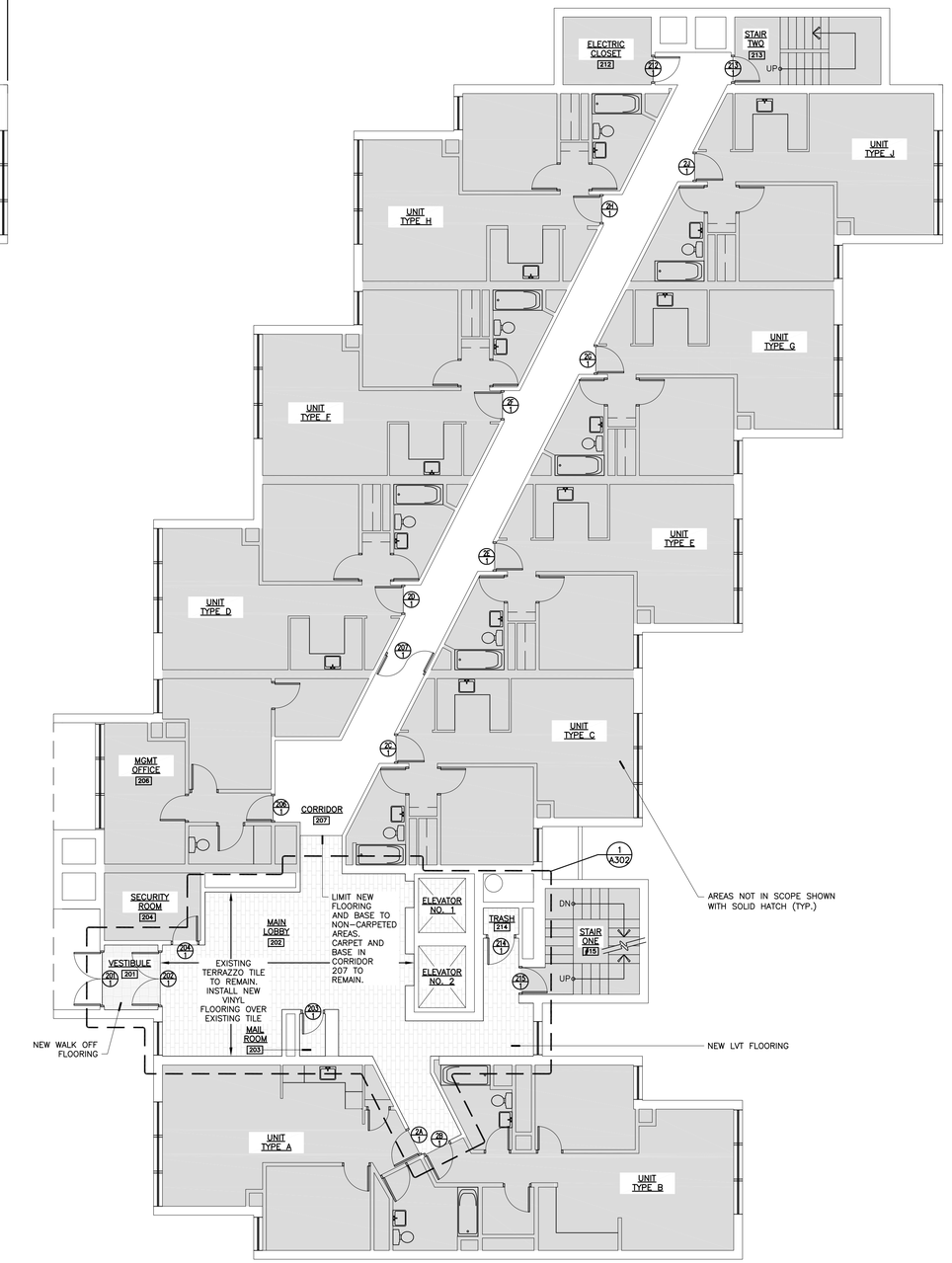


LEVEL 1/BASEMENT FLOOR PLAN

SCALE: 1/8" = 1'-0"

LEVEL 1 GENERAL NOTES

1) AREAS WITHIN SCOPE OF WORK TO RECEIVE NEW FINISHES INCLUDING, BUT NOT LIMITED TO, FLOORING, BASE, AND PAINT, UNLESS NOTED OTHERWISE. DEMOLISH EXISTING FINISHES IN THESE AREAS AND PREPARE SURFACES TO RECEIVE NEW WORK. WHERE EXISTING FLOORING IS TERRAZZO TILE, TILE IS TO REMAIN. INSTALL NEW VINYL FLOORING OVER EXISTING TILE.
2) REFER TO ENLARGED PLANS FOR ADDITIONAL SCOPE INFORMATION.
3) NO WORK INSIDE AREAS DESIGNATED WITH A SOLID HATCH, INCLUDING RESIDENTIAL UNITS.



LEVEL 2/GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

LEVEL 2 GENERAL NOTES

1) AREAS WITHIN SCOPE OF WORK TO RECEIVE NEW FINISHES, INCLUDING, BUT NOT LIMITED TO, FLOORING, BASE AND PAINT, UNLESS NOTED OTHERWISE. DEMOLISH EXISTING FINISHES IN THESE AREAS AND PREPARE SURFACES TO RECEIVE NEW WORK. WHERE EXISTING FLOORING IS TERRAZZO TILE, TILE IS TO REMAIN. INSTALL NEW VINYL FLOORING OVER EXISTING TILE.
2) REFER TO ENLARGED PLANS FOR ADDITIONAL SCOPE INFORMATION.
3) NO WORK INSIDE DESIGNATED WITH A SOLID HATCH, INCLUDING RESIDENTIAL UNITS.

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ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE CHECKED AND VERIFIED BY THE CONTRACTOR AT THE SITE.

REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50 CARRICK REGENCY

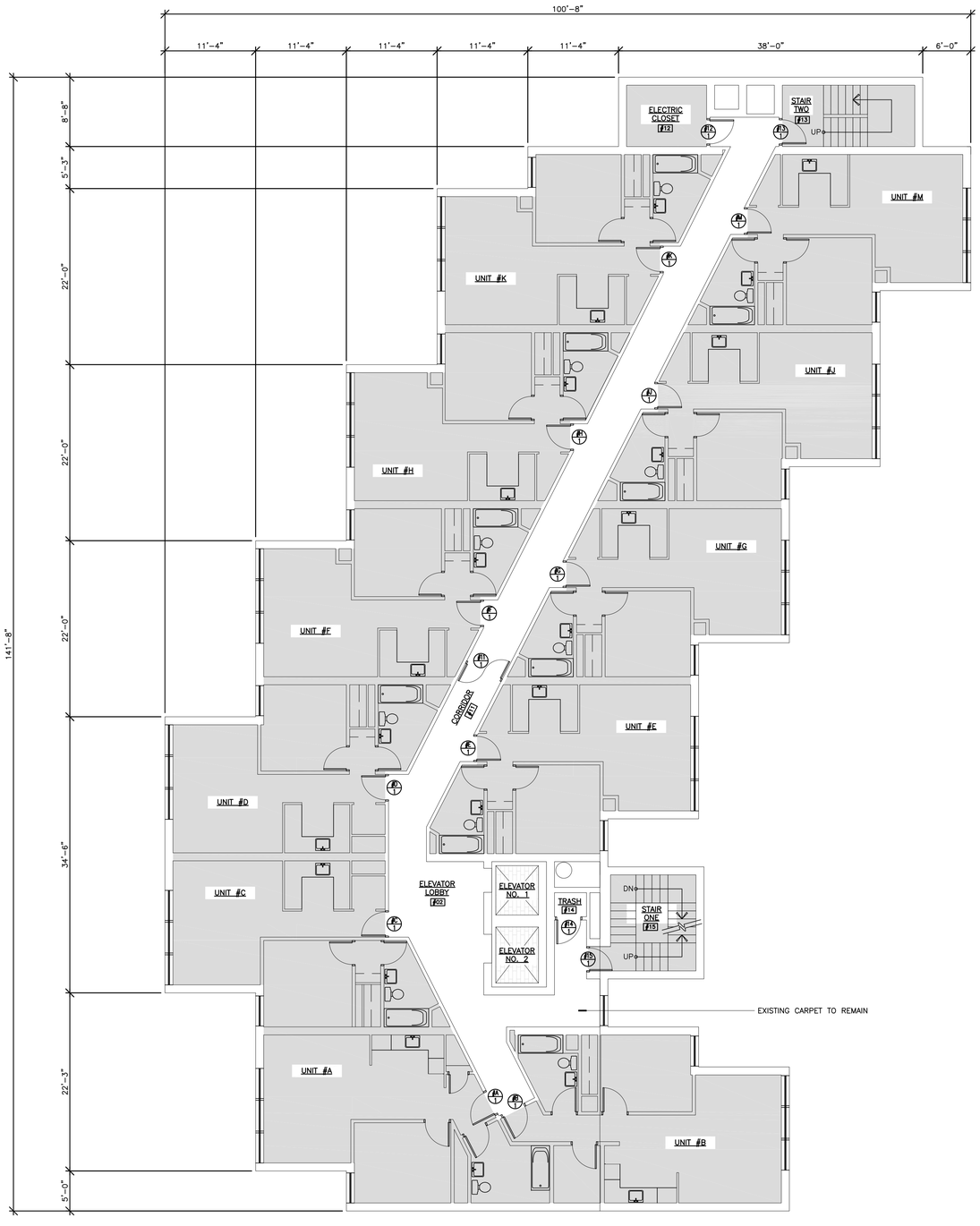
2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

GERARD ASSOCIATES ARCHITECTS
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME

FLOOR PLANS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-101
ISSUE DATE 03/06/18		

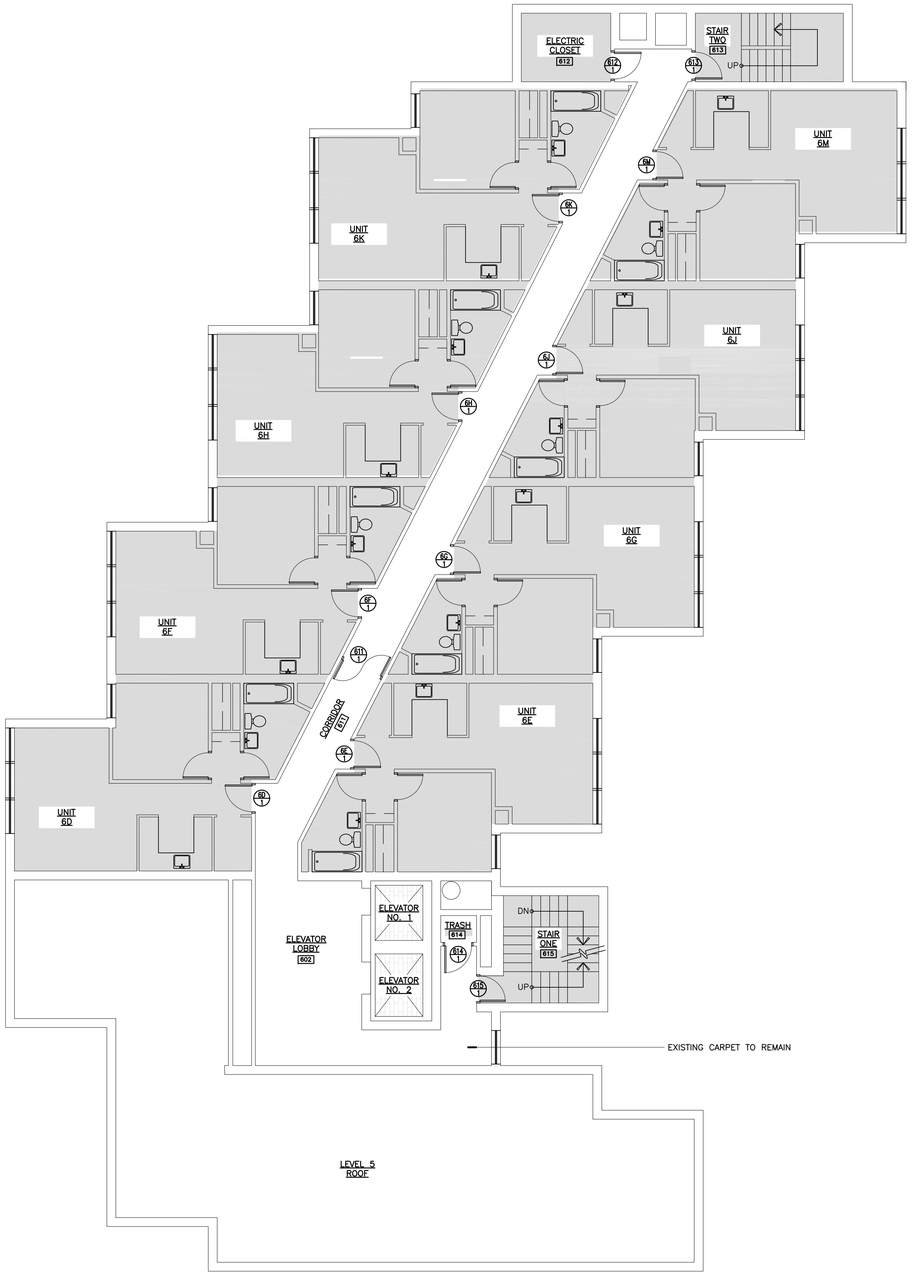


LEVEL 3–5 FLOOR PLAN

SCALE: 1/8" = 1'-0"

LEVELS 3–5 GENERAL NOTES

1) ELEVATOR LOBBY #02, CORRIDOR #11, AND TRASH ROOM #14 ARE TO RECEIVE NEW WALL FINISHES INCLUDING, BUT NOT LIMITED TO, PAINT. PREPARE ALL SURFACES TO RECEIVE NEW WORK.
2) NO WORK INSIDE AREAS DESIGNATED WITH A SOLID HATCH, INCLUDING RESIDENTIAL UNITS.



LEVEL 6 FLOOR PLAN

SCALE: 1/8" = 1'-0"

LEVEL 6 GENERAL NOTES

1) ELEVATOR LOBBY 602, CORRIDOR 611, AND TRASH ROOM 614 ARE TO RECEIVE NEW FINISHES INCLUDING, BUT NOT LIMITED TO, PAINT. PREPARE ALL SURFACES TO RECEIVE NEW WORK.
2) NO WORK INSIDE AREAS DESIGNATED WITH A SOLID HATCH, INCLUDING RESIDENTIAL UNITS.

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50
CARRICK REGENCY

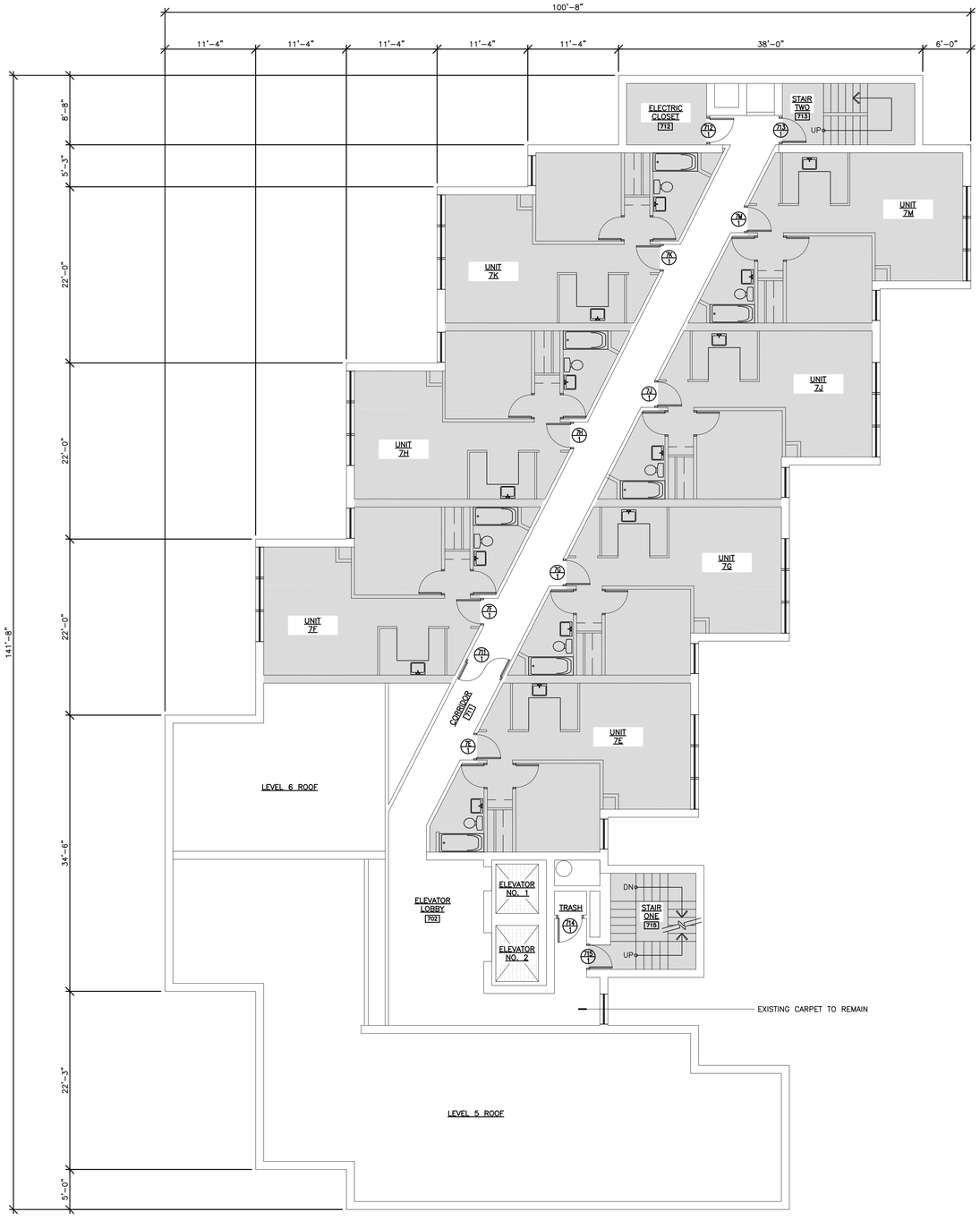
2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

GERARD ASSOCIATES ARCHITECTS
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME

FLOOR PLANS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-102
ISSUE DATE 03/06/18		

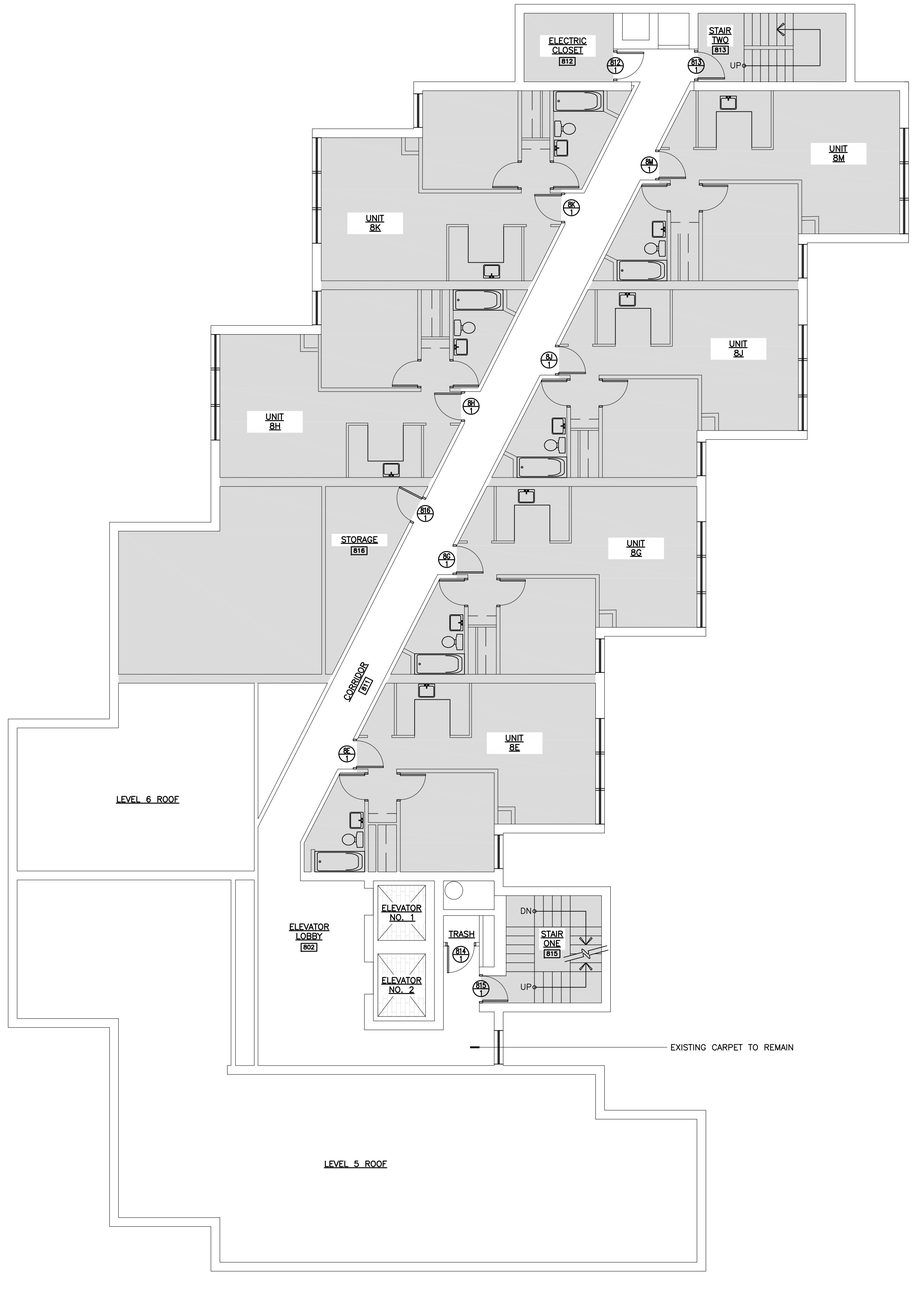


LEVEL 7 FLOOR PLAN

SCALE: 1/8" = 1'–0"

GENERAL NOTES

1) ELEVATOR LOBBY 702, CORRIDOR 711, AND TRASH ROOM 714 ARE TO RECEIVE NEW WALL FINISHES INCLUDING, BUT NOT LIMITED TO, PAINT. PREPARE ALL SURFACES TO RECEIVE NEW WORK.
2) NO WORK INSIDE AREAS DESIGNATED WITH A SOLID HATCH, INCLUDING RESIDENTIAL UNITS.



LEVEL 8 FLOOR PLAN

SCALE: 1/8" = 1'–0"

GENERAL NOTES

1) ELEVATOR LOBBY 802, CORRIDOR 811, AND TRASH ROOM 814 ARE TO RECEIVE NEW FINISHES INCLUDING, BUT NOT LIMITED TO, PAINT. PREPARE ALL SURFACES TO RECEIVE NEW WORK.
2) NO WORK INSIDE AREAS DESIGNATED WITH A SOLID HATCH, INCLUDING RESIDENTIAL UNITS.

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

REGISTERED ARCHITECT PENNSYLVANIA

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50
CARRICK REGENCY

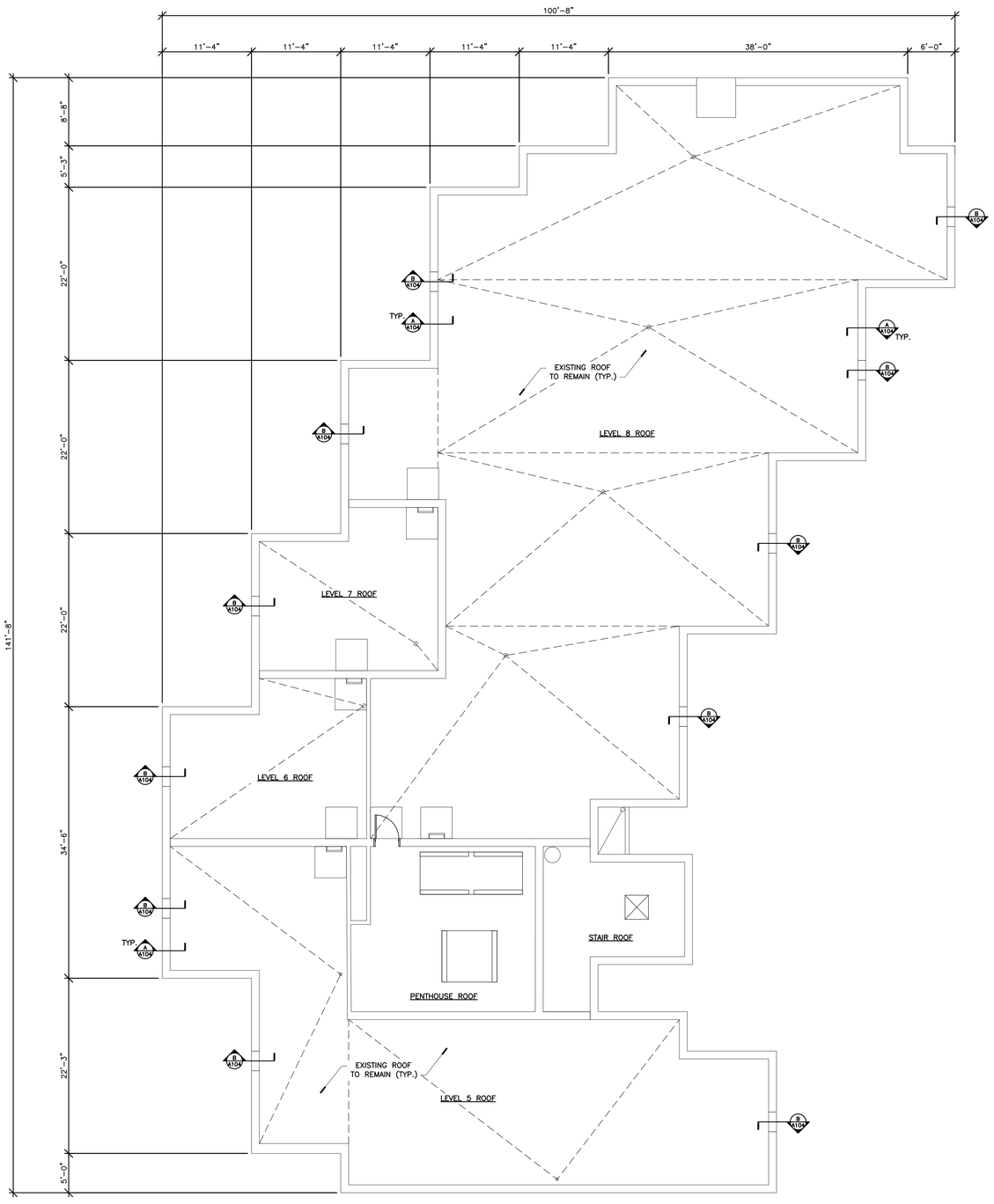
2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

GERARD
ASSOCIATES ARCHITECTS
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME

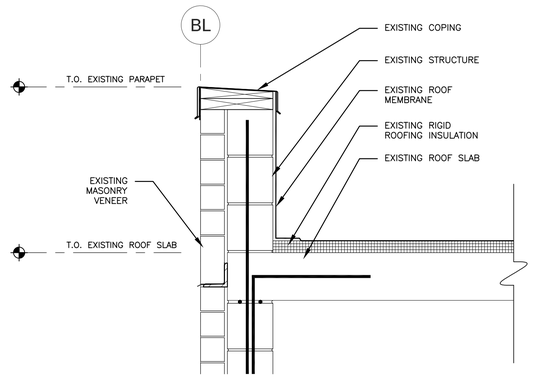
FLOOR PLANS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-103
ISSUE DATE 03/06/18		



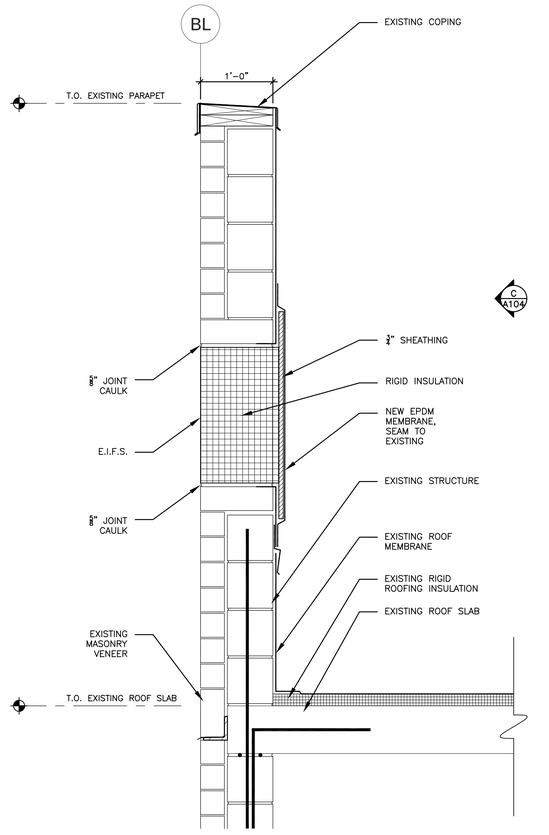
ROOF PLAN

SCALE: 1/8" = 1'-0"



DETAIL TYP. PARAPET (FOR REFERENCE ONLY) A A104

SCALE: 1" = 1'-0"



DETAIL TYP. PARAPET (FOR REFERENCE ONLY) B A104

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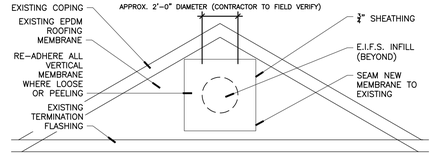

DETAIL PARAPET ELEVATION C A104

NOT TO SCALE

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50 CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

GERARD ASSOCIATES ARCHITECTS
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME

ROOF PLAN

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-104
ISSUE DATE 03/06/18		

WEST ELEVATION

SCALE: 3/16" = 1'-0"

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ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE CHECKED AND VERIFIED BY THE CONTRACTOR AT THE SITE.

REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50
CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

GERARD
ASSOCIATES ARCHITECTS
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PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME

BUILDING ELEVATIONS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-201
ISSUE DATE 03/06/18		

EAST ELEVATION

SCALE: 3/16" = 1'-0"

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

REGISTERED ARCHITECT PENNSYLVANIA

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50
CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

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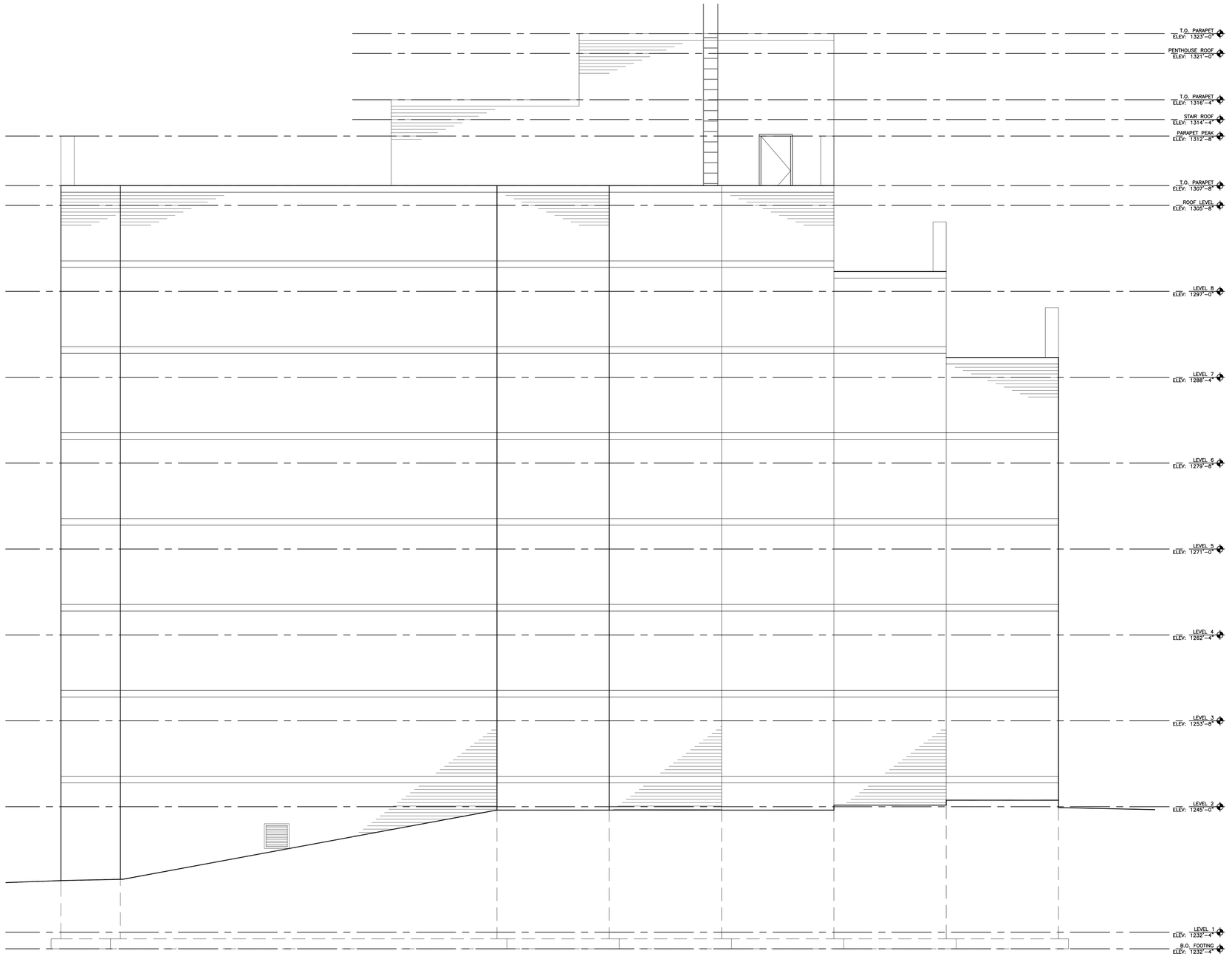
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME

BUILDING ELEVATIONS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-202
ISSUE DATE 03/06/18		



NORTH ELEVATION

SCALE: 3/16" = 1'-0"

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50
CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

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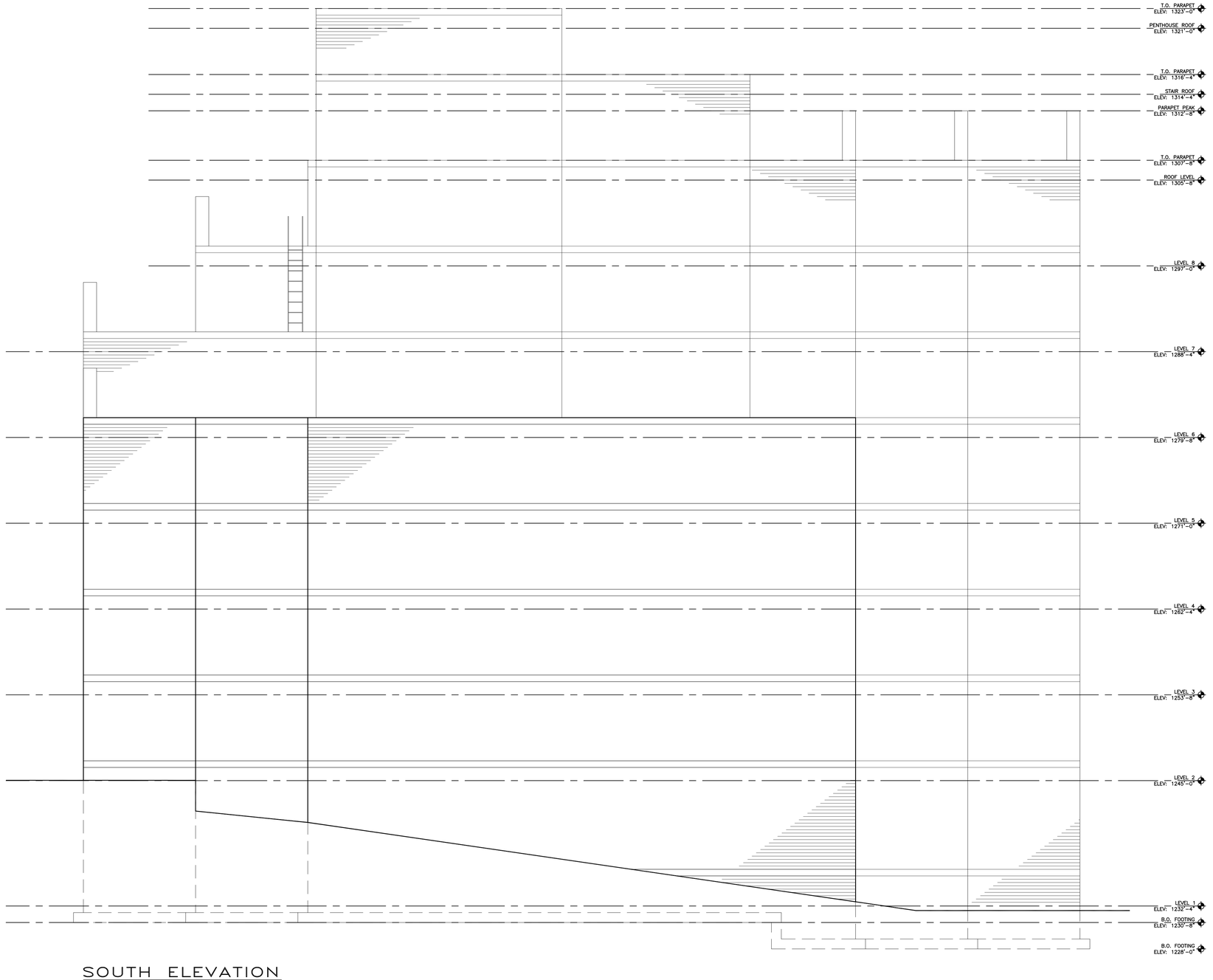
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME

BUILDING ELEVATIONS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-203
ISSUE DATE 03/06/18		



SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50
CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

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ASSOCIATES ARCHITECTS
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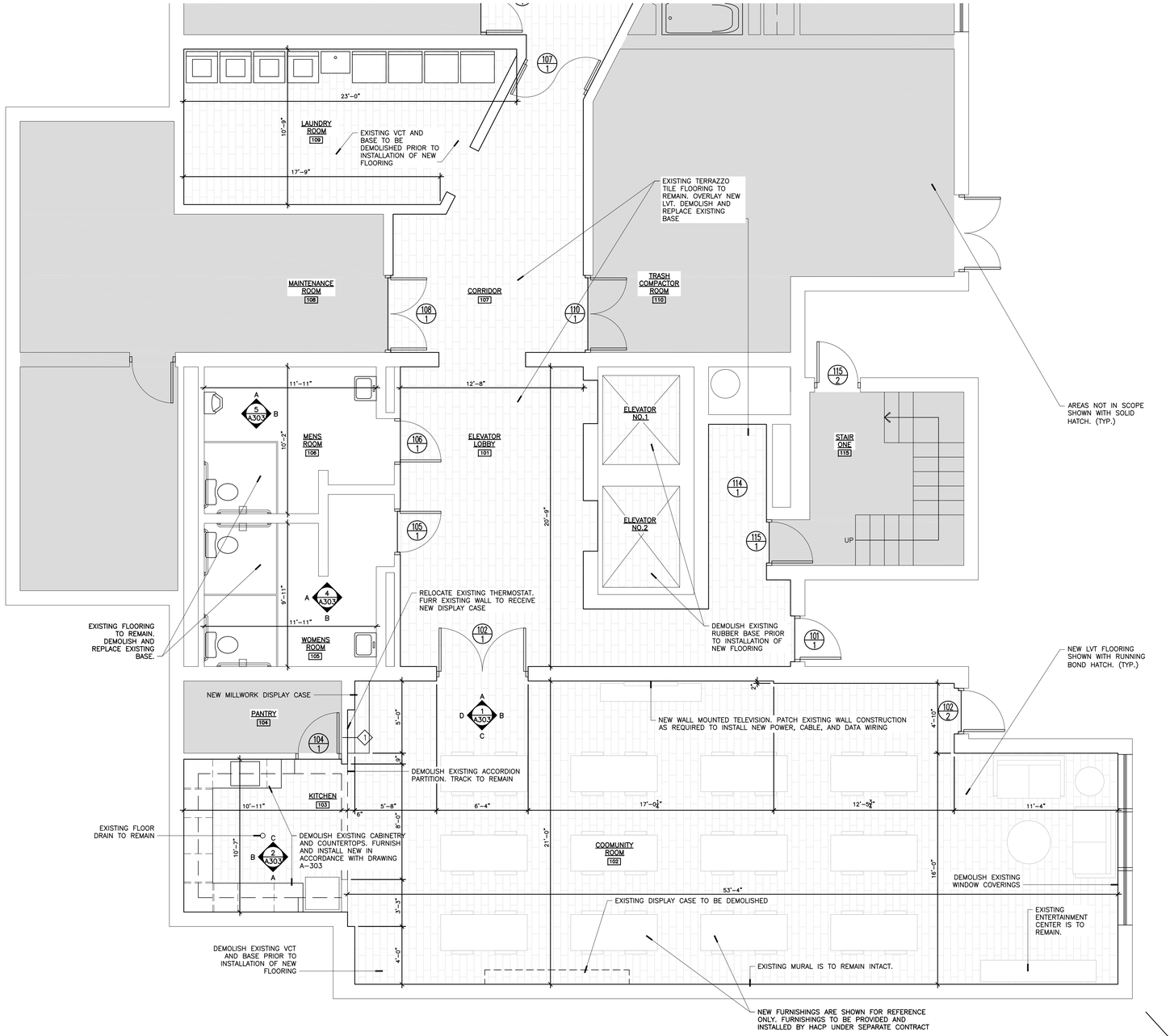
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME

BUILDING ELEVATIONS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-204
ISSUE DATE 03/06/18		

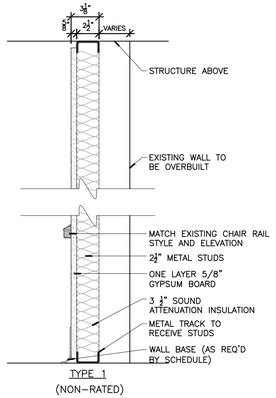


LEVEL 1/BASEMENT ENLARGED FLOOR PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTES (APPLIES TO ALL WORK AREAS)

1) PARTITION CONSTRUCTION IS EXISTING.DIMENSIONS ARE SHOWN FOR REFERENCE. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS.
2) DEMOLISH EXISTING FINISHES AS INDICATED AND/OR AS NECESSARY TO COMPLETE NEW WORK. EXISTING CONSTRUCTION TO REMAIN SHALL BE PROTECTED THROUGH THE COURSE OF CONSTRUCTION.
3) BUILDING RELATED CONSTRUCTION AND ACCESSORIES INCLUDING, BUT NOT LIMITED TO, FLOOR SIGNAGE, ROOM SIGNAGE, FIRE ALARM DEVICES, FIRE EXTINGUISHERS CABINETS, HAND RAILS, MAILBOXES, BULLETIN BOARDS, THERMOSTATS, GRILLES, ACCESS PANELS, SECURITY CAMERAS, INTERCOMS, MONITORS, DOOR VIEWERS, OR TOILET ROOM ACCESSORIES. FURNISHINGS AND APPLIANCES SHALL BE TEMPORARILY REMOVED AND/OR PROTECTED IN ORDER TO COMPLETE NEW WORK. ITEMS SHALL BE RESTORED AS NECESSARY. WHERE CONSTRUCTION HAS BEEN FIELD PAINTED, SUCH AS EXISTING ACCESS PANELS, SUCH CONSTRUCTION SHALL BE INCLUDED IN NEW PAINTING SCOPE OF WORK. EXISTING PAINTED STENCILS SHALL BE REPAINTED/RESTORED UPON COMPLETION OF WORK.
4) DECORATIONS AND RESIDENT BASED ARTWORK, FLYERS, ACCESSORIES, ETC. MOUNTED TO WALLS SHALL BE REMOVED BY THE RESIDENTS AND/OR HACP PRIOR TO ONSET OF WORK.
5) ALL NEW FINISHES SHALL BE APPLIED IN ACCORDANCE WITH FINISH SCHEDULE A-601. WHERE WALL SURFACES ARE SCHEDULED TO BE PAINTED, PAINTING SCOPE SHALL INCLUDE ASSOCIATED DOORS AND FRAMES.
6) WHERE CLEAR COATED HARDWOOD FINISHES REMAIN SUCH AS, BUT NOT LIMITED TO HANDRAILS AND CHAIR RAILS, HARDWOOD SHALL BE CLEAR COATED.



TYPE 1
(NON-RATED)

PARTITION TYPE

SCALE: 1 1/2"=1'-0"

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

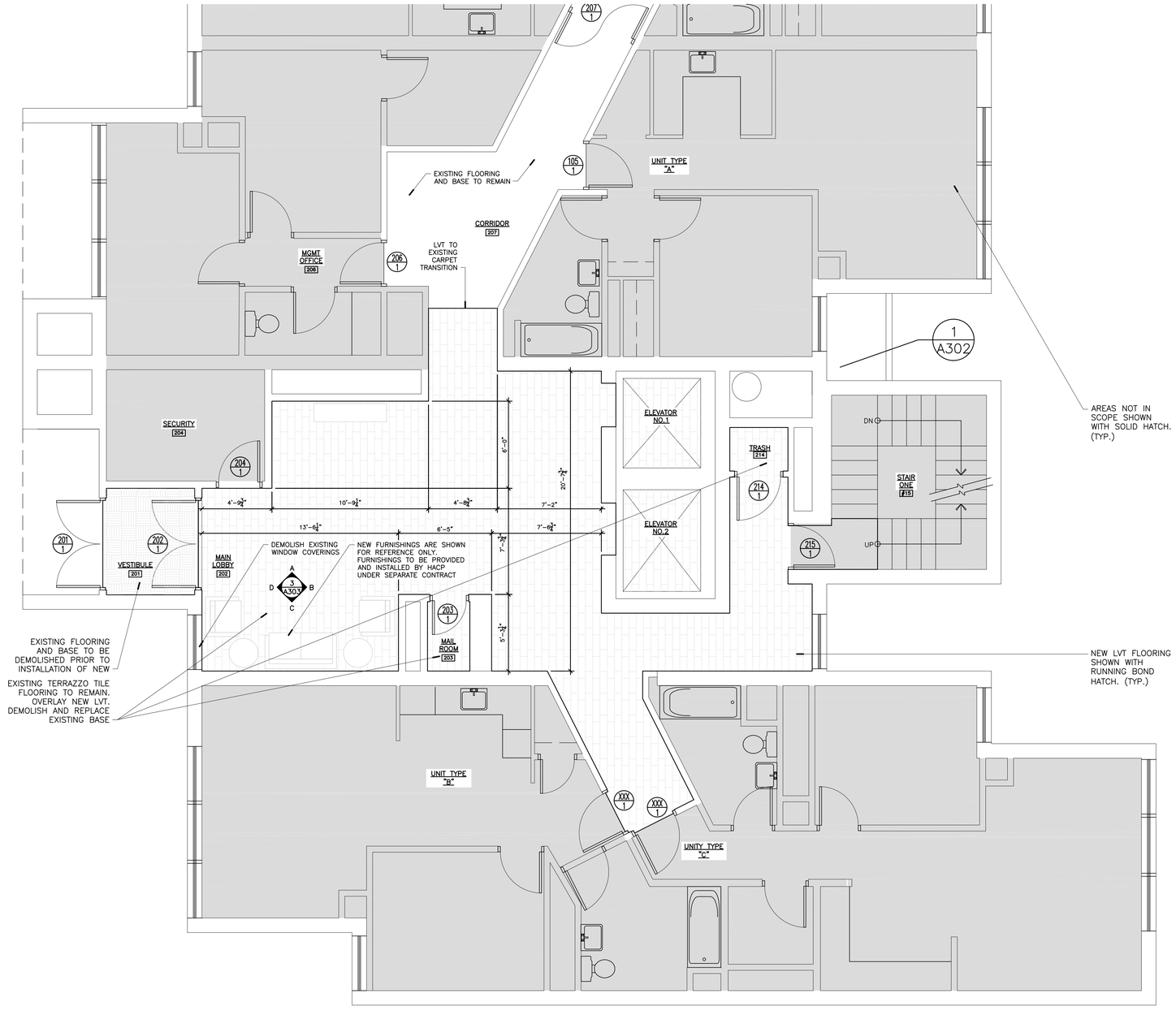
HACP TASK ORDER #50
CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

GERARD
ASSOCIATES ARCHITECTS
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME
ENLARGED FLOOR PLANS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-301
ISSUE DATE 03/06/18		



LEVEL 2/GROUND FLOOR ENLARGED PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTES (APPLIES TO ALL WORK AREAS)

1) PARTITION CONSTRUCTION IS EXISTING.DIMENSIONS ARE SHOWN FOR REFERENCE. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS.
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3) BUILDING RELATED CONSTRUCTION AND ACCESSORIES INCLUDING, BUT NOT LIMITED TO, FLOOR SIGNAGE, ROOM SIGNAGE, FIRE ALARM DEVICES, FIRE EXTINGUISHERS CABINETS, HAND RAILS, MAILBOXES, BULLETIN BOARDS, THERMOSTATS, GRILLES, ACCESS PANELS, SECURITY CAMERAS, INTERCOMS, MONITORS, DOOR VIEWERS, OR TOILET ROOM ACCESSORIES. FURNISHINGS AND APPLIANCES SHALL BE TEMPORARILY REMOVED AND/OR PROTECTED IN ORDER TO COMPLETE NEW WORK. ITEMS SHALL BE RESTORED AS NECESSARY. WHERE CONSTRUCTION HAS BEEN FIELD PAINTED, SUCH AS EXISTING ACCESS PANELS, SUCH CONSTRUCTION SHALL BE INCLUDED IN NEW PAINTING SCOPE OF WORK. EXISTING PAINTED STENCILS SHALL BE REPAINTED/RESTORED UPON COMPLETION OF WORK.
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6) WHERE CLEAR COATED HARDWOOD FINISHES REMAIN SUCH AS, BUT NOT LIMITED TO HANDRAILS AND CHAIR RAILS, HARDWOOD SHALL BE CLEAR COATED.

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

REGISTERED ARCHITECT PENNSYLVANIA

COMPREHENSIVE MODERNIZATION FOR:

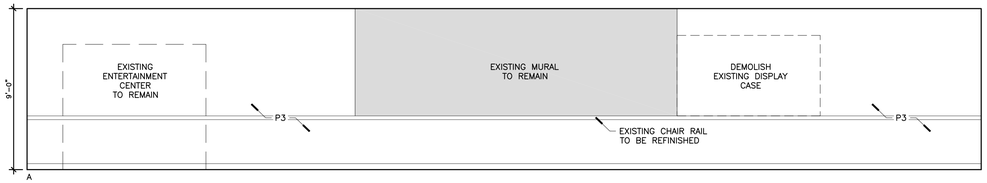
HACP TASK ORDER #50
CARRICK REGENCY

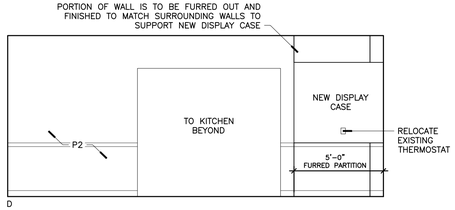
2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

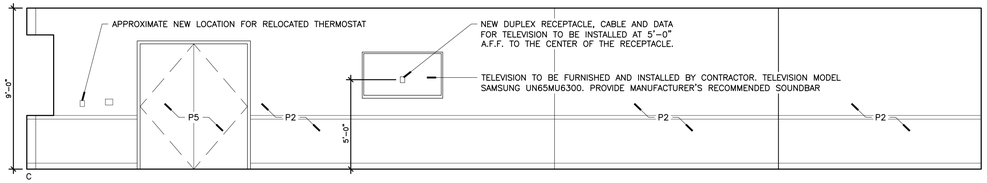
GERARD
ASSOCIATES ARCHITECTS
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

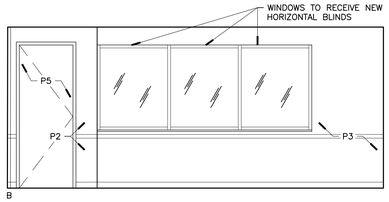
DRAWING NAME
ENLARGED FLOOR PLANS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-302
ISSUE DATE 03/06/18		



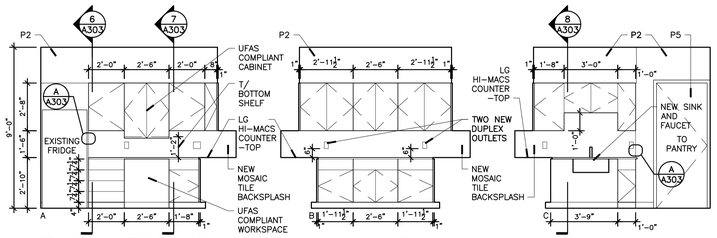






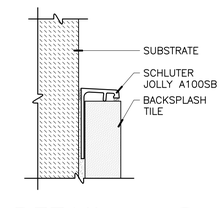
ELEVATIONS COMMUNITY ROOM 102 — 1 / A303

SCALE: 1/4"=1'-0"



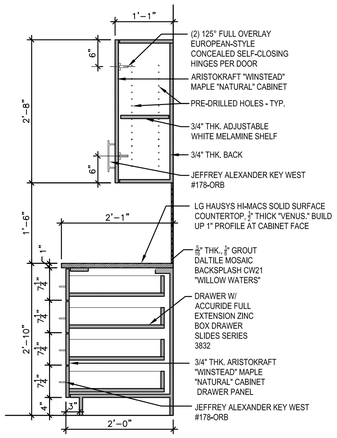
ELEVATIONS KITCHEN 103 — 2 / A303

SCALE: 1/4"=1'-0"



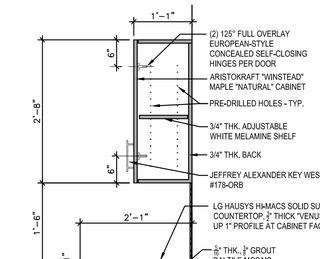
DETAIL — A / A303

SCALE: 1'-0"=1'-0"



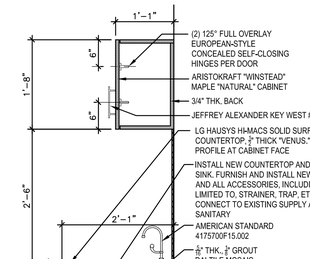
SECTION BASE CABINET — 6 / A303

SCALE: 3/4"=1'-0"



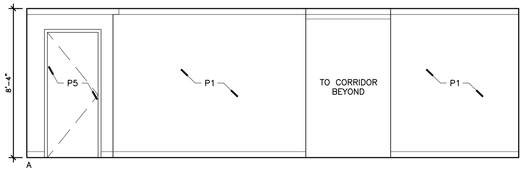
SECTION BASE CABINET — 7 / A303

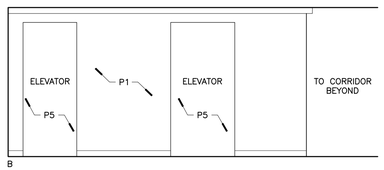
SCALE: 3/4"=1'-0"

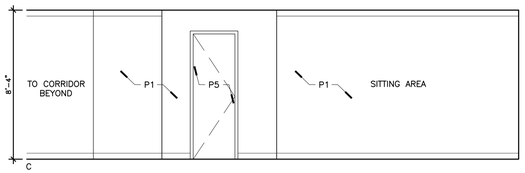


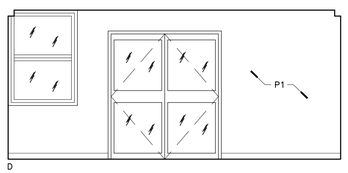
SECTION SINK BASE — 8 / A303

SCALE: 3/4"=1'-0"



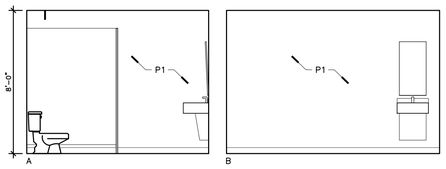






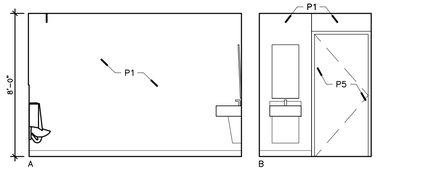
ELEVATIONS MAIN LOBBY 202 — 3 / A303

SCALE: 1/4"=1'-0"



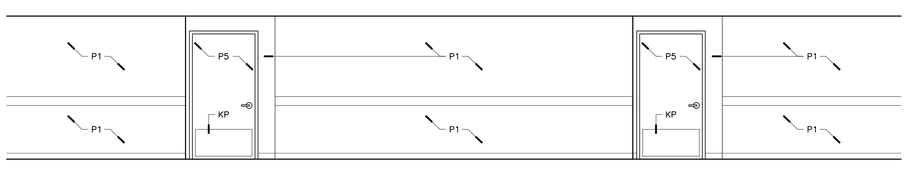
ELEVATIONS WOMEN'S ROOM 105 — 4 / A303

SCALE: 1/4"=1'-0"



ELEVATIONS MEN'S ROOM 106 — 5 / A303

SCALE: 1/4"=1'-0"



ELEVATION TYPICAL CORRIDOR — 9 / A303

SCALE: 1/4"=1'-0"

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50 CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

GERARD ASSOCIATES ARCHITECTS
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME
INTERIOR ELEVATIONS & DETAILS

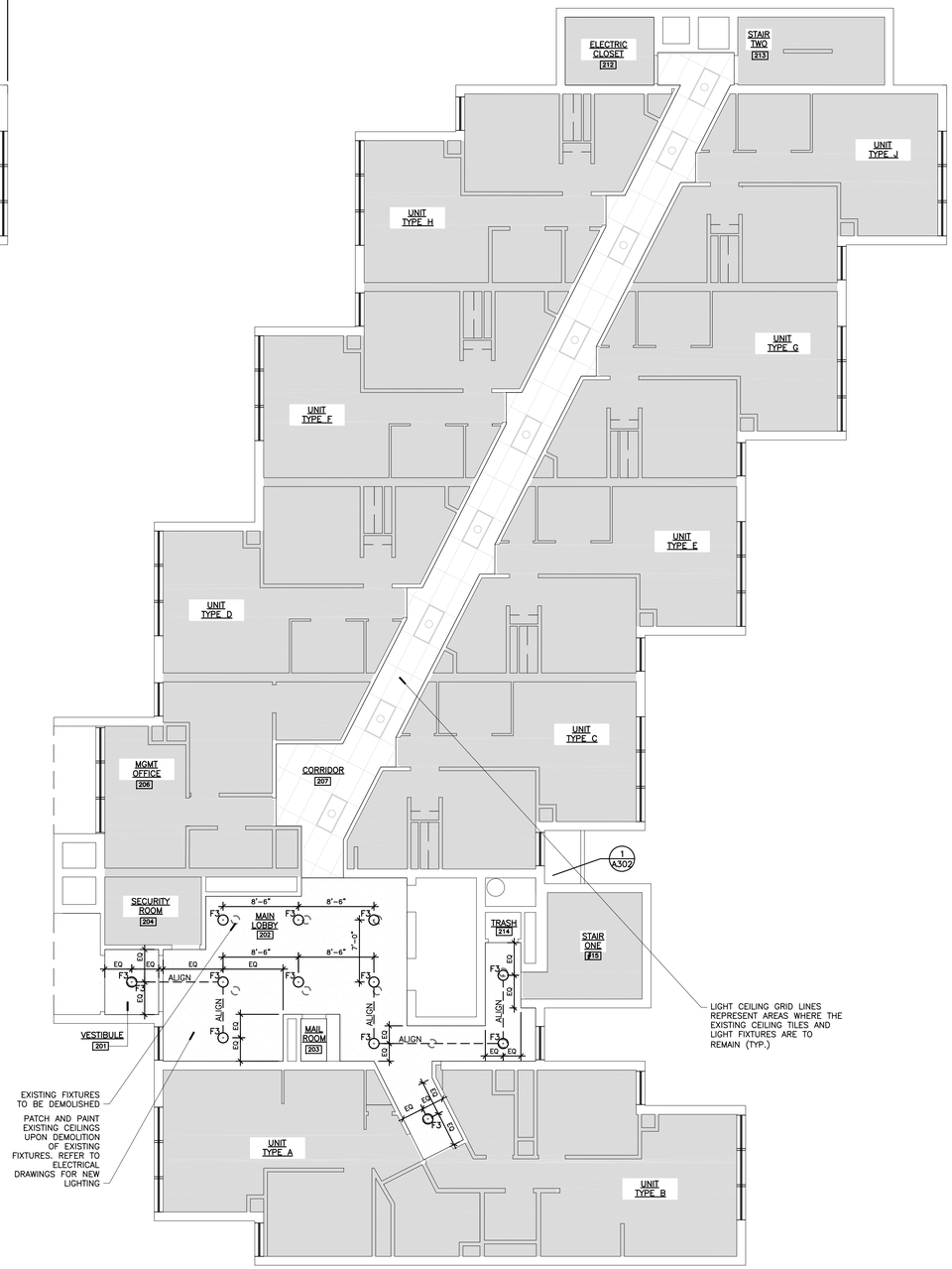
COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-303
ISSUE DATE 03/06/18		

GENERAL NOTES

1) WHERE EXISTING CEILING GRIDS, TILES AND LIGHT FIXTURES ARE TO REMAIN, BUT ARE LOCATED WITHIN THE WORK AREA, MATERIALS ARE TO BE PRESERVED IN GOOD CONDITION. CONSTRUCTION DAMAGED AS PART OF NEW WORK SHALL BE REPLACED.
2) WHERE EXISTING GYPSUM CEILINGS ARE LOCATED WITHIN THE WORK AREA, THE CEILINGS SHALL BE PAINTED.
3) WHERE EXISTING SURFACE MOUNTED LIGHTING IS TO BE DEMOLISHED, REFER TO ELECTRICAL DRAWINGS FOR NEW WORK.

LEVEL 1/BASEMENT CEILING PLAN

SCALE: 1/8" = 1'-0"



LEVEL 2/GROUND CEILING PLAN

SCALE: 1/8" = 1'-0"

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2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50 CARRICK REGENCY

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PITTSBURGH, PA 15210

GERARD ASSOCIATES ARCHITECTS
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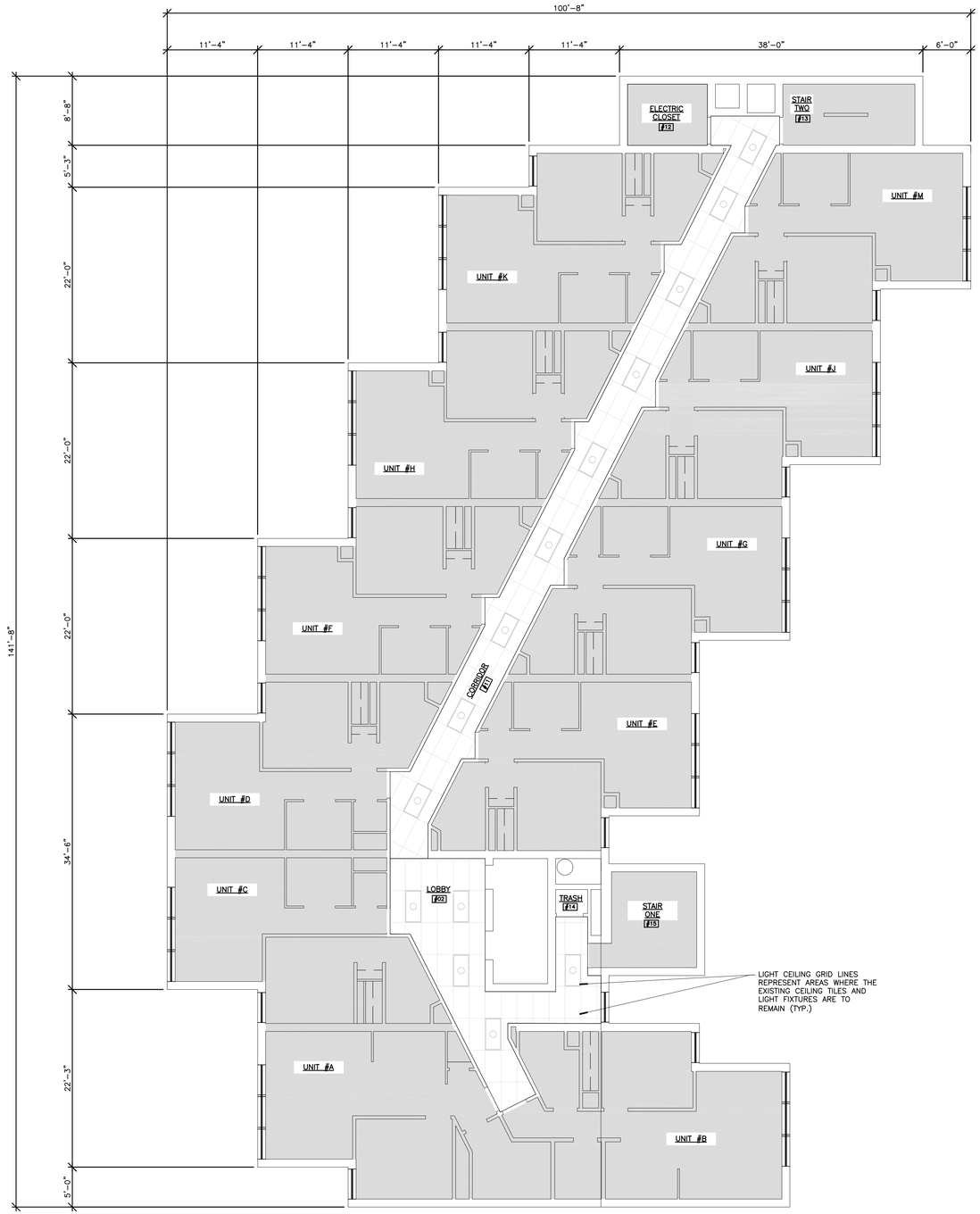
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME
REFLECTED CEILING PLANS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-401
ISSUE DATE 03/06/18		

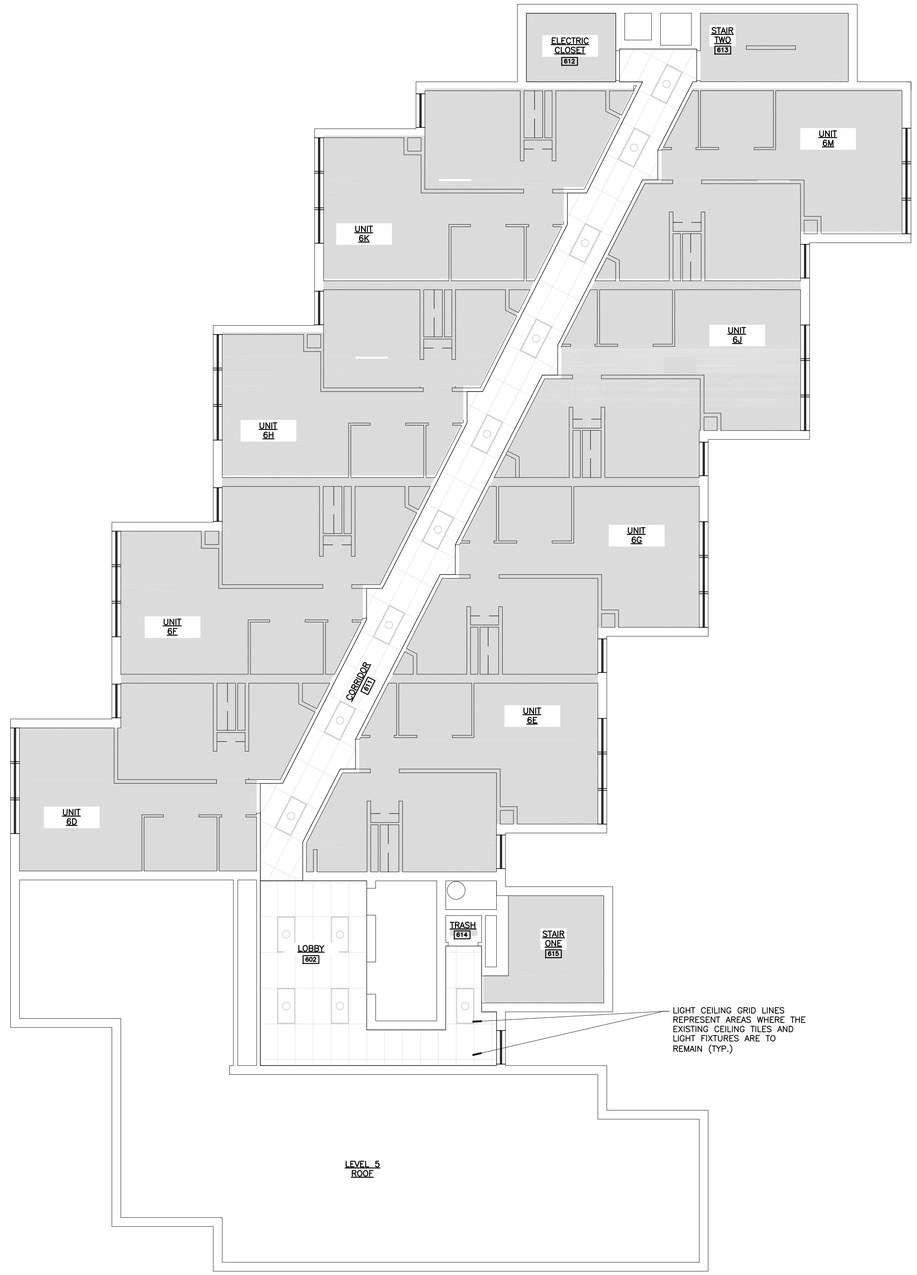
GENERAL NOTES

1) WHERE EXISTING CEILING GRIDS, TILES AND LIGHT FIXTURES ARE TO REMAIN, BUT ARE LOCATED WITHIN THE WORK AREA, MATERIALS ARE TO BE PRESERVED IN GOOD CONDITION. CONSTRUCTION DAMAGED AS PART OF NEW WORK SHALL BE REPLACED.



LEVEL 3-5 CEILING PLAN

SCALE: 1/8" = 1'-0"



LEVEL 6 CEILING PLAN

SCALE: 1/8" = 1'-0"

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50 CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

GERARD ASSOCIATES ARCHITECTS
410 FT. PITT COMMONS, 445 FT. PITT BLVD.
PITTSBURGH, PENNSYLVANIA 15219-1333
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME
REFLECTED CEILING PLANS

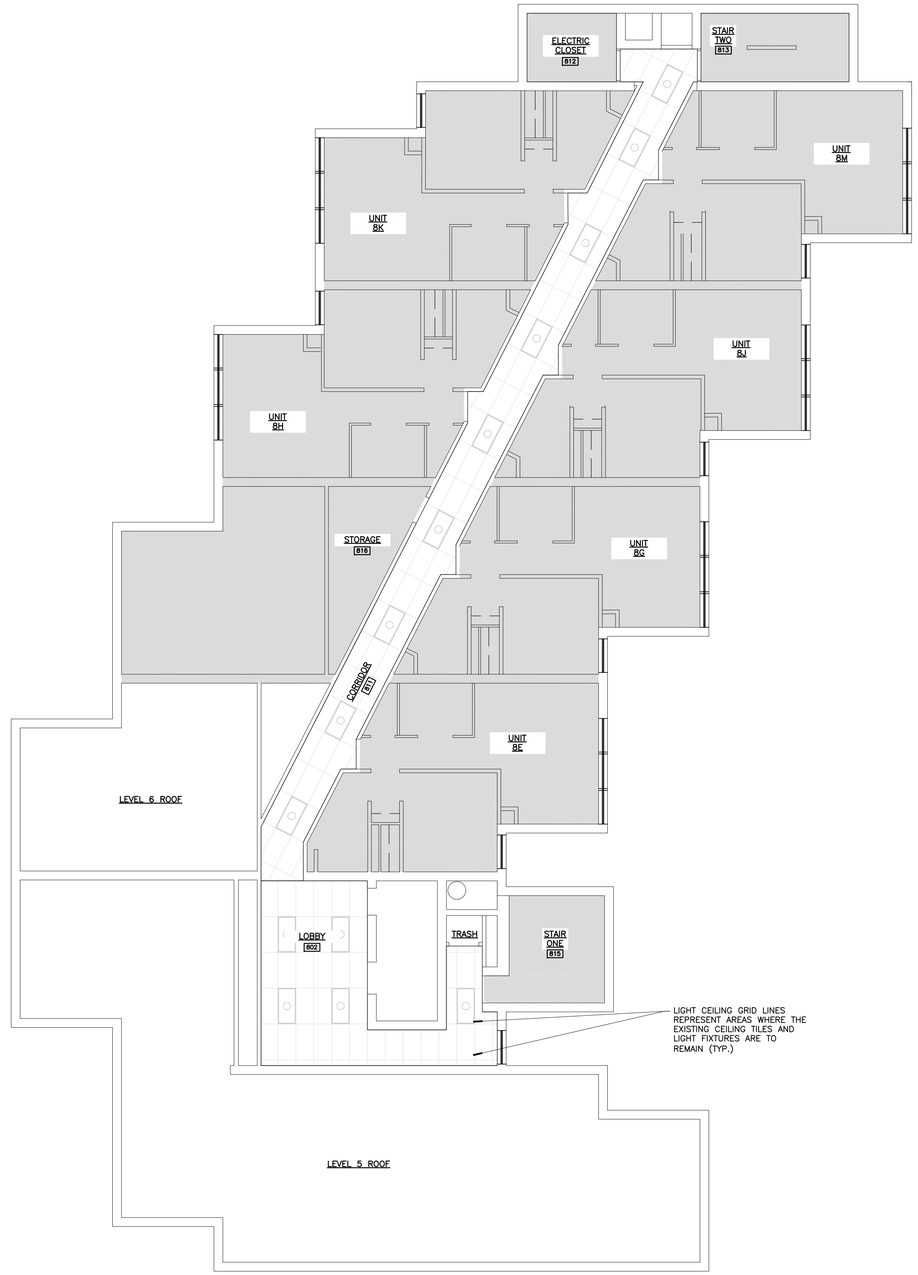
COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-402
ISSUE DATE 03/06/18		

GENERAL NOTES

1) WHERE EXISTING CEILING GRIDS, TILES AND LIGHT FIXTURES ARE TO REMAIN, BUT ARE LOCATED WITHIN THE WORK AREA, MATERIALS ARE TO BE PRESERVED IN GOOD CONDITION. CONSTRUCTION DAMAGED AS PART OF NEW WORK SHALL BE REPLACED.

LEVEL 7 CEILING PLAN

SCALE: 1/8" = 1'-0"



LEVEL 8 CEILING PLAN

SCALE: 1/8" = 1'-0"

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

REGISTERED ARCHITECT PENNSYLVANIA

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50 CARRICK REGENCY

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PITTSBURGH, PA 15210

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DRAWING NAME
REFLECTED CEILING PLANS

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-403
ISSUE DATE 03/06/18		

FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	FLOOR						BASE			WALLS						DOORS			ROOM NUMBER	REMARKS
		LUXURY VINYL TILE	WALK OFF FLOORING TILE	EXISTING CARPET TO REMAIN	EXISTING TILE TO REMAIN	EXISTING VINYL TILE TO REMAIN		4" RUBBER COVE BASE	EXISTING RUBBER COVE BASE		PAINT COLOR 1 (SW 6028)	PAINT COLOR 2 (SW 6505)	PAINT COLOR 3 (SW 6142)	EXISTING PAINT TO REMAIN			PAINT COLOR 4 (SW 9163)	KICKPLATE			
		F1	F2	F3	F4	F5		B1	B2		P1	P2	P3	P4			P5	KP			
LEVEL 1 / BASEMENT FLOOR																				LEVEL 1 / BASEMENT FLOOR	
101	ELEVATOR LOBBY	F1						B1			P1									101	
102	COMMUNITY ROOM	F1						B1				P2	P3				P5	KP		102	
103	KITCHEN	F1						B1				P2								103	
104	PANTRY	F1						B1				P2					P5	KP		104	
105	WOMEN'S TOILET				F4			B1			P1						P5	KP		105	
106	MEN'S TOILET				F4			B1			P1						P5	KP		106	
107	CORRIDOR	F1						B1			P1									107	
109	LAUNDRY ROOM	F1						B1			P1									109	
114	TRASH ROOM	F1						B1			P1						P5	KP		114	
LEVEL 2 / GROUND FLOOR																				LEVEL 2 / GROUND FLOOR	
201	VESTIBULE		F2					B1			P1									201	
202	MAIN LOBBY	F1						B1			P1						P5			202	
203	MAIL ROOM	F1						B1			P1						P5			203	
207	CORRIDOR	F1		F3				B1	B2		P1						P5	KP		207	
214	TRASH ROOM	F1						B1			P1						P5	KP		214	
LEVELS 3–5																				LEVELS 3–5	
#02	ELEVATOR LOBBY			F3					B2		P1						P5			#02	
#11	CORRIDOR			F3					B2		P1						P5	KP		#11	
#14	TRASH ROOM					F5					P1						P5	KP		#14	
LEVEL 6																				LEVEL 6	
602	ELEVATOR LOBBY			F3					B2		P1						P5			602	
611	CORRIDOR			F3					B2		P1						P5	KP		611	
614	TRASH ROOM					F5					P1						P5	KP		614	
LEVEL 7																				LEVEL 7	
702	ELEVATOR LOBBY			F3					B2		P1						P5			702	
711	CORRIDOR			F3					B2		P1						P5	KP		711	
714	TRASH ROOM					F5					P1						P5	KP		714	
LEVEL 8																				LEVEL 8	
802	ELEVATOR LOBBY			F3					B2		P1						P5			802	
811	CORRIDOR			F3					B2		P1						P5	KP		811	
814	TRASH ROOM					F5					P1						P5	KP		814	

1628_Carrick Regency Comprehensive Modernization - HACP T.O. #50	Updated : 1/12/2018
Finishes	
LVL 1 - Community Room	
Flooring:	Shaw Solitude - Urban Ash 48540
Base Color:	SW 7060 Attitude Grey
Wall Color:	SW 6505 Atmospheric (N, W) SW 6142 Macademia (S, E)
Door Color:	SW 9163 Tin Lizzie
LVL 1 - Community Room Kitchen	
Flooring:	Shaw Solitude - Urban Ash 48540
Base Color:	SW 7060 Attitude Grey
Wall Color:	SW 6505 Atmospheric
Door Color:	SW 9163 Tin Lizzie
Cabinetry:	Aristokraft - Winstead flat panel maple - Natural
Countertop:	Hi-Macs - Venus
Backsplash:	Daltile - CW21 Willow Waters
LVL 1 - Toilet Room	
Flooring:	Existing to remain
Base Color:	SW 7060 Attitude Grey
Wall Color:	SW 6028 Cultured Pearl
Door Color:	SW 9163 Tin Lizzie
LVL 1 - Corridor	
Flooring:	Shaw Solitude - Urban Ash 48540
Base Color:	SW 7060 Attitude Grey
Wall Color:	SW 6028 Cultured Pearl
Door Color:	SW 9163 Tin Lizzie
LVL 2 - Main Lobby	
Flooring:	Shaw Solitude - Urban Ash 48540
Base Color:	SW 7060 Attitude Grey
Wall Color:	SW 6028 Cultured Pearl
Door Color:	SW 9163 Tin Lizzie
LVL 2 - Corridor	
Flooring:	Shaw Solitude - Urban Ash 48540, existing carpet to remain
Base Color:	SW 7060 Attitude Grey
Wall Color:	SW 6028 Cultured Pearl
Door Color:	SW 9163 Tin Lizzie
LVL 2 - Laundry Room	
Flooring:	Shaw Solitude - Urban Ash 48540
Base Color:	SW 7060 Attitude Grey
Wall Color:	SW 6028 Cultured Pearl
LVL 3-8 - Corridor	
Flooring:	Existing to remain
Base Color:	Existing to remain
Wall Color:	SW 6028 Cultured Pearl

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REVISIONS

1	01-12-2018	FOR CONSTRUCTION
2	03-06-2018	FOR CONSTRUCTION (REVISED)

REGISTERED ARCHITECT PENNSYLVANIA

COMPREHENSIVE MODERNIZATION FOR:

HACP TASK ORDER #50 CARRICK REGENCY

2129 BROWNSVILLE RD
PITTSBURGH, PA 15210

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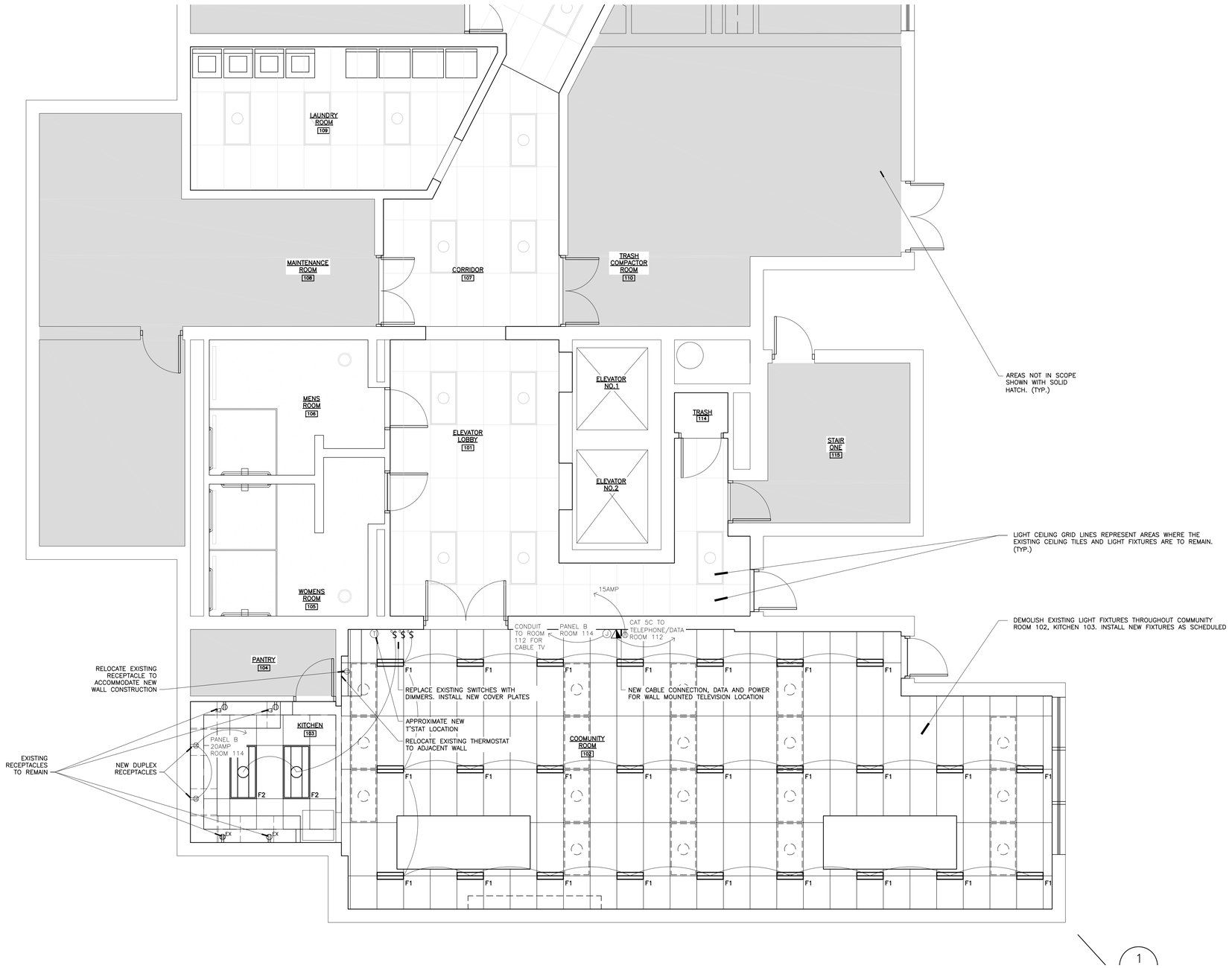
PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME
FINISH SCHEDULE

COMM. NO.	REVISION NO.	DWG NO.
1628	2	A-601
ISSUE DATE 03/06/18		



LEVEL 1/BASEMENT ENLARGED FLOOR PLAN

SCALE: 1/4" = 1'-0"

GENERAL ELECTRICAL NOTES

1) NEW DUPLEX RECEPTACLES IN KITCHEN 103 ARE TO BE MOUNTED 6" ABOVE THE COUNTERTOP TO THE C/L OF THE DEVICE.
2) UPON RELOCATION, THERMOSTAT SHALL BE MOUNTED 3'-6" A.F.F. TO THE BOTTOM OF THE DEVICE.
3) NEW WIRING AND DEVICES SHALL BE IN ACCORDANCE WITH THE SPECIFICATION.
4) WHERE EXISTING FIXTURES AND DEVICES ARE REPLACED WITH NEW, SALVAGE AND RE-USE EXISTING CIRCUITRY. WHERE EXISTING FIXTURES ARE CURRENTLY TIED TO EMERGENCY CIRCUITRY, NEW FIXTURES SHALL BE TIED INTO EMERGENCY CIRCUITRY.

LIGHT FIXTURE LEGEND	
F1	ARON DUOT1-2FA-3000-B3-3500K-80-UNV-DM
F2	AURORA VERSITILE 50W 2X4 DIMMABLE AR-LP124P5DD/35
F3	LBL FM958-GY-LED930
	EXISTING SUSPENDED CEILING 2'X4' FIXTURES TO REMAIN
	EXISTING SUSPENDED CEILING 2'X4' FIXTURES TO BE DEMOLISHED
	EXISTING GYPSUM MOUNTED FIXTURES TO BE DEMOLISHED

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REGISTERED ARCHITECT PENNSYLVANIA

COMPREHENSIVE MODERNIZATION FOR:

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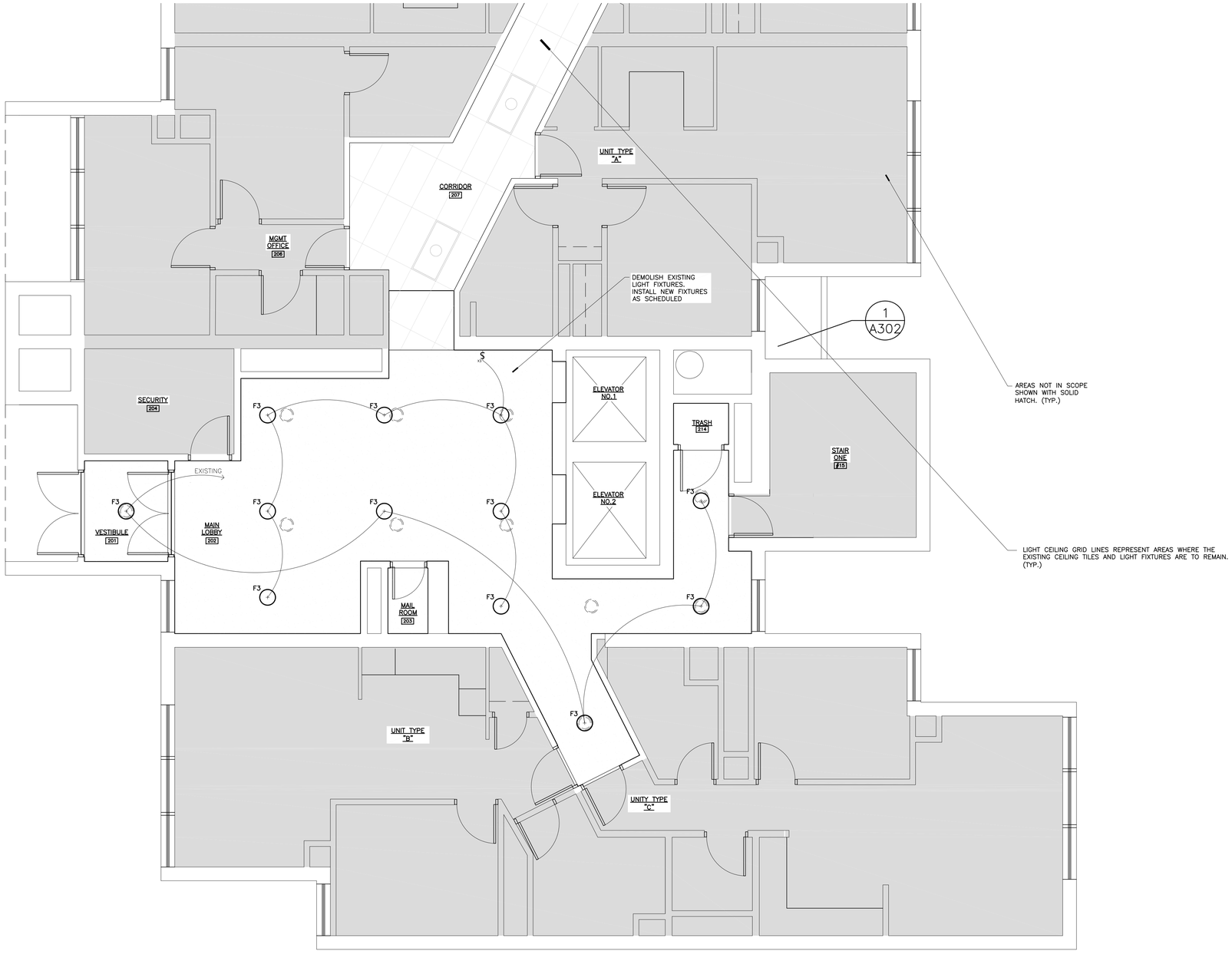
DRAWING NAME
LEVEL 1 ELECTRICAL PLAN

COMM. NO.	REVISION NO.	DWG NO.
1628	2	E-101
ISSUE DATE 03/06/18		



LEVEL 2/GROUND FLOOR ENLARGED PLAN

SCALE: 1/4" = 1'-0"

GENERAL ELECTRICAL NOTES

1) WHERE EXISTING FIXTURES AND DEVICES ARE REPLACED WITH NEW, SALVAGE AND RE-USE EXISTING CIRCUITRY. WHERE EXISTING FIXTURES ARE CURRENTLY TIED TO EMERGENCY CIRCUITRY, NEW FIXTURES SHALL BE TIED INTO EMERGENCY CIRCUITRY.

LIGHT FIXTURE LEGEND	
F1	ARON DUOT1-2FA-3000-B3-3500K-80-UNV-DM
F2	AURORA VERSITILE 50W 2X4 DIMMABLE AR-LP124P50D/35
F3	LBL FM958-GY-LED930
	EXISTING SUSPENDED CEILING 2'X4' FIXTURES TO REMAIN
	EXISTING SUSPENDED CEILING 2'X4' FIXTURES TO BE DEMOLISHED
	EXISTING GYPSUM MOUNTED FIXTURES TO BE DEMOLISHED

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COMPREHENSIVE MODERNIZATION FOR:

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PHONE: 412-566-1531 FAX: 412-566-1532

DRAWING NAME
LEVEL 2 ELECTRICAL PLAN

COMM. NO.	REVISION NO.	DWG NO.
1628	2	E-102
ISSUE DATE 03/06/18		