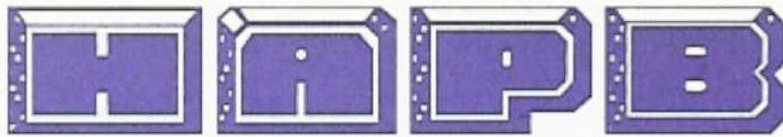




# PROJECT MANUAL



HOUSING AUTHORITY OF THE CITY OF POPLAR BLUFF

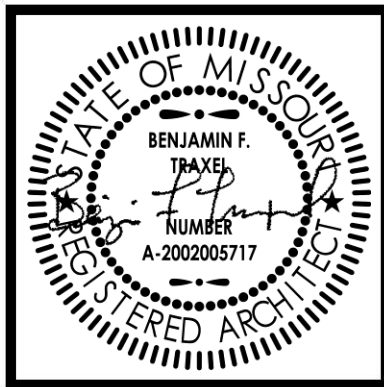
302 NORTH 'E' STREET  
POPLAR BLUFF, MO 63901

MODERNIZATION PROJECT:  
WILSON APARTMENTS ENTRY

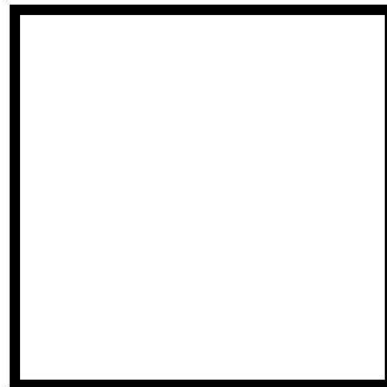
February 17, 2021

Architect's Comm. #: 2105

ARCHITECT'S SEAL



SET NUMBER



PREPARED BY:



626 S. 6<sup>th</sup> Street  
Poplar Bluff, MO 63901  
(P) 573-842-4141

## TABLE OF CONTENTS

### DIVISION 0 CONDITIONS OF CONTRACT

1. INVITATION TO BID
2. SUMMARY OF WORK
3. HUD 5369 INSTRUCTIONS TO BIDDERS
4. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
5. BID FORM
6. NON-COLLUSIVE AFFIDAVIT
7. HUD 5369-A REPRESENTATIVES, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS
8. FORM OF CONTRACT
9. NOTICE OF AWARD
10. NOTICE TO PROCEED
11. HUD-5370 GENERAL CONDITIONS
12. SUPPLEMENTAL GENERAL CONDITIONS
13. WAGE RATES
14. DRAWINGS

### DIVISION 1 GENERAL REQUIREMENTS

- 01200 PRICE AND PAYMENT PROCEDURES
- 01310 PROJECT MANAGEMENT AND COORDINATION
- 01330 SUBMITTAL PROCEDURES
- 01400 QUALITY REQUIREMENTS
- 01600 PRODUCT REQUIREMENTS
- 01701 EXECUTION AND CLOSEOUT REQUIREMENTS

### DIVISION 6 WOOD, PLASTICS, & COMPOSITES

- 06100 ROUGH CARPENTRY

### DIVISION 7 MOISTURE PROTECTION

- 07920 JOINT SEALANTS

### DIVISION 8 OPENININGS

- 08431 ALUMINUM STOREFRONT ASSEMBLIES
- 08800 GLAZING

# INVITATION TO BID

The Housing Authority of the City of Poplar Bluff, MO is accepting bid proposals for a capital funding program of modernization work for the replacement of the Wilson apartments main entry.

Summary: Work includes the demolition and disposal of existing glazed hollow metal entry assembly, and installation of new glazed aluminum storefront assembly.

Location: Work will take place at 444 Main Street in Poplar Bluff, MO 63901.

Bidding general contractors are expected to review site conditions on their own before bidding. Bid proposals shall include information as stated in the Instructions to Bidders section of the Project Manual and labeled as follows:

BID PROPOSAL  
POPLAR BLUFF HOUSING AUTHORITY  
MODERNIZATION PROJECT: WILSON APARTMENTS ENTRY  
ATTENTION: MR. DARRIN TAYLOR, EXECUTIVE DIRECTOR  
BID DATE: February 26, 2021

Bid Documents Available: February 17, 2021  
Bids Due: February 26, 2021: 2:00 PM CST  
Bids delivered to:

Poplar Bluff Housing Authority  
302 N. E Street  
Poplar Bluff, MO 63901

Bid Documents will be available by contacting the architect:

Tenmile Studio, LLC  
573-872-4141, extension 1  
traxel@tenmileco.com  
1021 Kingsway Drive, Suite 2B  
Cape Girardeau, MO, 63701

Plans will be sent electronically free of charge. All addenda will be issued to listed plan holders via email. To be considered, bids must be made in accordance with the Instructions to Bidders and Supplementary Instructions to Bidders included in the Project Manual. The Housing Authority is a Tax Exempt Agency. Sales tax shall not be included in any proposal. All bids must be on a lump sum basis for each section of work; segregated proposals will not be accepted. No proposal may be withdrawn for a period of (60) sixty days after the proposal date. The Owner reserves the right to waive irregularities and to reject any or all proposals. Items included in the Project Manual required to be completed and submitted with bid:

- 1) Bid Form
- 2) Non-Collusive Affidavit
- 3) HUD Form 5369-A

Attention is called to the provision for equal employment opportunity and payment of not less than the minimum wages as set forth in the Bid Package. Federal Wage Rates bound in these specifications shall be the prevailing wages. State Wage Rates are not applicable, in that any State Wage Rate that exceeds the corresponding Federal Wage Rate is inapplicable and shall not be enforced for HUD – assisted Public Housing.

The Housing Authority is an Equal Opportunity Employer.  
Mr. Darrin Taylor, Executive Director for the Housing Authority of the City of Poplar Bluff, Missouri.

## **SUMMARY OF WORK**

The work to be performed includes the following principal features, but is not limited thereto:

Work to take place at Wilson Apartment Building 444 North Main Street, Poplar Bluff, MO. Contractor has 30 days to complete all work.

Demolition of existing door panel, glazing, frame, thresholds, sealants, and other associated construction as required. Salvage existing electric entry.

Installation of new glazed aluminum storefront assembly, reinstallation of electric entry hardware.

Builder's Risk insurance is NOT the responsibility of the contractor.

Full scope of work is listed on the drawings. All material and equipment needed to complete the job shall be furnished by the contractor unless otherwise noted.

END OF SECTION

**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

### Table of Contents

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

### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

(d) The PHA/IHA may reject any and all bids, 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) NOT REQUIRED**

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 NOT REQUIRED**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference (applicable to construction contracts)**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

## 1. THE WORK

### General Information:

- A. The work consists of all information contained in the contract documents. All the information contained both on the drawings and provided in the project manual are the contract documents. Any addenda issued will immediately become part of the contract documents.
- B. Contractor to warranty complete building construction, materials, and installation for a period of one year.
- C. Contractor shall provide proof of Commercial General Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence to protect the Contractor and each subcontractor against claims for injury and damage to the property of others.
- D. Contractor to NOT provide Builders Risk Insurance for the project. This will be provided directly by the owner.

## 2. BID FORM

To receive consideration, make bids in strict accordance with the following:

- A. Make bids upon the forms provided herein, properly signed and with all items filled out in ink or typewritten. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. If alterations by erasure or interlineation are made for any reason, explain over such erasure or interlineation with a signed statement from the bidder.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Deliver bids to the **name and address as instructed on the bid form** on or before the day and hour set for opening the bids. Each bid must be submitted in a sealed envelope.
- D. Each sealed envelope containing a bid must be plainly marked on the outside indicating project name and number for bid opening as set forth in the invitation for bid. The envelope should also show on the outside, the bidder and his address. If forwarded by mail, the sealed envelope containing the bid and marked as directed above must be enclosed in another envelope addressed to the Owner at the address above. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that his bid is received on time.

## 3. BONDS

No bonding is required for this project.

## 4. EXAMINATION OF DOCUMENTS

Before submitting a bid, each bidder shall examine the drawings carefully, shall read the specifications and all other proposed contract documents and shall visit the site of the work. Each bidder shall fully inform himself prior to bidding as to the existing conditions and limitations under which the work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of

such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination and after bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the scope, quantities, or nature of the work to be done.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

#### 5. PROOF OF COMPETENCY OF BIDDER

The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder may be required to furnish evidence satisfactory to the owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner. The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Bidders shall supply the names and address of major material suppliers and subcontractors when requested to do so by owner.

#### 6. WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the owner during this period.

#### 7. AWARD OR REJECTION OF BIDS

The contract, if awarded, will be awarded to the qualified bidder or bidders who have in the Owner's sole discretion proposed the best complete bid and best meets the interests and requirements of the Owner. The owner reserves the right to reject any or all bids and to waive informality, irregularity, technicalities, deficiencies, or minor defects in the bids and in the bidding process. The owner also reserves the right to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation. Low bid will not be the only determining factor in awarding the project. The Owner reserves the right not to open a sole bid should only one be submitted.

#### 8. EXECUTION OF AGREEMENT

- A. Certificates of Insurance shall be approved by the owner before the successful bidder may proceed with the work. Failure or refusal to provide Certificates of Insurance in a form satisfactory to the owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.
- B. The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the owner. Should there be reasons the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the owner and contractor. If the Notice to Proceed has not been issued within the ten

(10) day period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

9. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- A. If any person contemplating submitting a bid for construction of the work is in doubt as to the true meaning of any part of the proposed contract documents or finds discrepancies in or omissions from any part of the proposed contract documents, he may submit to the architect a written request for interpretation thereof not later than seven (2) days before bids will be opened. The person submitting the request shall be responsible for its prompt delivery.
- B. Interpretation or correction of proposed contract documents will be made only by addendum and will be emailed or delivered to each general contract bidder of record. The owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

10. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. The Agreement will include a stipulation that work can be completed on or before the date given on the Bid Form.
- B. The Agreement will include a stipulation that liquidated damages will be established as set forth in the General Conditions of the Contract.

11. ALTERNATES

Alternates listed on the bid form, if any, are not listed in any order, and may be selected in any order deemed to be in the best interest of the Owner.

12. ADDENDA

Addenda will be issued not later than two (2) days prior to the date for receipt of bids except for the withdrawal or postponement of the Bid.

13. SUBCONTRACTORS

Subcontractors listed on the bid form shall not be changed without written approval from the Owner or Architect. If a limited number of subcontractors are listed on the bid form this will be considered upon awarding the project.

Should a subcontractor listed on the bid form not be approved by the owner, contractor shall change to a different subcontractor that is approved by the owner. Owner shall pay the difference between the two subcontractor bids. Contractor shall provide detailed bid information, if requested, by each of the subcontractors. Contractor shall under no circumstances mark up or increase the approved subcontractor's bid any more than the non-approved subcontractor's bid was marked up, either in percentage or total amount.

14. APPLICABLE LAWS AND REQUIREMENTS

- A. All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
- B. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specifications for work under the contract MUST be paid to all workers performing work under the contract.
- C. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. (See RSMo 290.250)

- D. House Bill 1549 (2008) requires that all on-site workers employed for public works projects, regardless of the cost of the projects, receive a ten-hour program in construction safety and health approved by the Occupational Safety and Health Administration (OSHA). Contractors and subcontractors hired to perform public works are responsible for providing the training. A contractor who fails to provide the training will pay a penalty to the public body authorizing the project of \$2,500 plus \$100 per employee for each calendar day the employee is employed without the required training. The law further requires that notice of this requirement and of the penalties be included in the call for bids and in the contract. When there has been a violation, the public body authorizing the public works project is required to withhold any penalties owed from amounts due to the contractor. Likewise, contractors may withhold such sums from subcontractors who fail to provide the training. The Department of Labor and Industrial Relations (DOLIR) is responsible for determining whether a violation has occurred.
- E. Prevailing wage or excessive unemployment: Only Missouri laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months (See Sections 290.550 through 290.580 RSMo.).
- F. Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:
1. The notice of registration for employer withholding issued to such transient employer by the Director of Revenue.
  2. Proof of coverage for worker's compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the Division of Worker's Compensation.
  3. The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

END OF SECTION

# BID FORM

OWNER: Housing Authority of the City of Poplar Bluff  
302 North 'E' Street  
Poplar Bluff, MO 63901

Modernization Project: Wilson Apartments Entry  
Modernization work as per the Drawings and Project Manual dated February 17, 2021 as prepared by Tenmile Studio, LLC.

## ACKNOWLEDGMENT OF ADDENDA:

Addendum 1: Y / N Date \_\_\_\_\_ Addendum 2: Y / N Date \_\_\_\_\_

Undersigned agrees to complete this project for lump sum costs as follows:

**Base Bid:** \$ \_\_\_\_\_

Contract period is **30** days. The contractor shall begin performance within 10 days and complete the project within this timeline beginning with the issuance of the Notice to Proceed. Upon receipt of Notice of Acceptance of this bid, the contractor will execute the formal contract within ten (10) days. The undersigned, having examined the proposed contract documents titled "MODERNIZATION PROJECT: WILSON APARTMENTS ENTRY for the Housing Authority of the City of Poplar Bluff" located in Poplar Bluff, Missouri, and having visited the site and examined the conditions agrees to perform the work required at the prices specified above in strict accordance with the terms of these contract documents, if this offer is accepted by the Housing Authority within 60 calendar days after the date offers are due.

## NAME & ADDRESS OF BIDDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Type or Print Name and Title)

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is \_\_\_\_\_ of \_\_\_\_\_, (a partner or officer of the firm of, etc.), the party making the foregoing proposal or bid for the **Modernization Project: Wilson Apartments Entry**, that such proposal or 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 or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the **Poplar Bluff Housing Authority** or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires \_\_\_\_\_.

(seal)

**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

### Table of Contents

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

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

## FORM OF CONTRACT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between \_\_\_\_\_, a company organized and existing under the laws of the State of Missouri, hereinafter called the "Contractor", and the **Housing Authority of the City of Poplar Bluff**, hereinafter called the Housing Authority.

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

ARTICLE 1: STATEMENT OF WORK. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for Bid Item(s) as outlined in the drawings and specifications for the **Wilson Apartments Entry for the Housing Authority of the City of Poplar Bluff** and dated **February 17, 2021** prepared by Tenmile Studio, LLC which said specifications, addenda and drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2: THE CONTRACT PRICE. The Housing Authority shall pay the Contractor for the performance of the contract, in current funds, subject to additions and deductions as provided in the specifications the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

ARTICLE 3: The Contractor agrees that time is of the essence and completion of the work in the time required by this contract and hereby waives any notice of putting in default for failure to complete on time. The time of completion shall be **30 calendar days** from the date of the notice to proceed.

ARTICLE 4: CONTRACT DOCUMENTS. The contract shall consist of the following component parts:

- A. Project Manual in its entirety including but not limited to this instrument, Form of Bid, Non-collusion Affidavit of prime bidder, Statement of bidder's qualifications, General conditions, Wage Determination.
- B. Technical Specifications and Construction Drawings.

ARTICLE 5: This instrument, together with the other documents enumerated in this Article 4, 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 the Contract conflicts with any provision or any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except

as otherwise specifically stated. The various provisions in addenda shall be construed in the order of preference of the component part of the contract which each modified.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year first above written.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

Housing Authority of the City of Poplar Bluff  
Owner

By \_\_\_\_\_

Mr. Darrin Taylor  
Executive Director

Business Address:

302 North E Street  
Poplar Bluff, MO 63901

**NOTICE OF AWARD**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:** **Wilson Apartment Building entry door replacement.** Work includes but is not limited to the following: Complete replacement of entry door at the Wilson Apartment Building located at 444 Main Street in Poplar Bluff, MO.

The owner has considered the bid submitted by you for the above described work in response to its request for bids and construction documents dated **February 17, 2021.**

You are hereby notified that your bid has been accepted for items in the amount of:

\$ \_\_\_\_\_ ( \_\_\_\_\_ )

You are required by the instructions to bidders to execute the agreement and furnish the required Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

You are required to return an acknowledged copy of this notice of award to the owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

POPLAR BLUFF HOUSING AUTHORITY  
Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above notice of award is hereby acknowledged by \_\_\_\_\_  
Company Name

this the \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_ Title: \_\_\_\_\_.

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Project: WILSON APTS. ENTRY

THE HOUSING AUTHORITY OF THE  
CITY OF POPLAR BLUFF

You are hereby notified to commence work in accordance with the agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the work within **30** consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_.

**HOUSING AUTHORITY of the CITY of POPLAR BLUFF**

Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above notice to proceed is hereby acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_.

# General Contract Conditions for Small Construction/Development Contracts

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

**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$150,000.

## 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

## 2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

## 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

## 4. 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 the 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; and
  - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

## 5. 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.

## 6. Insurance

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



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

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

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

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

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

## 7. 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.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

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

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

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

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

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

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

#### 12. 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.

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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.

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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 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 the 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 prime 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) 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 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.

- (e) 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.

- (f) 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.
- (g) 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.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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.
- (j) 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.
- (k) 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.

(l) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State 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:

- (i) 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;
- (ii) 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
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

# **SUPPLEMENTAL GENERAL CONDITIONS**

The following supplements modify the General Conditions contained within the Project Manual. These supplemental conditions supersede any conflicting portion of the general conditions. All non-conflicting or unaltered portions of HUD 5370 General Conditions shall remain in effect.

1. **CHANGE ORDER MARKUP**

The total maximum markup on any change in the Work, either requested by the Owner, Architect or Contractor, including overhead and profit shall not exceed eight percent (8%) of the total cost for Contractor and Subcontractors combined. This markup amount shall include all insurance costs, labor burden, overhead, and any additional consequential costs the Contractor may incur. This markup amount shall be equally applied to both additive and deductive Change Orders.
2. **CLAIMS FOR ADDITIONAL TIME DUE TO ADVERSE WEATHER**

The Contractor may submit a claim for additional time for adverse weather (over and above the norm only) in accordance to the General Conditions. The Contractor will under no circumstances be awarded any additional payment for delays in the work due to adverse weather conditions.
3. **CLAIMS FOR ADDITIONAL TIME DUE TO NO FAULT DELAYS**

The Contractor may submit a claim for additional time for project delays that are caused due to no fault of the Owner in accordance with the General Conditions. The Contractor will under no circumstances be awarded any additional payment for delays in the work that are caused due to no fault of the Owner.
4. **CHANGE ORDER COST/TIME**

Every change request submitted by the contractor shall include a proposed change in contract cost (either add, deduct, or no change) and a change in time in form of additional days needed (if any) to perform the work. Once a change request is formally accepted by the Owner there shall be no additional cost or time added to the requested item under any circumstances.
5. **PERMIT COSTS**

All permit costs are to be paid by the Contractor. This will include the building permit, any utility permits, any governmental permits, land permits, occupancy permit, and any other state, federal, or local permits required on the project.
6. **ON SITE SUPERINTENDENT**

The Contractor is required to have a permanent job superintendent on site throughout the project. This person is to remain on the job throughout the duration of construction and not be replaced unless asked to do so by the Owner. Should the Owner deem the superintendent not acceptable due to lack of experience, lack of job site control, or other reasons the Contractor shall replace the superintendent within one week.
7. **ACCESS TO RECORDS**

Job superintendent shall maintain a set of record documents in good conditions at all times for reference by the Owner or Architect on site.
8. **OWNER'S RIGHT TO DO WORK**

The owner has the right to perform work as necessary inside the boundaries of the construction site. This work shall be coordinated with the job superintendent but shall not in any way cause any delay or adverse working condition for the Contractor. Should an Owner's work cause any

delay or adverse working condition the Owner shall suspend work until such time as the work will not affect the Contractor's day to day operations. The Contractor shall not limit the Owner from performing work should his conditions not be affected. Owner shall obey ALL safety regulations put in effect by the Contractor for any work in the construction area.

9. HOURS OF LABOR

Designated work hours will be determined by the Owner. Under no circumstances shall work begin before 7 am. After hours, weekend, and holiday work is acceptable with permission from the Owner and with specific coordination with the Owner's on site representative. No increase in cost will be provided the Contractor for any after hours, weekend, or holiday work. All workers shall park in designated parking areas approved by the Owner only. Parking on grass will not be permitted. Should ruts be made by workers they shall be repaired, seeded/strawed and watered until covered with appropriate vegetation.

10. STORED MATERIALS

Should the Contractor desire to include stored materials on an application for payment, materials must be stored one of the following manners:

- a. On the construction site behind a locked gate or secured in an approved fashion
- b. In an approved off site location, photographic evidence provided, and insured with the Owner named as the policy holder.

11. RETAINAGE

Retainage in the amount of 5% shall be deducted from each Pay Application. This amount will be held throughout the project. No reduction in the retainage amount will be accepted at any time until the project is deemed substantially complete by the Architect.

12. PUNCH LIST

The Contractor is to coordinate the date with the Architect to perform the punch list. Before this inspection is performed the contractor is to have compiled and completed his own punch list. If the Architect feels the Contractor has asked for a punch list inspection before the project is ready or there is a large list of outstanding items making the list exorbitantly long the Contractor will be responsible for a payment to the Architect for time and expenses rendered. Should the Architect have to return to the site more than one additional time to review the progress of the punch list items the Contractor will be responsible for a payment to the Architect for time and expenses rendered. Time and expenses will be billed at \$175/hr with a minimum of 4 hours.

13. BUILDER'S RISK INSURANCE

Builder's Risk insurance will be the responsibility of the Owner. The Contractor shall not include this cost in his bid. This does not alleviate the responsibility of the Contractor to supply all other types of insurance required in other parts of the contract documents. The Contractor may request a copy of the Builder's Risk policy from the Owner.

14. CLEAN UP

The job site shall be kept clean throughout the project. Daily trash pickup and sweeping shall occur. Any gates, doors, or other security measures shall be closed and locked on a daily basis. An unorganized and trashy job site will not be tolerated.

15. SCHEDULE

The Contractor shall turn in a project schedule by the date the Notice to Proceed is given. This schedule shall be completed on Microsoft Project or a similar program and updated monthly. A revised schedule shall be submitted at each pay/progress meeting.



**16. SCHEDULE OF VALUES**

The Contractor shall turn in a detailed comprehensive schedule of values within one week of being awarded the project. This schedule shall include all anticipated subcontractors expected to be used on the project. Amounts for each category shall be shown totaling the amount of the bid.

**17. PAY/PROGRESS MEETINGS**

A Pay/Progress meeting will be set up on a monthly basis. At this time the Contractor is to submit a pay application on the corresponding HUD pay application form. Included with the pay application shall be a continuation sheet showing the progress of each item listed in the schedule of values. At the time of the second submitted pay application, lien waivers from all subcontractors and major material suppliers paid from proceeds from the first Pay Application shall be included. Up to date certified payroll reports (2 copies) shall be turned in monthly (unless requested more frequently by the Owner) as well. A minimum of six (6) packages of the following (all stapled together) shall be brought to each meeting by the Contractor:

- a. Pay Application
- b. Lien Waivers from all subcontractors, major material suppliers, and one for the full amount of the previous month's pay application from the Contractor
- c. Updated construction schedule

The Contractor shall email a copy of the pay application to the Architect a minimum of 30 hours before the scheduled date/time of each Pay/Progress meeting.

**18. LIQUIDATED DAMAGES**

Failure to complete the Work by the specified time will result in actual damage to the Owner. Since actual damages would be difficult or impossible to determine, it is agreed that the Contractor shall pay to the Owner, not as a penalty but as liquidated damages, the sum of \$100.00 per Day for each Day elapsed past the date set for Substantial Completion, until such time as Substantial Completion has been obtained. Liquidated damages may be deducted by the Owner from any funds due the Contractor.

**19. SUBMITTAL AND SHOP DRAWING REVIEW**

The Architect (or Architect's consultants) will review all submittals and shop drawings. This review is for conformity with design concept and general conformance to contract documents only. Review does not cover and the Contractor is solely responsible for:

- a. Confirming and correlating dimensions at the job site for accuracy, fit-tolerances, and clearances
- b. Quantities
- c. Fabrication processes and the means, methods, techniques, sequences, and procedure of construction
- d. Coordination of contractor's work and submittal with all trades
- e. Full compliance with contract documents
- f. Adequacy of detail

Review does not constitute an "approval". The Contractor remains solely responsible for providing all specified materials or information showing where a product was accepted as an approved equal by the Architect (or Architect's consultant).

The Architect will review each submittal/shop drawing a maximum of two times. Should a submittal/shop drawing be required to be resubmitted more than once the Contractor will be charged for the Architect's time and expenses at \$175/hr with a minimum of 4 hours.

END OF SECTION

## **WAGE RATES**

- A. Wage Determinations follow this page.
- B. Equal Employment Opportunity shall be practiced in accordance with the enclosed statement; copies of this statement will be posted as required by the Owner, HUD or the Architect.
- C. “RESIDENTIAL” Wage Rate: This rate shall be used for all work.

"General Decision Number: MO20210060 01/01/2021

Superseded General Decision Number: MO20200060

State: **Missouri**

Construction Type: **Residential**

Counties: Bollinger, **Butler**, Cape Girardeau, Carter, Dunklin, Howell, Iron, Madison, Mississippi, New Madrid, Oregon, Pemiscot, Perry, Reynolds, Ripley, Scott, Shannon, St Francois, Ste Genevieve, Stoddard, Texas and Wayne Counties in Missouri.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contractssubject 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 payall workers in any classification listed on this wagedetermination at least \$10.95 per hour (or the applicablewage rate listed on this wage determination, if it is higher)for all hours spent performing on the contract in calendaryear 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). 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](http://www.dol.gov/whd/govcontracts).

Modification Number            Publication Date  
   0    01/01/2021

\* BRMO0015-034 06/03/2020

CARTER, HOWELL, OREGON, SHANNON, AND TEXAS COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.81	13.54
-----		

SHEE0036-011 07/01/2020

CARTER, HOWELL, OREGON, REYNOLDS, RIPLEY, SHANNON & TEXAS COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Installation of HVAC Duct and HVAC System).....	\$ 30.46	15.19
-----		
SHEE0036-030 08/01/2020		

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, IRON, MADISON,  
MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, SCOTT, ST. FRANCOIS,  
STE. GENEVIEVE, STODDARD & WAYNE COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Installation of HVAC Duct and HVAC System).....	\$ 44.71	23.74
-----		
SUMO2011-004 08/11/2011		

	Rates	Fringes
CARPENTER.....	\$ 17.16	2.77
ELECTRICIAN.....	\$ 15.53	0.00
LABORER: Common or General.....	\$ 17.15	5.69
PAINTER: Brush Only.....	\$ 18.75	5.80
PAINTER: Roller.....	\$ 18.75	5.80
-----		

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

=====

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](http://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.

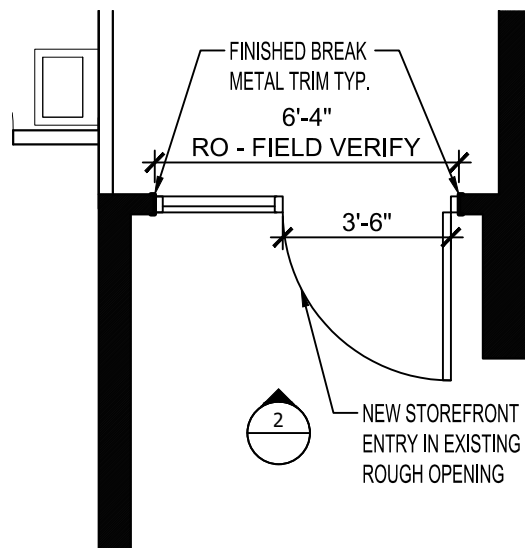
=====

END OF GENERAL DECISION

"

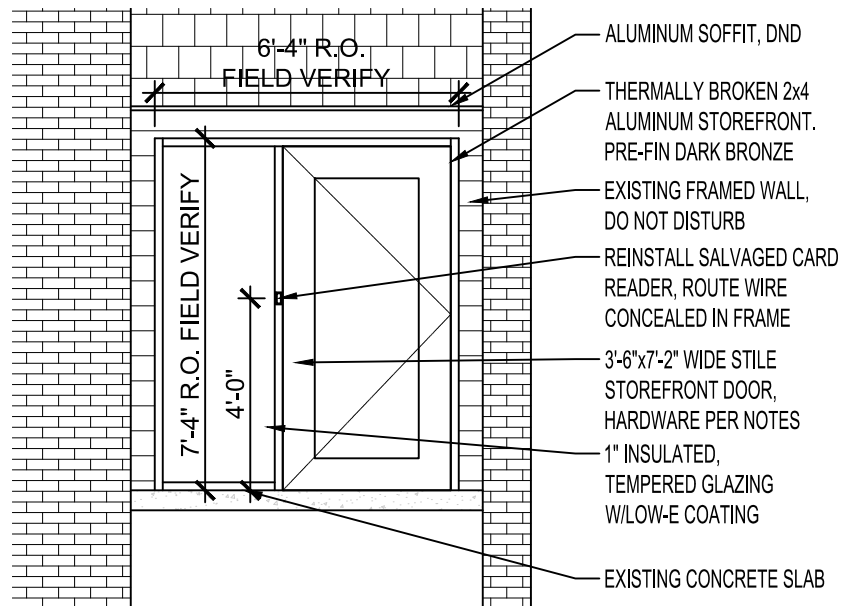
# GENERAL NOTES:

1. THE EXISTING CONDITIONS INDICATED ON THE DRAWINGS ARE TAKEN FROM INFORMATION PROVIDED BY THE OWNER AND VISUAL SITE INSPECTIONS AND ARE NOT TO BE CONSTRUED AS "AS BUILT" CONDITIONS. THE INFORMATION IS SHOWN TO HELP ESTABLISH THE EXTENT OF THE WORK TO BE PERFORMED. VERIFY ALL EXISTING CONDITIONS BEFORE SUBMITTING BID.
2. REMOVE EXISTING HOLLOW METAL DOOR, SIDELITE ASSEMBLY, AND ASSOCIATED CONSTRUCTION AS REQUIRED FOR THE INSTALLATION OF NEW DOOR ASSEMBLY AS SHOWN.
3. SALVAGE CARD READER AND WIRING FOR RE-USE.
4. RESEAL AROUND NEW ASSEMBLY WITH COLOR TO MATCH FRAME.
5. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING ASSEMBLY OFFSITE IN A LEGAL MANNER.
6. HARDWARE SHALL INCLUDE THE FOLLOWING:
  - CONTINUOUS HINGE
  - GASKETING
  - FLUSH THRESHOLD
  - SWEEP
  - ELECTRIC STRIKE (COMPATIBLE W/ EXISTING CARD READER)
  - EXIT DEVICE
  - CLOSER
  - WALL STOP
  - SALVAGE AND REINSTALL CARD READER



## 1 ENTRY PLAN - WILSON

SCALE: 1/4" = 1'-0"



## 2 NEW ENTRY ELEVATION

SCALE: 1/4" = 1'-0"



SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor, Architect will issue a Change Order, for all changes to the Contract Sum or the Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to the Contract Sum or the Contract Time.

1.2 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least 10 days before the initial Application for Payment. Break down the Contract Sum into at least one line item for each Specification Section in the Project Manual table of contents. Coordinate the Schedule of Values with Contractor's Construction Schedule.
  - 1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 2. Provide separate line items in the Schedule of Values for initial cost of materials and for total installed value of that part of the Work.
- B. Submit 6 copies of each application for payment according to the schedule established in Owner/Contractor Agreement.
  - 1. 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.
  - 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation.
    - a. Include consent of surety to final payment and insurance certificates.
    - b. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General Project coordination procedures.
  - 2. Coordination Drawings.
  - 3. Project meetings.

1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in various 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 where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memorandums 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 memorandums for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittal.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities.

1.3 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
- B. Pre-construction Conference: Schedule a pre-construction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing.
    - d. Designation of responsible personnel.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for processing Applications for Payment.
    - g. Distribution of the Contract Documents.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Use of the premises.
    - k. Responsibility for temporary facilities and controls.
    - l. Parking availability.
    - m. Office, work, and storage areas.
    - n. Equipment deliveries and priorities.
    - o. First aid.
    - p. Security.
    - q. Progress cleaning.
    - r. Working hours.
- C. Pre-installation Conferences: Conduct a pre-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 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 Change Orders.

- d. Purchases.
  - e. Deliveries.
  - f. Submittal.
  - g. Review of mock ups.
  - h. Possible conflicts.
  - i. Compatibility problems.
  - j. Time schedules.
  - k. Weather limitations.
  - l. Manufacturer's written recommendations.
  - m. Warranty requirements.
  - n. Compatibility of materials.
  - o. Acceptability of substrates.
  - p. Temporary facilities and controls.
  - q. Space and access limitations.
  - r. Regulations of authorities having jurisdiction.
  - s. Testing and inspecting requirements.
  - t. Required performance results.
  - u. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements.
  - 4. 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.
- D. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests. Architect may call intermediate meets weekly or as required.
- 1. Attendees: In addition to representatives of Owner and Architect, 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. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittal.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.

- 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Change Orders.
  - 14) Documentation of information for payment requests.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01330 - SUBMITTAL PROCEDURES.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittal.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment

1.3 DEFINITIONS

- A. Action Submittal: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittal: Written information that does not require Architect's approval. Submittal may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittal with performance of construction activities.
  - 1. Coordinate transmittal of different types of submittal 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. Submittal 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.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.

1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- D. 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 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 of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Unique identifier, including revision number.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references as appropriate.
    - k. Other necessary identification
- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- F. 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.
- G. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Number of Copies: Submit (6) copies of each submittal, unless otherwise indicated. Architect will return (4) copies. Mark up and retain one returned copy as a Project Record Document. Mark up and retain one returned copy to include with Closeout Submittals Section 1701
- 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 operating and maintenance manuals.
  - k. Compliance with recognized trade association standards.
  - l. Compliance with recognized testing agency standards..
  
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  1. Preparation: 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.
  2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  3. 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 24 by 36 inches.
  
- D. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
  
- E. Samples: Prepare physical units of materials or products, including the following:
  1. Comply with requirements in Division 1 Section "Quality Requirements" for mock ups.
  2. 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. Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.



3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the 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. Submit two (2) sets of Samples. Architect will retain one (1) Sample set; remainder will be returned
  4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
    - F. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.
    - G. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
    - H. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
    - I. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
    - J. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
    - K. 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.
- 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Architect will not return copies.
  2. 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.
  3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."

Delete first paragraph below for projects with a construction manager.

- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."

- 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. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- 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.
- J. Pre-construction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- K. 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.
- L. 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.
- M. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. 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.
- N. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures "

- P. 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.
- Q. 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.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check 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. General: Architect will not review submittal that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittal: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittal: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittal not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

## SECTION 01400 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. 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. Testing and inspecting services are specified in other Sections of these Specifications or are required by authorities having jurisdiction and shall be performed by independent testing agencies.
  2. Where quality-control services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these services.
  3. Contractor is responsible for scheduling times for tests, inspections, and obtaining samples and notifying testing agency.
  4. Retesting and Reinspecting: Contractor shall pay for additional testing and inspecting required as a result of tests and inspections indicating noncompliance with requirements.
- B. Submittals: Testing agency shall submit a certified written report of each test and inspection to Contractor, Architect, and to authorities having jurisdiction when they so direct. Reports of each inspection, test, or similar service shall include the following:
1. Name, address, and telephone number of testing agency.
  2. Project title and number.
  3. Date of issue.
  4. Dates and locations of samples and tests or inspections.
  5. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  6. Names of individuals making tests and inspections.
  7. Description of the Work and test and inspection method.
  8. Complete test or inspection data, test and inspection results, an interpretation of test results, and comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  9. Recommendations on retesting and reinspecting.
  10. Name and signature of laboratory inspector.
- C. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.
- D. Testing Agency Responsibilities: Testing agency shall cooperate with Architect and Contractor in performing its duties and shall provide qualified personnel to perform inspections and tests.
1. Agency shall promptly notify Architect and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
  2. Agency shall not release, revoke, alter, or increase requirements of the Contract Documents nor approve or accept any portion of the Work.
  3. Agency shall not perform any duties of Contractor.

- E. Auxiliary Services: Cooperate with testing agencies and provide auxiliary services as requested, including the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of materials for testing, and assistance in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Security and protection for samples and for testing and inspecting equipment.
- F. 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01400

## SECTION 01600 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitutions: Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
  - 1. Submit (3) three copies of each request for product substitution.
  - 2. Submit requests within 60 days after the Notice to Proceed .
  - 3. Do not submit unapproved substitutions on Shop Drawings or other submittals.
  - 4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
  - 5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection by change Order.
- C. Comparable Product Requests:
  - 1. Submit (3) three copies of each request for comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
  - 2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
  - 3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- D. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 4. Store materials in a manner that will not endanger Project structure.
  - 5. 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.

- E. 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.

## PART 2 - PRODUCTS

### 2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
  - 2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
  - 1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
  - 2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
  - 3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available manufacturers," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
  - 4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
  - 5. Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

## PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

## SECTION 01701 - 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 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.
  - 8. Action Submittals.

#### 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 reinspection 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.
- E. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

### 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 **or operational elements** 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 **minimize** 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 01701

## SECTION 06100 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Framing with dimension lumber.
  - 2. Wood blocking, cants, and nailers.
  - 3. Wood furring and grounds.

#### 1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise indicated.
- B. Exposed Framing: Dimension lumber not concealed by other construction.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NELMA - Northeastern Lumber Manufacturers Association.
  - 2. NLGA - National Lumber Grades Authority.
  - 3. RIS - Redwood Inspection Service.
  - 4. SPIB - Southern Pine Inspection Bureau.
  - 5. WCLIB - West Coast Lumber Inspection Bureau.
  - 6. WWPA - Western Wood Products Association.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
  - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include

physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D 5516 and ASTM D 5664.

3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.

C. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Engineered wood products.
4. Foam-plastic sheathing.
5. Power-driven fasteners.
6. Powder-actuated fasteners.
7. Expansion anchors.
8. Metal framing anchors.
9. Building wrap.

## 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

B. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.

C. Source Limitations for Fire-Retardant-Treated Wood: Obtain each type of fire-retardant-treated wood product through one source from a single producer.

## 1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
4. Provide dressed lumber, S4S, unless otherwise indicated.
5. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
6. Provide dry lumber with 15 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

## 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWA C2 (lumber), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWWA C31 with inorganic boron (SBX).
1. Preservative Chemicals: Acceptable to authorities having jurisdiction and the following:
    - a. Chromated copper arsenate (CCA).
    - b. Ammoniacal copper zinc arsenate (ACZA).
    - c. Ammoniacal, or amine, copper quat (ACQ).
    - d. Copper bis (dimethyldithiocarbamate) (CDDC).
    - e. Ammoniacal copper citrate (CC).
    - f. Copper azole, Type A (CBA-A).
    - g. Oxine copper (copper-8-quinolinolate) in a light petroleum solvent.
  2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- D. Application: Treat items indicated on Drawings, and the following:
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
  3. Wood framing members less than 18 inches above grade.

## 2.3 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.
- B. General: Provide lumber for support or attachment of other construction, including the following:
  1. Blocking.
  2. Nailers.
  3. Furring.
  4. Grounds.

## 2.4 WOOD PANEL PRODUCTS, GENERAL

- A. Sign Plywood: Medium Density (MDO) Plywood produced with a resin-impregnated fiber overlay manufactured with an Exterior Bond Classification.
  1. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
  2. Factory mark panels to indicate compliance with applicable standard.
- B. Wood Structural Panels:
  1. Plywood: DOC PS 1.
  2. Comply with "Code Plus" provisions in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial."
- C. OSB Roof Panels
  1. OSB manufactured to meet the performance requirements of the voluntary product standard PS2-92 Wood Based Structural Use Panels, CSA 0325 Construction Sheathing (and/or CSA 0437 OSB and Waferboard).

## 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  1. 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] [of Type 304 stainless steel].
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1. .

- G. Bolts: Steel bolts complying with ASTM A 307, Grade A ; with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 .

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Apply field treatment complying with AWP A M4 to cut surfaces of preservative-treated lumber and plywood.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. CABO NER-272 for power-driven fasteners.
  - 2. Published requirements of metal framing anchor manufacturer.
  - 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in the Uniform Building Code.
  - 4. Table 2305.2, "Fastening Schedule," in the BOCA National Building Code.
  - 5. Table 2306.1, "Fastening Schedule," in the Standard Building Code.
  - 6. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in the International One- and Two-Family Dwelling Code.
- E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.



3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build anchor bolts into masonry during installation of masonry work. Where possible, secure anchor bolts to formwork before concrete placement.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

END OF SECTION 06100

## SECTION 07920 - JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and color Samples.
- B. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F

## PART 2 - PRODUCTS

## 2.1 JOINT SEALANTS

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
- B. Sealant for General Exterior Use Where Another Type Is Not Specified, One of the Following:
  - 1. Single-component, nonsag polysulfide sealant, ASTM C 920, Type S; Grade NS; Class 12-1/2; Uses NT, M, G, A, and O.
  - 2. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses T, NT, M, G, A, and O.
  - 3. Single-component, nonsag urethane sealant, ASTM C 920, Type S; Grade NS; Class 25; and Uses NT, M, A, and O.
- C. Sealant for Use in Interior Joints in Ceramic Tile and Other Hard Surfaces in Kitchens and Toilet Rooms and Around Plumbing Fixtures:
  - 1. Single-component, mildew-resistant silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses NT, G, A, and O; formulated with fungicide.
- D. Sealant for Interior Use at Perimeters of Door and Window Frames:
  - 1. Latex sealant, single-component, nonsag, mildew-resistant, paintable, acrylic-emulsion sealant complying with ASTM C 834.
- E. Acoustical Sealant for Party Wall Interior Joints and Gaps:
  - 1. QuietZone Acoustic Sealant by Owens Corning
    - a. Non-hardening, premium siliconized acrylic sealant for interior and exterior use.
    - b. Paintable, water clean-up.

2.2 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer.
- B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with ASTM C 1193.
- B. Comply with ASTM C 919 for use of joint sealants in acoustical applications.

END OF SECTION 07920

## SECTION 08 431

## ALUMINUM-FRAMED STOREFRONTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Aluminum-framed storefront.
- B. Aluminum doors and frames.
- C. Weatherstripping.

## 1.2 RELATED REQUIREMENTS

- A. Section 08800 - Glazing: Glass and glazing accessories.

## 1.3 REFERENCE STANDARDS

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum From Shop to Site; 2015.
- B. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2014 (2015 Errata).
- C. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- D. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.
- E. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
- F. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2013.

## 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of other components that comprise the exterior enclosure.

## 1.5 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, internal drainage details.
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related Work, expansion and contraction joint location and details, and field welding required.
- D. Hardware Schedule: Complete itemization of each item of hardware to be provided for each door, cross-referenced to door identification numbers in Contract Documents.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

## 1.8 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F. Maintain this minimum temperature during and 48 hours after installation.

## PART 2 PRODUCTS

### 2.1 STOREFRONT/FRAMES

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
  1. Glazing Position: Front-set.
  2. Finish: Class II color anodized.
    - a. Factory finish all surfaces that will be exposed in completed assemblies.
  3. Finish Color: As selected by Architect from manufacturer's standard line.
  4. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
  5. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
  6. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
  7. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
  8. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
  9. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.

### 2.2 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
  1. Framing members for interior applications need not be thermally broken.
  2. Glazing Stops: Flush.
- B. Glazing: As specified in Section 08800.
- C. Swing Doors: Glazed aluminum.
  1. Thickness: 1-3/4 inches.
  2. Top Rail: 8 inches wide.
  3. Vertical Stiles: 8 inches wide.
  4. Bottom Rail: 8 inches wide.
  5. Glazing Stops: Square.
  6. Finish: Same as storefront.

### 2.4 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Sheet Aluminum: ASTM B209 (ASTM B209M).
- C. Fasteners: Stainless steel.
- D. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.

## 2.5 FINISHES

- A. Class I Color Anodized Finish: AAMA 611 AA-M12C22A44 Electrolytically deposited colored anodic coating not less than 0.7 mils thick.
- B. Color: Dark Bronze anodized.

## 2.6 HARDWARE

- A. For each door, include weatherstripping, sill sweep strip, and threshold.
- B. C. Weatherstripping: Wool pile, continuous and replaceable; provide on all doors.
- D. Sill Sweep Strips: Resilient seal type, retracting, of neoprene; provide on all doors.
- E. Threshold: Extruded aluminum, one piece per door opening, ribbed surface; provide on all doors.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that wall openings and adjoining air and vapor seal materials are ready to receive work of this section.

### 3.2 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install sill flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.
- G. Where fasteners penetrate sill flashings, make watertight by seating and sealing fastener heads to sill flashing.
- H. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- I. Set thresholds in bed of sealant and secure.
- J. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

### 3.3 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inches every 3 ft non-cumulative or 1/16 inches per 10 ft, whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

### 3.4 ADJUSTING

- A. Adjust operating hardware for smooth operation.

### 3.5 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.

3.6 PROTECTION

- A. Protect installed products from damage until Date of Substantial Completion.

END OF SECTION 08 431

SECTION 08800 - GLAZING

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. Glass for storefront framing.
  - 2. Glazing sealants and accessories.

1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- C. IBC: International Building Code.

1.4 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.5 ACTION SUBMITTALS

- A. Shop Drawings
- B. Product Data: For each type of product.
- C. Glass Samples: For each type of glass product other than clear monolithic vision glass [the following products; 12 inches (300 mm) square.



## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is approved[ **and certified**] by coated-glass manufacturer.
- B. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

## 1.8 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.
  - 1. Obtain tinted glass from single source from single manufacturer.
  - 2. Obtain reflective-coated glass from single source from single manufacturer.
- B. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; deterioration of glazing materials; or other defects in construction.

- B. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.
- C. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

### 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: Glazing Manual."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
- D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

### 2.4 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C 1036, Type I, Class 1 (clear), Quality-Q3.
- B. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- C. Fire-Protection-Rated Glazing: Type, thickness, and configuration of glazing that contains flame, smoke, and does not block radiant heat, as required to achieve indicated fire-rating period of 60 minutes or less.

### 2.5 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.

## 2.6 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
  1. AAMA 804.3 tape, where indicated.
  2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
  1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
  2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

## 2.7 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

## 2.8 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
  - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep systems.
  - 3. Minimum required face and edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge

damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.

- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.7 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.

- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

### 3.8 MONOLITHIC GLASS SCHEDULE

- A. Glass Type GL-1: fully tempered insulated float glass.

END OF SECTION 08800