

PROJECT MANUAL

SITE UPGRADES  
AT

**ELMS VILLAGE**

Elms Village Drive, East Hartford, CT

**THE HIGHLANDS**

1403 Main Street, East Hartford, CT

**ROCHAMBEAU APARTMENTS**

68 Silver Lane, East Hartford, CT

OWNER

EAST HARTFORD HOUSING AUTHORITY

546 Burnside Avenue

East Hartford, Connecticut 06108

Debra Bouchard, Executive Director

BID DOCUMENTS DATED:

**JULY 17, 2020**



CSA PROJECT 20-04

**BID NOTE: This project will be completed over several years via separate bid packages. The drawings and specifications are all encompassing for all work for all sites mentioned. Refer to Bid Form for the applicable project.**

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for the EAST HARTFORD HOUSING AUTHORITY  
CSA Project 20-04

**BID NOTE:** This project will be completed over several years via separate bid packages. The drawings and specifications are all encompassing for all work for all sites mentioned. Refer to Bid Form for the applicable project.

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Ms. Debra Bouchard  
Executive Director  
East Hartford Housing Authority  
546 Burnside Avenue  
East Hartford, CT 06108

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

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

## 8. Contract Award

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

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

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

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



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

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

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

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

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

**10. Assurance of Completion**

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

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

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

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

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

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

# Previous Participation Certification

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

U.S. Department of Agriculture  
Farmers Home Administration

OMB Approval No. 2502-0118  
(exp. 7/31/2006)

**Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification**

**For HUD HQ/FmHA use only**

1. Agency Name and City where the application is filed

2. Project Name, Project Number, City and Zip Code contained in the application

3. Loan or Contract Amount

4. Number of Units or Beds

5. Section of Act

6. Type of Project (check one)

Existing

Rehabilitation

Proposed (New)

**List of All Proposed Principal Participants**

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)

8. Role of Each Principal in Project

9. Expected % Ownership Interest in Project

10. Social Security or IRS Employer Number

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

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

I further certify that:

1. Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and local government housing finance agencies in which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.

- a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
- b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
- c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
- d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
- e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.

(A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

- f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
- g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
- 3. **All** the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
- 4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part O and

USDA's Standard of Conduct in 7 C.F.R. Part O Subpart B.

- 5. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
- 6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws.
- 7. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- 8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name)

Area Code and Telephone No.



**Schedule A: List of Previous Projects and Section 8 Contracts.** By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "**No previous participation, First Experience.**"

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation?		6. Last Mgmt. and/or Physical Inspctr Rating
				Yes	No If "Yes," explain	

**Part II – For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

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

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

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

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

**Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

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

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

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

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

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

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

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

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

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

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

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

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

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

### Specific Line Instructions:

**Reason for submitting this Certification:** e.g., refinance, management, change in ownership, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

**Block 8:** Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

**Block 9:** Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

**Block 10:** Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

**Instructions for Completing Schedule A:**

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

**Column 2** List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

**Column 3** List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

**Column 4** Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

**Column 5** Explain any project defaults during your participation.

**Column 6** Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

**No Previous Record:** Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name – "No previous participation, first experience."

**Master List System:** If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "**Master List**." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List  
Participation and Compliance  
Division – Housing  
U.S. Department of Housing and  
Urban Development  
451 Seventh Street, S.W.  
Washington, D.C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

**If you have withdrawn from a project** since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

**Certification:**

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

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

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

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

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

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

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

FORM OF BID

**SITE UPGRADES AT  
ROCHAMBEAU APARTMENTS**

East Hartford, Connecticut 06108  
for the  
EAST HARTFORD HOUSING AUTHORITY  
546 Burnside Avenue  
East Hartford, CT 06108

Bidding Contractor: \_\_\_\_\_

To Whom It May Concern:

1. The undersigned, having familiarized ( ) himself ( ) themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, Representations, Certifications, and other Statements of Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form for Completing the Previous Participation Certificate, the Previous Participation Certificate, the Statement of Bidder's Construction Experience, the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions and the general scope of work, the Technical Specifications and Drawings) and addenda, if any therefore, as prepared by Capital Studio Architects, and on file in the office of the East Hartford Housing Authority ("Authority") hereby proposes to construct Site Upgrades at Rochambeau Apartments, all in accordance therewith.

2. BASE BID: The base bid includes all work as shown on drawings and within project manual:

\$ \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_ )  
*(written)* *(numerical)*

2a. ITEMIZED PER WORK ITEM: The Bidder further submits that the above base bid amount per site is broken down per work item at each site as follows:

1. ROCHAMBEAU:

- A. Concrete sidewalks and concrete curbs. (\$ \_\_\_\_\_).
- B. Bituminous paving, curbs, crack repair and sealants. (\$ \_\_\_\_\_).
- C. Line Stripping. (\$ \_\_\_\_\_).

3. In submitting this bid, it is understood that the right is reserved by the Authority to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required performance bond within ten (10) days after the Contract is presented to him for signature.
4. Security in the sum of \$ \_\_\_\_\_ Dollars in the form of a bid bond is submitted herewith in accordance with the specifications, and based on the Base Bid amount.
5. Attached hereto is an affidavit is proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this proposal is submitted.
6. The bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filled all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt for the clause).
7. **BID SUBMISSIONS MUST INCLUDE THE FOLLOWING:**  
Review all forms and provide all signatures and seals where required to be considered a valid bid.
  - A. Form of Bid (*all pages*) with required signatures.
  - B. Bid Bond.
  - C. Previous Participation Certification (*HUD-2530*).
  - D. Form of Non-Collusive Affidavit (*by Prime Contractor*).
  - E. Statement of Bidder's Construction Experience.
  - F. Certificate of Insurance.
  - G. Section 3 Plan.
  - H. Section 3 Certification.
8. **ALTERNATES:**  
Refer to Specification Section 01230 – Alternates for administrative and procedural requirements and a full description of Alternate work. Bid amounts for each Alternate are to include costs of related coordination, modification or adjustment.
  - NONE SCHEDULED
9. **UNIT PRICES:**  
The undersigned further proposes and agrees that, should the amount of work required be increased or decreased by a request of the Owner, the following Unit Price will be the basic price for computing extra cost or credit. Each Unit Price shall include all equipment, tools, labor, permits, fees, overhead and profit, etc. incidental to completion of the work involved and the disposal of surplus or unsuitable material in accordance with the Plans and Specifications or as directed by the Architect. It is understood that the right is reserved by the Owner to reject or negotiate any or all of these Unit Prices. Unit Prices for ADD shall include the Contractor's overhead and profit and DEDUCT shall be the ADD price less 10% percent.
  - NONE SCHEDULED
10. All required forms must be filled out completely. The Authority may consider as non-responsive any bid that is incomplete or not submitted in the prescribed format.

11. The Contract award will be made to the lowest responsible bidder. The Authority reserves the right to reject any and all bids, and to waive any informality in the bids when such action is deemed to be in the best interest of the Authority. The Authority further reserves the right to increase or decrease the award, in accordance with the availability of funds. The Authority reserves the right to negotiate all Unit Price and Alternate Price bids when in the opinion of the Authority those prices do not accurately reflect current fair market value or competitive pricing.

12. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments, at any location, under his control, where segregated facilities are maintained. He further certifies that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room 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 which are segregated by explicit directive or are in fact segregated on the basis or race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

13. **ADDENDUM RECEIPT:**

The receipt of the Addendum to Drawings and Specifications is hereby acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

14. **BID FORM SIGNATURES**

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

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

Bidder: \_\_\_\_\_

Address:

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

END OF BID FORM  
6/15/2020 10:14 AM

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FORM OF BID

**SITE UPGRADES AT  
ELMS VILLAGE APARTMENTS**

East Hartford, Connecticut 06108

for the

EAST HARTFORD HOUSING AUTHORITY

546 Burnside Avenue

East Hartford, CT 06108

Bidding Contractor: \_\_\_\_\_

To Whom It May Concern:

1. The undersigned, having familiarized ( ) himself ( ) themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, Representations, Certifications, and other Statements of Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form for Completing the Previous Participation Certificate, the Previous Participation Certificate, the Statement of Bidder's Construction Experience, the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions and the general scope of work, the Technical Specifications and Drawings) and addenda, if any therefore, as prepared by Capital Studio Architects, and on file in the office of the East Hartford Housing Authority ("Authority") hereby proposes to construct Site Upgrades at Elms Village Apartments, all in accordance therewith.

2. BASE BID: The base bid includes all work as shown on drawings and within project manual:

\$ \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)  
(written) (numerical)

2a. ITEMIZED PER WORK ITEM: The Bidder further submits that the above base bid amount per site is broken down per work item at each site as follows:

1. ELMS VILLAGE:

- A. Concrete sidewalks and concrete curbs. (\$ \_\_\_\_\_).
- B. Bituminous paving, curbs, crack repair and sealants. (\$ \_\_\_\_\_).
- C. Line Stripping. (\$ \_\_\_\_\_).



3. In submitting this bid, it is understood that the right is reserved by the Authority to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required performance bond within ten (10) days after the Contract is presented to him for signature.
4. Security in the sum of \$ \_\_\_\_\_ Dollars in the form of a bid bond is submitted herewith in accordance with the specifications, and based on the Base Bid amount.
5. Attached hereto is an affidavit is proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this proposal is submitted.
6. The bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filled all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt for the clause).
7. **BID SUBMISSIONS MUST INCLUDE THE FOLLOWING:**  
Review all forms and provide all signatures and seals where required to be considered a valid bid.
  - A. Form of Bid (*all pages*) with required signatures.
  - B. Bid Bond.
  - C. Previous Participation Certification (*HUD-2530*).
  - D. Form of Non-Collusive Affidavit (*by Prime Contractor*).
  - E. Statement of Bidder's Construction Experience.
  - F. Certificate of Insurance.
  - G. Section 3 Plan.
  - H. Section 3 Certification.
8. **ALTERNATES:**  
Refer to Specification Section 01230 – Alternates for administrative and procedural requirements and a full description of Alternate work. Bid amounts for each Alternate are to include costs of related coordination, modification or adjustment.
  - NONE SCHEDULED
9. **UNIT PRICES:**  
The undersigned further proposes and agrees that, should the amount of work required be increased or decreased by a request of the Owner, the following Unit Price will be the basic price for computing extra cost or credit. Each Unit Price shall include all equipment, tools, labor, permits, fees, overhead and profit, etc. incidental to completion of the work involved and the disposal of surplus or unsuitable material in accordance with the Plans and Specifications or as directed by the Architect. It is understood that the right is reserved by the Owner to reject or negotiate any or all of these Unit Prices. Unit Prices for ADD shall include the Contractor's overhead and profit and DEDUCT shall be the ADD price less 10% percent.
  - NONE SCHEDULED
10. All required forms must be filled out completely. The Authority may consider as non-responsive any bid that is incomplete or not submitted in the prescribed format.

11. The Contract award will be made to the lowest responsible bidder. The Authority reserves the right to reject any and all bids, and to waive any informality in the bids when such action is deemed to be in the best interest of the Authority. The Authority further reserves the right to increase or decrease the award, in accordance with the availability of funds. The Authority reserves the right to negotiate all Unit Price and Alternate Price bids when in the opinion of the Authority those prices do not accurately reflect current fair market value or competitive pricing.

12. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments, at any location, under his control, where segregated facilities are maintained. He further certifies that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room 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 which are segregated by explicit directive or are in fact segregated on the basis or race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

13. **ADDENDUM RECEIPT:**

The receipt of the Addendum to Drawings and Specifications is hereby acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

14. **BID FORM SIGNATURES**

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

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

Bidder: \_\_\_\_\_

Address:

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

END OF BID FORM  
6/15/2020 10:05 AM

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FORM OF BID

**SITE UPGRADES AT  
THE HIGHLANDS APARTMENTS**

East Hartford, Connecticut 06108  
for the  
EAST HARTFORD HOUSING AUTHORITY  
546 Burnside Avenue  
East Hartford, CT 06108

Bidding Contractor: \_\_\_\_\_

To Whom It May Concern:

1. The undersigned, having familiarized ( ) himself ( ) themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, Representations, Certifications, and other Statements of Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form for Completing the Previous Participation Certificate, the Previous Participation Certificate, the Statement of Bidder's Construction Experience, the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions and the general scope of work, the Technical Specifications and Drawings) and addenda, if any therefore, as prepared by Capital Studio Architects, and on file in the office of the East Hartford Housing Authority ("Authority") hereby proposes to construct Site Upgrades at The Highlands Apartments, all in accordance therewith.

2. BASE BID: The base bid includes all work as shown on drawings and within project manual:

\$ \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_ )  
*(written) (numerical)*

2a. ITEMIZED PER WORK ITEM: The Bidder further submits that the above base bid amount per site is broken down per work item at each site as follows:

1. THE HIGHLANDS:

- A. Concrete sidewalks and concrete curbs. (\$ \_\_\_\_\_).
- B. Bituminous paving, curbs, crack repair and sealants. (\$ \_\_\_\_\_).
- C. Line Stripping. (\$ \_\_\_\_\_).

3. In submitting this bid, it is understood that the right is reserved by the Authority to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required performance bond within ten (10) days after the Contract is presented to him for signature.
4. Security in the sum of \$ \_\_\_\_\_ Dollars in the form of a bid bond is submitted herewith in accordance with the specifications, and based on the Base Bid amount.
5. Attached hereto is an affidavit is proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this proposal is submitted.
6. The bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filled all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt for the clause).
7. **BID SUBMISSIONS MUST INCLUDE THE FOLLOWING:**  
Review all forms and provide all signatures and seals where required to be considered a valid bid.
  - A. Form of Bid (*all pages*) with required signatures.
  - B. Bid Bond.
  - C. Previous Participation Certification (*HUD-2530*).
  - D. Form of Non-Collusive Affidavit (*by Prime Contractor*).
  - E. Statement of Bidder's Construction Experience.
  - F. Certificate of Insurance.
  - G. Section 3 Plan.
  - H. Section 3 Certification.
8. **ALTERNATES:**  
Refer to Specification Section 01230 – Alternates for administrative and procedural requirements and a full description of Alternate work. Bid amounts for each Alternate are to include costs of related coordination, modification or adjustment.
  - NONE SCHEDULED
9. **UNIT PRICES:**  
The undersigned further proposes and agrees that, should the amount of work required be increased or decreased by a request of the Owner, the following Unit Price will be the basic price for computing extra cost or credit. Each Unit Price shall include all equipment, tools, labor, permits, fees, overhead and profit, etc. incidental to completion of the work involved and the disposal of surplus or unsuitable material in accordance with the Plans and Specifications or as directed by the Architect. It is understood that the right is reserved by the Owner to reject or negotiate any or all of these Unit Prices. Unit Prices for ADD shall include the Contractor's overhead and profit and DEDUCT shall be the ADD price less 10% percent.
  - NONE SCHEDULED
10. All required forms must be filled out completely. The Authority may consider as non-responsive any bid that is incomplete or not submitted in the prescribed format.

11. The Contract award will be made to the lowest responsible bidder. The Authority reserves the right to reject any and all bids, and to waive any informality in the bids when such action is deemed to be in the best interest of the Authority. The Authority further reserves the right to increase or decrease the award, in accordance with the availability of funds. The Authority reserves the right to negotiate all Unit Price and Alternate Price bids when in the opinion of the Authority those prices do not accurately reflect current fair market value or competitive pricing.

12. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments, at any location, under his control, where segregated facilities are maintained. He further certifies that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room 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 which are segregated by explicit directive or are in fact segregated on the basis or race, color, religion or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that he will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

13. **ADDENDUM RECEIPT:**

The receipt of the Addendum to Drawings and Specifications is hereby acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

14. **BID FORM SIGNATURES**

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

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

Bidder: \_\_\_\_\_

Address:

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**END OF BID FORM**  
6/15/2020 10:05 AM

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS. That we the undersigned,

\_\_\_\_\_ as Principal,  
*(Name of Principal)*

\_\_\_\_\_ as Surety,  
*(Name of Surety)*

are held and firmly bound unto the East Hartford Housing Authority, hereinafter called the "LHA", in the penal sum of \$ \_\_\_\_\_ Dollars lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the Principal has submitted the accompanying bid,  
Dated: \_\_\_\_\_.

For: **Site Upgrades at Elms Village, The Highlands & Rochambeau Apartments, East Hartford CT. 06108**

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_ day of \_\_\_\_\_ 20\_\_\_. The name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

\_\_\_\_\_ (Seal)  
*(Individual Principal)*

\_\_\_\_\_ *(Business Address)*

\_\_\_\_\_ (Seal)  
*(Individual Principal)*

\_\_\_\_\_ *(Business Address)*



BID BOND (cont'd)

**ATTEST:**

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_ Affix  
Corporate Seal

**ATTEST:**

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_ Affix  
Corporate Seal

Power of Attorney for person signing for surety must be attached to bond.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_ Certify that I am the \_\_\_\_\_ Secretary of the corporation named as principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature therefore is genuine; and that said bond was duly signed, sealed, and attested, to for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_ (Corporate Seal)

**NON-COLLUSIVE AFFIDAVIT**

State of

County of

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

That he is a ( ) partner; ( ) officer; ( ) owner of the firm of:

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

Bidder: \_\_\_\_\_

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_ 20\_\_\_\_\_

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**STATEMENT OF BIDDER'S  
CONSTRUCTION EXPERIENCE**

All questions 1 through 13 must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items marked (\*).

1. Name of Bidder \_\_\_\_\_
2. Permanent main office address \_\_\_\_\_
3. When organized \_\_\_\_\_
4. When incorporated \_\_\_\_\_
5. How many years have you been engaged in the contracting business under your present firm name? \_\_\_\_\_
6. \* Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
7. \* General character of work performed by your company \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
8. \* Have you ever failed to complete any work awarded to you. If so where and why? \_\_\_\_\_  
 \_\_\_\_\_
9. Have you ever defaulted on a contract? \_\_\_\_\_
10. \* List the important structures recently erected by your company, stating approximate cost for each, and the month and year completed. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
11. \* List your major equipment available for this contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
12. \* Experience in construction work similar in importance to this project \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the East Hartford Housing Authority \_\_\_\_\_.

STATEMENT OF BIDDER'S  
CONSTRUCTION EXPERIENCE (cont'd)

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the East Hartford Housing Authority in verification of the recitals comprising this Statement of Bidder's Construction Experience.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ (ss)

County of \_\_\_\_\_ (ss)

\_\_\_\_\_ being duly sworn

deposes and says that he is \_\_\_\_\_ of

\_\_\_\_\_  
*(Name of Organization)*

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
*(Notary Public)*

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

**FORM OF CONTRACT**

THIS AGREEMENT, hereinafter "the Agreement" or "the Contract," is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter "the Contractor," and the East Hartford Housing Authority, 546 Burnside Avenue, East Hartford, CT 06108, hereinafter called "the Authority" or "the Owner."

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

**ARTICLE 1: STATEMENT OF WORK**

The Contractor shall furnish all labor, material, services, tools and equipment and perform and complete all work required for:

**Site Upgrades at  
Elms Village, The Highlands & Rochambeau Apartments  
East Hartford, Connecticut**

In strict accordance with the Specifications, Plans and Drawings dated JUNE 11, 2012, as prepared by Capital Studio Architects for which said Specifications, Plans and Drawings are incorporated herein by reference and made a part hereof.

**ARTICLE 2: CONTRACT PRICE**

The Owner 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 \_\_\_\_\_. The exact quantities will be determined during the contract period.

**ARTICLE 3: COMPLETION SCHEDULE**

The Contractor shall begin work on date established in the Notice to Proceed and said work shall be completed in full within ninety (90) calendar days from that commencement date.

**ARTICLE 4: CONTRACT DOCUMENTS**

The Contract Documents shall consist of the following component parts:

1. HUD-5369 - Instructions to Bidders.
2. HUD-5369a - Representation, Certifications and other Statements of Bidders.
3. HUD-2530 - Previous Participation Certificate.
4. Form of Bid.
5. Form of Bid Bond.
6. Non-Collusive Affidavit.
7. Statement of Bidder's Construction Experience.
8. Form of Contract.
9. Performance and Payment Bond.
10. Notice to Proceed.
11. HUD-5370 - General Conditions of the Contract for Construction.
12. HUD Section 3 Plan.
13. HUD Section 3 Certification.
14. Special Conditions.
15. Wage Rates.
16. Technical Specifications.
17. Drawings.
18. Addenda.

**ARTICLE 5: LIQUIDATED DAMAGES**

As actual damage for loss or additional expenses incurred by the Authority as a result of delays caused by the Contractor's failure to complete the work within time specified in the Contract, or extension agreed to in writing by the Authority, the Contractor and his sureties shall be liable for and shall pay to the Owner the sum of Five Hunderd Dollars (\$500.00) for each day of delay until satisfactory completion.

**ARTICLE 6: APPLICABLE LAW**

Except to the extent preempted by applicable federal laws, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement.

**ARTICLE 7: SUMMARY**

This Agreement, together with the other Contract Documents enumerated in Article 4 above, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, which form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in Article 4 shall govern, except as otherwise specifically stated. The various provisions in addends shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as to the day and year first written above.

**ATTEST:**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**EAST HARTFORD HOUSING AUTHORITY**  
(Owner)

\_\_\_\_\_  
By: \_\_\_\_\_  
Debra Bouchard  
\_\_\_\_\_  
Title: \_\_\_\_\_ Executive Director  
\_\_\_\_\_  
Date: \_\_\_\_\_

**CERTIFICATE OF CORPORATE PRINCIPAL**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Contractor, that as \_\_\_\_\_ of the said Corporation, that I know his signature and his signature is genuine, and that said Contract was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_ (Corporate Seal)

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT, That we \_\_\_\_\_  
(contractor)

\_\_\_\_\_ of \_\_\_\_\_ as Principal,

\_\_\_\_\_ of \_\_\_\_\_ as Surety,

are held firmly bound unto the East Hartford Housing Authority in the penal sum of \$ \_\_\_\_\_ Dollars, (representing 100% of the Contract Price), and to such persons, firms or corporations who may furnish materials for or perform labor on the work, construction or improvements contemplated in the contract herein after mentioned for the payment whereof the Principal and the Surety or Sureties bind their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT WHEREAS the said

\_\_\_\_\_ has entered into a contract with the  
(contractor)

East Hartford Housing Authority dated \_\_\_\_\_ of which the Surety or Sureties acknowledged the receipt thereof.

NOW THEREFORE, if the said \_\_\_\_\_ shall well and  
(contractor)

truly keep and faithfully perform the contract on its part to be kept and performed (including guarantee and maintenance provision therein), and shall pay for all materials, and for all labor performed, and for the rental or hire of vehicles, machinery and equipment, tools and appliances used or employed in the execution of said contract, and shall fully indemnify and save harmless said East Hartford Housing Authority as therein stipulated, then this obligation shall be of no effect, otherwise it shall remain in full force and effect.

AND THE SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the term of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

This bond is made for the use and benefit of all persons, firms and corporations who may furnish materials or perform any labor for or on account of said work, construction or improvements, or rent or hire out any vehicles, machinery and equipment, tools and appliances used or employed in the execution of said contract, and they and each of them are hereby made obligee hereunder the same as if their own respective names were written herein as such and they and/or each of them may proceed or use hereon in their own names for their own use and benefit.



PERFORMANCE AND PAYMENT BOND (cont'd)

IN WITNESS WHEREOF, the parties hereto have executed this bond in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**ATTEST:**

\_\_\_\_\_ (Seal)  
*(name of contractor)*

CORPORATE SEAL By \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_ (Seal)  
*(name of Surety)*

By \_\_\_\_\_

Sealed and delivered in the presence of:

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

Power of Attorney of person executing Bond for Surety Company must be attached.

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand. The total amount of premium charges is \$ \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the principal, was then \_\_\_\_\_ of said corporation; that I know his signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_ (Corporate Seal)  
*(Secretary)*

**NOTICE TO PROCEED**

**SITE UPGRADES AT**  
**ELMS VILLAGE, THE HIGHLANDS & ROCHAMBEAU APARTMENTS**  
**EAST HARTFORD, CONNECTICUT**

\_\_\_\_\_  
(Name of Contractor)

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

\_\_\_\_\_  
(Street Address)

Project No: CSA 20-04

\_\_\_\_\_  
(City, State & Zip Code)

Location: Elms Village – Elms Village Drive, East Hartford  
Location: The Highlands – 1403 Main Street, East Hartford  
Location: Rochambeau Apts. – 68 Silver Lane, East Hartford

**To Whom It May Concern:**

Pursuant to the terms of the Contract between the East Hartford Housing Authority (“Authority” or “Owner”), 546 Burnside Avenue, East Hartford, CT 06108, and \_\_\_\_\_ (“initials if any.” or “Contractor”) \_\_\_\_\_, (address) \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ for

“Site Upgrades at Elms Village, The Highlands & Rochambeau Apartments”, East Hartford, CT 06108, you are hereby notified to commence work hereunder at the start of business on \_\_\_\_\_, 20\_\_\_\_. The time for completion set forth in the Contract is **ninety (90) calendar days**, including the starting day, which establishes \_\_\_\_\_, 20\_\_\_\_ as the completion date.

Please note carefully and fulfill the requirements of the General Conditions of the Contract, including, but not limited to, the submittal and approval of Workers’ Compensation and Manufacturers' and Contractors' Public Liability Insurance.

You are informed that Debra Bouchard, Executive Director of the East Hartford Housing Authority, has been appointed Contracting Officer and is duly authorized to administer your Contract for, and in the name of, the Authority.

Under separate cover, there is being forwarded to you one executed set of Contract Documents consisting of the Contract, Specifications and Drawings. The parties acknowledge that the Contract Documents shall consist of all items referenced in Article 4 of the Contract.

You are hereby instructed to submit to the Authority a Schedule of Values for the Owner’s approval within seven (7) days of the execution of the Notice to Proceed.

Please acknowledge receipt and acceptance of the Notice to Proceed by signing and dating the same, and returning all copies promptly to the Authority.

**ACCEPTED:**

(Contractor)

By: \_\_\_\_\_  
(Print Name of Person Executing)

Signature: \_\_\_\_\_

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

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

Very truly yours,  
**EAST HARTFORD HOUSING AUTHORITY**  
(Owner)

By: \_\_\_\_\_  
Debra Bouchard

Title: Executive Director

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

# General Conditions for Construction Contracts - Public Housing Programs

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

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

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

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

## 2. Contractor's Responsibility for Work

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

#### 4. Other Contracts

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

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

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

#### 6. Construction Progress Schedule

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

#### 7. Site Investigation and Conditions Affecting the Work

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

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

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

### 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

### 9. Specifications and Drawings for Construction

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

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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

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

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

#### 12. Permits and Codes

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



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

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

### 13. Health, Safety, and Accident Prevention

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

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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

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

#### 17. Temporary Buildings and Transportation of Materials

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

#### 18. Clean Air and Water

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

#### 19. Energy Efficiency

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

#### 20. Inspection and Acceptance of Construction

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

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

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

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within **ninety (90) calendar days** of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than **seven (7) days** in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
  - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
Name:

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

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

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

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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

### 30. Suspension of Work

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

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$500 per day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

### 34. Termination for Convenience

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

### 35. Assignment of Contract

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

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$2,000,000

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 **\$1,000,000**
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

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

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

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

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

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

### 39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.



- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

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

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

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

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

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

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### 47. Non-Federal Prevailing Wage Rates

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

#### 48. Procurement of Recovered Materials.

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

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### **SECTION 3 - CONTRACTOR REQUIREMENTS**

Contractors and subcontractors, are to make their best effort to give training and employment opportunities to public housing residents, with first priority to the residents of the development for which assistance is expended. In addition, contractors and subcontractors, are to make their best effort to award contracts for covered work "to business concerns that provide economic opportunities", with first priority to residents of the public housing development concerned.

Any contract for construction funded in whole or in part by Federal Assistance in excess of \$100,000.00 is subject to the following requirements:

#### **Training and employment:**

To the greatest extent feasible, opportunities for training and employment are to be given to low and very low income persons residing in the metropolitan area, with priority to those living in the service area of the project or the neighborhood in which it is located and to Youthbuild Program participants. Contractors and their sub-contractors shall conduct their routine business in a manner which will ensure compliance with the intent of Section 3.

Effective immediately, 20% of the aggregate number of new hires occurring between July 1, 1995 and June 30, 1996; and 30% of the aggregate number of new hires occurring after July 1, 1996 must be "section 3 individuals".

#### **Section 3 businesses:**

Contractors and their sub-contractors must commit to award to Section 3 Business concerns at least 10% of the total dollar amount of all covered contracts for building trades arising in connection with housing rehabilitation, housing construction, and other public construction; and at least 3% of the total dollar amount of all other covered contracts.

All contractors and each of their sub-contractors are required to create and maintain records which clearly show their efforts to comply with these Section 3 requirements.

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), and as such:

- 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 worker's 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 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 filler (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.

Further, contractors are to submit a Section 3 Plan (see sample attached) as well as the Section 3 Plan Certification by the date of contract signing.

**SECTION 3 PLAN**

**RECIPIENTS/DEVELOPER'S NAME** \_\_\_\_\_

NAME OF DEVELOPMENT	FUNDING SOURCE	FISCAL YEAR	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The plan will serve as the Section 3 Plan in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 as amended (12. U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income person, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.

**APPLICABILITY:** The Section 3 Plan applies to federal activities for housing and community development.

**PURPOSE:** The purpose of this Plan is to provide to the greatest extent feasible economic opportunities for low and very low-income persons in the form of training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including Section 8 assistance), and community development assistance that is used for the following types of projects:

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and renovation).
- (ii) Housing construction; and
- (iii) Other public construction.

**THRESHOLD FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

These requirements apply to Housing and Community Development activities for which the amount of the assistance received from The Department of Economic and Community Development exceeds \$200,000.

**NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

The goals established in this section apply to the entire amount of Section 3 covered assistance awarded in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule.

The numerical goals established in this section represents minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

- (i) 30 percent of the aggregate number of new hires/training opportunities for the one year period beginning in FY 1997 and continuing thereafter.

**PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES**

In providing training and employment opportunities generated from the expenditure of Section 3 activities to Section 3 residents the following order of preference will be followed:

- (i) First priority will be given to Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to participants in HUD Youthbuild Programs.
- (iii) Third priority will be given to Homeless persons residing in the area or neighborhood in which the Section 3 covered project is located for housing constructed under the Stewart B. McKinney Homeless Assistance Act.
- (iv) Other Section 3 residents.

**DOCUMENTATION OF SECTION 3 RESIDENT ELIGIBILITY FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

Persons requesting consideration to the above preferences will be required to submit appropriate documentation to demonstrate their eligibility.

Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing development.
- Evidence of eligibility for Section 8 voucher certificate or voucher.
- Evidence of eligibility for a Federally assisted program for the poor (e.g. Jobs, JTPA, Job Corps).
- Evidence of eligibility for a State or local assistance program for the poor or receipt of AFDC.
- Income tax records.

**THRESHOLD FOR CONTRACTING AND SUBCONTRACTING**

The requirements of this section apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

**NUMERICAL GOALS FOR CONTRACTING ACTIVITIES**

These goals apply to contract awards in the amount of \$100,000 or more in connection with a Section 3 project, and it applies to contractors and subcontractors.

The \_\_\_\_\_ commits to award to Section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three percent of the total dollar amount of all other Section 3 covered contracts.

**PREFERENCE FOR SECTION 3 BUSINESS CONCERNS**

The following order of preference will be followed when providing contracting opportunities to the greatest extent feasible to Section 3 businesses:

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located, and
- (ii) Second priority will be given to applicants selected to carry out HUD Youthbuild Programs.
- (iii) Other Section 3 Residents

Procurements/activities from this award will be conducted in a competitive manner, consistent with 24 CFR 85.36 ( c ) ( 2 ).

**ELIGIBILITY FOR PREFERENCES:** Business concerns requesting consideration to the above preferences may be required to submit evidence or certify, if requested; that the business concerns is a Section 3 business.

For purposes of this Plan a Section 3 business concern is defined as business that (1) is 51 percent or more owned by Section 3 residents; or (2) whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualification set forth in (1) and (2) above.

**GENERAL CONTRACTOR'S SECTION 3 PLAN CERTIFICATION**

1. APPLICABLE TO \_\_\_\_\_  
PROJECT NAME \_\_\_\_\_
2. GENERAL CONTRACTOR'S NAME \_\_\_\_\_  
\_\_\_\_\_
3. DEVELOPER'S NAME \_\_\_\_\_

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. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assistance projects covered by Section 3, are, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

1. \_\_\_\_\_ agree to comply to the greatest extent feasible with the objectives and percentage goals established in the Section 3 Plan developed for the following project \_\_\_\_\_.
2. \_\_\_\_\_ agree that to the greatest extent feasible vacant positions in relation to this development will be filled with Section 3 residents.
3. \_\_\_\_\_ agree to conduct its recruitment activities in a manner consistent with the requirements established in the above stated Section 3 Plan.
4. \_\_\_\_\_ agree to include in all contracts with subcontractors in excess of \$100,000 the Section 3 Clause and to require the subcontractor to comply with similar certification requirements.
5. \_\_\_\_\_ agree to maintain proper records to demonstrate the firm's compliance with the Section 3 Plan.
6. \_\_\_\_\_ agree to list on Table A all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
7. \_\_\_\_\_ agrees to award to the greatest extent possible, all subcontracts in excess of \$100,000 to eligible Section 3 Firms.

**GOOD FAITH EFFORT**

At a minimum the following tasks must be completed to demonstrate a good faith effort with the requirement of Section 3. The contracting party and each contractor or subcontractor seeking to establish a good faith effort as required should be filling all training positions with persons residing in the target area.

1. Send notices of job availability subcontracting opportunities subject to these requirements to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.

2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.
3. When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities to also advertise in minority owned newspapers.
4. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. (If the contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.
5. The contractor must 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 obligation under 24 CFR Part 135.

If Federal and State dollars are combined to fund a project this plan may be replaced by an approved Section 3 Plan as mandated by the Housing and Community Development Act of 1968

We the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party of this Plan and further pledge our commitment to adhere to the objectives of the Plan.

\_\_\_\_\_  
DEVELOPER SIGNATURE/  
MUNICIPALITY SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

DEVELOPER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

GENERAL CONTRACTOR: \_\_\_\_\_

SUB CONTRACTOR: \_\_\_\_\_

(a) The number of employees permanently employed in your \_\_\_\_\_ area office (or other location from which the contract will be administered) are as follows:

<u>JOB TITLE</u>	<u>TOTAL EMPLOYEES</u>	<u>RACE</u> <u>SEX</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) The number of employees your area office/firm intends to employ for the work covered by this contract, by EEO category or by trade are as follows:

Total number of persons needed: \_\_\_\_\_

<u>JOB TITLE</u>	<u># NEEDED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Which of the above positions will be a training position:

JOB TITLE	EST. LENGTH OF TRAINING
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(c) If applicable, list construction trades you intend to use in this contract.

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List type of work to be subcontracted out.

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## **SECTION 00900 – SPECIAL CONDITIONS**

### 1. SPECIAL CONDITIONS DEFINITIONS

- A. Where the Specifications refer to Owner, or the LHA (*Local Housing Authority*) this shall be construed to mean the East Hartford Housing Authority, 546 Burnside Avenue, East Hartford CT, 06108. Its designated agent shall be referred to as the "Contracting Officer" in these specifications.

### 2. PROJECT LOCATION

- A. This project consists of one (1) Base Bid involving three (3) locations. Site visits must be scheduled with the East Hartford Housing Authority. Project locations are as follows:

**SITE UPGRADES AT (3 Locations):**

**ELMS VILLAGE  
ELMS VILLAGE DRIVE  
EAST HARTFORD, CT**

**THE HIGHLANDS  
1403 MAIN STREET  
EAST HARTFORD, CT**

**ROCHAMBEAU APTS.  
68 SILVER LANE  
EAST HARTFORD, CT**

### 3. OWNER CONTACT

- A. Building and Site visits and housing authority questions are to be addressed to:

Mr. Jason Van Allen, Asset Coordinator  
EAST HARTFORD HOUSING AUTHORITY  
546 Burnside Avenue  
East Hartford, Connecticut 06108  
Tel: 860-290-8301, ext. 108  
Email [jvanallen@ehhousing.org](mailto:jvanallen@ehhousing.org)

### 4. CONSULTANT CONTACTS

- A. Architectural questions on specifications and drawings are to be addressed to:

Mr. David Holmes, Partner  
CAPITAL STUDIO ARCHITECTS, LLC  
1379 Main Street  
East Hartford, Connecticut 06108  
Tel: 860-289-3262  
Fax: 860-289-3163  
Email: [dholmes@capitalstudio.net](mailto:dholmes@capitalstudio.net)

5. SALES TAX

- A. The LHA is exempt from Connecticut Sales Tax. Other fees assessed by the State of Connecticut may be passed through to the contractor.

6. INSURANCE

- A. No insurance shall be terminated by the Contractor without ten (10) days' notice to the LHA.
- B. All insurance companies shall be licensed and registered in the State of Connecticut.
- C. Workers' Compensation and Employers' Liability Insurance
1. The Contractor shall carry Workers' Compensation Insurance for all employees who will be engaged in work at the site of the project. If any part of the Contractor's contract is sublet, the Contractor shall require his subcontractor to maintain such insurance for all of said subcontractor's employees so engaged. Workers' Compensation Laws; protection shall be provided for all employees in accordance with current state laws.
- D. Insurance Coverage Requirements
1. The successful bidder must file with the East Hartford Housing Authority, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the LHA, in compliance with the law. The Contractor must carry the insurance coverage's and amounts as indicated in the following schedule until completion of the project contract work:
    2. Workers' Compensation and Employers Liability Insurance:
      - (a.) Bodily injury by accident \$100,000 - each accident
      - (b.) Bodily injury by disease \$100,000 - each employee
      - (c.) Bodily injury by disease \$500,000 - policy limit
    3. Note: The licensed Contractor or Sub-Contractor performing lead abatement work shall carry "Occurrence Insurance" coverage of \$2,000,000 for each (a, b & c) item above.
- E. Comprehensive General Liability with Non-owned and Hired Auto Endorsement and Broad Form CGL Endorsement and Owners and Contractors protective: coverage amount \$1,000,000 CSL. If any digging is involved then the Contractor must carry XCU (underground explosion endorsement).
- F. Excess Liability Coverage - Coverage amount: \$2,000,000.
- G. Commercial Auto Liability Coverage (owned vehicle) - Coverage amount: \$1,000,000 CSL.
- H. Any Additional insurance coverage that may be required for permits issued by other authorities having jurisdiction over the work site shall be provided by the successful bidder.
- I. Employers Liability: \$100,000
- J. Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

- K. Any Additional insurance coverage that may be required for permits issued by other authorities having jurisdiction over the work site shall be provided by the successful bidder.
- L. If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the East Hartford Housing Authority.
- M. No Contract shall be binding upon the East Hartford Housing Authority until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated above have been filed with the LHA and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the East Hartford Housing Authority will receive at least ten (10) days' notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the LHA interest. The cost of all insurance coverage shall be included in the price of the contract cost.
- N. Additional Insured: The East Hartford Housing Authority (Owner) must be listed as additional insured on all required insurance coverages.** In the required Certificate of Insurance document under the "Description of Operations" area, the additional insured box must be checked off. The "Description of Operations" space must contain the name of the project and title of work. The certificate holders shall be the Owner. If the above-described policies are modified, not renewed, or cancelled before the expiration date thereof, the issuing company will must mail within thirty (30) calendar days written notice to the certificate holders.

## 7. INTERPRETATIONS OF DRAWINGS

- A. Any questions or disagreements arising as to the true intent of this specification or the drawings, or the kind and quality of work required thereby, shall be decided by the Architect, whose interpretations thereof shall be final, conclusive, and binding on all parties.
- B. In the case of disagreement between drawings and specifications, or within either document itself, or between drawings and/or specifications between the architect and consultants, the better quality, greater quantity, or more costly work shall be included in the contract price, and the matter referred to the Architect's attention for decision and/or adjustment.
- C. If the disagreement between the drawings and specification cannot be resolved through either A. or B. above, the specifications shall take precedence over the drawings.

## 8. VISITING THE SITE

- A. Before submitting his final proposal, the Contractor shall examine the site of the proposed work to determine the existing conditions that may affect his work, as he will be held responsible for any assumptions made by him in regard thereto.

**9. CONTRACTOR'S PROPOSAL**

- A. The Contractor's proposal and bid must cover all items on the drawings and in the specifications exactly as drawn and specified.
- B. Proposals and bids that do not conform to drawings and specifications will not be accepted.

**10. SUBSTITUTIONS**

- A. Substitutions of equipment or materials other than those indicated on the drawings or in the specifications, shall be limited to those approved in advance, in writing, by the Architect.

**11. SUB-CONTRACTORS**

- A. All sub-contractors shall be subject to approval of the LHA and listed on the Form of Bid.
- B. When requested by the LHA, the prospective contractors should submit a list with names, addresses, and telephone numbers of similar type projects previously completed.

**12. LAWS, ORDINANCES, PERMITS AND FEES**

- A. The Contractor shall give all necessary notices, obtain all permits and pay for governmental taxes, fees, and other costs in connection with his work; file all necessary plans, prepare all documents and obtain all necessary approvals of the Governmental departments having jurisdiction; obtain all required Certificates of Inspection for his work and deliver to the Architect before request for acceptance and final payment for the work. The LHA is exempt from paying Building Permit Fees to the City of East Hartford, with the exception of the State of Connecticut education fees. The Contractor shall include for any and all State of Connecticut Department of Environmental Protection Permits in addition to all Local Permits.

**13. APPROVALS**

- A. The materials, workmanship, design and arrangement of all work installed under the contract shall be subject to the approval of the Architect. If material or equipment is installed before it is approved, the contractor shall be liable for the removal and replacement, at no extra charge to the owner, if, in the opinion of the Architect, the material or equipment does not meet the intent of the drawings and specifications.
- B. The words "approved equal" shall be understood to apply only to those items of equipment and material approved in advance by the Architect.
- C. Equipment and materials that do not conform to the specifications or the previous paragraph will not be approved.

#### 14. NON-SEGREGATED FACILITIES

- A. By signing the bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, or under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" mean any waiting room, work areas, restrooms, 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 which 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. He further agrees that (except where he has obtained identical certification from proposed sub-contractors for specific time periods) he will obtain identical certification from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; that he will forward a notice to his proposed sub-contractors as provided in the Instruction to Bidders

#### 15. JOB MEETINGS

- A. The contractor and others concerned with the project whose presence is necessary as determined by the LHA and/or the Architect shall attend job meetings when requested for the purpose of discussing and expediting the prosecution of the work.
- B. The schedule for meetings will be established by the LHA and/or the Architect.
- C. The proceedings of these meetings will be recorded by the LHA and/or the Architect; the contractor will be furnished a copy for his use and distribution as required.
- D. Job meetings will be held weekly at the East Hartford Housing Authority Main Office.

#### 16. DRAWINGS

- A. Drawings are generally schematic and may differ to some degree from field conditions. Specifically, certain drawings may be opposite hand from actual conditions and/or requirements. All dimensions are  $\pm$ . The contractor shall ascertain for himself the actual field conditions and shall be fully responsible for the indicated, specified and required work as designated and/or implied

#### 17. SCHEDULE OF THE WORK

- A. The project area is tenant occupied. All work shall be carried out in such a manner so as to cause minimal interference with the use of the project by the tenants.
- B. Other work in progress concurrently with work under this contract shall be affected by the performance of this contract. Conformance be the responsibility of this contractor.

- C. The standard working hours shall be from 8:00 a.m., until 4:30 p.m., Monday through Friday on days, which the Housing Authority is open for business. The Housing Authority will provide a list of holidays which their offices are closed. Any deviation from this must be approved in advance by the LHA.
- D. The contractor shall at all times, maintain the fire integrity of the structures and shall maintain, free and clear all exit-ways.
- E. The Contractor is required to submit to the Architect, for approval, prior to commencement of the work, a Project Schedule which identifies the time frame and sequence of construction. The Contractor is to provide an updated Project Schedule with each Application for Payment.
- F. The Contractor must provide the LHA 48 hour notice prior to the start of work.

#### 18. SCHEDULES REQUIRED BY CONTRACTOR

- A. Submittal Schedule: Within seven (7) calendar days of date of Notice to Proceed, a Schedule of Submittals shall be submitted to the Architect for review and approval. This schedule shall include a complete listing of all shop drawings, samples, manufacturer's data, warranties/guarantees, O&M manuals, etc. required by the specifications to be submitted for review. There shall be a target submission date for each item listed which should be consistent with the project schedule requirements. Items with long lead times are to be noted.  
All submittals are due in the office of the Architect within thirty (30) working days of the date of Notice to Proceed.
  - 1. Provide shop drawings, data and selection choices for all items listed in Part-2 Products of all specification sections and on drawings if not in specification manual. No item installed will be accepted without written approval of the Architect only, no verbal approval will be acceptable. If an item is installed without this written approval the contractor will remove it and replace it with an item with written acceptance of the Architect at the Contractor's own expense and without any additional time.
- B. Schedule of Values: Within seven (7) calendar days of date of Notice to Proceed, a Schedule of Values shall be submitted to the Architect for review and approval. This schedule shall include a breakdown by construction division based on CSI standards and further broken down by description of work. Project payments will be based on a Schedule of Value approved by the Architect.
- C. Construction Schedule: Prior to Start of Work - The Contractor is required to submit to the Architect, for approval, a Project Schedule which identifies the time frame and sequence of construction. See Notice to Proceed for Schedule of Value submittal requirements.

#### 19. MATERIALS AND EQUIPMENT

- A. New materials and equipment installed into existing work shall be compatible with the existing work.
- B. The contractor shall advise the Architect before ordering and/or installing any materials and equipment if he disputes those items and/or methods specified, otherwise he shall take full

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responsibility for their performance and suitability.

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## 20. STORAGE OF MATERIALS

- A. Storage space for materials and equipment will be provided by the LHA at the project site. Storage space is limited, Owner must approve in advance the locations of stored materials and/or dumpster(s).
- B. Equipment and materials stored on the project site is the full responsibility of the contractor.

## 21. TEMPORARY FACILITIES

- A. The contractor shall provide and maintain an adequate office at the project sites at his discretion. If provided, it shall be located as directed by the LHA. It shall be kept clean, have adequate light and ventilation.
- B. The contractor shall provide and maintain telephone service for his own use. No telephone service is available at the sites.

## 22. TEMPORARY SERVICE

- A. The contractor may connect to water available at the project without payment to the LHA.
- B. Electrical power is not available.
- C. Fixtures, or other modifications, shall be the responsibility of the contractor.

## 23. SANITARY FACILITIES

- A. Sanitary facilities are not available at the project site. The Contractor shall provide temporary facilities at the site for his workers, at his own expense. Coordinate final locations with the LHA project representative.

## 24. DEMOLITION

- A. This work includes the furnishing of all labor, materials, equipment and services necessary for, and reasonable incidental to, completion of all Demolition, as required for the installation of the work, whether or not listed below.
- B. The Contractor shall be allowed to keep a dumpster on site of the disposal of demolished materials and debris. Final location of the dumpster to be coordinated with the owner.

## 25. SALVABLE MATERIALS

- A. NO SALVABLE MATERIALS.

## 26. PROTECTION OF WORK AND PROPERTY



- A. The contractor shall be responsible for the maintenance and protection of all equipment, materials and tools, supplied by him and stored or installed on the job site, from loss or damage of all causes, until final acceptance by the LHA.

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- B. The contractor shall be responsible for the protection of any finished work of other trades or existing buildings and tenant property and damage or defacement by his operation and must remedy any such injury at his own expense.
- C. It shall be the Contractor's responsibility to protect all parts of the existing site, all trees, roads, streets, sidewalks, driveways, plantings, landscaping, lawns and curbs against damage caused by trucks, etc., driving over them. If they are damaged, the Contractor without cost to the Owner shall replace them.
- D. The building is owner occupied. The Contractor shall take the necessary precautions to protect work areas and debris from potential dangers. Clear paths of egress must be maintained from the building at all times.

#### 27. ACCESSIBILITY

- A. The Contractor shall install all work so that all parts required and readily accessible for inspection, operation, maintenance and repair. Minor deviations from the drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from the Architect.

#### 28. SCAFFOLDING, RIGGING, HOISTING

- A. The Contractor shall provide all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises for all equipment and materials furnished, and remove same from premises when no longer required.
- B. The Contractor shall coordinate in advance with the Owner the methods and locations for lifting of materials to the roof. The Contractor cannot assume that any existing site fixture can be temporarily removed or relocated during this construction process, this can only be discussed with the Owner after bids have been awarded.

#### 29. GUARANTEE PERIOD

- A. Refer to specific Sections of this project manual for warranty and guarantee periods.

#### 30. FINAL PAYMENT REQUIREMENTS

- A. Final Payment will not be approved until all items as outlined in Section 01700 have been completed.
- B. All guarantees and warranties for new materials shall commence at date of written Final Acceptance of the Work, by the LHA, or its designated agent.

#### 31. CLEAN UP

- A. Project shall be cleaned daily or as required to keep project area free from rubbish and debris.

Burning of rubbish shall not be allowed. All debris shall be removed from the site and deposited legally off-site.

- B. Final clean up shall include all debris, stains, and other defacement caused by the work.

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### 32. LAWN REPAIR

- A. For any item located on grass, such as but not limited to, dumpster, storage container, job trailer, sanitation container, vehicle parking, etc., the contractor is to, at time of final removal, provide fresh loam and grass seed. Loam is to be free of rocks and debris. Contractor to "turn-over" soil where new loam is to be placed, rake area smooth and reseed area and water.

### 33. WAGE RATES

- A. The contractors shall make themselves fully aware of any wage rate revisions or adjustments, if applicable to this work.
- B. Where applicable, updated wage rates will be inserted in the Contract Documents at the time of contract signing, and the contractor shall make all necessary provisions for this in his bid.
- C. This project is a Davis-Bacon prevailing wage required project.

### 34. LIQUIDATED DAMAGES

- A. In case of failure on the part of the contractor to complete the work within the time fixed in the Contract, or any extension thereof, the Contractor shall pay to the LHA as fixed, agreed and liquidated damages the sum of \$500.00 for each calendar day of delay.

### 35. HAZARDOUS MATERIALS

- A. Refer to Drawings and Specification sections in this manual for Asbestos Removal and Mold Remediation. It is possible that existing construction may contain additional hazardous materials not identified in these documents; therefore, the contractor is responsible for following all applicable codes, standards and regulations, with regard to "spot repairing" and handling these materials.

### 36. CHANGE ORDERS

- A. **Change Order Log:** The General Contractor is to maintain a Change Order Log in spreadsheet format showing the all submitted P.C.O's, Change Orders, their numbers, descriptions, dates of approval, work status and dollar amount for each item and the running total of all items.
- B. **Change Order Bond Payments:** When submitting change order requests, the cost of the payment and performance bond is not to be included in the individual change order request. Any additional bond payments, as a result of additional work, are to be submitted as a separate itemized item change order request at the end of the project. The contractor shall produce an original invoice from their bonding company itemizing any increases paid beyond the original bond as a result of added work, and this information will be used as the basis for a change order. Additional overhead and profit on additional bond payments will not be allowed.

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- C. **Work Performed by the General Contractor Only:** *is for work performed by the General Contractor;* for these change orders the general contractor shall be allowed 10% for overhead, above the direct cost (*labor & material*) and 5% for profit, above the direct cost; to be calculated at 15% total above the direct cost.
- D. **Work Performed by the Sub-Contractor:** *is for work performed by the Sub-Contractor,* for these change orders, the sub-contractor shall be allowed 10% for overhead, above the direct cost (*labor & material*) and 5% for profit, above the direct cost; to be calculated at 15% total above the direct cost.
- E. **General Contractor Overhead & Profit for Sub-Contractor Work:** *is for General Contractor mark-up on all sub-contractor work.* For these change orders, the general contractor shall be allowed 5% for overhead, above the sub-contractor labor and material only cost and 2-1/2% for profit, above the sub-contractor labor and material only cost; to be calculated at 7-1/2% total above the sub-contractor labor and material only cost. Therefore under this scenario the final change order *mark-up* to the Owner would be 22-1/2% above the subcontractor's direct (*labor & material only*) cost (*15% subcontractor + 7-1/2% general contractor*).
- F. **Work Performed by both General and Sub-Contractor(s):** Change order proposals to the architect are to show descriptions and subtotals for items "A", "B" and "C" separately, in addition to the change order proposal total. The contractor is to provide all backup material to the Architect as needed for a complete review.

37. OSHA REGULATIONS

- A. The contractor shall comply with all applicable State and Federal OSHA regulations.
- B. The contractor shall submit to the owner, a copy of the OSHA 10 hour construction safety and health card for each employee. Cards must be submitted to owner for each individual prior to that individual working on the job.
- C. The contractor shall maintain any and all required OSHA materials, on site, at all times.

38. PROJECT COORDINATION

- A. All issues related to this project should be discussed with the Mr. Jason Van Allen, Asset Coordinator for the East Hartford Housing Authority, including but is not limited to reviewing unit price issues, scheduling work on the units, storage of materials and coordination of housing authority paper work.

39. REMOVALS BY OWNER

- A. Exterior Work: The Owner will be responsible for providing contractor access to the work. The Owner will remove all items such as lawn furniture, grills, lawn equipment, playground equipment,

etc.

- B. The contractor assumes full responsibility for items moved by them during this contract. Contractor is liable for any damages incurred and these items will be documented by the Owner and any damage or financial loss will be remedied by the contractor.

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#### 40. CONTRACT AWARD AND PAYMENTS

- A. The Contract award will be made to the lowest responsible bidder. The Authority reserves the right to reject any and all bids, and to waive any informality in the bids when such action is deemed to be in the best interest of the Authority. The Authority further reserves the right to increase or decrease the award, in accordance with the availability of funds. The Authority reserves the right to negotiate all Unit Price and Alternate Price bid amounts when, in the opinion of the Authority, those prices do not accurately reflect either quantity of work, current fair market value or competitive pricing.
- B. The Contractor will provide an updated Project Schedule, Schedule of Values and Change Order Log with each Application for Payment

#### 41. CONTRACT PERIOD

- A. The Contract period will be ninety **(90) consecutive calendar days** from day of "Notice to Proceed".

**END OF SECTION 00900**

**7/1/2020 9:00 AM**

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(FOR DUPLEX PRINTING PURPOSES)**

Superseded General Decision Number: CT20190008

State: Connecticut

Construction Type: Residential

County: Hartford County in Connecticut.

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 \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. 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.

Modification Number	Publication Date
0	01/03/2020
1	02/21/2020

\* ELEV0091-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.12	34.765

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0478-006 04/05/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator 2 cubic yards and over.....	\$ 37.23	23.05
Backhoe/Excavator under 2 cubic yards; Rubber Tire Backhoe/Excavator.....	\$ 36.49	23.05
Bulldozer (Rough Grade		

Dozer).....	\$ 35.20	23.05
Bulldozer Fine Grade.....	\$ 36.49	23.05
Combination Hoe and Loader..	\$ 35.51	23.05
Loader (3 cubic yards up to 7 cubic yards).....	\$ 35.20	23.05
Loader (7 cubic yards or over).....	\$ 37.55	23.05
Loader (under 3 cubic yards).....	\$ 34.03	23.05

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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\* ROOF0009-005 01/01/2020

	Rates	Fringes
ROOFER		
Composition.....	\$ 38.00	19.92
Slate and Tile.....	\$ 38.50	19.92

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SFCT0676-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.92	15.84

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

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SHEE0040-003 07/01/2019

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.98	38.31

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SUCT2002-003 12/16/2008

	Rates	Fringes
CARPENTER, Including Drywall Hanging.....	\$ 15.50	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.22	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.25	2.70
ELECTRICIAN.....	\$ 19.99	2.00
LABORERS		
Common or General.....	\$ 13.09	1.63
Landscape.....	\$ 14.96	4.63

PAINTER: Brush and Roller, Excludes Drywall Finishing/Taping.....	\$ 15.33	1.56
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PLUMBER/PIPEFITTER (Including HVAC Pipe Installation).....	\$ 16.67	2.63
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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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.

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#### 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"

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## **SECTION 01200 – SUMMARY OF THE WORK**

### **PART 1 - GENERAL**

#### **1.1 - RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

#### **1.2 - SCOPE OF THE WORK**

- A. The scope of this contract is known as “Site Upgrades to Elms Village, The Highlands and Rochambeau Apartments”; East Hartford, Connecticut for the East Hartford Housing Authority, the “Owner”.
- B. The Base Bid Scope of Work shall specifically include, but not be limited to, the following. Refer to drawings and remaining specifications for full scope of work.
- C. **BID NOTE: This project will be completed over several years via separate bid packages. The drawings and specifications are all encompassing for all work for all sites mentioned. Refer to Bid Form for the applicable project.**

##### **Rochambeau Apartments**

- Replace areas of deteriorated bituminous pavement.
- Crack seal and seal coat certain areas of bituminous pavement.
- Re-stripping.
- Address sunken catch basin top(s).
- Replace selective areas of deteriorated or lifted concrete sidewalks.
- Minor regrading and minor adjustments to yard drains.
- Limited tree removal, stump grinding and lawn restoration.

##### **Elm’s Village**

- Replace areas of deteriorated bituminous pavement.
- Crack seal and seal coat certain areas of bituminous pavement.
- Re-stripping.
- Address sunken catch basin top(s).
- Replace selective areas of deteriorated or lifted concrete sidewalks.
- Minor regrading and minor adjustments to yard drains.
- Limited tree removal, stump grinding and lawn restoration.
- Concrete cleaning.

##### **The Highlands**

- Widen existing access drive.
- Crack seal and seal coat certain areas of bituminous pavement.
- Re-stripping and curb painting.
- Replace selective areas of deteriorated or lifted concrete.

**C. HAZARDOUS MATERIALS:**

1. None is expected to be encountered. If suspected handle per current government regulations).

**D. ALLOWANCES:**

1. None are scheduled.

**E. ALTERNATE PRICES (refer to Section 01230-Alternates and drawings for description):**

1. Enter bid amount on Bid Form.

**F. UNIT PRICES (refer to Section 01270-Unit Prices for description):**

1. Enter bid amount on Bid Form.

**1.3 - EXISTING CONDITIONS**

A. This project includes work which is affected by existing conditions. Existing conditions which may affect the Work may be discovered during the progress of the work. Make adjustments in the work as required, accommodating these existing conditions. Where products are to be installed in existing construction, perform cutting, removal of old products, installation of new products, rebuilding of adjacent construction, and other operations as required.

1. The Architect will issue prompt instructions to unanticipated conditions encountered.
2. If unanticipated conditions are such as to impose a hardship on the Contractor as interpreted by the Architect, such as faulty structure which must be rebuilt, the Architect shall issue the appropriate change orders for approval by the Owner.
3. If hazardous material is found at the site then all contractors shall adjust their schedules, in coordination with the owner, so as to not delay the completion date of this contract. This is to be done at no additional expense to the owner.
4. Make all other adjustments in the work, other than those described above, without additional compensation.

B. The Drawings do not attempt to show every door hardware location that is to be replaced or worked on. The Contractor is required and responsible for verifying all locations, conditions and quantities. The Contractor is to perform work required to restore existing surfaces to like-new condition in keeping with similar conditions in the building, including materials and finishes.

1. If possible, repairs shall be indistinguishable from adjacent sound surfaces. Where it is impossible to achieve repairs which are indistinguishable from adjacent sound surfaces, notify the Architect, and proceed according to the Architect's instructions. Do not proceed with work, not in this contract, without authorization from the Architect. Any unauthorized work not Architect approved must be removed or replaced at the contractor's expense.

**1.4 - USE OF PREMISES**

A. The following are in addition to requirements of the General Conditions governing the Contractor's use of the premises.

1. Assume full responsibility for protection and storage of products stored on the premises.

## 1.5 - REFERENCE STANDARDS

- A. Unless date is listed, reference to standard specifications shall mean latest edition of such specification legally adopted and published at the date the Contract is executed.
- B. Reference to technical society or organization is made in the project manual according to the following abbreviations:

A.I.A.	American Institute of Architects
A.N.S.I.	American National Standards Institute
C.D.B.G.	Community Development Block Grants
D.E.C.D.	Department of Economic and Community Development
D.E.P.	Department of Environmental Protection
D.O.H.	Department of Housing
E.P.A.	Environmental Protection Agency
F.M.	Factory Mutual
I.R.C.	International Residential Code
N.F.P.A.	National Fire Protection Association
O.S.H.A.	Occupational Safety and Health Administration
U.L.	Underwriters Laboratories, Inc.

## 1.7 - GUARANTEES

- A. All guarantees and warranties shall commence on the date of Final Acceptance of the Work for the item being guaranteed, so that the Owner receives full use of the items for the guarantee period.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION (NOT USED)

**END OF SECTION 01200**

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## **SECTION 01230 – ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for alternates.
- B. Refer to other specification sections for specific requirements for this work.
- C. Enter Alternate Price amounts on the enclosed Bid Form.

#### **1.2 DEFINITIONS**

- A. **Alternate:** An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
  - 2. Bidder is to note on the Bid Form whether each Alternate Price amount will be an Add or Deduct to the Base Bid.

#### **1.3 PROCEDURES**

- A. **Coordination:** Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. **Notification:** Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. **Owner reserves the right to reject any and all contractor Alternate Price bids, and to waive any informality in the bids when such action is deemed to be in the best interest of the Owner. The Owner reserves the right to negotiate all Alternate Price work when in the opinion of the Owner those prices do not accurately reflect current fair market value or competitive pricing.**



- E. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION**

3.1 SCHEDULE OF ALTERNATES

A. **ALTERNATE No. 1 – DEDUCT:**

1. Delete from project all work at The Highlands site and the Rochambeau Apartments site. *All work at the Elms Village site remains in scope of work.*

B. **ALTERNATE No. 2 – DEDUCT:**

1. Delete from project all work at the Elms Village site and the Rochambeau Apartments site. *All work at The Highlands site remains in scope of work.*

C. **ALTERNATE No. 3 – DEDUCT:**

1. Delete from project all work at the Elms Village site and the The Highlands site. *All work at the Rochambeau site remains in scope of work.*

**END OF SECTION 01230**

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## **SECTION 01270 - UNIT PRICES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for Unit Prices.
- B. Refer to other specification sections for specific requirements for this work.
- C. Enter Unit Price amounts on the enclosed Bid Form.

#### **1.2 DEFINITIONS**

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### **1.3 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. **Owner reserves the right to reject any and all contractor Unit Price bids, and to waive any informality in the bids when such action is deemed to be in the best interest of the Owner. The Owner reserves the right to negotiate all Unit Price work when in the opinion of the Owner those prices do not accurately reflect current fair market value or competitive pricing.**
- E. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

- A. Refer to drawings for details and locations for Unit Price work. Unit Prices in accordance with the following schedule will apply to this Contract. Unit prices include all materials and labor for removal, disposal, supervision, work area preparation, equipment, and repair of adjacent areas as well as all required costs for fees, inspections and if necessary re-inspections.

3.1 LIST OF UNIT PRICES

A. **Unit Price No. 1 – Existing Asphalt Pavement and Base Demo & Disposal:**

1. Description: Remove existing asphalt pavement & base and dispose.
2. Unit of Measure: Per square yard. (S.Y.).

B. **Unit Price No. 2 – New Asphalt Pavement & Base:**

1. Description: Provide and install new asphalt pavement and base.
  2. Unit of Measure: Per square yard. (S.Y.).
- 

C. **Unit Price No. 3 – Existing Concrete Sidewalk and Base Demo & Disposal:**

1. Description: Remove existing concrete sidewalk and base and dispose.
2. Unit of Measure: Per square yard. (S.Y.).

D. **Unit Price No. 4 – New Concrete Sidewalk and Base:**

1. Description: Provide and install new concrete sidewalk & base.
  2. Unit of Measure: Per square yard. (S.Y.).
- 

E. **Unit Price No. 5 – Tree Trimming & Pruning Only daily cost.**

1. Description: Trimming & pruning and removal of all debris for a 3-person crew including equipment. Based on an 8-hour workday.
2. Unit of Measurement: Cost per day.

F. **Unit Price No. 6 – Tree Stump Grinding Only daily cost.**

1. Description: Stump grinding, removal of all debris and backfilling holes with new clean fill, regrade and seed, for a three 3-person crew including equipment.
2. Unit of Measurement: Cost per day.

G. **Unit Price No. 7 – Tree Removal for Trees 18 inches in diameter or less.**

1. Description: Tree removal, stump grinding and removal of all debris for a tree 18 inches in diameter or less, grinding the stump and backfilling holes with new clean fill, regrade and seed.
2. Unit of Measurement: One tree.

H. **Unit Price No. 8 – Tree Removal for Trees 19 inches to 24 inches in diameter.**

1. Description: Tree removal, stump grinding and removal of all debris for a tree 18 inches to 24 inches in diameter, grinding the stump and backfilling holes with new clean fill, regrade and seed.
2. Unit of Measurement: One tree.

I. **Unit Price No. 9 – Tree Removal for Trees 25 inches to 30 inches in diameter.**

1. Description: Tree removal, stump grinding and removal of all debris for a tree 24 inches to 30 inches in diameter, grinding the stump and backfilling holes with new clean fill, regrade and seed.
2. Unit of Measurement: One tree.

J. **Unit Price No. 10 – Tree Removal for Trees 31 inches to 36 inches in diameter.**

1. Description: Tree removal, stump grinding and removal of all debris for a tree 30 inches to 36 inches in diameter, grinding the stump and backfilling holes with new clean fill, regrade and seed.
2. Unit of Measurement: One tree.

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K. **Unit Price No. 11 – Existing Asphalt Curb Base Demo & Disposal.**

1. Description: Remove existing asphalt curb & base and dispose.
2. Unit of Measure: Per linear foot. (L.F.).

L. **Unit Price No. 12 – New Asphalt Curb.**

1. Description: Provide and install new asphalt curb.
2. Unit of Measure: Per linear foot. (L.F.).

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M. **Unit Price No. 13 – Existing Concrete Curb Demo & Disposal.**

1. Description: Remove existing concrete curb and dispose.
2. Unit of Measure: Per linear foot. (L.F.).

N. **Unit Price No. 14 – New Concrete Curb.**

1. Description: Provide and install new concrete curb.
2. Unit of Measure: Per linear foot. (L.F.).

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**END OF SECTION 01270**  
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## **SECTION 01290 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Coordinate all payment and documentation requirements with the Housing Authority at the start of project. Lack of submittal of the proper paper work may cause a delay or rejection of payment(s).

#### **1.2 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule and Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but within seven (7) days of execution of the Notice to Proceed.
  - 3. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts and punch list activities.
  - 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. **Schedule Updating:** Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. **Payment Application Times:** The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. **AIA Payment Application Forms:** Use AIA Document G702 and AIA Document G703 Continuation Sheets as forms for Applications for Payment.
- D. **Application Preparation:** Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. **Transmittal:** Submit four (4) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. **Waivers of Mechanic's Lien:** With final Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  1. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  2. **Waiver Forms:** Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. **Application(s) for Payment:** Administrative actions and submittals that must precede or coincide with submittal of each Application for Payment. Provide to owner at each payment application certified payroll records, coordinate with Owner. Failure to provide stated documentation will be cause for rejection of application for lack of proper paperwork. Each payment application is to include the following:
  1. List of Subcontractors (initial application only).
  2. Schedule of Values.
  3. Change Order Log (including proposed change order work under review).

4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of accepted Unit Prices.
  6. Shop Drawing Submittals Schedule (up to date).
  7. Building Permit Copies (initial application only).
  8. Certificates of insurance and insurance policies (initial application only).
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01290**

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## **SECTION 01400 - SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 - RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

#### **1.2 - REQUIREMENTS**

- A. Substitutions and product options are indicated in Section 00900 - Special Conditions.
- B. Contractor is required to provide Shop Drawing submittals for all products listed in each specification section under Part 2 – Products. No item will be accepted if installed without written approval via shop drawing stamp or letter, written or email, from the Architect. Verbal approval for installation is not a condition of acceptance. All approvals must be from the Architect only. If an item is installed without this written approval the contractor will remove it and replace it with an acceptable item at their own expense and without any additional time.**
- C. Contractor is to examine each specification section and provide, where called for, shop drawing submittals for any Means and Methods to install the particular item specified.
- D. Submittals are required for all Base Bid, Alternate Price and Unit Price items and are to be submitted together as part of the overall Shop Drawing package. Refer to each specification section for additional or specific submittal requirements.

#### **1.3 - IDENTIFICATION**

- A. Identify each submittal with the following information:
  - 1. Date and revision date(s).
  - 2. Project title.
  - 3. The names of: Architect, Contractor, subcontractor supplier, manufacturer or separate detailer when pertinent.
  - 4. Identification of products, materials and finishes by CSI specification section.
  - 5. Relation to adjacent structure or material.
  - 6. Field dimensions, clearly identified as such.
  - 7. The specification section number, and applicable standards, such as ASTM or FS number.
  - 8. Quantities.
  - 9. Blank spaces, 4" x 4 1/2" each, for the Architect's stamp, and Consultant's stamp where applicable.
  - 10. Identification of deviations from Contract Documents.
  - 11. Contractor's stamp, initials or signed, certifying to review of submittal, the verification of the field measurements and quantities, and compliance with Contract Documents.
- B. Accompany the submittals with a transmittal letter containing:
  - 1. Date.
  - 2. Project title.

3. Department of Housing Project Number
3. Contractor's name and address.
4. The number and name of each item submitted.
5. Notification of deviations from Contract Documents.

#### 1.4 - SHOP DRAWINGS

- A. Provide the following information, where applicable, on all shop drawings:
1. All necessary dimensions. Dimension work illustrated by shop drawings to fit actual field conditions.
  2. Sufficient detailing to show appearance, method of assembly or fabrication, and the method of installation or erection.
  3. Identify details by reference to sheet and detail number shown on Contract Drawings.

#### 1.5 - PRODUCT DATA

- A. Manufacturer's standard schematic drawings which are:
1. Modified to delete any information which is not applicable to the Project.
  2. Supplemented to provide any additional information applicable to Project.
- B. Manufacturer's catalog sheets, brochures, diagrams schedules, performance charts, illustrations and other standard descriptive data.
1. Clearly mark each copy to identify the pertinent materials, products, or models.
  2. Show dimensions and clearances required.
  3. Show performance characteristics and capacities.
  4. Show wiring diagrams and controls.
- C. Test reports performed by independent testing agencies for manufacture, on test reports list:
1. System, material or work tested.
  2. Test results and witnesses.
  3. Description of correction of faults.

#### 1.6 - SAMPLES

- A. Samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material, with integrally related parts and attachment devices.
  2. Full range of color samples.
  3. After the review, approved samples may be used in construction of Project.

#### 1.7 - SUBMISSION METHODS

- A. Submit to the Architect all shop drawings, product data and samples required by the specification sections. Preferred method is via email, however all submissions must meet the requirements of this section. Any submittal not meeting these requirements may be cause to return the submittal without being reviewed.

- B. Schedule submissions at least ten (10) working days before submittals will be needed.
- C. Submit five (5) bond copy prints of each shop drawing and product data required.
- E. Submit two (2) samples unless a greater number is specified or requested by the Architect.
- F. Submit samples with delivery charges prepaid. Samples delivered in damaged condition may not be acceptable, and may have to be resubmitted, to Architect's discretion.
  
- G. The Architect may, at his discretion, request submittal data in addition to those specified, before a final review will be made. Contractor to take this into account for scheduling.
  
- H. All submissions to have the following requirements.
  - 1. All submissions to have a transmittal cover letter.
  - 2. All submissions to be referenced by CSI specification section.

#### 1.8 - RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
  - 1. Revise the initial drawings as required by General Conditions, and resubmit as specified for submission. Indicate on transmittal submittal numbering indicating this is a resubmission.
  - 2. Indicate on shop drawings changes other than those requested by Architect.
  
- B. Product data and Samples: Submit new data and samples as required for submission.

#### 1.9 - ARCHITECT'S DUTIES

- A. Architect's responsibilities for processing submittals are defined in General Conditions.
  
- B. Architect is not responsible for verifying quantities, dimensions, field measurements, or co-ordination of work of different trades. Architect's review of submittals shall not be construed to include or imply any such verification.

#### 1.10 - CONTRACTOR'S DUTIES

- A. In addition to requirements of the General Conditions,
  - 1. Contractor shall be responsible for obtaining and distributing prints of shop drawings after, as well as before final approval, to all parties, including suppliers.
  - 2. Prints of approved shop drawings shall be made from sepia transparencies which carry the Architect's and Consultant's stamp of approval.
  - 3. Begin no work which requires shop drawings and product data unless the approved and stamp shop drawings and product data are on file at the job site.
  
- B. The Contractor shall submit one overall submittal package for a particular material or item of work, not by individual material. When approved this shall be the basis for all similar work, for all units, for the contract period, subject to any design changes.
  
- C. Unit Price Work: All Unit Price work must have a shop drawing prior to installation. Contractor to submit shop drawing submittal along with entire shop drawing package at start of project. The Contractor must have an approved shop drawing for all materials listed under Unit Prices. Work will be rejected if installed without prior shop drawing approval. Contractor is responsible to replace any

item at his own expense that has not been previously approved.

**END OF SECTION 01400**  
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## **SECTION 01500 – CUTTING AND PATCHING**

### **PART 1 - GENERAL**

#### **1.1 - RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

#### **1.2 - DESCRIPTION**

- A. Definition: "Cutting and Patching" is hereby defined to include, but not necessarily limited to the cutting and patching of nominally completed and previously existing work, in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing, or for similar purposes; and is defined to exclude integral cutting and patching during manufacturing, fabricating, erecting and installing process for individual units of work.
- B. Demolition is recognized as an example of a related, but separate category of work, which may or may not also require cutting and patching as defined in this Section. Refer to Section 01732 – Selective Demolition.

#### **1.3 - QUALITY ASSURANCE**

- A. Requirements for Structural Work:
  - 1. General: Do not cut and patch structural work in a manner resulting in a reduction of bearing capacity or load/deflection ratio.
  - 2. Call for a structural inspection, and/or obtain the Architect's approval prior to cutting and patching any of the following:
    - A. Bearing Walls.
    - B. Structural decking and roof or floor systems.
    - C. Exterior wall construction.
    - D. Pressurized piping, vessels and equipment.
- B. Visual requirements: Do not cut and patch work which is exposed on the exterior or exposed in occupied spaces of the building in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of cutting and patching work, both as judged solely by the Architect. Remove and replace work judged by the Architect as having been cut and patched in a visually unsatisfactory manner.

#### **1.4 - SUBMITTALS**

- A. Requests for Architect's Consent:
  - 1. Prior to cutting and patching of structural elements, submit written request to the Architect for permission to proceed with cutting.
  - 2. Should conditions of the Work, or schedule indicate a required change of materials or

methods for cutting and patching, so notify the Architect and secure his written permission and the required Change Order prior to proceeding.

3. Cutting and patching of deteriorated materials listed in the Bid Form as Unit Prices, may proceed without the Architect's prior approval, however, the Contractor shall document the quantity, location and date of materials replaced. The Contractor shall be compensated for this additional work based on the unit price established and the quantities replaced pursuant to Change Orders, and in accordance with Item 2.2 of this Section.

B. Notices to the Architect:

1. Prior to cutting and patching performed pursuant to the Architect's instructions, submit cost estimate to the Architect. Secure the Architect's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
2. Submit written notice to the Architect designating the time the work will be uncovered, to provide for the Architect's observation.

C. Approval by the Architect to proceed with proposed cutting and patching does not waive the right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.1 - MATERIALS

A. For replacement of items removed, use identical materials to those being removed, or materials complying with the various Sections of these Specifications, as appropriate. The end result of the cutting and patching operation shall result in equal or better work than the work being cut and patched, in terms of performance characteristics and including visual effects where applicable.

### 2.2 - PAYMENT FOR COSTS

A. Perform cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner. The Owner will reimburse the Contractor for cutting and patching performed pursuant to written Change Orders, after claim for such reimbursement is submitted by the Contractor, and approved in advance by the Architect.

## PART 3 - EXECUTION

### 3.1 - INSPECTION

A. Inspection:

1. Inspect existing conditions, including elements subject to movement or damage during cutting and patching.
2. After uncovering the work, inspect conditions affecting installation of new work.

B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
2. Do not proceed until unsatisfactory conditions are corrected.

### 3.2 - PREPARATION

- A. Provide adequate temporary support including, but not necessarily limited to shoring and bracing to maintain structural integrity of the Work. Do not endanger other work.
- B. Provide adequate protection of other work during cutting and patching, to prevent damage. Provide protection of the Work from adverse weather exposure.

### 3.3 - CUTTING AND PATCHING

- A. Perform cutting and patching as required under pertinent other Sections of these Specifications.
- B. Employ skilled tradesmen to perform all cutting and patching. Proceed with cutting and patching at the earliest feasible time, in each instance, and perform the work promptly.
- C. Patch with seams which are durable and as invisible as possible. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.
- D. Select systems that adequately resist racking and provide acceptable deflection under live and dead loads. Reinforce to prevent cracking. Inspect and test patched areas to demonstrate integrity of work.
- E. In all cases of repair and renovation, restore exposed finishes of patched areas and where necessary, extend finished restoration onto retained work adjoining, in a manner which eliminates evidence of patching.

**END OF SECTION 01500**  
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## **SECTION 01600 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Section 01770 "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### **1.2 DEFINITIONS**

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into this project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. SUBMITTALS
- E. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - a. Statement indicating why specified material or product cannot be provided.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  - j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fourteen (14) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
  - a. Form of Acceptance: Architects Letter of Acceptance, Addendum, Change Directive or Change Order.
  - b. Use of product specified will not be allowed if Architect cannot make a decision on use of a proposed substitution within time allocated.
  
- F. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within fourteen (14)

days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Section 01400 "Submittals."
- b. Use product specified will not be allowed if Architect cannot make a decision on use of a comparable product request within time allocated.

- G. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01400 "Submittals." Show compliance with requirements.

### 1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

## 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:

1. **Product:** Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. **Manufacturer/Source:** Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. **Products:** Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. **Manufacturers:** Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. **Available Products:** Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. **Available Manufacturers:** Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. **Product Options:** Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. **Basis-of-Design Product:** Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. **Visual Matching Specification:** Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. **Visual Selection Specification:** Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. **Standard Range:** Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. **Full Range:** Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within ten **(10)** days after **the Notice to Proceed**. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work.
  9. Requested substitution provides specified warranty.

## 2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01600**

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## **SECTION 01732 – SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 - RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, and Division 1 Specification sections, apply to work specified in this section.

#### **1.2 - GENERAL REQUIREMENTS**

- A. "Selective Demolition" denotes razing and removal of portions of existing structures, Installations and obstructions shown on Drawings or specified to be removed from the site, and includes taking possession of and removing from the site, all material, equipment and debris resulting from demolition work except as otherwise specified herein.
- B. Conform to all requirements of local authorities having jurisdiction including the following:
  - 1. Obtain and pay (if required) for all permits and licenses.
  - 2. Provide and maintain fire protection devices.
  - 3. Install and maintain barricades for protection of public and adjacent property (as required).
  - 4. Keep public and private ways free of dirt and debris at all times.
  - 5. All material shall be disposed of legally off the site.
- C. Upon completion remove all tools, equipment, temporary structures (if any) and installations and rubbish of every sort. Leave work areas in an orderly condition and the surrounding area in a broom-clean condition.
- D. It is the responsibility of the General Contractor to coordinate the demolition work with the general construction process and the work of other trades. The demolition work must be phased accordingly.
- E. Provide any temporary weather protection which may be required as a result of demolition work.

#### **1.3 - EXISTING PUBLIC SPACES**

- A. Before start of demolition, notify and arrange for appropriate utility companies to discontinue services and to remove meters and other regulating devices, not the property of the Owner, as required.
- B. Cap and/or plug disconnected service lines as required by utility company concerned.
- C. Protect existing services indicated to remain on the site. Replace and/or repair services damaged



as a result of demolition work, at no expense to the Owner.

## PART 2 - PRODUCTS

### SECTION NOT USED

## PART 3 - EXECUTION

### 3.1 - SCOPE

- A. Portions of structures, installations and obstructions to be demolished are as shown on the Contract Drawings and, in general but not necessarily limited to, those items as listed below:
  - 1. Bituminous pavement.
  - 2. Concrete sidewalks.
  - 3. Asphalt and concrete curbing.
  - 4. Various tree removals.
  - 5. Various tree trimming.
  - 6. Tree stump removals.
  
- B. Demolition work shall not be limited to the above listing. The removal, relocation, or replacement of any item(s) by a trade as may be required (1) to complete the indicated scope of work or (2) to accomplish the intended result may require demolition work not specifically listed or shown on the Drawings. All such requirements shall be considered part of this work.

### 3.2 – SALVAGED MATERIALS

- A. Coordinate disposal of any and all useable demolished items, such as hardware, fixtures and appliances, with owner prior to removal from the site.

### 3.3 - PROTECTION

- A. Protect all walls, floors, ceilings and other existing items not to be removed. Portions damaged as a result of the work shall be replaced and repaired in compliance with the regulations of authorities having jurisdiction and without cost to the Owner.
  
- B. Do not close or obstruct means of egress in connection with the work. Materials and debris shall not be placed or stored in egress paths. Conduct operations so as to interfere as little as possible with normal activities.

**END OF SECTION 01732**

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## **SECTION 01770 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 - RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Special Conditions and Division 1 Specification sections apply to work specified in this section.

#### **1.2 - GENERAL**

- A. The following requirements supplement those of other sections of these Specifications.

#### **1.3 - CLEANING**

- A. Hazard Control:
  - 1. Store all volatile wastes in covered non-flammable containers.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in the storm or sanitary drains. Dispose of them legally off the site.
  - 2. Do not dispose of wastes in streams or waterways.
  - 3. Dispose of demolition and waste materials, debris and rubbish legally off the site.
- C. During construction, in addition to cleaning required other sections of these Specifications, perform the following:
  - 1. Keep building, grounds, and public properties free from accumulations of waste materials and rubbish.
  - 2. Provide on-site containers for the collection of all waste materials, all debris and rubbish. Dispose of waste materials, debris and rubbish at reasonable intervals, legally off the site.
  - 3. Clean interior building areas where construction occurred. After demolition work is complete and when ready to receive finish painting and continue cleaning on an as-needed basis until building is ready for substantial completion or occupancy.
  - 4. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

- D. At substantial completion, in addition to leaving the work "broom clean", the following must be completed:
1. Remove dust, dirt, stains identifications stickers, fingerprints, paint droppings and other soil from finished surfaces.
  2. Clean and polish hardware, specialties, and equipment.
  3. Vacuum clean all sills until all debris is removed. Use a brush if necessary to free up stationary particles. Lubricate all tracks if necessary for smooth, easy opening and closing operations.
  4. Clean under and behind all concealed areas.
  5. If surfaces cannot be put in clean condition by cleaning, repaint them as required until they are at an acceptable level of quality.
  6. Clean site and clean up any debris of dirt off site, which resulted from work under this contract, and dispose of legally off the site.
  7. Maintain cleaning until Substantial Completion Certificate, approved by the Architect, is delivered to the Owner or the project is occupied by the Owner. Turn over the work fully clean and fit for occupancy.
  8. When workmen call back for "punchlist" or guarantee work, clean up afterwards.

#### 1.4 - SUBSTANTIAL COMPLETION

- A. Submit written certification to Architect that Project, or a designated portion of Project, is substantially complete. Submit list of major items to be completed or corrected.
- B. The Architect shall prepare and submit a list of the items to be completed or corrected as determined by the inspection.
- C. Should the Architect consider that the Work is substantially complete:
1. The Architect shall prepare and submit a list of items to be completed or corrected as determined by the inspection.
  2. Architect will prepare and issue a Certificate of Substantial Completion, complete with signatures of Owner and Contractor, accompanied by the list of items to be completed or corrected.
  3. Perform final cleaning as specified above.
  4. Complete work listed for completion or correction, within designated time.
  5. Obtain Certificate of Occupancy, if required.
- D. Should Architect consider that the Work is not substantially complete then the following:
1. He/she shall immediately notify the Contractor, in writing, stating reasons.

2. Contractor shall complete the Work, and send second written notice to the Architect, certifying that the Project, or a designated portion of the Project, is substantially complete.
3. Architect will re-inspect the work.

#### 1.5 - FINAL INSPECTION

- A. Contractor shall submit written certification, as required above, that:
  1. Contract documents have been reviewed.
  2. Project has been inspected for compliance with Contract Documents.
  3. Work has been completed in accordance with Contract Documents.
  4. Equipment and systems have been tested in presence of Owner's representative and are operational.
  5. Project is completed, and ready for final inspection.
- B. Architect will make final inspection within three days after receipt of certification.
- C. If Architect considers that Work is finally complete in accordance with requirements of the Contract Documents, he/she shall request Contractor to make Project Closeout Submittals.
- D. If Architect considers that Work is not finally complete:
  1. He shall notify Contractor, in writing, stating reasons.
  2. Contractor shall take immediate steps to remedy the stated deficiencies, and submit a second written notice to Architect certifying the Work is complete.
  3. Architect will re-inspect work.
- E. Should Architect be required to perform second inspection because of failure of Work to comply with original certifications of Contractor, Owner will compensate Architect for additional services, and deduct amount paid from final payment to Contractor.

#### 1.6 - CLOSEOUT SUBMITTALS

- A. Upon completion of the Work, deliver the following to the Owner's Representative, as required by the General Conditions and Specifications.
  1. Project Record Documents. (Submit one (1) clean, legible marked up set of prints and other items, if required, as indicated in 1.7 below.)
  2. Operation and Maintenance Data.
  3. The guarantees, warranties and bonds.

4. Parts and Maintenance Materials.
5. Evidence of Compliance with requirements of governing authorities, including:
  - a. Certificate of Occupancy, if required.
- B. Accompany closeout submittals with transmittal letter, in duplicate, containing:
  1. Date
  2. Project title and number.
  3. Contractor's name and address.
  4. Certification that each Project Record Document, as submitted is complete and accurate.
  5. Signature of the Contractor, or his authorized representative.
- C. Instruct Owner's personnel in operation of all systems and other equipment.

#### 1.7 - PROJECT RECORD DOCUMENTS

- A. Drawings, shop drawings, product data, specifications and addenda, marked by Contractor to record all changes made during construction described below, shall be referred to as "Project Record Documents."
- B. In addition to changes, record on Project Record Drawings the following as-built conditions:
  1. Locations and sizes of conduit runs.
  2. Locations and sizes of access panels and doors.
  3. Location of all the mechanical and electrical control points.

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

**END OF SECTION 01770**

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## **SECTION 02230 – SITE CLEARING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
1. Removing existing vegetation.
  2. Tree removal.
  3. Tree limb trimming.
  4. Regrading.

#### **1.2 MATERIAL OWNERSHIP**

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain on Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

#### **1.3 PROJECT CONDITIONS**

- A. Contractor shall arrange for and attend a pre-construction conference with the Owner prior to commencing construction.
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing. NOTE THAT SOME AREAS HAVE AN UNDERGROUND SPRINKLER SYSTEM.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation control and plant-protection measures are in place.
- F. The following practices are prohibited within proximity to trees to be preserved:
1. Storage of construction materials, debris, or excavated material.
  2. Parking vehicles or equipment.
  3. Erection of sheds or structures.

4. Impoundment of water.
5. Excavation or other digging unless otherwise indicated.
6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 02300 "Earth Moving".
  1. Obtain approved Satisfactory soil material from off-site sources when satisfactory soil material is not available on-site.
- B. Erosion Control Materials: Shall meet all requirements of the CT 2002 Guidelines for Erosion & Sediment Control.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate, clearly identify, and protect trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site elements to remain from damage during construction.
  1. Restore damaged improvements to their original condition, as acceptable to Owner.

### 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction, including the CT 2002 Erosion Control Manual.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not create impacts outside the limits of construction.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

### 3.3 TREE AND PLANT PROTECTION

General: Protect trees and plants remaining on-site.

- A. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

### 3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
  - 1. Arrange with utility companies to shut off indicated utilities. Note some areas have an existing underground sprinkler system.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.

### 3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation, as indicated on drawings. This includes but not limited to the following.
  - 1. Either cutting down to ground of existing tree or tree limb trimming.
  - 2. Trees cut down are to have their stumps and roots completely removed, grind down all stumps, no stumps shall not be buried.
  - 3. Use care to protect trees to be saved.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material.
  - 1. Place fill material in horizontal lifts not exceeding a loose depth of 8 inches, and compact each lift to a density equal to adjacent original ground.

### 3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water. Circle entire base of stockpile with temporary erosion control measures.



### 3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

### 3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work. Recycle materials including concrete, brick, paving blocks, wood bollards, metal light poles, metal signs, wire, and all other similar materials.
- C. Surplus topsoil is to remain on-site, and used as specified in the project's Soil Management Plan. Stockpile for use in berms and lawn areas.

### 3.9 STORM DRAINAGE

- A. Protect existing storm drainage structures to remain from damage during construction.
- B. Remove completely existing storm drainage structures to be removed.
- C. Protect existing storm drainage pipe to remain from damage during construction.

**END OF SECTION 02230**

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## **SECTION 02300 – EARTH MOVING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Preparing subgrades for walks, pavements, turf and grasses.
2. Subbase course for concrete walks.
3. Subbase course and base course for asphalt paving.

**A. Section Includes:**

1. Section 02740 – Bituminous Concrete Pavement.
2. Section 02750 – Concrete Paving
3. Section 02920 – Lawns and Grasses

#### **1.2 DEFINITIONS**

**A. Backfill:** Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

**B. Base Course:** Aggregate layer placed between the subbase course and hot-mix asphalt paving.

**C. Bedding Course:** Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

**D. Borrow Soil:** Satisfactory soil imported from off-site for use as fill or backfill.

**E. Excavation:** Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect.
  2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- F. Fill:** Soil materials used to raise existing grades.

**G. Structures:** Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- H. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

### 1.3 QUALITY ASSURANCE

- A. Pre-excavation Conference: A pre-construction meeting shall be held as directed by the Architect.
- B. Form 817 – State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges, and Incidental Construction”, 2004 with supplements shall be used for material compliance and execution of the work in this section.
- C. Prior to earthwork activities, coordinate with the owner’s Testing Agent to assure and schedule all testing as may be required by the owner

### 1.4 PROJECT CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- B. Do not commence earth moving operations until all appropriate erosion control measures, construction fencing and pedestrian protection measures are in place.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

2. Frozen materials are considered Unsatisfactory

- D. Subbase Material: Additional material shall meet CT DOT Form 817 M.02.02 Subbase.
- E. Processed Aggregate Base Course: Shall meet CT DOT Form 817 M.05.01 Processed Aggregate Base.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Gravel Base shall meet CT DOT Form 817M.02.03
- H. Stone Dust shall meet CT DOT Form 817 M.01.01 for Screenings.
- I. Modified Riprap shall meet CT DOT Form 816 M.12.02 3. Modified Riprap.
- J. Crushed Stone: consist of a ¾-inch size durable crushed rock or durable crushed gravel stone and shall conform to the requirements of the ConnDOT Form 817, Section M.01.01, No. 6

2.2 ACCESSORIES

- A. Warning Tape: Shall meet CT DOT Form 817 section 1.05.15
- B. Geotextile fabric should be a non-woven fabric, consisting of Mirafi 140N or an approved equal product.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations. B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### 3.3 EXCAVATION FOR EDGES OF TREE AND PLANT PROTECTION ZONES

- A. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

### 3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Contractor shall obtain and follow the requirements and specifications of the applicable utility providers. Where those requirements differ from those noted herein, the more restrictive shall govern.
- B. Excavate trenches to indicated gradients, lines, depths, and elevations.
- C. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.
  - 1. Clearance: 12 inches (300 mm) each side of pipe or conduit.
- D. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material, 4 inches (100 mm) deeper elsewhere, to allow for bedding course, or as required by the utility company. E. Trenches in Tree- and Plant-Protection Zones:
    - 2. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
    - 3. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

### 3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the structure, sidewalks and pavements with a vibratory roller or other equipment approved by the Architect to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades. Sub-grades that become unstable (i.e. soft, yielding, rutting, pumping,

etc.) under the action of proof-rolling may require selective undercutting or further stabilization prior to placement of the structural fill or base stone

- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### 3.7 UNAUTHORIZED EXCAVATION

Fill unauthorized excavations under all construction, pipe, or conduit as directed by Architect.

### 3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Comply with the Project's Soil Management Plan.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
  - 2. All topsoil to remain on site. Use within berms and lawn areas. Grade as shown.
  - 3. Dispose of all other surplus soil materials off-site.

### 3.9 UTILITY TRENCH BACKFILL

- A. Contractor shall obtain and follow the requirements and specifications of the applicable utility providers. Where those requirements differ from those noted herein, the more restrictive shall govern.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.
- C. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- D. Place and compact initial backfill in accordance with appropriate utility company requirements to a height of 12 inches (300 mm) over the pipe or conduit.
  - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Install warning tape in accordance with CT DOT requirements and utility company requirements.

### 3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in lifts to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.

### 3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in lifts not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by handoperated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557 (Modified AASHTO Compaction):
  - 1. Under pavements and concrete walks, scarify and recompact top 12 inches of existing subgrade and each lift of backfill or fill soil material at 95 percent of the maximum dry density.
  - 2. Under bituminous walkways and gravel paths, scarify and recompact top 6 inches below subgrade and compact each lift of backfill or fill soil material at 95 percent of the maximum dry density.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each lift of backfill or fill soil material at 85 percent of the maximum dry density .
  - 4. For utility trenches, compact each lift of initial and final backfill soil material at 95 percent of the maximum dry density.

### 3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. During construction, positive grading will be maintained to direct storm runoff away from buildings and foundations.
  2. Final grading shall be done to insure positive grading to direct storm runoff away from buildings and foundations.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
1. Turf or Unpaved Areas: Plus or minus 1 inch.
  2. Walks: Plus or minus 1/2 inch.
  3. Pavements: Plus or minus 1/2 inch.
- 3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS
- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
1. Shape subbase course and base course to required crown elevations and cross-slope grades.
  2. Place subbase course and base course that exceeds 6 inches in compacted thickness in lifts of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
- 3.15 FIELD QUALITY CONTROL
- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections. Contractor shall provide a minimum of 72 hours notice of proposed earthwork activities.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill lift. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.
- 3.16 PROTECTION
- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.



- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
- D. Do not allow debris to collect near doors or building openings during construction. Maintain the site in a clean and neat appearance throughout the construction process.

### 3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property, unless otherwise specified in the project's Soil Management Plan.

### 3.18 DEWATERING

- A. Work shall include all material, labor, and equipment required for the removal of water from the excavated areas to maintain in a dry condition all excavations and work areas. The Contractor shall be responsible for performing all required dewatering in such a manner as to prevent injury to persons, public health, the environment, or damage to existing facilities.
- B. The Contractor shall be responsible for providing, maintaining, operating, and removing all dewatering equipment and other facilities, including all pumping and appurtenant equipment, required to maintain the area in a dry condition during construction.
- C. Any damage to existing including settlement caused by dewatering operations, or damage to new work due to failure of the Contractor to maintain a dry work area shall be repaired by the Contractor as directed by the Engineer at no additional cost.
- D. The Contractor's dewatering process shall be performed in such a manner as to limit the quantities of sediment removed.
- E. All pipelines or structures not stable against uplift shall be thoroughly braced or otherwise protected against movement or damage.
- F. Water being disposed of by the dewatering operation shall be discharged into properly sized sedimentation control basins, or other appropriate structures. In no case shall the water from the dewatering process be allowed to flow directly into a wetland or watercourse.
- G. The dewatering process shall be initiated in any excavated area where excess water accumulates preventing the work to be performed in dry conditions.

**END OF SECTION 02300**

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## **SECTION 02374 – EROSION CONTROL**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

##### **A. Section Includes:**

1. Temporary erosion and sedimentation control materials and practices.

#### **1.2 QUALITY ASSURANCE**

- A. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers.
- B. Comply with all governing codes and regulations including the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control, and the Connecticut Department of Environmental Protection General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities.

#### **1.3 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, handle, and store materials in accordance with manufacturer's written instructions.

#### **1.4 MAINTENANCE SERVICE**

- A. Maintain temporary erosion control measures until site is stabilized and accepted by local authority having jurisdiction. Maintain temporary erosion control mats on seeded areas until satisfactory turf is established and accepted by Owner.

### **PART 2 - PRODUCTS**

#### **2.1 EROSION CONTROL MATERIALS**

- A. Temporary Erosion Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh.
- B. Permanent Erosion Control Blankets: Non-Biodegradable polymer or synthetic fibers mechanically, structurally, or chemically bound together to form a continuous matrix.
- C. Silt Fencing
  1. Filter Fabric: Extra strength filter fabric (50 lbs/lin.in. min.), or a combination of standard strength (30 lbs/lin.in. min.) and 14 gauge woven wire fence.

- 2. Fence posts: 2"x2" pressure treated wood, minimum of 48" high.
- D. Haybales: Haybales shall be composed of non-degraded straw in reasonable condition.
- E. Construction Entrance: 2" stone to meet CT DOT Form 817 M.01.01 No. 3.
- F. Filter Fabric; Filter Fabric for catch basin wrap shall meet requirements for Silt Fencing Filter Fabric.
- G. 3/8" pea stone: 3/8" Pea stone shall meet CT DOT Form 817 M.01.01 No. 8.

### PART 3 - EXECUTION

#### 3.1 GENERAL LAND CONSERVATION

- A. All structural erosion and sediment control practices shall be placed prior to or as the first step in grading for all areas.
- B. Permanent or temporary soil stabilization shall be applied to disturbed areas within 14 days after final grade is reached on any portion of the site.
- C. Any disturbed area not stabilized with seeding, sodding, paving, or built upon by November 1<sup>st</sup>, or areas disturbed after that date, shall be mulched immediately with hay or straw at the rate of 2 tons per acre and over-seeded by April 15<sup>th</sup>.
- D. At the completion of construction, all temporary sediment controls shall be removed and all denuded areas shall be stabilized.

#### 3.2 EROSION CONTROL

- A. Protect seeded slopes exceeding 1:3 against erosion with erosion-control blankets installed and stapled according to Drawings and manufacturer's recommendations.
- B. Provide straw bales and silt fencing in areas shown on the plans, or in other areas deemed as potential erosion locations.
- C. Silt fencing shall be placed down-gradient of construction areas, as necessary, to control sediment and minimize erosion until turf is established.
- D. Install temporary siltation basin outlet prior to any discharge to basin. All piping to be sized per detail and be ADS N-12 or approved equal. All fittings to be of same material.
- E. Install sediment basins adjacent to catch basins immediately upon construction of catch basin in accordance with detail. Sediment basins to be sized to contain at a minimum 134 Cubic Yards of water storage per acre drained.

#### 3.3 SILT FENCING

- A. Set posts maximum ten feet (10') apart. Angle posts approximately 5 degrees upslope.
- B. Excavate a 6"x6" trench upslope and along the line of posts.
- C. Staple wire fencing to upslope side of posts, if applicable.
- D. Attach filter fabric to wire fence or upslope side of posts and extend fabric into trench. Top of fabric is to be a minimum of 30" above ground level.
- E. Backfill and compact excavated soil.

### 3.4 MAINTENANCE

- A. All erosion and sediment control measures shall be checked weekly and within 24 hours after each rainfall to assure that the measures are functioning adequately. Sediment that is collected will be distributed on the protected portion of the site and stabilized.
- B. All stockpiles of earth and topsoil shall be protected with temporary seeding, erosion control fence around the entire perimeter, or other means to prevent erosion.

### 3.5 CONSTRUCTION ENTRANCE

- A. Provide a stone construction entrance as shown on the plans and in the detail drawings to help prevent tracking of mud and dirt by vehicles leaving the construction site. The entrance shall be constructed with coarse 2" aggregate to a depth of at least six inches (6") placed over filter fabric and extended a minimum of fifty feet (50') from the road edge at a location shown on the Drawings.
- B. Both temporary and permanent roads and parking areas may require periodic top dressing with new gravel.
- C. Seeded areas adjacent to the roads and parking areas should be checked periodically to ensure that a vigorous stand of vegetation is maintained or other erosion control measures to prevent erosion onto adjacent pavement.
- D. Roadside ditches and other drainage structures should be checked regularly to ensure that they do not become clogged with silt or other debris.

### 3.6 SILT FENCE

- A. Silt fences and filter barriers shall be inspected immediately after each rainfall, at least daily during prolonged rainfall, and weekly during other periods. Any required repairs shall be made immediately.
- B. Should the fabric on a silt fence or fabric barrier decompose or become ineffective and the barrier is still necessary, it shall be replaced immediately.
- C. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

- D. For any sediment deposits remaining after the silt fence or filter barrier is no longer required, the sediment shall be spread, dressed, and seeded to conform to the surrounding area.

**END OF SECTION 02374**  
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## **SECTION 02630 – STORM DRAINAGE**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. Section Includes:

1. Replacement of catch basin tops.

#### **1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Product Certificates: For each type of pipe and fitting, from manufacturer.
- C. Field quality-control reports.

#### **1.3 PROJECT CONDITIONS**

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
  1. Notify Architect and Construction Manager no fewer than two days in advance of proposed interruption of service.
  2. Do not proceed with interruption of service without Architect's and Construction Manager's written permission.

### **PART 2 - PRODUCTS**

#### **2.1 PE PIPE AND FITTINGS**

1. Corrugated PE Drainage Pipe and Fittings: Shall meet **CT DOT Form 817M.08.01 25**

#### **2.2 CONCRETE PIPE AND FITTINGS**

- A. Reinforced-Concrete Sewer Pipe and Fittings: Shall meet **CT DOT Form 817 M.08.01 6.**

### PART 3 - EXECUTION

#### 3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 31 20 00 "Earth Moving".

#### 3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes or catch basins for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipejacking process of microtunneling.
- F. Install gravity-flow, nonpressure drainage piping according to the following:
1. Install piping pitched down in direction of flow.
  2. Install PE corrugated sewer piping according to ASTM D 2321.
  3. Install reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."

#### 3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping according to the following:
1. Join corrugated PE piping according to ASTM D 3212 for push-on joints.
  2. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasketed joints.
  3. Join dissimilar pipe materials with nonpressure-type flexible couplings.

#### 3.4 IDENTIFICATION

- A. Materials and their installation are specified in Section 31 20 00 "Earth Moving". Arrange for installation of warning tape directly over piping and at outside edge of underground structures in accordance with CT DOT and utility requirements.

### 3.5 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (610 mm) of backfill is in place, and again at completion of Project.
  - 1. Submit separate reports for each system inspection.
  - 2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - c. Infiltration: Water leakage into piping.
    - d. Exfiltration: Water leakage from or around piping.
  - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  - 4. Reinspect and repeat procedure until results are satisfactory.

**END OF SECTION 02630**

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## **SECTION 02740 – ASPHALT PAVING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
1. Cold Milling of existing asphalt pavement.
  2. Hot-mix asphalt patching.
  3. Hot-mix asphalt paving.
  4. Hot-mix asphalt paving overlay.
  5. Pavement-marking paint.
  6. Asphalt curbing.
  7. Vehicular Signage
- B. Related Sections:
1. Section 02300 - Earth Moving: Aggregate subbase and base courses.
  2. Section 02742 - Asphalt Crack Repair.
  3. Section 02744 - Asphalt Sealant.

#### **1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- B. Material Certificates: For each paving material, from manufacturer.

#### **1.3 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: A paving-mix manufacturer approved by the CT DOT.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of CT DOT Form 817, Standard Specifications for Roads, Bridges, and Incidental Construction, 2004, as amended for asphalt paving work.
1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.
- C. Pre-installation Conference: Prior to starting paving operations, meet with the Architect.

#### **1.4 PROJECT CONDITIONS**

- A. Coordinate all work with Architect prior to paving operations.
- B. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
1. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
  2. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of

placement.

3. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.
- C. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4.4 deg C) for oil-based materials 55 deg F (12.8 deg C) for water-based materials, and not exceeding 95 deg F (35 deg C).

## PART 2 - PRODUCTS

- 2.1 Materials: All materials shall comply with **CT DOT Form 817 section 4.06.02** – Materials.
- 2.2 Signage: All signage shall conform to the latest requirements of the Manual on Uniform Traffic Control devices For Streets and Highways. Refer to drawings.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

### 3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Re-compact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
  1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

### 3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
  1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Spread mix at minimum temperature per **CT DOT Form 817 Section 4.06.03.**
  - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt- paving mat.
- B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### 3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints in accordance with CT DOT requirements.

### 3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  - 1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the correct density per the **CT DOT Form 817 Section 4.06.03.**
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.7 ASPHALT CURBS

- A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread mix at minimum temperature per **CT DOT Form 817 Section 4.06.03**.
  - 1. Asphalt Mix: Per **CT DOT Form 817 Section M.04 Bituminous Class 3**.
- B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

### 3.8 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Base Course: Plus 1/2 inch, no minus.
  - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course: 1/4 inch. Revise subparagraph above or first subparagraph below to suit Project.
  - 2. Surface Course: 1/8 inch.
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

### 3.9 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
- D. Fire Lane-No Parking pavement markings shall conform to all applicable local and state codes.

### 3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Replace and compact hot-mix asphalt where core tests were taken.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

### 3.11 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

### 3.12 SIGNAGE

- A. All signage shall be installed in conformance with the design plans and all requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways latest edition.

### 3.13 COLD MILLING OF EXISTING ASPHALT PAVEMENT

- A. All Refer to **ConnDOT Form 816, Section 4.03** for Description, Materials, and Construction methods. Formation of Subgrade shall conform to **ConnDOT Form 816, Section 2.09**.
- B. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement full depth of pavement.
- C. Areas of existing pavement milling are indicated on drawings.

**END OF SECTION 02740**

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## **SECTION 02742 – ASPHALT CRACK REPAIR**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Elastomeric hot applied crack and joint sealing in asphalt pavement and curbing.

#### **1.02 RELATED SECTIONS**

- A. Section 02740 – Asphalt Paving.
- B. Section 02744 – Asphalt Sealer.

#### **1.03 REFERENCES**

- A. American Society for Testing and Materials (ASTM).
  - 1. D 6690-01 Specification for hot applied crack and joint sealant.
  - 2. 1190 Specification for Concrete Joint Sealant, Hot Applied Elastic Type.
  - 2. D 3405 Specification for Joint Sealants, Hot Applied, for Concrete and Asphalt.
  - 3. D 5329 Test Methods for Sealants and Fillers, Hot Applied, for Joints and Cracks in Asphalt and Portland Cement Concrete Pavements.

#### **1.04 SYSTEM DESCRIPTION**

- A. Provide installation of sealant.

#### **1.05. SUBMITTALS**

- A. Product Data
  - 1. Submit manufacturer's printed Product Data Sheet.

#### **1.06 QUALITY ASSURANCE**

- A. Certification
  - 1. Contractor to submit a letter stating that equipment used to heat the material meets requirements of this specification.
- B. Test Reports
  - 1. Upon request the contractor will submit manufacturer's test results on products used.

#### **1.07 PROJECT/SITE CONDITIONS**

- A. ENVIRONMENTAL REQUIREMENTS
  - 1. Apply sealant only to clean, dry, properly prepared cracks and joints.
  - 2. At ambient temperatures below forty (40) degrees F. use a hot compressed air lance to achieve clean, dry, warm space for sealant installation.



## 1.08 EXISTING CONDITIONS

- A. Cracks and joints under one quarter (1/4) inch width are not covered under this specification unless stipulated in writing by Architect/Engineer.
- B. Cracks and joints under one quarter (1/4) inch are to be addressed by means of routing and/or the use of a hot compressed air jet to remove all loose materials and assure the sidewalls of cracks are clean and dry.

## PART 2 PRODUCTS

### 2.01 MANUFACTURER

- A. Manufacturer Basis-of-Design: The following is specified to establish a standard for material, testing and performance. Products meeting these standards will be acceptable.
  - 1. Neyra Industries, Inc., Cincinnati, Ohio: Thermo-Seal PLS, Thermo-Seal

### 2.02 MATERIALS

- A. Sealant: Thermo-Seal PLS or Thermo-Seal Spec+Plus DF
  - 1. A hot applied elastomeric crack/joint sealant for asphalt and concrete pavements.

### 2.03 EQUIPMENT

- A. Melt down the sealant in a kettle or melter constructed as a double boiler. The space between the inner and outer shells filled with a high flash heat transfer oil or other indirect heating means.
- B. The kettle to be used must have constant agitation any time material is over three hundred (300) degrees F. The kettle must have temperature monitoring capabilities.
- C. Roofing kettles or other direct fired melters are not acceptable for these materials.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Inspect existing pavement for conditions and defects that will adversely affect quality of work and which cannot be put into acceptable condition through normal preparatory work as specified.
- B. Starting installation constitutes contractors acceptance of surface as suitable for installation.

### 3.02 PREPARATION

- A. Cracks

1. Remove vegetation and all incompressibles from cracks and joints by means of hot compressed air lance.
  2. Cracks and joints less than one quarter (1/4) inch in width must be routed to a minimum one half (1/2) inch by one half (1/2) inch in shape.
- B. Sealant
1. Prepare sealant in specified equipment.
  2. Heat sealant according to manufacturer's Product Data Sheet.

### 3.03 APPLICATION

- A. Install heated sealant directly into cracks and joints not to exceed a four (4) inch wide band.
- B. Control thickness to one eighth (1/8) inch above pavement surface.
- C. Finished sealed cracks and joints will be uniformly level and all "sinkers" will be refilled to achieve flush to one eighth (1/8) inch concave surface appearance.

### 3.04 PROTECTION

- A. Care must be taken to keep the public from work area while sealant is being installed and traffic should not be allowed to cross sealant filled cracks and joints for a period of ten (10) minutes.
- B. Failure to follow manufacturer's printed recommendations could result in a severe burn hazard.

**END OF SECTION 02742**  
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## **SECTION 02744 – ASPHALT SEALER**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Engineered resin emulsion sealcoat slurry over asphalt paving and asphalt curbing.

#### **1.02 RELATED SECTIONS**

- A. Section 02740 – Asphalt Paving.
- B. Section 02742 – Asphalt Crack Repair.

#### **1.03 REFERENCES**

- A. American Society for Testing and Materials (ASTM)
  - 1. C 136 Method of Sieve Analysis of Fine and Coarse Aggregates
  - 2. D 2939 Method for Testing Emulsified Bitumens used as Protective Coatings
  - 3. D 244 Standard Specification for Emulsified Asphalt
  - 4. D 3910 Practices for Design, Testing, and Construction of Slurry Seal

#### **1.04 SYSTEM DESCRIPTION**

- A. Provide two applications of the coating (emulsion slurry) in all areas.
- B. Provide third coat in high traffic areas as shown in schedule and on drawings.

#### **1.05 SUBMITTALS**

- A. Product Data
  - 1. Submit manufacturer's printed Product Data Sheet.

#### **1.06 QUALITY ASSURANCE**

- A. Certification
  - 1. Submit copy of certificate from manufacturer stating applicator is their authorized installer.
- B. Certificate of Authenticity
  - 2. Submit a certificate executed by the manufacturer of the sealer stating the specific product was placed on the pavement.

## 1.07 PROJECT/SITE CONDITIONS

### A. ENVIRONMENTAL REQUIREMENTS

1. Apply coating when pavement temperature is at least fifty (50) degrees F. and air temperature is fifty (50) degrees F. and rising.
2. Apply coating during dry weather and when rain is not anticipated within eight (8) hours after application is completed.

## 1.08 WARRANTY

- A. Submit two (2) year written dual warranty by materials manufacturer and contractor.
- B. Warranty will include statements that warrant performance of the coating against flaking, chipping, loss of adhesion or other abnormal wear.
- C. In the event of abnormal wear within the warranty period manufacturer will supply material and contractor will recoat with specified material to the affected area at no cost to the owner.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURER

Manufacturer Basis-of-Design: The following is specified to establish a standard for material, testing and performance. Products meeting these standards will be acceptable.

- A. Neyra Industries, Inc., Cincinnati, Ohio: Jennite<sup>®</sup>

### 2.02 MATERIALS

- A. Sealer: Basis of Design: Jennite<sup>®</sup>
  1. A high solids refined coal tar emulsion with pure high molecular weight polymer rubber hot blended into the tar prior to emulsification.
  2. Minimum 52% solids – with ash of nonvolatile in a range of 34%-38%
  3. Maximum dilution of 30 parts water per 100 parts Jennite
- B. Crack Sealant: Basis of Design: Thermo-Seal PLS
  1. Hot applied, elastomeric type crack sealant compatible with pavement coating.
- C. Pavement Primer: Basis-of-Design: Polyprime<sup>®</sup> (Priming is not required to obtain manufacturer's warranty but may be recommended depending on condition of pavement.
  1. Acrylic based primer compatible with pavement coating.
- D. Sand: As recommended in printed data sheets by sealer manufacturer.
  1. Washed, dry silica sand free of dust, trash, clay, organic materials or other contaminants.
  2. Gradation: To have an American Foundry Society grain fineness number that is no less than fifty (50) and no more than seventy (70), when tested in accordance with ASTM C 136.

- E. Mixing Water
  - 1. Potable and free from harmful soluble salts.
  - 2. Temperature of the water: minimum fifty (50) degrees F.

## 2.03 EQUIPMENT

- A. Use equipment that keeps the mixture homogeneous at all times and is capable of applying required coating weights evenly over entire width of application mechanism in order to provide a uniformly coated surface.

## 2.04 MIXES

- A. Add three (3) to five (5) pounds of sand to the emulsion and mix with power equipment to a homogeneous condition. (Sand to be added after water)
- B. Add water to the coating mix as required for application not to exceed fifteen (30) per cent of emulsion.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Inspect existing pavement surfaces for conditions and defects that will adversely affect quality of work, and which cannot be put into an acceptable condition through normal preparatory work as specified.
- B. Do not place coating over unsound oil spots softened by fuel or oil. If this condition exists, notify Architect/Engineer/owner.
- C. Starting installation constitutes Contractor's acceptance of surface as suitable for installation.

### 3.01 GENERAL PREPARATION

- A. Mark out areas to be sealed.
- B. Thoroughly clean the pavement surface of all dirt, debris and vegetation using brooms, air blowers and/or power sweepers. Soil sterilant shall be applied, per manufacturers' recommendations, as required.
- C. Prime all petroleum stains with Petrobond Oil Spot Primer. Areas of excessive oil buildup will be burned, as required.
- D. If crackfilling is specified, see Neyra Spec. 2.1 for details.
- E. Apply one (1) coat of Polyprime Penetrating Primer @ 0.015 gallon/s.y.
- F. Apply two (2) coats of Jennite high solids, high temperature, refined coal tar emulsion

sealer @ 0.14 gallon/s.y. Approved silica sand shall be added to the sealer at the rate of 5 to 6 lbs. per gallon to enhance skid resistance and coating durability.

- G. Sealed areas shall be barricaded to traffic and may not be opened to traffic during the initial 24 hour curing period.
- H. All work to be done using specialized sealcoating equipment. Use of hand squeegees shall not be allowed, except in areas not accessible to machines or to facilitate a neatly trimmed edge (i.e. along curbs, walks, buildings, etc.).

### 3.02 PREPARATION – (AGED PAVEMENT)

- [ A. Repairing Asphalt Concrete Pavement: Repair areas shown in schedule.] Crack Sealing:
  - [ B. Apply crack sealant as detailed in Section 32 01 17.61.]
- C. Cleaning (before application).
  - 1. Clean pavement surface prior to applying coating.
- D. Protection
  - 1. Protect adjacent curbs, walks, fences, and other items from receiving coating.
- E. Priming Oil Spots
  - 1. Clean oil spots and treat with primer.
  - 2. (If priming is required apply Polyprime at a rate of .03-.06 gallons per square yard, as per Polyprime data sheet.)

### 3.03 PREPARATION – (NEW PAVEMENT)

- A. Curing
  - 1. Allow new asphalt to cure at least thirty (30) days before applying pavement coating.
- B. Cleaning (before application).
  - 1. Clean pavement surface prior to applying primer coat and coating.
- C. Protection
  - 1. Protect adjacent curbs, walks, fences, and other items from receiving primer and coating.

### 3.04 APPLICATION

- A. Apply all coats uniformly at a rate of 0.14 - 0.17 gallons per square yard per coat using mixed diluted material.

- B. Allow each coat to cure sufficiently to take traffic without scuffing.
- C. Allow final coat to cure a minimum of twenty four (24) hours under good drying conditions before allowing traffic.

### 3.05 CLEANING (AFTER APPLICATION)

- A. Remove any coating from surfaces other than those requiring coating.

### 3.06 PROTECTION

- A. Barricade coated areas until the coating has dried sufficiently for traffic.

### 3.08 SCHEDULE

- A. Refer to drawings for areas requiring sealant.

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## **SECTION 02750 – CONCRETE PAVING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. Section includes the following items. Provide items as required per conditions:

1. Concrete Walks.
2. Concrete Curbs.
3. Concrete Cleaning.
4. Concrete curb painting where indicated on plans.

#### **1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Other Action Submittals:
  1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

#### **1.3 QUALITY ASSURANCE**

- A. Ready-Mix-Concrete Manufacturer Qualifications: The manufacturer must be experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment. B. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

### **PART 2 - PRODUCTS**

#### **2.1 STEEL REINFORCEMENT**

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

- D. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.
- E. Deformed-Steel Wire: ASTM A 496/A 496M.
- F. Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bars. Cut bars true to length with ends square and free of burrs.
- G. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified.

## 2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
  - 1. Portland Cement: Shall meet CT DOT Form 817 M.03.01.
    - a. Fly Ash: Shall meet CT DOT Form 817 M.03.01 3(c)
- B. Normal-Weight Aggregates: Shall meet CT DOT Form 817 M.03.01 1&2.
- C. Water: Potable and complying with CT DOT Form 817 M.03.01 4.
- D. Air-Entraining Admixture: Shall meet CT DOT Form 817 M.03.01 5
- E. Chemical Admixtures: Shall meet CT DOT Form 817 M.03.01 5

## 2.3 CURING MATERIALS

- A. Curing Materials: Shall meet CT DOT Form 817 M.03.01 04

## 2.4 RELATED MATERIALS

- A. Joint Fillers: Shall meet CT DOT Form 817 M.03.01 8
- B. Detectable Warning Strip: Shall consist of truncated domes meeting ADAAG guidelines (ADAAG 4.29.2) to detect boundary between sidewalk and street.

## 2.5 CONCRETE CLEANING

- A. Cleaner: General purpose, non-etching acidic leaner to remove rust, mud, atmospheric dirt, stains without altering the surface texture
  - 1. Cleaner Manufacturer: Concrete products used on existing concrete be "Sure-Klean", as manufactured by Prosoco, Inc., Kansas City, Kansas, or approved equal.
    - a. Sure-Klean Light Duty Concrete Cleaner, diluted and applied per manufacturer's printed instructions.

## PART 3 - EXECUTION

### 3.1 EXAMINATION AND PREPARATION

- A. Proof-roll prepared subbase surface below concrete walks, pads, etc. Identify soft pockets and areas of excess yielding.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

### 3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### 3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

### 3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### 3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with CT DOT Form 817 6.01 requirements for measuring, mixing, transporting, placing, and consolidating concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed paving surface with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

### 3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
  - 2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
  - 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

### 3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.

- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screening, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete in accordance with CT DOT Form 817 6.01.

### 3.8 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
  - 1. Elevation: 1/2 inch.
  - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
  - 3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/2 inch.
  - 4. Joint Spacing: 3 inches.
  - 5. Contraction Joint Depth: Plus 1/4 inch, no minus.
  - 6. Joint Width: Plus 1/8 inch, no minus.

### 3.9 REPAIRS AND PROTECTION

- A. Remove and replace concrete sidewalk that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Protect concrete sidewalks from damage.
- C. Maintain concrete sidewalks free of stains, discoloration, dirt, and other foreign material. Sweep sidewalks not more than two days before date scheduled for Substantial Completion inspections.

### 3.11 CONCRETE CURBS

- A. Concrete curbs shall be constructed in accordance with CT DOT Section 8.11 "Concrete Curbing".

### 3.12 CONCRETE CLEANING

- A. Before application prepare concrete per manufacturer's instructions. Spray and/or brush per directions. Do not allow cleaner to dry on concrete. Final rinse concrete with pure water.

**END OF SECTION 02750**

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## **SECTION 02920 - LAWNS AND GRASSES**

### **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 requirements for restoring damaged lawn areas and other designated areas as noted on drawings, these include the following:
  - 1. Seeding.
  - 2. Hydroseeding.
  - 3. Turf renovation.

#### **1.3 DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See drawing designations for planting soils.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For landscape Installer.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Product Certificates: For fertilizers, from manufacturer.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

#### **1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.



## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
  2. Experience: Three years' experience in turf installation in addition to requirements in Section 014000 "Quality Requirements."
  3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
  4. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
    - a. Landscape Industry Certified Technician - Exterior.
    - b. Landscape Industry Certified Lawncare Manager.
    - c. Landscape Industry Certified Lawncare Technician.
  5. Pesticide Applicator: State licensed, commercial.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable. B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

## 1.8 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
1. Spring Planting: April 1 to June 15.
  2. Fall Planting: August 15 to October 1.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

## PART 2 - PRODUCTS

### 2.1 TOPSOIL

- A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.

1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, stones, clay lumps, and other extraneous materials harmful to plant growth.
  - a. Supplement with imported topsoil from off-site sources when quantities are insufficient.
2. Topsoil Source: Import topsoil from off-site sources where required. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

2.2 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:

	Proportion by Weight (Percent)
Kentucky Bluegrass	20
Pennlawn Red Fescue	40
Chewing Fescue	25
Perennial Ryegrass	10
Red Top	5

2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  1. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
  2. Provide lime in form of ground dolomitic limestone. B.  
 Perlite: Horticultural perlite, soil amendment grade.
- C. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

2.4 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
    - a. State of Connecticut, Department of Environmental Protection approved when derived from food and agricultural residues, animal manures, and sewage sludge.
  - B. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
- 2.5 FERTILIZERS
- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 20 percent phosphoric acid.
  - B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
  - C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
    1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- 2.6 MULCHES
- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
  - B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plantgrowth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
  - C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

### PART 3 - EXECUTION

- 3.1 EXAMINATION
- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
    1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
    2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
    3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
    4. Uniformly moisten excessively dry soil that is not workable or which is dusty. B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

### 3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
  - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
  - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.3 TURF AREA PREPARATION

- A. Limit turf subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Spread planting soil to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    - a. Spread approximately 1/2 the thickness of planting soil over loosened subgrade. Mix thoroughly into top 2 inches of subgrade. Spread remainder of planting soil.
- C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
  - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
  - 2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.
  - 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
  - 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, obtain Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 1. Do not use wet seed or seed that is moldy or otherwise damaged.

2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 60 pounds pure live seed per acre.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with erosion-control mats where shown on Drawings; install and anchor according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
  1. Bond straw mulch by spraying with asphalt emulsion at manufacturer's recommended rate. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

### 3.5 HYDROMULCHING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
  1. Mix slurry with nonasphaltic tackifier.
  2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

### 3.6 TURF RENOVATION

- A. Renovate existing turf where indicated.
- B. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
  1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
  2. Install new planting soil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- D. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- E. Mow, dethatch, core aerate, and rake existing turf.
- F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- I. Apply soil amendments and initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades. J. Apply seed and protect with straw mulch as required for new turf.

- K. Water newly planted areas and keep moist until new turf is established.

### 3.7 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
  - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
  - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
  - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
  - 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

### 3.8 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Engineer:
  - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

### 3.9 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

### 3.10 MAINTENANCE SERVICE

- A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
1. Seeded Turf: 60 days from date of Substantial Completion.
    - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

**END OF SECTION 02920**  
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