

818 S. FLORES ST. 0 SAN ANTONIO, TEXAS 78204 0 www.saha.org

Procurement Department

REQUEST FOR PROPOSALS

For **Blanco Basement Structural Concrete Repairs & Drainage** Improvements

For

HOUSING AUTHORITY OF THE **CITY OF SAN ANTONIO, TEXAS** AND **AFFILIATED ENTITIES**

RFP#: 1809-909-62-4835

Prepared by:

Department of Procurement of The San Antonio Housing Authority 818 South Flores Street San Antonio, Texas 78204

President and CEO David Nisivoccia

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Section A Background Information and Evaluation

I. Background Information: The San Antonio Housing Authority d/b/a San Antonio Housing Authority ("SAHA") is a public housing agency created by resolution of the City of San Antonio in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

SAHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. SAHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. SAHA programs are federally funded along with development and modernization grants and rental income.

Its primary activity is the ownership and management of over 6,300 public housing units. It also administers rental assistance for almost 12,000 privately owned rental units through the Section 8 program. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

SAHA has created a number of affiliated public facility corporations ("PFCs") pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs own projects. In other cases, PFCs or other related entities serve as partners in partnerships that have been awarded low-income housing tax credits. SAHA's affiliated entities own and operate over 3,000 units of affordable housing.

SAHA staff also manages the San Antonio Housing Finance Corporation ("Finance Corporation"), which is primarily a conduit issuer of bonds for contractors of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used herein, "SAHA" shall include its affiliated entities.

As a part of our social mission and federal mandate, SAHA is committed to providing economic, training and educational opportunities to the low income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

SAHA is governed by a Board of Commissioners and managed on a day-to-day basis by its President and CEO. The SAHA Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO is then charged with implementing these actions.

II. Property Rehabilitation Opportunities:

At this time, The Housing Authority of the City of San Antonio and its affiliated entities (SAHA) invite proposals from qualified, experienced construction companies to provide for the repair and improvements of the Blanco Apartments located at 906 W. Huisache Barrera, San Antonio, TX 78201 as further described in Exhibit A. The property is geographically located Northwest of quadrant of the City of San Antonio. The properties consist of 100 units in a 3-story low-rise brick building. The building occupants have historically been seniors and disabled.

SAHA will consider proposals from responsible organizations or individuals currently engaged in the performance of property construction, rehabilitation and modernization services who have competency in performing comparable on-site property improvements for similar properties, acceptable financial resources and personnel staffing to perform the services requested. The structure is currently vacant.

DATE ISSUED	September 25, 2018
NON-MANDATORY PRE-SUBMITTAL MEETING & SITE VISIT	October 5, 2018 at 10:00 A.M. Blanco Apartments 906 W. Huisache San Antonio, TX 78201
LAST DATE FOR QUESTIONS	October 8, 2018
PROPOSAL DUE DATE	October 17, 2018 at 2:00 P.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	November/December 2018

III. Timeline:

SAHA reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via an emailed Addendum and by posting on SAHA's website and other websites.

IV. Objectives:

The services to be provided include all aspects of demolition, rehabilitation, and repair of the Blanco Apartments Basement Mechanicals consistent with the attached plans and specifications, including applicable regulatory compliance standards, codes, rules statutes, and reporting.

The goal of the repairs of this property is to enhance and improve the asset and to extend its usable life as a safe and desirable residential facility. Achievement of this goal will include, but not be limited to the:

- Repairs to structural concrete columns;
- Improvement of resident safety;
- Reduction of maintenance costs; and
- Improvement of under building drainage;

V. Desired Outcome:

- A. The successful Contractor will assume full responsibility for the property repairs and modifications at a date and time reflected in a Notice to Proceed issued by the SAHA Construction Services Department. SAHA estimates an approximate 100-calendar day construction period.
- VI. Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:
 - **A. Initial Evaluation-Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP)
 - **B. Evaluation-Responsibility:** SAHA shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the Respondent's level of responsibility. SAHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by SAHA. All proposals will be evaluated as to their overall value to SAHA.
 - C. Restrictions: All familial (including in-laws) and/or persons having relationships current) employment (past or with principals and/or employees of a Respondent will be excluded from participation on SAHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Respondents will be excluded from participation on SAHA's evaluation panel.
 - **D. Evaluation Criteria:** The evaluation panel will use the following criteria to evaluate each proposal:
 - 5 Excellent
 - 4 Above Average
 - 3 Average
 - 2 Below Average
 - 1 Poor
 - 0 Non Responsive

Continues on next page.

No.	Points	Weight	CRITERION DESCRIPTION
1	0-5	20%	Experience in Affordable, Mixed-Income and Multi-story Construction, Repairs and Modifications: Depth and breadth of Respondent's experience and qualifications beyond the Minimum Qualifications; Familiarity with repairs and modifications of existing multi-story buildings. Proven record of accomplishment in the Multi-story construction, repair and modifications. Record of accomplishment of work with other governmental entities, including housing authorities, HUD, Non Profits, and multifamily industry.
2	0-5	20%	Project Management: Respondent's proposed project approach and draft plan for this project. Use of technology in the plan to control risks and schedule slippage.
3	0-5	10%	Capacity/Financial Viability: Respondent's financial and staffing capacity to support a project of this size and scope. Current number of active projects which affect project manpower and schedules.
4	0-5	10%	Construction Plan : Clarity and sufficiency of proposed Plan; Capacity to execute to proposed plan and complete construction in a timely and on budget manner. Proposed plan schedule and timeline for completion. Number and type of sub-contractors utilized vs. self-performed work.
5	0-5	5%	Strength of the Contractor's Section Utilization 3 Plan
6	0-5	5%	Strength of the Contractor's S/W/MBE Utilization Plan
7	0-5	30%	Price proposal: Competitive fee structure offered that's within SAHA's expected costs and available funding.
		100%	Total Points for Criteria
		Points	HUD SECTION 3
1		5	Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.
а		5	Category I: As detailed in Attachment D
b		4	Category II: As detailed in Attachment D
С		3	Category III: As detailed in Attachment D
d		2	Category IV: As detailed in Attachment D

- **E. Competitive Range:** Once a competitive range is established from the proposals submitted, SAHA reserves the right to require Respondents within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.
- VII. Minimum Qualifications: Respondents must meet the following criteria:
 - A. Type of Organization: Firms or joint ventures of firms with a demonstrated record of expertise in one or more of the following:
 - Construction and completion of two or more projects within the past 10 years of a similar nature, size and scope as contemplated herein.
 - Completion of two or more projects in the past 10 years reflecting Respondent's experience in repairing and modifying affordable multifamily housing.
 - Continuous operation for three (3) or more years as a construction firm or 10 or more years' experience of principals collectively in the construction, rehabilitation and modernization of multi-family residential housing.
 - Valid Contractor's license to do business in the State of Texas.
 - Project Manager shall have a minimum of 10 years of project management experience in the repair and modification of low-rise construction projects.
 - Proven ability to adhere to project budgets and schedules.
 - Minimal litigation background over past five (5) years.

End Section A

Section B Instructions to Respondents

I. **Point of Contact**: The point of contact for purposes of obtaining the Request for Proposal and to submit responses is:

POINT OF CONTACT	Charles Bode, Assistant Director of Procurement San Antonio Housing Authority 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6703 E-mail: <u>charles_bode@saha.org</u>
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The Request for Proposals can be obtained by calling 210-477-6059 or online at

www.saha.org

http://nahro.economicengine.com

http://www.publicpurchase.com

All Addenda will be posted on SAHA's website www.saha.org, <u>http://nahro.economicengine.com</u> and <u>www.publicpurchase.com</u>. Any changes that are issued before the proposal submission deadline shall be binding upon all prospective Respondents.

Respondents shall address all communication and correspondences pertaining to this RFP process to only the Contact person identified above. Respondents must not inquire or communicate with any other SAHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, SAHA will not conduct any ex parte conversations which may give one prospective Respondent an advantage over other prospective Respondents.

II. Prohibitions: Contact with members of the SAHA Board of Commissioners, or SAHA officers and employees other than the contact person listed herein, by any prospective Respondent, after publication of the RFP and prior to the execution of a contract with the successful Respondent(s) could result in disqualification of your proposal. In fairness to all prospective Respondent(s) during the RFP process, if SAHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Respondent has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

III. Non-Mandatory Pre-Proposal Conference: A pre-proposal conference will be held at Blanco Apartments, located at 906 W. Huisache, San Antonio, Texas 78201 as indicated herein. The purpose of this conference is to assist Respondents in understanding the RFP documents and required submittal documents. At this conference, SAHA will conduct an overview of the RFP documents, including attachments. Any questions must be submitted in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.

IV. SAHA'S Reservation of Rights:

SAHA reserves the right, without liability, to:

- reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by SAHA to be in its best interests.
- award a contract pursuant to this RFP to one or more Respondents.
- terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent.
- determine the days, hours and locations in which the services are performed in this RFP.
- retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from SAHA.
- negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of SAHA successfully concluded within a reasonable timeframe as determined by SAHA, SAHA shall retain the right to end such negotiations.
- reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to rejection of incomplete proposals and/or proposals offering alternate or non-requested services and from Respondents deemed non- responsive and non-responsible.
- prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Respondent further agrees that he/she will inform SAHA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective Respondents, of any responsibility pertaining to such issue.
- award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued.
- to advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.
- cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or SAHA's requirements in good faith change after award of the contract.
- make an award to more than one Respondents based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO)

- establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.
- require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by SAHA.
- amend the terms of the contract any time prior to contract execution.
- contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.
- V. **Timely Submissions:** Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by SAHA. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by SAHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to SAHA or any official or employee thereof, for the preopening of, or the failure to open a proposal not properly addressed and identified.
- VI. **Pre-Qualification:** Respondents will not be required to pre-qualify to submit a proposal. However, all Respondents will be required to submit adequate information showing that the Respondents is qualified to perform the required work
- VII. Review of RFP Forms, Documents, Specifications and Drawings: It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- VIII. **Responses:** A total of one (1) original signed copy (marked "ORIGINAL") using the Proposal Form attached as Attachment F, and Four (4) exact copies, (marked copy) shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

{RFP # {Insert Number} {Insert Exact Title of RFP} {Insert Month, day, year, Time of Bid Opening} The San Antonio Housing Authority Procurement Department 818 S. Flores San Antonio, Texas 78204

The Respondents shall bind the proposal such that SAHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

- **IX.** Withdrawal of Proposals: A request for withdrawal of a proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. SAHA retains the right to accept or reject any and all bids to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.
- X. Mistake in Proposal Submitted: After a proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a bid due to a material mistake in the bid.
 - **A. Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at SAHA's discretion, be reason for rejection:
 - If the forms furnished by SAHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
 - If all requested completed attachments do not accompany the proposal submittal.
 - If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the Respondents submitting the same a competitive advantage over other Respondents.
 - If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- XI. Disqualification of Respondents: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Respondents and the rejection of his/her proposal:
 - Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with SAHA until such participant shall have been reinstated as a qualified bidder or Respondent. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
 - More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
 - Lack of competency, lack of experience and/or lack of adequate resources.
 - Unsatisfactory performance record as shown by past work for SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
 - Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.

- Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of award.
- Failure to demonstrate minimum qualification requirements of SAHA.
- Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by SAHA) who will be engaged by the successful Respondent(s) to participate in the Project.
- Failure of the successful Respondents to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.
- Any reason to be determined in good faith, to be in the best interests of SAHA.
- XII. Questions/Inquiries: A Respondent may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is requiring clarification. SAHA reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.
- XIII. Substitutions: Respondents must propose a Project that meets the requirements of the RFP documents. All verbal communications or instructions provided by any SAHA personnel shall only become official and binding when issued as an addendum by the SAHA Procurement Department.
- **XIV.** No Liability for Costs: SAHA assumes no liability or responsibility for the costs incurred by the Respondents for any materials, efforts or expenses required in the preparation of proposals or in connection with presentations or demonstrations prior to the issuance of a Contract.
- XV. Proposal Opening Results: Proposals are publicly opened and the results are generally a matter of public record. When SAHA has concluded all evaluations, has chosen a final top-rated Respondent/s, has completed the award and is ready to issue such results, SAHA shall notify the successful Respondent/s. All proposal documents submitted by the Respondents are generally a matter of public record unless such information is deemed to be proprietary.
- XVI. Award: Submissions will be evaluated on the criteria stated in Section A of this RFP. After evaluation of the responses, the Contract will be awarded to one or more the Respondent/s representing the "Best Value" to SAHA after preferences for Section 3 business concerns are considered. The Selected Contractor will then enter into a construction agreement with SAHA.
- XVII. Taxes. SAHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

- XVIII. Insurance: If a Respondent receives an award and unless otherwise waived in the Contract, the Selected Developer will be required to provide an original Certificate of Insurance confirming the minimum requirements found within Exhibit I to SAHA within 10 days of contract signature.
- **XIX. Exceptions**. SAHA will consider any exception to the RFP that the Respondent wishes to include but the failure of SAHA to include such exceptions does not give the successful Respondent the right to refuse to execute SAHA's contract form. It is the responsibility of each prospective Respondent to notify SAHA, in writing, in its Proposal of any exceptions to the RFP terms. SAHA will consider such clauses and determine whether or not to include in the Contract.

XX. <u>RIGHT TO PROTEST:</u>

- A. Rights: Any prospective or actual Respondents or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.
 - A.1 **Definition:** An alleged aggrieved "protestant" is a prospective Respondent or Respondents who feels that he/she has been treated inequitably by SAHA and wishes SAHA to correct the alleged inequitable condition or situation.
 - A.2 Eligibility: To be eligible to file a protest with SAHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Respondents (i.e. recipient of the RFP documents) when the alleged situation occurred. SAHA has no obligation to consider a protest filed by any party that does not meet these criteria.
 - A.3 **Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of SAHA's procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the following example:

APPEAL OF RFP NO. (insert exact number of RFP here) San Antonio Housing Authority Attn: Procurement Department 818 South Flores Street San Antonio, TX 78204

XXI. Bonding

- **A.** SAHA requires a Bid Bond for this bid in the amount of 5% of the Base Bid. Bid Bond shall be submitted with the Proposal Fee Sheet. Bid Bond must be submitted with proposal. Proposals without Bid Bond will be rejected.
- **B. Performance Bond:** The Contractor must provide SAHA a 100% Performance Bond for total contract value, however if the Contractor is unable to acquire the equitable bonding that is acceptable to SAHA within ten (10) days of signed contract, then the Contractor will be deemed in breach of contract.
- **C. Payment Bond:** The Contractor must provide SAHA a 100% Payment Bond for each Project Contract executed by SAHA, however if the Contractor is unable to acquire the equitable bonding that is acceptable to SAHA within ten (10) days of signed contract, then the Contractor will be deemed in breach of contract.
- XXII. <u>Escalation</u>: No escalations shall be considered, this will be a fixed fee contract.

End Section B

Section C Information To Be Submitted

The response to this RFP shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

- **C.1 Tab 1, References:** The Respondent shall submit 3 former or current clients/projects within the past 10 years, preferably other than SAHA, for whom the Respondent has performed construction services similar to those being proposed herein. The list shall, at a minimum, include for each reference:
 - C.1.1 The client's name and name of the contact
 - C.1.2 The client's current telephone number and address
 - C.1.3 Description of services provided to the client
 - C.1.4 Project and construction type
 - **C.1.5** Date of services

This information shall be submitted under the Tab 1 of the Proposal.

C.2 Tab 2, HUD Forms, Conflict of Interest Questionnaire and Form 1295: These Forms are attached hereto as Attachment B to this RFP document must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal. *<u>NOTE*</u> The successful Respondent shall be required to submit a Form 1295 to the Texas Ethics Commission in compliance with Government Code 2252.908 and a copy of the submission along with the Certification prior to execution of the contract with SAHA.

This information shall be submitted in the form of Tab 2 to the Proposal.

C.3 Tab 3, Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment C to this RFP document and Respondent is required to describe its form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company). This Form must be fully completed, executed and submitted under this tab as a part of the submittal by the Respondent. Also submit the Company Biography under this tab.

This information shall be included as Tab 3 of the Proposal.

- **C.4 Tab 4, Evaluation Factors:** The Respondent must submit under this tab a response that addresses each of the following evaluation factors. Small/Minority/Woman/Veteran Owned Business Enterprise and Section 3 utilization plans are covered in Tabs 6 and 7 below.
 - A. Experience: Respondent shall provide a narrative describing the firm's credentials to deliver the required services including the firm's license information, number of employees, type of client base, and location of offices. Include awards or honors earned from industry organizations and publications. Respondent shall list current projects that the firm is presently committed, or will be committed, with client name, dollar amount, the start and completion dates, and the services being provided (e.g., Construction Manager, General Contractor, etc.). Respondent shall list at least two projects of similar type, scope, and complexity that have been completed within the past 10 years or projects currently underway by your firm and describe the services provided. Respondent shall provide information on two or more projects in the past 10 years reflecting Respondent's experience in structural repairs, including confined space experience, to multi-story housing. Respondent shall state if it has worked with other governmental entities, including housing authorities, HUD, Non Profits, and multifamily industry.
 - **B. Project Management**: Respondent shall list the firm's management, supervisory, technical professional personnel, and consultants that will be assigned to the project and their time commitment in (a) the pre-construction phase and (b) the construction phase. Provide one-page résumés of key personnel with title/position, education, professional license or registration, general employment history, and experience with this type of project. Key personnel shall include at a minimum the project manager(s), superintendent(s), and pre-construction phase cost estimator. Provide relevant references names with contact information (email and phone number) for the project manager(s). Respondent shall provide a table identifying personnel named in this section that were assigned to projects listed in A and their job titles for that project.
 - **C. Capacity/Financial Viability:** Respondent shall provide a copy of the most recent audited annual and unaudited interim period financial statements. Respondent shall provide a short account of any legal conflict encountered with customers/clients dating to January 1, 2012 regarding contract disputes and non-performance. Respondent shall provide a letter from provider indicating bonding capacity and indicate currently available capacity
 - **D. Construction Plan:** Respondent shall provide a comprehensive plan indicating how Respondent's firm will deliver the pre-construction and construction services required by this RFP. Respondent shall include a project organizational chart designating the lines of authority and discuss the roles and decision-making authority of each person on Respondent's team and specific experience each has with pre-construction services, constructability issues, and value engineering. Respondent shall provide a detailed construction schedule for the project based upon projected Milestones and describe the method by which the Respondent intends to meet the schedule. Respondent shall describe the methods it intends to use for a) tracking and reporting construction scope, schedule, and accounting information including contingency amount reporting, b) quality control program for construction, c) safety program for construction, d) construction on Respondent's approach to maintaining a safe and secure work environment for workers and neighboring properties and indicate Respondent's approach to compliance with OSHA standards. Respondent shall provide its current safety EMR or equivalent rating.

E. Price Proposal: The Proposal (Attachment F) shall include the Respondent's not-to-exceed fee offer to perform all Services in the "Original" response only. The not-to-exceed fee offer shall include, without limitation, all of Respondent's costs, overhead, and profit for the complete performance of Services for the Project.

This information shall be included as Tab 4 of the Proposal.

C.5 Tab 5, Section 3 Business Preference: Any Respondent claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Respondent is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Respondents employees. Note: If you qualify as a Section 3 Business Concern, your proposal will receive a preference over other respondents as specified in Attachment D.

This information shall be included as Tab 5 of the Proposal.

C.6 Tab 6, Small/Minority/Woman/Disadvantaged/Veteran Business Enterprise Utilization Plan: The Respondents shall submit a plan that details how the Contractor did or will make a good faith effort to subcontract with S/W/MBE companies. <u>FAILURE TO</u> <u>PROVIDE THE SWMBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED</u> <u>AS NON-RESPONSIVE.</u>

This information shall be included as Tab 6 of the Proposal.

C.7 Tab 7, Section 3 Good Faith Effort Compliance Plan: Respondents are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent (30%) of new hires for Section 3 persons per contract. The subcontracting goal is ten percent (10%) for Section 3 Businesses for construction contracts and three percent (3%) for Section 3 Businesses for non-construction contracts. SAHA will provide a listing of qualified Section 3 Businesses upon request. FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.

This information shall be included as Tab 7 of the Proposal.

C.8 Tab 8, Proposal Checklist and Certification: Respondent shall certify that the Proposal documents are complete and included in the response and to the Certification contained in Attachment E.

This information shall be included as Tab 8 of the Proposal.

End Section C.

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS (210-477-6059)

Section D Terms and Conditions

These Terms and Conditions shall be considered required terms of any Contract between the Successful Respondent and SAHA. The Contractor must also be familiar with federal guidelines issued by HUD. These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements. The guidelines include, but are not limited to, Termination for Convenience, Default, Clean Air and Water standards, and compliance with Davis-Bacon wage rates.

I. <u>GENERAL RESPONSIBILITIES</u>:

- **A. Specifications.** The Contractor shall provide the Project in accordance with the Specifications which are included herein.
- **B. Regulatory/Licensing.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Contractor.
- **C. Timesheets.** Contractor shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment in the Project.
- **D. Unacceptable Employees:** If any employee of the Contractor is deemed unacceptable by SAHA, Contractor shall immediately replace such personnel with a substitute acceptable to SAHA.
- **E. Uniforms/Badges:** Contractor shall provide uniforms and/or ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties out of uniform and/or without an ID badge.
- **F. Criminal history/Drug testing.** Contractor shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.
- **G. Work on SAHA Property:** The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.

- **H. Wages.** Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.
- I. Independent Contractor: The Contractor shall be considered an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- II. <u>SECTION 3 REQUIREMENTS</u>. Contactor is required to prepare and submit monthly reports on Section 3. Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under the Project to the greatest extent feasible and shall document such efforts monthly. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.
- **III.** <u>SUBCONTRACTORS</u>. Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the SAHA. Also, any substitution of subcontractors must be approved in writing by SAHA prior to their engagement. All requirements for the "Prime" Contractor shall also apply to any and all subcontractors. It is the Contractors' responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to SAHA for the performance under the contract. The Contractor shall assure that its subcontractors comply with all applicable HUD regulations and SAHA requirements including but not limited to Section 3 requirements, insurance, Davis Bacon wage requirements and reporting, permitting, code compliance, and licensure.

IV. LIMITATION/INDEMNIFICATION/INSURANCE

- **A. Limitation of Liability:** In no event shall SAHA be liable to the successful Respondents for any indirect, incidental, consequential or exemplary damages.
- B. Indemnification. The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or any subcontractor. CONTRACTOR representative of the Contractor or ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.

For clarification purposes, Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

- **C. SAHA Actions.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of SAHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- **D. Insurance:** The Contractor shall maintain in full force and effect during the entire contract term insurance in the form and in amounts found in Exhibit I.
- V. LIQUIDATED DAMAGES: For each day that performance under the contract is delayed beyond the time specified for completion, the successful Respondents shall be liable for liquidated damages in the amount the daily subsidy (\$ds) times the number of apartments in the property (185) or (\$ds X 185). However, the timeframe for performance may be adjusted at SAHA's discretion in writing prior to default under the contract.
- VI. WARRANTY: The Respondent represents and warrants to the Customer that the Respondent will perform the Services with reasonable care and skill and in accordance with best commercial practices and standards in the industry for similar services.

VII. INVOICING:

A. Invoices. Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address. Contractor(s) must submit a separate invoice for each purchase order issued by SAHA unless prior approval is obtained from SAHA. To insure prompt and timely payment of invoices, and unless utilizing a progress payment schedule, invoices shall be sent electronically to the following address:

Accounts_Payable@saha.org

If the Contractor does not have the capability to send invoices electronically, they may be mailed to:

San Antonio Housing Authority Finance and Accounting P.O. Box 830428 San Antonio, TX 78283-0428

- **B. Progress Payments**. If applicable, SAHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. SAHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.
- **C. Direct Deposit.** Upon the Award of Contract, Contractor shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.
- **D. Timely Invoicing:** Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice.

VIII. Laws and Regulations

- A. General. SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable. Contractor shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- **B. Specific.** Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:
 - Executive Order 11246
 - Executive Order 11063
 - Copeland "Anti-Kickback" Act (18 USC 874)
 - Davis Bacon and Related Acts (40 USC 276a-276a-7)
 - Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
 - Contract Work Hours & Safety Standards Act (40 USC 327-330)
 - Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
 - Civil Rights Act of 1964, Title VI (PL 88-352)
 - Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
 - Age Discrimination Act of 1975
 - Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
 - HUD Information Bulletin 909-
 - Immigration Reform & Control Act of 1986
 - Fair Labor Standards Act (29 USC 201, et. Seq.

C. Incorporation. Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

IX. Termination.

- A. Early Termination. In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. The contract may be terminated under the following conditions:
 - a. Consent: By mutual consent of both parties, and
 - **b.** Termination For Cause: As detailed within the attached HUD Forms. SAHA may terminate any and all contracts for default at any time in whole or in part, if the Contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.
 - **c.** Failure to Fund. SAHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.
 - **d. Termination for Convenience**: In the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Contractor when it is determined to be in the best interest of SAHA.
- **B.** Action Upon Termination. Upon receipt of a notice of termination issued from SAHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by SAHA in the notice of termination.
- **C. Remedies Cumulative**. The rights and remedies of SAHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

D. Rights Upon Termination. In the event the contract is terminated for any reason, or upon its expiration, SAHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of the contract.

X. General Conditions

- A. Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- **B. Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- **C. Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and SAHA may pursue compensatory and/or liquidated damages under the contract.
- **D.** Examination and Retention of Contractor's Records: SAHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, 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 audits, examinations, excerpts and transcriptions.
- E. Right to data and Patent Rights: In addition to other ownership & use rights SAHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractors pursuant to the terms of the contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.
- **F.** Force Majeure: Neither SAHA nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

G. Proposed Fee:

- **G1. Base:** All fees are all-inclusive of all related costs that a Respondent will incur to provide the noted services in compliance with this RFP, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel unless otherwise specified in this RFP. Each fee proposed shall be fully "burdened" with profit and overhead costs.
- **G2.** Additional: In addition this fee must include all costs to recruit, hire, supervise, and monitor oversight staff of management agent, train personnel, establish and supervise all systems to keep property's books, records and accounts, management agent's overhead expenses to include and not limited to office space, supplies and equipment, bookkeeping expenses of management agent, bonds and insurance. In case of a discrepancy between a unit price and an extension, the unit price prevails.
- H. "Equal": Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.
- I. Notice to Proceed: Start work date will be determined by the SAHA Project Manager and Contractor's Manager. Contractor shall not begin work until a Notice to Proceed is received from SAHA signed by the Contracting Officer.
- J. Communications:
 - **J1.** Form: All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.
 - J2. Notice to Contractor: Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he / she may from time to time designate in writing to SAHA or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Contractor indicated on the signature page of the contract or such other address as may be subsequently specified in writing to SAHA.
 - **J3.** Notice to SAHA: All notification papers required to be delivered to SAHA or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to attn. Procurement, SAHA at 818 South Flores, San Antonio, Texas, 78204; and any notice to or demand upon SAHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to SAHA at the above address or to such other address as SAHA may subsequently specify in writing to the Contractor for such purpose.

- **J4. Receipt:** Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.
- **K. Time for Completion:** The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within <u>100 days</u> unless specified otherwise in contractor's response.
- L. Safety: Subject to prior approval by SAHA as to size, design, type and location, and to local regulations, the Contractor and his / her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.
- **M. Builders Risk:** Contractor is required to acquire Builder's Risk Insurance for any project or projects resulting from this solicitation. In any case SAHA will not be responsible for any loss to Contractor's tools, materials, supplies, the building or project or any other coverage normally covered under Builder's Risk Insurance. See HUD form 5370 attached.
- N. Storage: The Contractor and his/her subcontractors may maintain with approval by the SAHA Property & Project Managers various Storage Facilities on the site as may be necessary in the proper conduct of the work. These shall be located to cause no interference with any work to be performed on the site by the Contractor or others. The Contractor shall consult with SAHA regarding the location(s) of these facilities on each site.
- **O. Removal of Temporary Facilities:** Upon completion of the project, or as directed by SAHA, the Contractor shall remove all temporary structures and facilities they installed from the site and leave the premises in equal or better condition than it was at turnover.

P. Final Inspection:

- **P.1 Notice:** The Contractor shall provide prompt written notification to SAHA when all work is completed. A final project inspection shall be made when all work is completed. Until the final inspection has been made and project accepted by SAHA, SAHA shall not advance any of the retainage or make the final payment to the Contractor without the approval and concurrence of the Contracting Officer.
- **P.2** Inspection Date: Upon receipt of the Contractor's notification of the date when the work has been completed, SAHA shall conduct a final Inspection within 2 calendar days.
- **P.3 Inspection Participants:** The final inspection shall be conducted by a SAHA representative/s, any System Manufacturer's Representative/s, and the Contractor's representative/s at a minimum.

- **P.4 Inspection Conference:** The inspection team shall meet after completing the final inspection to determine whether the work has been completed in accordance with these specifications and produce a Punch List Schedule which describes any minor items of incomplete or unsatisfactory work and document if there are any major deficiencies which must be corrected by the Contractor and additional inspections scheduled prior to contract settlement.
- **Q. Settlement Documents:** The settlement document shall state that the work was completed in accordance with the construction documents, including change orders except any minor items identified on SAHA's proposed certificate of completion, the total amount due the Contractor and a separately stated amount for each unsettled claim against SAHA. It shall also state that SAHA is released of all liens and all claims except those expressly stated in the Contractor's release and that wages paid to laborers or mechanics were consistent with the wage rate requirements of the contract and there are no outstanding claims for unpaid wages, materials, or supplies.
- **R. Wage Rate:** The Davis Bacon and Related Acts wage and reporting requirements apply to this project.

End Section D.

EXHIBIT A Hazardous Materials Surveys

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS (210-477-6059)



June 16, 2015

Mr. Michael Lopez San Antonio Housing Authority 818 S. Flores San Antonio, Texas 78204

Tel: 210-477-6407 Cell: 210-819-9361 Email: michael_lopez@saha.org

Re: Water Sampling Report Blanco Apartments 906 West Huisache, San Antonio, Bexar County, Texas 78201 Terracon Project No. 90157228

Dear Mr. Lopez:

The following information summarizes the results of the Water Sampling at the abovereferenced site. The site is a high rise residential facility constructed with a basement level mechanical room equipped with a crawl space beneath the mechanical room. Stormwater or other water has accumulated in the crawl space and concerns exist regarding the water quality, water disposal options and crawl space worker safety.

The scope of work was developed based on the results of discussions of the site conditions with Mr. Michael Lopez of the San Antonio Housing Authority (SAHA) and review of a request from Nelson Forensics regarding the sampling.

1. Water Sampling

Robert Kelly, a Terracon Field Geologist collected one water sample on May 27, 2015 from the accumulated water in the crawl space using a disposable bailer. After collection, the water sample was placed in laboratory-supplied containers and stored in a cooler chilled with ice. The samples were transported to three separate laboratories for specific analyses along with completed chain-of-custody forms. The laboratories included Pollution Control Services, Environmental Science Corporation, and EMSL.

The samples were analyzed for the parameters listed in Table 1. The analytical results indicated that the total petroleum hydrocarbons (TPH), cadmium, chromium, lead, mercury, selenium, silver, VOCs, and Legionella concentrations were less than the laboratory method detection limits. Some coliform bacteria, arsenic, barium, nitrates and phosphates were





detected in the water sample. The arsenic, barium, nitrates and phosphate concentrations were less than the TCEQ Action Levels. The results of the sampling are summarized in the following table.

Sample Number	тРН (ТХ1005)	E. Coli (IDEXX Quanti-Tray)	Total Coliform	VOCs (EPA 8260B)	Arsenic (EPA 6010B)	Barium (EPA 6010B)	pH (EPA 9040)	Legionella (CDC Culture Method)	Nitrate-Nitrite (SM 353.2)	Phosphates (SM 365.4)
BC-1	<mdl< td=""><td>222</td><td>1553</td><td><mdl< td=""><td>0.00091</td><td>0.258</td><td>7.4</td><td><mdl< td=""><td>0.175</td><td>0.065</td></mdl<></td></mdl<></td></mdl<>	222	1553	<mdl< td=""><td>0.00091</td><td>0.258</td><td>7.4</td><td><mdl< td=""><td>0.175</td><td>0.065</td></mdl<></td></mdl<>	0.00091	0.258	7.4	<mdl< td=""><td>0.175</td><td>0.065</td></mdl<>	0.175	0.065
TCEQ					0.01					
Action Level	0.98	ne	ne	various	0.01	2	ne	ne	1	ne

TPH - total petroleum hydrocarbons

VOCs - volatile organic compounds

<MDL – less than the method detection limits

ne – not established

Although some constituents were detected in the water sample, the concentrations were low enough that the water would be acceptable for disposal in the sanitary sewer system; however, authorization by the San Antonio Water System would be needed in advance.

2. Reliance

This report was prepared for the exclusive use and reliance of SAHA. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

Terracon may grant reliance on the water sampling report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the water sampling by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt any agreed upon fee per relying party.

Reliance on the water sampling report by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and water sampling Report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.



We appreciate the opportunity to have worked with you on this project. If you have questions or comments regarding this matter, please contact either of the undersigned.

Sincerely,

Terracon Consultants, Inc.

Kevin Bryant, P.G.

Technical Review

James (Jim) R. Majør, P.G.

Investigation/Remediation Group Manager

Attachments: Laboratory Reports

POLLUTION CONTROL SERVICES



Report of Sample Analysis

Client Information	nine a lever t	Sampl	e Infor	mation	Laboratory Information		
Jim Majors Terracon Consulting Engineers, Inc. (SA) 6911 Blanco Road San Antonio, TX 78216		ect Name: #9 pple ID: BC-1 rix: Non-Pota e/Time Taken:	ble W		Report Date:	eceived: 05/27/2015 15:22	
Test Description	Result	Units	RL	Analysis Date/Time	Analyst	Method	
E. coli. (Enumeration-MPN) 18 Total Coliform (Enumeration) 18	222 1,553	CFU/100ml CFU/100ml		05/27/2015 15:45 05/27/2015 15:45	AEC AEC	IDEXX Quanti-Tray IDEXX Quanti-Tray	

<u>Quality Statement:</u> All supporting quality control data adhered to data quality objectives and test results meet the requirements of NELAC unless otherwise noted as flagged exceptions or in a case narrative attachment. Reports with full quality data deliverables are available on request. TCEQ Certificate No. T104704361-08-TX

			ults relate only to the sample tested. on an "As Is" basis unless designated a nits	s "Dry Wt."
Web Site: www.pcslab.net e-mail: chuck@pcslab.net	Toll Free 800-880-4616	1532 Universal City B Universal City, TX '	210-340-0343	FAX # 210-658-7903

POLLUTION **C**ONTROL **S**ERVICES

h

			Laboratory Number
Bacteriolog	gical Analysis Reque	st Form	3 9 6 3 8 2
Client Name:	Mckiniey		
Project Name/Nun	nber: SAWS BCD-9		D7
	Water: Surface Well_\ tewater: Mun Ind Sludge	e Soil Ot	her
Point of Collection	: well head	Chlorinated?	Yes No
Collected by:	J.G. Date	e: <u>5.26-15</u>	Time: <u>1400</u>
Send Report to:	Address on File	or	
	(Name / Company)		
	(Address)	ТХ	
	(City	State	Zip)
	(Telephone Number)	(Fax Number i faxed before i	
Millipor	e Filter-Fecal Coliform	<u>PC</u>	<u>S Use Only</u>
Millipor	e Filter-Fecal Streptococci	Client Notification	if Sample Failed
V Total Co	liform – Present/Absent		:d:
		Comment(s)	
Relinquished by: Received by:	Jui Das	5[te and Time Received
	1-800-880-4616	(210) 340-0343	

1-800-880-4616 (210) 340-0343 1532 Universal City Blvd, Suite 100 Universal City, TX 78148-3318 Q:\COC\BACTERIOLOGICAL_FullPageCOC.doc

Pollution Control Services Sample Log-In Checklist
PCS Sample No(s) 396382 COC No. 396382
Client/Company Name: Mc Kinley Checklist Completed by: 647
Sample Delivery to Lab Via: Client Drop Off Commercial Carrier: Bus UPS Lone Star FedEx PCS Field Services: Collection/Pick Up Other:
Sample Kit/Coolers Sample Kit/Cooler? Yes No Sample Kit/Cooler: Intact? Yes No Custody Seals on Sample Kit/Cooler: Not Present If Present, Intact Broken Sample Containers Intact; Unbroken and Not Leaking? Yes No Custody Seals on Sample Bottles: Not Present If Present, Intact Broken COC Present with Shipment or Delivery or Completed at Drop Off? Yes No Has COC sample date/time and other pertinent information been provided by client/sampler? Yes: No: Has COC been properly Signed when Received/Relinquished? Yes No Does COC agree with Sample Bottle Information, Bottle Types, Preservation, etc.? Yes No All Samples Received before Hold Time Expiration? Yes No Zero Headspace in VOA Vial if Present? Yes No Sample Breaservation
Sample Preservation * Cooling: Not Required or Required If Required, record temperature of submitted samples 6 Is Ice Present in Sample Kit/Cooler? Yes No Samples received same day as collected? Yes No
Acid Preserved Sample - If present, is pH <2?
Adjusted by Tech/Analyst: Date : Time:
Client Notification/ Documentation for "No" Responses Above/ Discrepancies/ RevisionComments Person Notified: Contacted by: Notified Date: Time: Method of Contact: At Drop Off: Phone Left Voice Mail Unable to Contact Authorized Laboratory to Proceed :
Revision Comments

* Samples submitted for Metals Analysis (except Hex Cr) or Drinking Water for Coliform Bacteria Only are not required to be iced. Samples collected prior day to receipt at the laboratory must meet method specific thermal cooling requirements, "or will be flagged accordingly". Samples delivered the same day as collected may not meet thermal criteria, but shall be considered acceptable if evidence that the chilling process has begun, such as arrival on ice (EPA 815-F-08-006, June 2008). ** Water samples for metals analysis that are not acid preserved prior to shipment may be acceptably preserved by the laboratory on receipt – however, the sample digestion procedure must be delayed for at least 24 hours after preservation by the laboratory.



EMSL Analytical, Inc.

8700 Jameel Road, Suite 190 Houston, TX 77040 Tel/Fax: (713) 686-3635 / (713) 686-3645 http://www.EMSL.com / houstonlab@emsl.com Order ID: 151504042 Customer ID: DRASH50 Customer PO: Project ID:

Attn:	Jim Major	Telephone:	(210) 641-2112
	Terracon Consultants, Inc.	Fax:	(210) 641-2124
	6911 Blanco Road	Received Date:	05/28/2015
	San Antonio, TX 78216	Processed Date:	05/28/2015
		Analyzed Date:	06/08/2015
Project:	Blanco Apt 90157228	-	

Level 1 *Legionella* Detection - Presumptive ID by CDC Culture Method (EMSL Method M210)

Lab Sample ID	Client Sample ID / Sample Location	Volume Submitted (mL)	Volume Processed (mL)	Method Processed	Identification*	Final Result (CFU/mL)
151504042-0001	BC-1	NA	2	Acid Treated	None Detected	ND
	Basement					

relanie Rech

Melanie Rech, Lab Manager or Other Approved Signatory

*Legionella results are presumptive and have not been confirmed by direct fluorescent antibody stains. Contact the laboratory if you wish a higher level analysis that includes the confirmation.

† *Legionella* bacteria are present but are below the reporting limit of 1 CFU/mL. ND = None Detected. Volumes processed may be lower than volumes submitted if sample is turbid, high non-*Legionella* bacterial counts are found during primary isolation, or suspected of containing high non-*Legionella* counts such as from a swab, bulk or non-potable water source. Samples high in non-*Legionella* bacteria may obscure the detection of *Legionella*.

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Houston, TX AIHA-LAP, LLC--EMLAP Accredited #102575, CDC Elite certified



ANALYTICAL REPORT



Terracon - San Antonio, TX

Sample Delivery Group: Samples Received: Project Number: L767702 05/28/2015 90157228 Blanco Apt 90157228

Report To:

Description:

Jim Major 6911 Blanco Road San Antonio, TX 78216

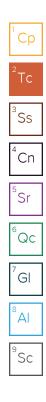
Entire Report Reviewed By:

Mark W. Beasley Technical Service Representative

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by ESC is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.

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*

SAMPLE SUMMARY

ONE LAB. NATIONWIDE.

BC-1 L767702-01 GW			Collected by Rob Kelley	Collected date/time 05/27/15 14:40	Received date/time 05/28/15 09:00	¹ C
Method	Batch	Dilution	Preparation	Analysis	Analysis Analyst	
			date/time	date/time		² T
Mercury by Method 7470A	WG792087	1	05/29/15 11:39	05/29/15 18:10	MPT	- Ľ
Metals (ICP) by Method 6010B	WG792394	1	05/30/15 11:14	06/02/15 06:25	CCE	3_
Metals (ICPMS) by Method 6020	WG792180	1	06/01/15 15:05	06/03/15 17:39	VSS	S
Semi-Volatile Organic Compounds (GC) by Method TX 1005	WG792065	1	05/29/15 09:31	05/29/15 16:27	CLG	
Volatile Organic Compounds (GC/MS) by Method 8260B	WG792145	1	06/05/15 18:30	06/05/15 18:30	MCB	4
Wet Chemistry by Method 353.2	WG792831	1	06/08/15 09:33	06/08/15 09:33	ASK	Ľ
Wet Chemistry by Method 365.4	WG793087	1	06/03/15 13:28	06/04/15 10:03	ASK	5
Wet Chemistry by Method 9040C	WG792356	1	05/30/15 11:56	05/30/15 11:56	JER	ĨS

ķ

CASE NARRATIVE

All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Mark W. Beasley Technical Service Representative

Sample Handling and Receiving

{method} {batch} {samples}: Prepared and/or analyzed past recommended holding time. Concentrations should be considered minimum values.

ESC Sample ID L767702-01

Project Sample ID BC-1

Method 9040C

BC-1 Collected date/time: 05/27/15 14:40

SAMPLE RESULTS - 01 L767702

ONE LAB. NATIONWIDE.

GI

A

Wet Chemistry by Method 353.2

	Result	Qualifier	SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch
Analyte	mg/l		mg/l	mg/l	mg/l		date / time	
Nitrate-Nitrite	0.175		0.0200	0.100	0.100	1	06/08/2015 09:33	WG792831
Wet Chemistry by	Method 365.4							
Wet Chemistry by	Method 365.4 Result	Qualifier	SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch
Wet Chemistry by			SDL mg/l	Unadj. MQL mg/l	MQL mg/l	Dilution	Analysis date / time	Batch

Wet Chemistry by Method 365.4

	Result	Qualifier	SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch	Ľ
Analyte	mg/l		mg/l	mg/l	mg/l		date / time		4
Phosphorus, Total	0.0650	<u>J J6</u>	0.0350	0.100	0.100	1	06/04/2015 10:03	<u>WG793087</u>	

Wet Chemistry by Method 9040C

Wet Chemistry by Metho	od 9040C					⁵Sr
	Result	Qualifier	Dilution	Analysis	Batch	
Analyte	SU			date / time		⁶ Qc
рН	7.40		1	05/30/2015 11:56	<u>WG792356</u>	ac

Sample Narrative:

9040C L767702-01 WG792356: 7.4 at 21.4c

Mercury by Method 7470A

	Result	Qualifier	SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch	⁹ Sc
Analyte	mg/l		mg/l	mg/l	mg/l		date / time		00
Mercury	U		0.0000490	0.000200	0.000200	1	05/29/2015 18:10	WG792087	

Metals (ICP) by Method 6010B

	Result	Qualifier	SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch
Analyte	mg/l		mg/l	mg/l	mg/l		date / time	
Barium	0.258		0.00170	0.00500	0.00500	1	06/02/2015 06:25	WG792394
Cadmium	U		0.000700	0.00500	0.00500	1	06/02/2015 06:25	WG792394
Chromium	U		0.00140	0.0100	0.0100	1	06/02/2015 06:25	WG792394
Lead	U		0.00190	0.00500	0.00500	1	06/02/2015 06:25	WG792394
Selenium	U		0.00740	0.0200	0.0200	1	06/02/2015 06:25	WG792394
Silver	U		0.00280	0.0100	0.0100	1	06/02/2015 06:25	WG792394

Metals (ICPMS) by Method 6020

	Result	Qualifier	SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch
Analyte	mg/l		mg/l	mg/l	mg/l		date / time	
Arsenic	0.000910	J	0.000250	0.00200	0.00200	1	06/03/2015 17:39	WG792180

Volatile Organic Compounds (GC/MS) by Method 8260B

		SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch
mg/l		mg/l	mg/l	mg/l		date / time	
U		0.0100	1.00	1.00	1	06/05/2015 18:30	WG792145
U		0.00890	0.0500	0.0500	1	06/05/2015 18:30	WG792145
U		0.00190	0.0100	0.0100	1	06/05/2015 18:30	WG792145
U		0.000330	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000350	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000380	0.00125	0.00125	1	06/05/2015 18:30	WG792145
U		0.000470	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000870	0.00500	0.00500	1	06/05/2015 18:30	WG792145
U		0.000360	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000360	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000400	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000380	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000350	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000330	0.00100	0.00100	1	06/05/2015 18:30	WG792145
U		0.000450	0.00500	0.00500	1	06/05/2015 18:30	WG792145
	U U U U U U U U U U U U U U U U U U U	U U U U U U U U U U U U U U U U U U U	U 0.0100 U 0.00890 U 0.00190 U 0.000330 U 0.000350 U 0.000350 U 0.000380 U 0.000370 U 0.000870 U 0.000360 U 0.000360 U 0.000360 U 0.000380 U 0.000360 U 0.000380 U 0.000380 U 0.000380 U 0.000380 U 0.000380 U 0.000380 U 0.000350	U 0.0100 1.00 U 0.00890 0.0500 U 0.00190 0.0100 U 0.000330 0.00100 U 0.000350 0.00100 U 0.000350 0.00100 U 0.000350 0.00100 U 0.000370 0.00100 U 0.000870 0.00500 U 0.000360 0.00100 U 0.000360 0.00100 U 0.000380 0.00100	U 0.0100 1.00 1.00 U 0.0100 1.00 1.00 U 0.00890 0.0500 0.0500 U 0.00190 0.0100 0.0100 U 0.000330 0.00100 0.00100 U 0.000350 0.00100 0.00100 U 0.000350 0.00100 0.00100 U 0.000380 0.00125 0.00125 U 0.000870 0.00500 0.00500 U 0.000360 0.00100 0.00100 U 0.000380 0.00100 0.00100 U 0.000380 0.00100 0.00100 U 0.000380 0.00100 0.00100 U 0.000380 0.00100 0.00100	U 0.0100 1.00 1.00 1 U 0.0100 1.00 1.00 1 U 0.00890 0.0500 0.0500 1 U 0.00190 0.0100 0.0100 1 U 0.000330 0.00100 0.00100 1 U 0.000350 0.00100 0.00100 1 U 0.000350 0.00100 0.00100 1 U 0.000380 0.00125 0.00125 1 U 0.000370 0.00100 0.00100 1 U 0.000360 0.00100 0.00500 1 U 0.000360 0.00100 0.00100 1 U 0.000360 0.00100 0.00100 1 U 0.000380 0.00100 0.00100 1 U 0.000380 0.00100 0.00100 1 U 0.000380 0.00100 0.00100 1 U 0.000330 0.001	U 0.0100 1.00 1.00 1 06/05/2015 18:30 U 0.00890 0.0500 0.0500 1 06/05/2015 18:30 U 0.00190 0.0100 0.0100 1 06/05/2015 18:30 U 0.00190 0.0100 0.0100 1 06/05/2015 18:30 U 0.000330 0.00100 0.0100 1 06/05/2015 18:30 U 0.000350 0.00100 0.00100 1 06/05/2015 18:30 U 0.000380 0.00125 0.00125 1 06/05/2015 18:30 U 0.000470 0.00100 0.00100 1 06/05/2015 18:30 U 0.000870 0.00500 0.00500 1 06/05/2015 18:30 U 0.000360 0.00100 0.00100 1 06/05/2015 18:30 U 0.000360 0.00100 0.00100 1 06/05/2015 18:30 U 0.000360 0.00100 0.00100 1 06/05/2015 18:30 U 0.000380

SAMPLE RESULTS - 01 L767702

Volatile Organic Compounds (GC/MS) by Method 8260B

	Result	Qualifier	SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch	Cp
Analyte	mg/l		mg/l	mg/l	mg/l		date / time		
2-Chloroethyl vinyl ether	U		0.00300	0.0500	0.0500	1	06/05/2015 18:30	WG792145	² Tc
Chloroform	U		0.000320	0.00500	0.00500	1	06/05/2015 18:30	WG792145	
Chloromethane	U		0.000280	0.00250	0.00250	1	06/05/2015 18:30	WG792145	3
2-Chlorotoluene	U		0.000380	0.00100	0.00100	1	06/05/2015 18:30	WG792145	ິSs
4-Chlorotoluene	U		0.000350	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,2-Dibromo-3-Chloropropane	U		0.00130	0.00500	0.00500	1	06/05/2015 18:30	WG792145	⁴ Cr
1,2-Dibromoethane	U		0.000380	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Dibromomethane	U		0.000350	0.00100	0.00100	1	06/05/2015 18:30	WG792145	5
1,2-Dichlorobenzene	U		0.000350	0.00100	0.00100	1	06/05/2015 18:30	WG792145	ິSr
1,3-Dichlorobenzene	U		0.000220	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,4-Dichlorobenzene	U		0.000270	0.00100	0.00100	1	06/05/2015 18:30	WG792145	⁶ Qo
Dichlorodifluoromethane	U		0.000550	0.00500	0.00500	1	06/05/2015 18:30	WG792145	
1,1-Dichloroethane	U		0.000260	0.00100	0.00100	1	06/05/2015 18:30	WG792145	7
1,2-Dichloroethane	U		0.000360	0.00100	0.00100	1	06/05/2015 18:30	WG792145	Í GI
1,1-Dichloroethene	U		0.000400	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
cis-1.2-Dichloroethene	U		0.000260	0.00100	0.00100	1	06/05/2015 18:30	WG792145	8
trans-1,2-Dichloroethene	U		0.000400	0.00100	0.00100	1	06/05/2015 18:30	WG792145	A
1,2-Dichloropropane	U		0.000310	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,1-Dichloropropene	U		0.000350	0.00100	0.00100	1	06/05/2015 18:30	WG792145	Sc
1,3-Dichloropropane	U		0.000370	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
cis-1,3-Dichloropropene	U		0.000420	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
trans-1,3-Dichloropropene	U		0.000420	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
2,2-Dichloropropane	U		0.000420	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Di-isopropyl ether	U		0.000320	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Ethylbenzene	U		0.000320	0.00100	0.00100	1	06/05/2015 18:30		
•								WG792145	
Hexachloro-1,3-butadiene	U		0.000260	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Isopropylbenzene	U		0.000330	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
p-Isopropyltoluene	U		0.000350	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
2-Butanone (MEK)	U		0.00390	0.0100	0.0100	1	06/05/2015 18:30	WG792145	
Methylene Chloride	U		0.00100	0.00500	0.00500	1	06/05/2015 18:30	WG792145	
4-Methyl-2-pentanone (MIBK)	U		0.00210	0.0100	0.0100	1	06/05/2015 18:30	WG792145	
Methyl tert-butyl ether	U		0.000370	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Naphthalene	U		0.00100	0.00500	0.00500	1	06/05/2015 18:30	WG792145	
n-Propylbenzene	U		0.000350	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Styrene	U		0.000310	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,1,1,2-Tetrachloroethane	U		0.000380	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,1,2,2-Tetrachloroethane	U		0.000130	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,1,2-Trichlorotrifluoroethane	U		0.000300	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Tetrachloroethene	U		0.000370	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Toluene	U		0.000780	0.00500	0.00500	1	06/05/2015 18:30	WG792145	
1,2,3-Trichlorobenzene	U		0.000230	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,2,4-Trichlorobenzene	U		0.000360	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,1,1-Trichloroethane	U		0.000319	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,1,2-Trichloroethane	U		0.000380	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Trichloroethene	U		0.000400	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Trichlorofluoromethane	U		0.00120	0.00500	0.00500	1	06/05/2015 18:30	WG792145	
1,2,3-Trichloropropane	U		0.000810	0.00250	0.00250	1	06/05/2015 18:30	WG792145	
1,2,4-Trimethylbenzene	U		0.000370	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,2,3-Trimethylbenzene	U		0.000320	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
1,3,5-Trimethylbenzene	U		0.000390	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Vinyl chloride	U		0.000260	0.00100	0.00100	1	06/05/2015 18:30	WG792145	
Xylenes, Total	U		0.00110	0.00300	0.00300	1	06/05/2015 18:30	WG792145	
(S) Toluene-d8	107				90.0-115		06/05/2015 18:30	WG792145	
(S) Dibromofluoromethane	105				79.0-121		06/05/2015 18:30	WG792145	
(S) 4-Bromofluorobenzene	102				80.1-120		06/05/2015 18:30	WG792145	

ACCOUNT: Terracon - San Antonio, TX PROJECT: 90157228

SDG: L767702

DATE/TIME: 06/08/15 13:45 PAGE: 6 of 21

SAMPLE RESULTS - 01

*

Semi-Volatile Organic Compounds (GC) by Method TX 1005

-									1
	Result	Qualifier	SDL	Unadj. MQL	MQL	Dilution	Analysis	Batch	Ср
Analyte	mg/l		mg/l	mg/l	mg/l		date / time		
TPH C6 - C12	U		0.600	0.900	0.900	1	05/29/2015 16:27	WG792065	
TPH C12 - C28	U		0.600	0.900	0.900	1	05/29/2015 16:27	WG792065	1C
TPH C28 - C35	U		0.600	0.900	0.900	1	05/29/2015 16:27	WG792065	3
TPH C6 - C35	U		0.600	0.900	0.900	1	05/29/2015 16:27	WG792065	Ss
(S) o-Terphenyl	121				70.0-130		05/29/2015 16:27	WG792065	

4	Cn
5	Sr
6	Qc
_	
7	GI
8	AI
9	Sc

ACCOUNT:
Terracon - San Antonio, TX

Wet Chemistry by Method 353.2

QUALITY CONTROL SUMMARY L767702-01

Тс

Ss

Cn

Sr

Qc

°Sc

Method Blank (MB)

(MB) 06/08/15 09:23				
	MB Result ME	B Qualifier	MB MDL	MB RDL
Analyte	mg/l		mg/l	mg/l
Nitrate-Nitrite	U		0.0197	0.100

L767827-01 Original Sample (OS) • Duplicate (DUP)

(OS) 06/08/15 09:42 • (DUP) 06/08	3/15 09:43						
	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits	
Analyte	mg/l	mg/l		%		%	
Nitrate-Nitrite	ND	ND	1	0.00		20	

L767880-01 Original Sample (OS) • Duplicate (DUP)

L767880-01 Original Sar	nple (OS) •	Duplicate	(DUP)				7
(OS) 06/08/15 09:55 • (DUP) 06/0	8/15 09:57						GI
	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits	
Analyte	mg/l	mg/l		%		%	⁸ Al
Nitrate-Nitrite	ND	ND	1	0.00		20	

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 06/08/15 09:27 • (LCSD) 06	(LCS) 06/08/15 09:27 • (LCSD) 06/08/15 09:28												
	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits			
Analyte	mg/l	mg/l	mg/l	%	%	%			%	%			
Nitrate-Nitrite	5.00	4.98	5.04	99.6	101	90.0-110			1.20	20			

L767756-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) 06/08/15 09:36 • (MS) 06/0	(OS) 06/08/15 09:36 • (MS) 06/08/15 09:37 • (MSD) 06/08/15 09:39												
	Spike Amou	nt Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits	
Analyte	mg/l	mg/l	mg/l	mg/l	%	%		%			%	%	
Nitrate-Nitrite	5.00	0.00650	5.01	5.02	100	100	1	90.0-110			0.199	20	

ACCOUNT:								
Terracon - San Antonio, TX								

PROJECT: 90157228

SDG: L767702

DATE/TIME: 06/08/15 13:45

PAGE: 8 of 21

Wet Chemistry by Method 365.4

QUALITY CONTROL SUMMARY

Тс

Ss

Cn

Sr

Qc

GI

Â

Sc

Method Blank (MB)

(MB) 06/04/15 09:44			
	MB Result MB	Qualifier MB MDL	MB RDL
Analyte	mg/l	mg/l	mg/l
Phosphorus,Total	0.0460	0.0350	0.100

L767686-01 Original Sample (OS) • Duplicate (DUP)

(OS) 06/04/15 10:01 • (DUP) 06	/04/15 10:02					
	Original Resu	It DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
Analyte	mg/l	mg/l		%		%
Phosphorus,Total	0.86	0.78	1	9.8		20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 06/04/15 09:47 • (LCSD) 06/04/15 09:48												
	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits		
Analyte	mg/l	mg/l	mg/l	%	%	%			%	%		
Phosphorus,Total	1.00	0.933	0.948	93.3	94.8	90.0-110			1.59	20		

L767702-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) 06/04/15 10:03 • (MS) 06/04	(OS) 06/04/15 10:03 • (MS) 06/04/15 10:04 • (MSD) 06/04/15 10:06												
	Spike Amount Original Result		MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits	
Analyte	mg/l	mg/l	mg/l	mg/l	%	%		%			%	%	
Phosphorus,Total	2.50	0.0650	2.27	2.33	88.2	90.6	1	90.0-110	<u>J6</u>		2.61	20	

DATE/TIME: 06/08/15 13:45

WG792356 Wet Chemistry by Method 9040C

QUALITY CONTROL SUMMARY

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L767558-02 Original Sample (OS) • Duplicate (DUP)

(OS) 05/30/15 11:56 • (DUP) 05/30/15 11:56

	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
Analyte	SU	SU		%		%
рН	7.1	7.1	1	0.14		1

L767964-02 Original Sample (OS) • Duplicate (DUP)

(OS) 05/30/15 11:56 • (DUP) 05/3	0/15 11:56					
	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
Analyte	SU	SU		%		%
рН	9.9	9.9	1	0.00		1

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 05/30/15 11:56 • (LCSD) 05/3	(LCS) 05/30/15 11:56 • (LCSD) 05/30/15 11:56													
	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits				
Analyte	SU	SU	SU	%	%	%			%	%				
РН	7.84	7.76	7.75	99.0	98.9	98.3-102			0.129	20				

Mercury by Method 7470A

QUALITY CONTROL SUMMARY

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Method Blank (MB)

(MB) 05/29/15 17:14				
	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	mg/l		mg/l	mg/l
Mercury	U		0.000049	0.000200

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 05/29/15 17:17 • (LCSD) 05/29/15 17:20											
	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits	
Analyte	mg/l	mg/l	mg/l	%	%	%			%	%	
Mercury	0.00300	0.00318	0.00323	106	108	80-120			1	20	

L767565-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) 05/29/15 17:23 • (MS) 05/29	(OS) 05/29/15 17:23 • (MS) 05/29/15 17:26 • (MSD) 05/29/15 17:29												
	Spike Amou	nt Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits	
Analyte	mg/l	mg/l	mg/l	mg/l	%	%		%			%	%	
Mercury	0.00300	ND	0.00297	0.00317	99	106	1	75-125			6	20	

SDG: L767702 DATE/TIME: 06/08/15 13:45

Metals (ICP) by Method 6010B

QUALITY CONTROL SUMMARY

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Method Blank (MB)

(MB) 06/02/15 05:28	(MB)	06/02/15	05:28
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	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	mg/l		mg/l	mg/l
Barium	U		0.0017	0.00500
Cadmium	U		0.0007	0.00500
Chromium	U		0.0014	0.0100
Lead	0.00204		0.0019	0.00500
Selenium	U		0.0074	0.0200
Silver	U		0.0028	0.0100

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 06/02/15 07:55 • (LCSD) 06	5/02/15 08:00									
	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Analyte	mg/l	mg/l	mg/l	%	%	%			%	%
Barium	1.00	1.17	1.16	117	116	80-120			1	20
Cadmium	1.00	1.14	1.13	114	113	80-120			1	20
Chromium	1.00	1.18	1.18	118	118	80-120			0	20
Lead	1.00	1.14	1.14	114	114	80-120			1	20
Selenium	1.00	1.15	1.15	115	115	80-120			0	20
Silver	1.00	1.12	1.12	112	112	80-120			0	20

L767651-04 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) 06/02/15 05:43 • (MS) 06/02/15 06:00 • (MSD) 06/02/15 06:04 MSD Result MSD Rec. Spike Amount Original Result MS Result MS Rec. Dilution Rec. Limits MS Qualifier MSD Qualifier RPD Analyte mg/l % % % % mg/l mg/l mg/l 0.220 75-125 2 Barium 1.00 1.34 1.37 112 115 1 ND 1.10 1.12 110 112 75-125 2 Cadmium 1.00 1 75-125 2 Chromium 1.00 0.000411 1.16 1.18 116 118 1 Lead 1.00 0.00155 1.12 1.14 112 114 1 75-125 2 1.18 75-125 Selenium 1.00 ND 1.19 118 119 1 1 1.00 ND 1.11 1.13 111 113 75-125 2 Silver 1

RPD Limits

%

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Metals (ICPMS) by Method 6020

QUALITY CONTROL SUMMARY

Method Blank (MB)

(MB) 06/03/15 16:38				
	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	mg/l		mg/l	mg/l
Arsenic	U		0.00025	0.00200

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 06/03/15 16:40 • (LCSD) 06/03/15 16:43											
		Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	Analyte	mg/l	mg/l	mg/l	%	%	%			%	%
	Arsenic	0.0500	0.0551	0.0529	110	106	80-120			4	20

L767705-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) 06/03/15 16:45 • (MS) 06/03	(OS) 06/03/15 16:45 • (MS) 06/03/15 16:49 • (MSD) 06/03/15 16:52												
	Spike Amou	Int Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits	
Analyte	mg/l	mg/l	mg/l	mg/l	%	%		%			%	%	
Arsenic	0.0500	0.000290	0.0527	0.0505	105	100	1	75-125			4	20	

SDG: L767702 Sc

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Volatile Organic Compounds (GC/MS) by Method 8260B

QUALITY CONTROL SUMMARY L767702-01

Method Blank (MB)

0C/0E/1E 11.40	
06/05/15 11:42	

	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	mg/l		mg/l	mg/l
Acetone	U		0.0100	0.0500
Acrolein	U		0.00887	0.0250
Acrylonitrile	U		0.00187	0.0100
Benzene	U		0.000331	0.00100
Bromobenzene	U		0.000352	0.00100
Bromodichloromethane	U		0.000380	0.00100
Bromoform	U		0.000469	0.00100
Bromomethane	U		0.000866	0.00500
n-Butylbenzene	U		0.000361	0.00100
sec-Butylbenzene	U		0.000365	0.00100
tert-Butylbenzene	U		0.000399	0.00100
Carbon tetrachloride	U		0.000379	0.00100
Chlorobenzene	U		0.000348	0.00100
Chlorodibromomethane	U		0.000327	0.00100
Chloroethane	U		0.000453	0.00500
2-Chloroethyl vinyl ether	U		0.00301	0.0500
Chloroform	U		0.000324	0.00500
Chloromethane	U		0.000276	0.00250
2-Chlorotoluene	U		0.000375	0.00100
4-Chlorotoluene	U		0.000351	0.00100
1,2-Dibromo-3-Chloropropane	U		0.00133	0.00500
1,2-Dibromoethane	U		0.000381	0.00100
Dibromomethane	U		0.000346	0.00100
1,2-Dichlorobenzene	U		0.000349	0.00100
1,3-Dichlorobenzene	U		0.000220	0.00100
1,4-Dichlorobenzene	U		0.000274	0.00100
Dichlorodifluoromethane	U		0.000551	0.00500
1,1-Dichloroethane	U		0.000259	0.00100
1,2-Dichloroethane	U		0.000361	0.00100
1,1-Dichloroethene	U		0.000398	0.00100
cis-1,2-Dichloroethene	U		0.000260	0.00100
trans-1,2-Dichloroethene	U		0.000396	0.00100
1,2-Dichloropropane	U		0.000306	0.00100
1,1-Dichloropropene	U		0.000352	0.00100
1,3-Dichloropropane	U		0.000366	0.00100
cis-1,3-Dichloropropene	U		0.000418	0.00100
trans-1,3-Dichloropropene	U		0.000419	0.00100
2,2-Dichloropropane	U		0.000321	0.00100
Di-isopropyl ether	U		0.000320	0.00100

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ACCOUNT: Terracon - San Antonio, TX

SDG: L767702

DATE/TIME: 06/08/15 13:45

Volatile Organic Compounds (GC/MS) by Method 8260B

QUALITY CONTROL SUMMARY L767702-01

Method Blank (MB) (MB) 06/05/15 11:42

1B)	06/05/15	11:42	

	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	mg/l		mg/l	mg/l
Ethylbenzene	U		0.000384	0.00100
Hexachloro-1,3-butadiene	U		0.000256	0.00100
lsopropylbenzene	U		0.000326	0.00100
p-lsopropyltoluene	U		0.000350	0.00100
2-Butanone (MEK)	U		0.00393	0.0100
Methylene Chloride	U		0.00100	0.00500
4-Methyl-2-pentanone (MIBK)	U		0.00214	0.0100
Methyl tert-butyl ether	U		0.000367	0.00100
Naphthalene	U		0.00100	0.00500
n-Propylbenzene	U		0.000349	0.00100
Styrene	U		0.000307	0.00100
1,1,1,2-Tetrachloroethane	U		0.000385	0.00100
1,1,2,2-Tetrachloroethane	U		0.000130	0.00100
Tetrachloroethene	U		0.000372	0.00100
Toluene	U		0.000780	0.00500
1,1,2-Trichlorotrifluoroethane	U		0.000303	0.00100
1,2,3-Trichlorobenzene	U		0.000230	0.00100
1,2,4-Trichlorobenzene	U		0.000355	0.00100
1,1,1-Trichloroethane	U		0.000319	0.00100
1,1,2-Trichloroethane	U		0.000383	0.00100
Trichloroethene	U		0.000398	0.00100
Trichlorofluoromethane	U		0.00120	0.00500
1,2,3-Trichloropropane	U		0.000807	0.00100
1,2,3-Trimethylbenzene	U		0.000321	0.00100
1,2,4-Trimethylbenzene	U		0.000373	0.00100
1,3,5-Trimethylbenzene	U		0.000387	0.00100
Vinyl chloride	U		0.000259	0.00100
Xylenes, Total	U		0.00106	0.00300
(S) Toluene-d8	105			90.0-115
(S) Dibromofluoromethane	104			79.0-121
(S) 4-Bromofluorobenzene	103			80.1-120

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Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 06/05/15 10:15 • (LCSD) 06/0	05/15 10:36									
	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Analyte	mg/l	mg/l	mg/l	%	%	%			%	%
Acetone	0.125	0.122	0.114	97.6	91.2	28.7-175			6.75	20.9

ACCOUNT:	PROJECT:	SDG:	DATE/TIME:	PAGE:
Terracon - San Antonio, TX	90157228	L767702	06/08/15 13:45	15 of 21

QUALITY CONTROL SUMMARY

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 06/05/15 10:15 • (LCSD) 06/05/15 10:36

	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Analyte	mg/l	mg/l	mg/l	%	%	%			%	%
Acrolein	0.125	0.0835	0.0869	66.8	69.5	40.4-172			3.98	20
Acrylonitrile	0.125	0.122	0.121	97.2	97.2	58.2-145			0.0800	20
Benzene	0.0250	0.0236	0.0236	94.5	94.4	73.0-122			0.130	20
Bromobenzene	0.0250	0.0232	0.0236	92.9	94.4	81.5-115			1.61	20
Bromodichloromethane	0.0250	0.0236	0.0236	94.3	94.3	75.5-121			0.0200	20
Bromoform	0.0250	0.0256	0.0259	103	104	71.5-131			0.900	20
Bromomethane	0.0250	0.0228	0.0249	91.3	99.4	22.4-187			8.50	20
n-Butylbenzene	0.0250	0.0244	0.0253	97.7	101	75.9-134			3.32	20
sec-Butylbenzene	0.0250	0.0241	0.0249	96.4	99.7	80.6-126			3.41	20
tert-Butylbenzene	0.0250	0.0243	0.0249	97.0	99.4	79.3-127			2.47	20
Carbon tetrachloride	0.0250	0.0239	0.0240	95.6	96.1	70.9-129			0.440	20
Chlorobenzene	0.0250	0.0240	0.0243	95.9	97.1	79.7-122			1.21	20
Chlorodibromomethane	0.0250	0.0244	0.0247	97.5	98.6	78.2-124			1.12	20
Chloroethane	0.0250	0.0222	0.0258	88.7	103	41.2-153			15.1	20
2-Chloroethyl vinyl ether	0.125	0.125	0.121	100	96.7	23.4-162			3.72	23.5
Chloroform	0.0250	0.0224	0.0225	89.4	89.9	73.2-125			0.540	20
Chloromethane	0.0250	0.0204	0.0205	81.5	81.9	55.8-134			0.550	20
2-Chlorotoluene	0.0250	0.0250	0.0252	99.9	101	76.4-125			0.950	20
4-Chlorotoluene	0.0250	0.0243	0.0243	97.1	97.3	81.5-121			0.200	20
1,2-Dibromo-3-Chloropropane	0.0250	0.0227	0.0246	90.8	98.2	64.8-131			7.93	20
1,2-Dibromoethane	0.0250	0.0247	0.0245	98.9	98.0	79.8-122			0.890	20
Dibromomethane	0.0250	0.0253	0.0250	101	99.9	79.5-118			1.30	20
1,2-Dichlorobenzene	0.0250	0.0244	0.0244	97.7	97.7	84.7-118			0.0400	20
1,3-Dichlorobenzene	0.0250	0.0251	0.0257	100	103	77.6-127			2.25	20
1,4-Dichlorobenzene	0.0250	0.0244	0.0246	97.5	98.6	82.2-114			1.14	20
Dichlorodifluoromethane	0.0250	0.0226	0.0220	90.4	88.0	56.0-134			2.70	20
1,1-Dichloroethane	0.0250	0.0235	0.0240	94.2	95.8	71.7-127			1.75	20
1,2-Dichloroethane	0.0250	0.0250	0.0246	100	98.5	65.3-126			1.52	20
1,1-Dichloroethene	0.0250	0.0240	0.0242	96.0	96.7	59.9-137			0.680	20
cis-1,2-Dichloroethene	0.0250	0.0239	0.0241	95.5	96.5	77.3-122			1.03	20
trans-1,2-Dichloroethene	0.0250	0.0233	0.0238	93.1	95.3	72.6-125			2.36	20
1,2-Dichloropropane	0.0250	0.0243	0.0239	97.2	95.8	77.4-125			1.50	20
1,1-Dichloropropene	0.0250	0.0238	0.0238	95.2	95.1	72.5-127			0.100	20
1,3-Dichloropropane	0.0250	0.0233	0.0233	93.4	93.2	80.6-115			0.190	20
cis-1,3-Dichloropropene	0.0250	0.0241	0.0242	96.6	97.0	77.7-124			0.450	20
trans-1,3-Dichloropropene	0.0250	0.0246	0.0242	98.3	97.0	73.5-127			1.42	20
2,2-Dichloropropane	0.0250	0.0227	0.0233	90.7	93.1	61.3-134			2.65	20
Di-isopropyl ether	0.0250	0.0230	0.0228	92.0	91.3	65.1-135			0.720	20
Ethylbenzene	0.0250	0.0237	0.0239	94.8	95.4	80.9-121			0.620	20

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ACCOUNT: Terracon - San Antonio, TX PROJECT: 90157228 SDG: L767702 DATE/TIME: 06/08/15 13:45

QUALITY CONTROL SUMMARY

Volatile Organic Compounds (GC/MS) by Method 8260B

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 06/05/15 10:15 • (LCSD) 06/05/15 10:36

	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Analyte	mg/l	mg/l	mg/l	%	%	%			%	%
Hexachloro-1,3-butadiene	0.0250	0.0203	0.0241	81.4	96.3	73.7-133			16.8	20
lsopropylbenzene	0.0250	0.0243	0.0246	97.1	98.5	81.6-124			1.39	20
p-lsopropyltoluene	0.0250	0.0240	0.0251	95.9	100	77.6-129			4.60	20
2-Butanone (MEK)	0.125	0.130	0.126	104	101	46.4-155			3.17	20
Methylene Chloride	0.0250	0.0216	0.0221	86.3	88.3	69.5-120			2.33	20
4-Methyl-2-pentanone (MIBK)	0.125	0.123	0.121	98.2	96.9	63.3-138			1.38	20
Methyl tert-butyl ether	0.0250	0.0235	0.0233	93.8	93.1	70.1-125			0.720	20
Naphthalene	0.0250	0.0196	0.0234	78.4	93.4	69.7-134			17.5	20
n-Propylbenzene	0.0250	0.0247	0.0249	98.6	99.6	81.9-122			0.960	20
Styrene	0.0250	0.0242	0.0245	96.8	98.0	79.9-124			1.22	20
1,1,1,2-Tetrachloroethane	0.0250	0.0238	0.0242	95.1	96.6	78.5-125			1.57	20
1,1,2,2-Tetrachloroethane	0.0250	0.0248	0.0248	99.1	99.4	79.3-123			0.280	20
Tetrachloroethene	0.0250	0.0233	0.0236	93.1	94.6	73.5-130			1.61	20
Toluene	0.0250	0.0231	0.0231	92.2	92.3	77.9-116			0.0100	20
1,1,2-Trichlorotrifluoroethane	0.0250	0.0254	0.0248	102	99.0	62.0-141			2.49	20
1,2,3-Trichlorobenzene	0.0250	0.0201	0.0246	80.5	98.3	75.7-134			20.0	20
1,2,4-Trichlorobenzene	0.0250	0.0211	0.0250	84.4	100	76.1-136			17.0	20
1,1,1-Trichloroethane	0.0250	0.0231	0.0236	92.6	94.4	71.1-129			2.00	20
1,1,2-Trichloroethane	0.0250	0.0240	0.0240	95.9	95.9	81.6-120			0.0300	20
Trichloroethene	0.0250	0.0235	0.0237	94.1	94.8	79.5-121			0.770	20
Trichlorofluoromethane	0.0250	0.0238	0.0241	95.1	96.4	49.1-157			1.37	20
1,2,3-Trichloropropane	0.0250	0.0252	0.0261	101	104	74.9-124			3.42	20
1,2,3-Trimethylbenzene	0.0250	0.0233	0.0241	93.4	96.2	79.9-118			3.01	20
1,2,4-Trimethylbenzene	0.0250	0.0243	0.0248	97.0	99.1	79.0-122			2.10	20
1,3,5-Trimethylbenzene	0.0250	0.0245	0.0250	97.9	100	81.0-123			2.35	20
Vinyl chloride	0.0250	0.0254	0.0252	102	101	61.5-134			0.630	20
Xylenes, Total	0.0750	0.0712	0.0722	94.9	96.3	79.2-122			1.42	20
(S) Toluene-d8				105	103	90.0-115				
(S) Dibromofluoromethane				103	104	79.0-121				
(S) 4-Bromofluorobenzene				99.6	100	80.1-120				

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SDG: L767702 DATE/TIME: 06/08/15 13:45

Semi-Volatile Organic Compounds (GC) by Method TX 1005

QUALITY CONTROL SUMMARY

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Method Blank (MB)

(MB) 05/29/15 12:08				
	MB Result	MB Qualifier	MB MDL	MB RDL
Analyte	mg/l		mg/l	mg/l
TPH C6 - C12	U		0.600	0.900
TPH C12 - C28	U		0.600	0.900
TPH C28 - C35	U		0.600	0.900
TPH C6 - C35	U		0.600	0.900
(S) o-Terphenyl	110			70.0-130

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) 05/29/15 12:24 • (LCSD) 05/	/29/15 12:39									
	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
Analyte	mg/l	mg/l	mg/l	%	%	%			%	%
TPH C6 - C12	41.66	44.1	41.5	106	99.6	75.0-125			6.16	20
TPH C12 - C28	41.66	42.5	40.4	102	96.9	75.0-125			5.15	20
TPH C6 - C35	83.3	86.7	81.9	104	98.3	75.0-125			5.66	20
(S) o-Terphenyl				112	111	70.0-130				

SDG: L767702 DATE/TIME: 06/08/15 13:45

GLOSSARY OF TERMS

*

¹ Cp
² Tc
³ Ss
⁴ Cn
⁵Sr
⁶ Qc
⁷ Gl
⁸ AI
⁹ Sc

Abbreviations and Definitions

SDG	Sample Delivery Group.
MDL	Method Detection Limit.
RDL	Reported Detection Limit.
ND,U	Not detected at the Reporting Limit (or MDL where applicable).
RPD	Relative Percent Difference.
(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
Rec.	Recovery.
SDL	Sample Detection Limit.
MQL	Method Quantitation Limit.
Unadj. MQL	Unadjusted Method Quantitation Limit.

Qualifier	Description
J	The identification of the analyte is acceptable; the reported value is an estimate.
Je	The sample matrix interfered with the ability to make any accurate determination; spike value is low.

ACCREDITATIONS & LOCATIONS

ESC Lab Sciences is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our "one location" design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be **YOUR LAB OF CHOICE**.

State Accreditations

Alabama	40660	Nevada	TN-03-2002-34
Alaska	UST-080	New Hampshire	2975
Arizona	AZ0612	New Jersey-NELAP	TN002
Arkansas	88-0469	New Mexico	TN00003
California	01157CA	New York	11742
Colorado	TN00003	North Carolina	Env375
Conneticut	PH-0197	North Carolina ¹	DW21704
Florida	E87487	North Carolina ²	41
Georgia	NELAP	North Dakota	R-140
Georgia ¹	923	Ohio-VAP	CL0069
Idaho	TN00003	Oklahoma	9915
Illinois	200008	Oregon	TN200002
Indiana	C-TN-01	Pennsylvania	68-02979
lowa	364	Rhode Island	221
Kansas	E-10277	South Carolina	84004
Kentucky ¹	90010	South Dakota	n/a
Kentucky ²	16	Tennessee 14	2006
Louisiana	AI30792	Texas	T 104704245-07-TX
Maine	TN0002	Texas ⁵	LAB0152
Maryland	324	Utah	6157585858
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	109
Minnesota	047-999-395	Washington	C1915
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA
Nebraska	NE-OS-15-05		

^{1.} Drinking Water ^{2.} Underground Storage Tanks ^{3.} Aquatic Toxicity ^{4.} Chemical/Microbiological ^{5.} Mold ^{n/a} Accreditation not applicable

Third Party & Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA	100789
Canada	1461.01	DOD	1461.01
EPA-Crypto	TN00003	USDA	S-67674

Our Locations

Terracon - San Antonio, TX

ESC Lab Sciences has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. ESC Lab Sciences performs all testing at our central laboratory.



L767702

90157228

PAG
20 of

21

06/08/15 13:45

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Name/Address		

Company Name/Address:	Idress: Billing Information:					Analysis/Container/Preservative						e l	Chain of Custody Page of		
Terracon - San Ant 6911 Blanco Road San Antonio,TX 78216	onio, TX		6911 Blan	Accounts Payable 5911 Blanco Road San Antonio,TX 78216						\$ \$					SC.
Report to: Jim Major		Er	nail to:	c Tinto	tama	0.00				3					anon Road TN 37122
Project Description: Apt 9 Phone: (210) 641-2112	Client Project #	<u>}</u>	City/Sate Collected ESC Key	C. Jino	io, 7%	<u>, , , , , , , , , , , , , , , , , , , </u>		ଡ	HIEMO	35 G.	le le			Phone: (61	0) 767-5859 5) 758-5858 5) 758-5859
FAX: (210) 641-2124	90157	228					5	Ŋ,	2	2	23			•	
Collected by: (print)	Site/Facility ID	# :	P.O.#:				Ø	83601	101	ta.	31			E1	28
Collected by (signature): Immediately Packed on Ice NY	Ne Tw	b MUST Be me Day xt Day o Day	200% 100% 50%	Date Results Needed: Email?NoYes FAX?NoYes		_ No. of	H TX	C EPA	RA 60	trate (10	- oyota	7045		CoCode TERRA Template/Prelogin	SAT) (lab use only)
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BC-1	G	GW	-	5/27/15	1440	6	X	X	X	xb	Ì>				L767702-01
*Matrix: SS - Soil/Solid GW - Groun Remarks:	idwater www - vv	astevvater	DW - Drinking	Water OT -								I	н_	Ter	np
Relinquished by: (Signature)	Date: Date: Date:	Time:) Fede	ed by: (Signa	ture)	<u>_</u> ~_]	104	21	Sam	blešret dEx □);	Courie	via: □ UP		Condition: 4 a.d. O.H.S 7.5 H-2504 CoC Seals Intact	C (lab use only) M ³ OR
Relinquished by: (Signature)	Date:	Time:	Recei	ved for lab by	: (Signature)				Date 51	÷١		lime:	0	pH Checked:	NCF

F

January 17, 2017



San Antonio Housing Authority 818 S. Flores San Antonio, Texas 78204

Attention:Ms. Patti EarnestTelephone:(210) 477-6170E-mail:patti_earnest@saha.org

Re: Limited Lead-Containing Paint Sampling Report Blanco Apartments – Basement Columns 906 West Huisache Avenue San Antonio, Texas 78201 Terracon Project No. 90167696

Ms. Earnest:

On January 4, 2017, at your request, Terracon secured samples of paint from three (3) representative Basement Level locations (columns and perimeter wall) at the Blanco Apartments in San Antonio, Texas, to determine the level of lead present on accessible coatings prior to renovation operations.

The paint materials sampling was conducted by Mr. Gabriel A. Gonzalez, a Texas Department of State Health Services (TDSHS) certified Lead Risk Assessor (Certificate No. 2071064) employed by Terracon. A copy of his certificate is included as an attachment. The lead sampling was conducted in general accordance with Texas Lead Reduction Act Rules (TELRR) and HUD Guidelines and was intended to identify and assess the lead content of the materials which might be disturbed during the planned renovation activities.

1.0 LEAD ANALYSIS AND RESULTS

A total of three (3) paint chip samples were collected and submitted for analysis to Environmental Hazards Services, L.L.C., an American Industrial Hygiene Association (AIHA) accredited laboratory utilizing Atomic Absorption Spectrometry (AAS Flame) methodology. Reports of laboratory analysis of the suspect lead-based samples collected and sample chain-of-custody documentation are included as an attachment. The following is a summary of the analytical results:

Terracon Consultants, Inc. 6911 Blanco Road, San Antonio, Texas 78216 P [210] 641-2112 F [210] 641-2124 terracon.com Texas Professional Engineers No. 3272



SAMPLE NO.	COMBINATION/ SUBSTRATE	FUNCTIONAL AREA	SAMPLE LOCATION	LEAD CONTENT
L - 01	White on concrete	Utilized on Basement Column #1	North Face of Column #1	<45 ppm
L - 02	White on concrete	Utilized on Basement Column #4	North Face of Column #4	190 ppm
L - 03	White on concrete	Utilized on the South Perimeter Wall in the Basement	Center of South Wall	190 ppm

ppm = parts per million

The Department of Housing and Urban Development (HUD) guidelines consider a lead content equal to or greater than 5,000 parts per million (PPM) to be the level at which paint is considered to be "lead-based" and at which point a potential hazard exists. The Occupational Safety and Health Administration (OSHA) considers paint containing any level of lead above the analytical method detection limit a potential hazard which should be communicated to any employees or contractors who may disturb the materials in the course of their assigned work.

The lead content in the coatings applied to the columns and perimeter walls of the Basement tested in Blanco Apartments were found to be below the HUD threshold for Lead-Based Paint. A low but detectable level of lead (190 ppm) was present in two (2) of the samples and as such, it is recommended that contracting personnel who may disturb the lead-containing coatings be made aware of the lead content in the materials so that they may exercise proper OSHA procedures for personnel protection or possibly employ protective procedures when working with the materials.

In areas where the Client does not intend to renovate or demolish the building, the lead-containing paint materials, which will remain in the building, should be managed in place. It is recommended that this in-place management should include such operations as stabilizing or repairing any damaged materials, protecting the remaining lead-containing paint materials from further damage, and developing a plan to periodically monitor the condition of the lead-containing paint materials. Notification of the presence of the materials should also be made to employees and outside contractors so that they do not inadvertently disturb the remaining lead-containing paint materials.

Compliance with applicable OSHA lead regulations is the responsibility of the contractor performing the work and it is recommended that they be required to communicate potential lead hazards to their workforce and utilize lead-safe work practices such as outlined in the EPA Renovation, Repair, and Painting Final Rule (40 CFR 745) or applicable portions of the Structural Steel Painting Council (SSPC) Guidelines. It is further recommended that activities such as flame/torch dismantling, dry sanding and/or dry grinding of any components with lead-containing materials applied should be prohibited as part of any repair, renovation or demolition activity.



It is recommended that any building components which have lead-containing paint coatings and are to be removed as part of the planned renovation project be comingled with other construction debris which does not contain lead-containing coatings prior to disposal in order to reduce the potential lead hazard from the waste stream resulting from the project.

As the project is not being conducted to permanently remove lead hazards but as part of a renovation project, HUD and TDSHS lead regulations do not apply to removal operations within the facility. It is, however, recommended that they be consulted as a general guideline for occupant protection and that OSHA notification be made to all employees or contractors working on any repair, renovation or demolition projects within the facility.

This report has been prepared on behalf of and exclusively for use by San Antonio Housing Authority for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

Terracon appreciates the opportunity to provide this service to San Antonio Housing Authority. If you have any questions regarding this report, please contact the undersigned at (210) 641-2112.

Respectfully Submitted, **Terracon**

Gabriel A. Gonzalez Lead Risk Assessor TDSHS Certificate No. 2071064

Gulton

Richard Ian Howes Lead Inspector/Project Designer TDSHS Certificate No.2090034

Attachments: Lead Analytical Laboratory Results Licenses and Certifications Sample Location Drawing



Environmental Hazards Services, L.L.C. 7469 Whitepine Rd Richmond, VA 23237 Telephone: 800.347.4010

Terracon - San Antonio

San Antonio, TX 78216

6911 Blanco Road

Client:

Lead Paint Chip Analysis Report

Report Number: 17-01-00406

Received Date: 01/05/2017 Analyzed Date: 01/10/2017 Reported Date: 01/10/2017

Project/Test Address: Blanco Apartments - Basement Columns / 906 W Huisache Ave; San Antonio, Texas Collection Date: 01/04/2017

<u>Client Number:</u> 45-4903		Laboratory F	Results	<u>Fax Number:</u> 210-641-2124	Ļ
Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
17-01-00406-001	L-01		<45	<0.0045	
17-01-00406-002	L-02		190	0.019	
17-01-00406-003	L-03		190	0.019	

oject/Test Addres	45-4903 ss: Blanco Apartments - Huisache Ave; San A	Basement Columns / 906 W ntonio, Texas		Report Numb	er: 17-0	1-00406
Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm		% Pb by Wt.	Narrative ID
Preparation Meth Analysis Method		В				
Accreditation #:	TX T104704248-0	7ТХ		Meliso	- 1/ -	
		Reviewed By Authorized S	Signatory:	1'ILUSO	a Ma	node
				<i>Missy Kanode</i> QA/QC Clerk		
by ASTM E-1979-12	is 10.0 ug Total Pb. The RL for on area measurements determ	50% by Weight, 5000 ppm, or 1.0 mg, r samples prepared by EPA SW846 3 ined by the client. All internal quality	050B is 25.0 u	g Total Pb. Paint chip	o area and res	ults
met, unless otherwis		ble upon receipt per laboratory protoc	ol unless other			
The condition of the represent the analysi reported above in mo	s of samples submitted by the o g/cm3 are calculated based on a	client. Sample location, description, ar area supplied by client. This report sh ce, L.L.C. California Certification #231	nall not be repro	oduced except in full,		
The condition of the represent the analysi reported above in mo	s of samples submitted by the o g/cm3 are calculated based on a	area supplied by client. This report sh	nall not be repro	oduced except in full,	without the	

EHS Laborat	ories) ,~			С	ha	nin	Lea -of-(d Custody) 	7-01-0 Due Da 1/10/2 (Tuesd	te: 017	
Environmental www.leadlab.com (800) 347-4010 (804) 275-4907 (fax)		itepine Rd	LLC						-			5	2	ÀE		
$_{\rm hone}$ (210) 714-2	086	onsultants	,210	641-212	24			wode								exas 7821
roject Name / Testing & collected by: Gabrie * Do wipe samples su			_		er: 20	7106	64	500 VV. HL	isache Ave. City/Sta	ite (Re	quired)	: Sa	n Anto	onio, T	exas	
Turn Around T 1-Day Same Day (Mus Weekend (Mus If no TAT is specified, processed and charged	3-Day t Call Ahead t Call Ahead sample(s) wil	Paint C Compo	Dust Wipe =	ample Type DW Soil PC Air CS	= { = }		LR DN	= Family Room = Living Room = Den = Dining Room = 1st Fl	AbbreviationsF= Front0= BaseR= RearKT= KitchLT= LeftBA= BathRT= RightBR= Bedred2= 2nd Fl	en		. :	FL = CP =	Dust V = Flo = Ca = Wi	ype for Wipe oor rpet indow Sill indow Well	1
No. Sample Type	Date Collected	Client Sample ID	(LR	Collection , KT, LTFB)	Surface Type	Area Length X Width in inches (Provide paint chip area only if requesting mg/cm2)		Paint Chip Wdd	%	Flow Rate (L/ min)	Air Total Time (minutes)	Volume (Total Liters)	Comment
1 PC	01/04/17	L-01							x	†	V					
2 PC	01/04/17	L-02							x		1	-				
3 PC	01/04/17	L-03							x							
4									x							
5									х .							
6									X							
7									x							
8									X							
9						+ +-			x					· · · ·		
10									x							
	Gonzale	and the second s									1					

1-3 5 P



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

TERRACON CONSULTANTS INC

is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

John the

John Hellerstedt, M.D. Commissioner of Health

License Number: <u>2110106</u> Control Number 6799

Expiration Date. <u>3/20/2018</u> (Void After Expiration Date)



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

GABRIEL A GONZALEZ

is certified to perform as a

Lead Risk Assessor

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

John the

John Hellerstedt, M.D. Commissioner of Health

License Number: 2071064

Expiration Date: 5/26/2018



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

RICHARD I HOWES

is certified to perform as a

Lead Abatement Project Designer

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

Kirk Cole, Interim Commissioner of Health

License Number: 2090034

Expiration Date: 11/19/2017

Void After Expiration Date



AIHA Laboratory Accreditation Programs, LLC

acknowledges that

Environmental Hazards Services, LLC

7469 White Pine Road, Richmond, VA 23237

Laboratory ID: 100420

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing* and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

- ✓ INDUSTRIAL HYGIENE
- ✓ ENVIRONMENTAL LEAD
- ✓ ENVIRONMENTAL MICROBIOLOGY
- **FOOD**
- UNIQUE SCOPES

Accreditation Expires: May 01, 2018 Accreditation Expires: May 01, 2018 Accreditation Expires: May 01, 2018 Accreditation Expires: Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

Gerald R Schultz

Gerald Schultz, CIH Chairperson, Analytical Accreditation Board

Cheryf J. Marton

Cheryl O. Morton Managing Director, AIHA Laboratory Accreditation Programs, LLC

Date Issued: 02/29/2016

Revision 14: 03/26/2014



Texas Commission on Environmental Quality

NELAP-Recognized Laboratory Accreditation is hereby awarded to



Environmental Hazards Services, LLC 7469 Whitepine Road North Chesterfield, VA 23237-2261

in accordance with Texas Water Code Chapter 5, Subchapter R, Title 30 Texas Administrative Code Chapter 25, and the National Environmental Laboratory Accreditation Program.

The laboratory's scope of accreditation includes the fields of accreditation that accompany this certificate. Continued accreditation depends upon successful ongoing participation in the program. The Texas Commission on Environmental Quality urges customers to verify the laboratory's current location(s) and accreditation status for particular methods and analyses (www.tceq.texas.gov/goto/lab). Accreditation does not imply that a product, process, system or person is approved by the Texas Commission on Environmental Quality.

Executive Director Texas Commission on Environmental Quality

Certificate Number: T104704248-16-8 Effective Date: 1/1/2017 Expiration Date: 12/31/2017



Texas Commission on Environmental Quality



NELAP - Recognized Laboratory Fields of Accreditation

These fields of accreditation supercede all previous fields. The Texas Commission on Environmental Quality urges customers to verify the laboratory's current accreditation status for particular methods and analyses.

Method EPA 1311			
Analyte TCLP	AB VA	Analyte ID	Method ID
Method EPA 6010		849	10118806
Analyte Aluminum	AB VA	Analyte ID	Method ID
Antimony	VA VA	1000	10155609
Arsenic		1005	10155609
Barium	VA	1010	10155609
Beryllium	VA	1015	10155609
Cadmium	VA	1020	10155609
Chromium	VA	1030	10155609
Cobalt	VA	1040	10155609
Copper	VA	1050	10155609
Iron	VA	1055	10155609
Lead	VA	1070	10155609
Magnesium	VA	1075	10155609
Manganese	VA	1085	10155609
Molybdenum	VA	1090	10155609
Selenium	VA	1100	10155609
Silver	VA	1140	10155609
Thallium	VA	1150	10155609
Titanium	VA	1165	10155609
Vanadium	VA	1180	10155609
Zinc	VA	1185	10155609
thod EPA 7471	VA	1190	10155609
Analyte			1010009
Mercury	AB	Analyte ID	Method ID
	VA	1095	10166208

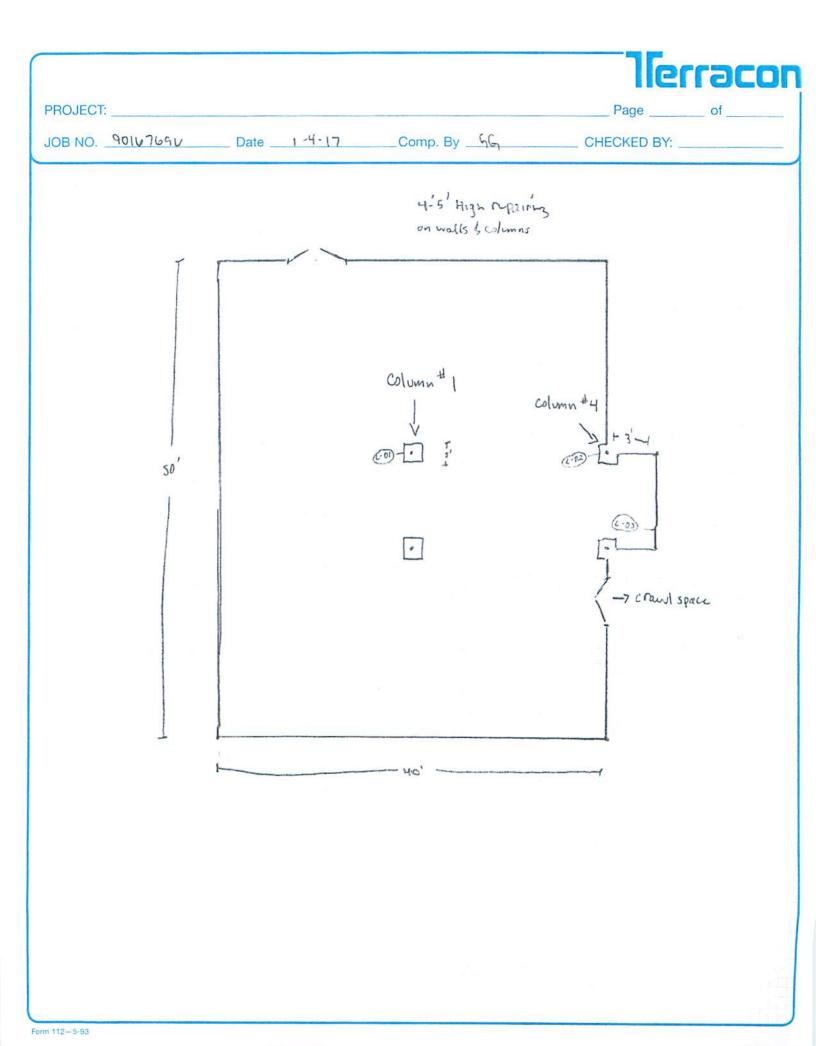


EXHIBIT I Insurance Requirements

Developer is required to have in place during the term of the contract the following minimum insurance requirements. Developer will be required to provide an original Certificate of Insurance to SAHA within 10 days of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000 Not Required for this Project
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle(s) to do work on SAHA properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. <u>A Waiver of Subrogation in favor of SAHA</u> <u>must be included in the Workers' Compensation policy.</u> SAHA and its affiliates must be a Certificate Holder.	Statutory Employer's Liability is \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate
Builders Risk	Required Limits
Builder shall carry Builder's Risk to cover the loss of materials, and/or the building under construction/rehabilitation. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	Equal to the Contract Cost of the construction or rehabilitation project stated in the contract.

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS (210-477-6059)

ATTACHMENT A Plans and Specifications

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS (210-477-6059)

TECHNICAL SPECIFICATIONS AND DRAWINGS

FOR

Blanco Apartments Mechanical Basement Repairs

San Antonio, Texas

OWNER:

SAN ANTONIO HOUSING AUTHORITY

818 South Flores Street San Antonio, Texas, 78204

President and CEO David Nisivoccia

Board of Commissioners Dr. Morris A. Stribling, D.P.M, Board Chairman Charles R. Munoz, Vice-Chairman Thomas F. Adkisson Francesca Caballero Charles Clack Marie R. McClure Jessica Weaver



ENGINEER:

NELSON FORENSICS, INC. 9701 Brodie Lane, Suite 201 Austin, Texas 78745 512-610-2800

PROJECT ADDRESS:

906 West Huisache Avenue San Antonio, Texas 78201

NELSON FORENSICS PROJECT NUMBER: 13916 April 4, 2018

DOCUMENT 000105 TITLE/CERTIFICATION PAGE

PROJECT:	Blanco Apartments Mechanical Basement Repairs
PROJECT NUMBER:	Nelson Forensics File No.: 13916
ENGINEER:	NELSON FORENSICS, INC. 9701 Brodie Lane, Suite 201 Austin, Texas 78745 512-610-2800 Project Manager J. Daniel Bosley Nelson Forensics, Inc. 512-610-2800

END OF SECTION

SECTION 000107 SEALS PAGE

I HEREBY CERTIFY THAT THESE PLANS AND TECHNICAL SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONALENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.

J. Daniel Besley, M.S., P.E. Regional Manager NELSON FORENSICS, LLC Texas Certificate of Registration F-17167



END OF SECTION

SECTION 000110 TABLE OF CONTENTS

SECTION 000010: COVER SECTION 000105: TITLE/CERTIFICATION PAGE SECTION 000107: SEALS PAGE SECTION 000110: TABLE OF CONTENTS SECTION 000115: LIST OF DRAWING SHEETS

SECTION 030130.72: STRENGTHENING OF CAST-IN-PLACE CONCRETE SECTION 033930: CONCRETE REHABILITATION

SECTION 099870: COATING SYSTEMS FOR STEEL SECTION 099880: PROTECTIVE COATINGS

NOTE: REFER TO THE DRAWING GENERAL NOTES FOR PRODUCT SPECIFICATIONS NOT INCLUDIED IN THE ABOVE SECTIONS.

END OF SECTION

SECTION 000115 LIST OF DRAWING SHEETS

S0 KEY PLAN AND GENERAL NOTES

- S1 MECHANICAL BASEMENT FRAMING PLAN AND SECTION
- S2 DETAILS

END OF SECTION

SECTION 030130.72 STRENGTHENING OF CAST-IN-PLACE CONCRETE

Part 1 – General

1.01 Summary

A. This specification section shall define the minimum requirements of the externally bonded composite strengthening systems at columns B5 and C5.

1.02 References

- A. General
 - 1. The latest reference edition available on the day of bid invite shall be used for all standards.
- B. American Concrete Institute (ACI)
 - 1. ACI 440.2R, Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening of Concrete Structures
 - 2. ACI 562, Code Requirements for Evaluation, Repair and Rehabilitation of Concrete Buildings
 - 3. ACI Repair Application Procedures (RAP) No. 1 through No. 7
- C. American Society for Testing and Materials (ASTM)
 - 1. ASTM D3039, Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials
 - ASTM D7565, Standard Test Method for Determining Tensile Properties of Fiber Reinforced Polymer Matrix Composites Used for Strengthening of Civil Structures
 - 3. ASTM E84, Standard Test Method for Surface Burning Characteristics of Building Materials
- D. International Concrete Repair Institute (ICRI)
 - ICRI Technical Guideline No. 310.1R, Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
 - 2. ICRI Technical Guideline No. 310.2R, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays
 - 3. ICRI Technical Guideline No. 320.2R, Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces
 - 4. ICRI Technical Guideline No. 210.3R, Guide for Using In-Situ Tensile Pulloff Tests to Evaluate Bond of Concrete Surface Materials

- 5. ICRI Technical Guideline No. 210.1R, Guideline for Verifying Field Performance of Epoxy Injection of Concrete Cracks
- E. ICC Evaluation Service (ICC-ES)
 - 1. AC125, Acceptance Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening using Externally Bonded Fiber-Reinforced Polymer (FRP) Composite Systems
 - 2. AC178, Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening using Fiber-Reinforced Polymer (FRP) Composite Systems

1.03 Submittals

- A. Manufacturers' Product Data
 - 1. Current ICC Evaluation Service Report for the proposed materials.
 - 2. Technical data sheets for materials to be used.
 - 3. Safety data sheets (SDS) for each material component.
 - 4. Installation instructions, including temperature restrictions, moisture limitations, surface preparation methods, curing times, and finish requirements.
- B. Calculations and Drawings
 - 1. Design calculations and shop drawings for the composite system shall be compliant with ACI 440.2R and must be stamped and signed by Civil or Structural Engineer registered in the state of Texas.
 - 2. Design calculations must also conform to ACI 562 Equations 5.5.2a, 5.5.2b and 5.5.3 that stipulate the strength of the unstrengthened structure must be at least equal to the load combinations specified in section 5.5.2.
 - 3. Shop drawings, at a minimum, must detail the necessary surface preparation, composite system to be used, number of layers, locations, end details, primary fiber direction, and finish requirements.
- C. Applicator Qualification
 - 1. Written documentation from the composite system manufacturer that the contractor has completed the manufacturer's training program and has been trained to install the proposed system.

1.04 Product Delivery, Storage, and Handling

- A. All products shall be delivered, stored, and handled according to the manufacturer's recommendations.
- B. Materials shall be clearly labeled and delivered in factory-sealed containers with manufacturing dates and shelf lives easily identifiable.

C. Materials shall be stored in a protected area free of moisture and UV exposure, with temperatures between 45°F and 95°F.

Part 2 – Products

2.01 Composite Strengthening System

- A. The FRP strengthening system shall have an ICC-ES code report issued in accordance with ICC AC 125.
 - 1. FRP strengthening system shall be a code-listed, unidirectional fabric. The ICC code-listed cured composite design values shall meet or exceed the following minimum values:

Fabric	Tensile Strength	Total E x A	Ultimate Strain
Carbon	128 ksi	2272 k/in	0.9%

- 2. Epoxy Adhesive shall be approved for use with strengthening system per ICC-ES code report.
- 3. Epoxy Paste shall be approved for use with strengthening system per ICC-ES code report.

2.02 Concrete Repair Products

- B. The concrete repair products shall meet the following requirements.
 - 1. Crack repair products. The crack repair system shall be epoxy based twocomponent high-solids formulation, meeting the mechanical strength requirements of ASTM C-881 type IV epoxy bonding systems. The crack repair system shall be suitable for the condition at which it will be placed: dry, damp, wet, high or low temperature, horizontal or vertical. The crack repair system shall not be installed in an active leaking crack or an active moving crack. The crack repair system shall be able to be installed by crack injection or gravity fed as needed for the application:
 - a. For hairline cracks up to 1/4" in width use: ASTM C-881 type I, and IV, grade 1
 - b. For fine cracks (greater than 1/64") up to 1/4" in width use: ASTM C-881 type I, and IV, grade 1.
 - c. For medium size cracks (greater than 3/32") up to 1/4" in width use: ASTM C-881 type I, and IV, grade 3
 - 2. Reinforcement steel primer. Primer shall be used to protect steel reinforcing from corrosion and promote positive bond from existing steel reinforcing to new repair material.
 - 3. Bonding agent for bonding new repair material to existing concrete:
 - a. For applications 40°F (4.4°C) and above. Bonding agent shall meet the requirements of ASTM C881, type II, grade 2, class B.

- b. For applications 60°F (15.5°C) and above or when extended working time is required, bonding agent shall meet the requirements of ASTM C881, type II, grade 2, class C.
- 4. High performance repair mortars. Repair material shall be used to repair areas of damaged concrete as specified in SECTION 033930: CONCRETE REHABILITATION. Note: any repairs made using cementitious repair mortars must be fully cured prior to applying FRP. FRP system shall be compatible with repair mortar specified in SECTION 033930: CONCRETE REHABILITATION.
- 5. Protective coating for the FRP System shall be a fire resistant, 4-hour UL 263 listed coating.

Part 3 – Execution

3.01 Concrete Rehabilitation Prior to FRP Installation

A. All problems associated with the condition of the original concrete substrate should be addressed per SECTION 033930: CONCRETE REHABILITATION before surface preparation begins.

3.02 Surface Preparation

- A. Surfaces to be wrapped shall be clean, sound, and free of standing water at time of application. All dust, laitance, grease, curing compounds, and other foreign materials that may hinder the bond must be removed before installation.
- B. Cracked substrates with cracks wider than 0.01 inch must be pressure injected with epoxy prior to FRP installation. For concrete substrates, refer to ACI 224.1R. Smaller cracks exposed to aggressive environments may require resin injection or sealing to prevent corrosion of existing steel reinforcement. Crackwidth criteria for various exposure conditions are given in ACI 224.1R.
- C. Existing concave and convex surfaces must be filled/transitioned with epoxy paste or a suitable repair mortar.
- D. Any corners to be wrapped around shall be rounded to a 1-1/2" inch minimum radius using a grinder or filler epoxy.

3.03 Surface-Mounted Application

- A. Verify ambient and concrete surface temperatures are between 45°F and 95°F.
- B. Apply one coat of epoxy primer using a nap roller.
- C. Apply epoxy paste where minor surface defects are present.
- D. Allow the primer and/or paste to become tacky to the touch before applying the saturated fabric.

- E. When manually saturating fabric, precut sheets to required length using heavy duty shears before saturating with hand rollers. If mechanically saturating fabric with rollers, cut sheets using heavy duty shears either before or after they go through the epoxy bath. In both cases, ensure full fabric saturation is achieved.
- F. Apply the saturated sheet to the installation surface and remove entrapped air using hand pressure, rollers, or trowels.
- G. Apply additional layers as necessary to meet the project requirements, ensuring each layer is firmly adhered to the previous layer.
- H. Feather all fabric seams/edges with epoxy paste.
- I. Confirm that intimate contact between composite system and substrate will be maintained throughout the curing process.
- J. Apply finish coating after full epoxy cure, lightly sanding epoxy surfaces before installation.

3.04 Quality Control

- A. Field Monitoring
 - The work performed in Section 3.01, Section 3.02, and Section 3.03 of this specification will be field monitored by the Owner's Special Inspection Agency and will be paid for by the owner. The surface preparation shall be checked immediately before application of the composite system materials. Periodic inspection shall be provided during the application process.
 - 2. The special inspector shall create daily reports that document the following:
 - a. Date and time of installation.
 - b. Ambient temperature, relative humidity, and weather conditions.
 - c. Substrate surface temperature and dryness.
 - d. Surface preparation method and ICRI concrete surface profile.
 - e. Surface cleanliness description.
 - f. Fabric batch numbers.
 - g. Epoxy batch numbers, mix ratios, and mixing times.
 - h. Application locations.
 - i. Conformance with installation procedures.
 - j. Location and size of any delaminations/voids identified or repaired.
- 3. For fabric systems, the contractor shall create a minimum of two material sample sets daily. Each set will consist of two 12 in. by 12 in. panels BLANCO APARTMENTS MECHANICAL BASEMENT REPAIRS STRENGTHENING OF CAST-IN-PLACE CONCRETE NELSON FORENSICS FILE NO.: 13916 030130.72 5

made of two layers of saturated fabric and the sets shall be taken at different times during the working shift so that it is representative of maximum variances in material/site conditions. Prepare samples on a flat, level surface covered with heavy-duty vinyl (or similar). Prime vinyl with epoxy saturant, place saturated layers, and apply a top coat of epoxy saturant. Samples shall be cured at the site under the same environmental conditions as the production work they represent and must be marked with sample date, time, epoxy/fabric batch numbers, and installation locations.

- B. Field Testing
 - 1. Concrete Repair
 - a. The cured repair material shall be sounded for delaminations.
 - b. An in-situ direct tensile pull-off bond test of the cured repair material shall be performed per ICRI Technical Guideline No. 210.3R to evaluate the bond of the repair material to the substrate.
- C. Lab Testing
 - 1. Tension Tests
 - a. General
 - i. Lab tension tests are only required when structural performance criteria is specified.
 - ii. Tension tests shall be performed to verify the tensile strength, strain, and modulus of the composite strengthening system based on the nominal layer thickness reported on the manufacturer's data sheet and used in the design calculations.
 - iii. The composite tensile properties used in the design calculations must be lower than the average of the test results unless calculations are performed with the reported average tensile properties show that the strengthening requirements are satisfied.
 - b. Fabric Systems
 - i. One panel from a minimum of 15% of all sample sets shall be selected for tension testing performed in accordance with ASTM D7565 and/or ASTM D3039.
- D. Defects
 - 1. Small delaminations less than 2 square inches are acceptable so long as the delaminated area is less than 5% of the total laminate area and there are no more than 10 such delaminations per 10 square feet.

- 2. Large delaminations greater than 25 square inches shall be locally cut away and a new material shall be applied with an equivalent number of layers and sufficient development length overlaps.
- 3. Delaminations between 2 square inches and 25 square inches shall be injected with epoxy or replaced, depending on the size, number of delaminations, and locations.
- E. Remedial Measures
 - 1. If the composite tensile properties used in the design calculations are higher than the average of the laboratory test results, design calculations shall be resubmitted, showing that the target design performance has been achieved. If this is not the case, additional layers shall be applied until the target design performance is reached.

END OF SECTION

SECTION 033930 CONCRETE REHABILITATION

Part 1 – General

1.01 Summary

A. This specification describes the patching or overlay of interior and/or exterior horizontal surfaces and formed vertical surfaces with portland cement concrete at the mechanical basement columns as indicated in the drawings.

1.02 Quality Assurance

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001/9002 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

1.03 Delivery, Storage, and Handling

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.04 Job Conditions

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 45°F (7°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified material.

1.05 Submittals

A. Submit two copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).

1.06 Warranty

A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

Part 2 – Products

2.01 Manufacturer

A. **Sikacrete 211 SCC Plus**, as manufactured by Sika Corporation, is considered to conform to the requirements of this specification.

2.02 Materials

- A. Portland cement concrete:
 - 2. The repair concrete shall be self-consolidating and polymer-modified. It shall be comprised of selected portland cements, specially graded aggregates, admixtures for controlling setting time and plasticizers for workability as well as silica fume and a migrating corrosion inhibitor.
 - 3. The materials shall be non-combustible, both before and after cure.
 - 4. The materials shall be supplied as a factory-blended unit.
 - 5. The portland cement concrete must be placeable from 1 in. to 8 in. in depth and appropriate for full-slab depth repair and replacement.
- B. The portland cement concrete aggregate shall conform to ASTM C-33. (similar to No.8 distribution per ASTM C-33, Table II) and be clean, well-graded, having low absorption and high density.

2.03 Performance Criteria

- A. Typical Properties of the mixed portland cement concrete:
 - 1. Initial spread: SCC, 27-33 in. approx.
 - 2. Spread at 30 min: > 15 in.
 - 3. Application time: 60 min.
- B. Typical Properties of the cured portland cement concrete:
 - 1. Compressive Strength (ASTM C-39 modified).
 - a. 1 day: 2,000 psi min (13.8 MPa).
 - b. 7 day: 6,000 psi min (41.4 MPa).

- c. 28 day:7,000 psi min (48.3 MPa).
- 2. Flexural Strength (ASTM C-78) @ 28 days: 1,000 psi (6.9 MPa).
- 3. Splitting Tensile Strength (ASTM C-496) @ 28 days: 1,000 psi (6.9 MPa).
- 4. Bond Strength (ASTM C-882 modified) @ 28 days: 2,500 psi (17.2 MPa).
- 5. Shrinkage (ASTM C-157): < 0.05%.
- 6. Chloride ion permeability (ASTM C-1202): < 650 Coloumbs.
- 7. The portland cement concrete shall not produce a vapor barrier.

Note: Above tests performed with curing conditions @ $71^{\circ}F - 75^{\circ}F$ and $45-55^{\circ}\%$ relative humidity.

Part 3 – Execution

3.01 Surface Preparation

- A. Areas to be repaired must be clean, sound, and free of contaminants. All loose, delaminated, and/or deteriorated concrete shall be removed by mechanical means using a light chipping hammer to a minimum depth of 1". Edges of patch areas shall be saw cut normal (perpendicular) to member face to eliminate feather edges. All edges shall be straight and patch areas square or rectangular-shaped. Contractor shall exercise caution during saw cutting to avoid damaging existing reinforcement.
- B. Contractor shall notify Engineer to inspect all exposed reinforcement prior to any removal of concrete behind the reinforcement (undercutting). Undercutting of concrete shall only be performed per engineer's instructions following Engineer's inspection of the reinforcement. Defective reinforcement shall be supplemented in accordance with the contract documents and Engineer's instructions. Supplemental reinforcement or loose reinforcement exposed during surface preparation shall be securely anchored with wire ties to bonded reinforcement prior to patch placement.
- C. Where embedded reinforcement is exposed by concrete removal, proceed with caution to avoid damaging the reinforcement during removal of unsound concrete. If bond between exposed embedded reinforcement and adjacent concrete is impaired by Contractor's removal operation, Contractor shall notify the Engineer and additional concrete removal shall be performed at Engineers direction.
- D. Where reinforcing steel with active corrosion is encountered, sandblast the steel to a white metal finish to remove all contaminants and rust. Use powered wire brushes in locations where reinforcing steel cannot be cleaned by abrasive-blasting. The steel shall be high pressure washed after mechanical cleaning. Prime steel with 2 coats of Sika Armatec 110 EpoCem or approved equivalent as directed by SECTION 099870: COATING SYSTEMS FOR

STEEL. Contractor is responsible for all necessary approvals for abrasiveblasting and for performing abrasive-blasting operations in compliance with the requirements of OSHA and NIOSH (National Institute for Occupational Safety and Health) Standard PB-246-697.

- E. Cracks in the areas where loose or deteriorated concrete have been removed or in areas where the FRP will be installed shall be repaired using a crack repair system for non-moving and load bearing cracks.
- F. Mechanically prepare the concrete substrate to obtain an exposed aggregate surface with a minimum surface profile of +/- 1/8 in. (CSP 7-8 per ICRI Guidelines). Saturate surface with clean water. Substrate should be saturated surface dry (SSD) with no standing water during application.

3.02 Mixing and Application

- A. Perform mixing in compliance with manufacturer's instructions.
- B. Placement Procedure: Pre-wet surface to SSD (Saturated Surface Dry) with no standing water. Ensure good intimate contact with the substrate is achieved. To accomplish this, material should be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. If repair area is too large to fill while scrub coat is still wet use Sika Armatec 110 EpoCem or approved equivalent in lieu of scrub coat. After filling, consolidate, then screed. Allow concrete to set to desired stiffness, then finish with trowel, manual or power, for smooth surface. Broom or burlap drag for rough surface.
- C. Alternatively the material may be poured or pumped into formed areas. To ensure proper filling and adhesion vibrate the material during placement or pump the repair material under pressure. Vibrate form while pouring or pumping. Pump with a variable pressure pump. Continue pumping until a 3 to 5 psi increase in normal line pressure is evident then STOP pumping. Form should not deflect. Vent to be capped when steady flow is evident, and forms stripped when appropriate.
- D. As per ACI recommendations for portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water or a waterbased* compatible curing compound. Moist curing should commence immediately after finishing. Protect newly applied material from rain, sun, and wind until compressive strength is 70% of the 28-day compressive strength. To prevent from freezing cover with insulating material. Setting time is dependent on temperature and humidity.

*Pretesting of curing compound is recommended.

E. Adhere to all procedures, limitations and cautions for the portland cement mortar in the manufacturers current printed technical data sheet and literature.

3.03 Cleaning

- F. The uncured portland cement mortar can be cleaned from tools with water. The cured portland cement mortar can only be removed mechanically.
- G. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

END OF SECTION

SECTION 099870 COATING SYSTEMS FOR STEEL

Part 1 – General

1.01 Summary

A. This specification describes the use of a 3-component, epoxy-modified, cementitious, anti-corrosion coating for reinforcing steel in concrete rehabilitation.

1.02 Quality Assurance

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
- C. Install materials in accordance with all safety and weather conditions required by manufacturer, or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

1.03 Delivery, Storage, and Handling

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.04 Job Conditions

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 40°F (5°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified coating.

1.05 Submittals

A. Submit two copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).

1.06 Warranty

A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

Part 2 – Products

2.01 Manufacturers

A. Sika Armatec 110 EpoCem, as manufactured by Sika Corporation, is considered to conform to the requirements of this specification.

2.02 Materials

- A. Epoxy resin/portland cement adhesive shall be Sika Armatec 110 EpoCem or approved equivalent.
 - 1. Component "A" shall be an epoxy resin/water emulsion containing suitable viscosity control agents. It shall not contain butyl glycidyl ether.
 - 2. Component "B" shall be primarily a water solution of a polyamine.
 - 3. Component "C" shall be a blend of selected portland cements and sands.
 - 4. The material shall not contain asbestos.

2.03 Performance Criteria

- A. Properties of the mixed epoxy resin/portland cement adhesive.
 - 1. Pot Life: 90 minutes @ 73° F
 - Contact Time: 95°F (35°C) 6 hours 80-95F (26-35C) 6 Hours 65-79F (18-26C) 12 Hours 50-64F (10-17C) 16 Hours 40-49F (4-9C) wet on wet
 - 3. Color: dark gray
- B. Properties of the cured epoxy resin/portland cement adhesive.
 - 1. Compressive Strength (ASTM C-109)
 - a. 3 day: 4500 psi (31.0 MPa)
 - b. 7 day: 6500 psi (44.8 MPa)
 - c. 28 day: 8500 psi (58.6 MPa)
 - 2. Splitting Tensile Strength (ASTM C-496)
 - a. 28 days: 600 psi (4.1 MPa)

- 3. Flexural Strength (ASTM C-348)
 - a. 1250 psi (8.6 MPa)
- 4. Bond Strength ASTM C-882 at 14 days
 - a. Wet on Wet, 0-hr. open time: 2800 psi (19.3 MPa)
 - b. 24-hr. open time: 2600 psi (17.9 MPa)
- 5. Bond of Steel Reinforcement to Concrete (Pullout Test)
 - a. Sika Armatec 110 EpoCem coated: 625-psi (4.3 MPa)
 - b. Epoxy coated: 508 psi (3.5 MPa)
 - c. Plain Reinforcement: 573 psi (3.95 MPa)
- 6. The epoxy resin/portland cement adhesive shall not produce a vapor barrier.
- 7. Material must be proven to prevent corrosion of reinforcing steel when tested under the procedures as set forth by the Federal Highway Administration Program Report No. FHWA/RD86/193. Proof shall be in the form of an independent testing laboratory corrosion report showing prevention of corrosion of the reinforcing steel.

Note: Tests above were performed with material and curing conditions at 73°F and 45-55% relative humidity.

Part 3 – Execution

3.01 Mixing and Application

- A. Mixing the epoxy resin: Shake contents of Components "A" and Component "B". Completely empty both components into a clean, dry mixing pail. Mix thoroughly for 30 seconds using a jiffy paddle with a low-speed (400-600 rpm) drill. Slowly add the entire contents of Component "C" while continuing to mix for 3 minutes until uniform with no lumps. Mix only that quantity that can be applied within its pot life.
- B. Placement procedure:
 - 1. Apply to prepared steel surface with a stiff-bristle brush, or "hopper type" spray equipment at 20 mils minimum thickness. Properly coat the underside of the totally exposed steel. Allow to dry (approx. 2 3 hours) then apply a second coat at 20 mils minimum thickness. Allow drying again before placing repair mortar.
- C. Adhere to all limitations and cautions for the epoxy resin/portland cement adhesive in the manufacturer's current printed literature.

3.02 Cleaning

- D. The uncured epoxy resin/portland cement adhesive can be cleaned from tools with water. The cured epoxy resin/portland cement adhesive can only be removed mechanically.
- E. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

END OF SECTION

SECTION 099880 PROTECTIVE COATINGS

Part 1 – General

1.01 Summary

A. This specification describes the coating of the exposed concrete surfaces within the mechanical basement crawlspace with an anti-carbonation, protective coating.

1.02 Quality Assurance

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001:2008 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by manufacturer's representative
- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

1.03 Delivery, Storage, and Handling

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.04 Job Conditions

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 45°F (7°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified material.

1.05 Submittals

- C. Submit two copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).
- D. Submit copy of Certificate of Approved Contractor status by manufacturer.

1.06 Warranty

A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

Part 2 – Products

2.01 Manufacturer

- A. Sikagard 670W, as manufactured by Sika Corporation, 1682 Marion Williamsport Road, Marion, Ohio, 43302 is considered to conform to the requirements of this specification.
- B. Sikagard Elastic Textured Base Coat, manufactured by SikaCorporation 1682 Marion Williamsport Road, Marion, Ohio 43302 is considered to conform to requirements of this specification
- C. Sikagard 552W Primer or SikaLatex R, as manufactured by Sika Corporation, 1682 Marion Williamsport Road, Marion, Ohio, 43302 is considered to conform to the requirements of this specification.

2.02 Materials

- A. Protective Acrylic Coating:
 - 1. Product shall be 100% Acrylic Emulsion with the following properties:
 - a. Non-vapor barrier
 - b. Must resist ingress of chlorides
 - c. Must resist ingress of carbon dioxide
 - d. The material shall be non-combustible, both before and after cure.
- B. Elastomeric Acrylic Textured Base Coating:
 - 1. Product shall be 100% Acrylic Emulsion with the following properties:
 - a. Water vapor permeable
 - b. Can bridge dynamically moving cracks
 - c. Crack bridging properties maintained at low temperatures
- C. Surface Conditioner / Adhesion Promoter:
 - 1. Product shall be a water-based acrylic surface conditioner/ primer and promote adhesion of acrylic coatings.

- a. Solids content 12.5% 20% by volume
- b. Recoat time 4- 24 hours

2.03 Performance Criteria

- D. A. Properties of the protective acrylic coating:
 - 1. Pot Life: indefinite
 - 2. Tack Free Time 1 Hour @ 73oF, 50% Relative Humidity. Final Cure < 24 Hours
 - Carbon Dioxide Diffusion: μCO2 1,100,000. Carbon Dioxide Diffusion Resistance at 5 mils (120 microns) SdCO2 = 433 ft. (132 m) equivalent air thickness. i.e. Approx. 13-in. of standard concrete cover.
 - 4. Water Vapor Diffusion: μH2O 13,140. Water Vapor Diffusion Resistance at 5 mils (120 microns) SdH2O = 1.3 ft. (0.4 m) equivalent air thickness.
 - 5. Moisture Vapor permeability (ASTM E96) 17.9 perms.
 - 6. Solids content: By weight: 60%. By Volume: 46%.
 - 7. Flame spread and smoke development (ASTM E-84-94).
 - 8. Flame Spread 0
 - 9. Smoke Development 5
 - 10. Class Rating A
 - 11. Resistance to wind driven rain (TT-C-555B): No passage of water through coating.

Note: Tests above were performed with the material and curing conditions @ $71^{\circ}F - 75^{\circ}F$ and 45-55% relative humidity.

Part 3 – Execution

3.01 Surface Preparation

A. Substrate must be clean, sound, and free of surface contaminants. Remove dust, laitance, grease, oils, curing compounds, form release agents and all foreign particles by mechanical means. Substrate shall be in accordance with ICRI Guideline No. 03732 for coatings and fall within CSP1 to CSP3.

3.02 Mixing and Application

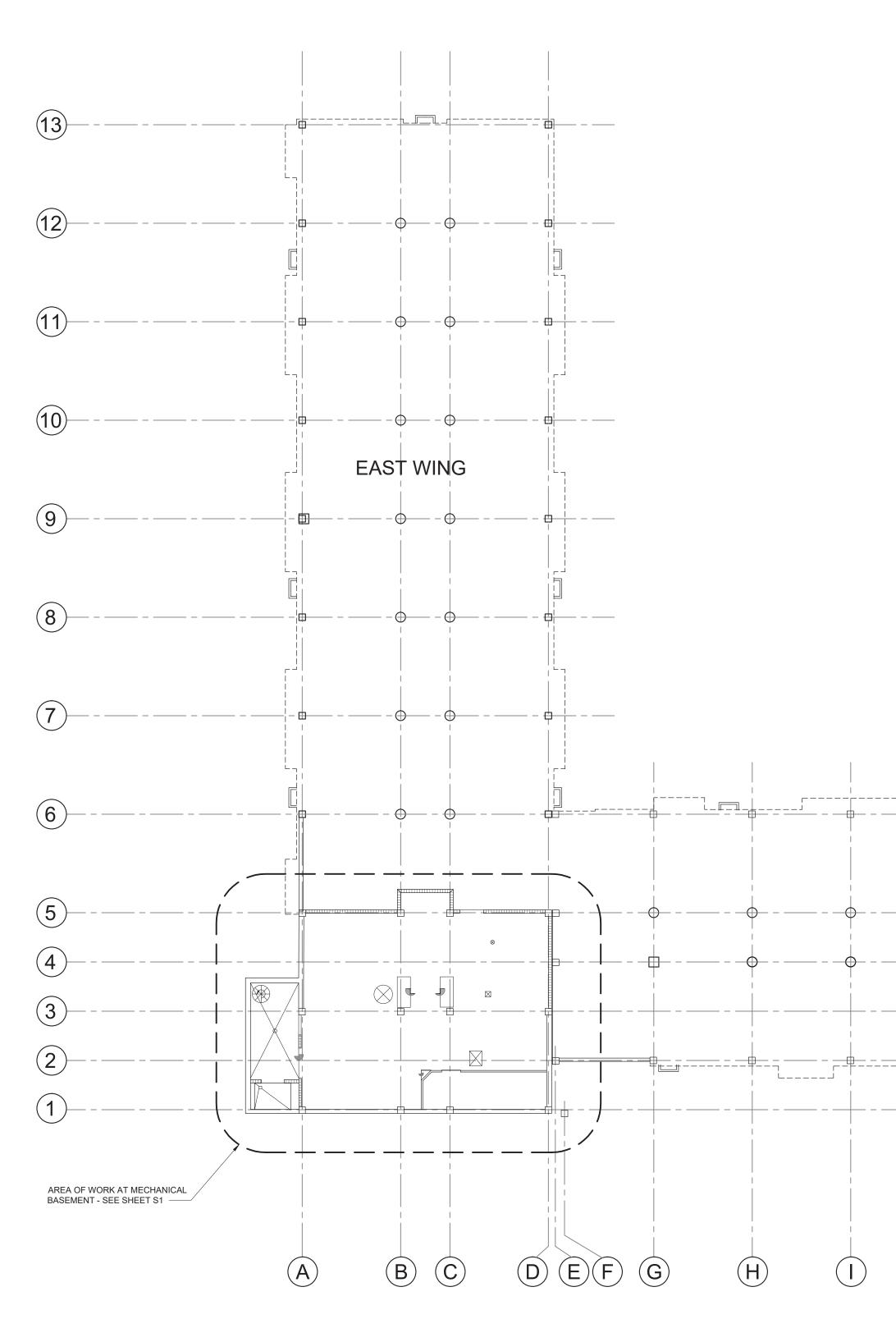
A. Mixing: Stir materials to ensure uniformity using a low speed (400-600 rpm) drill and paddle. To minimize color variation, blend two batches of material (boxing).

- B. Coating Application: Apply by brush, roller, or spray over entire area moving in one direction. A minimum of two coats are required. Each coat should be applied at a rate not to exceed 250-sq. ft. per gallon. Total dry film thickness shall be a minimum 2.5 – 3 dry mils per coat. Allow a minimum of 1 hour prior to re-coating.
- C. When applying the coating, never stop the application until the entire surface has been coated. Always stop application at an edge, corner, or joint. Never let a previously coated film dry; always coat into a wet film. Always apply the coating at a 45 degree angle to an edge, corner, or joint.
- D. If substrate has been previously coated and presents a "chalky" condition, apply 1 coat of Sikagard 552W, Sika Latex R, or approved equivalent primer/surface conditioner by brush, roller, or spray at a rate not to exceed 300 sq. ft. per gallon.
- E. Adhere to all limitations and cautions for the acrylic coating in the manufacturer's printed literature.

3.03 Cleaning

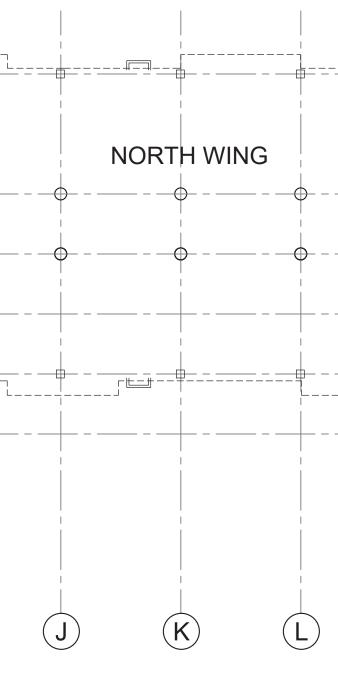
- A. The uncured acrylic coating can be cleaned from tools with water. The cured acrylic coating can only be removed mechanically.
- B. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

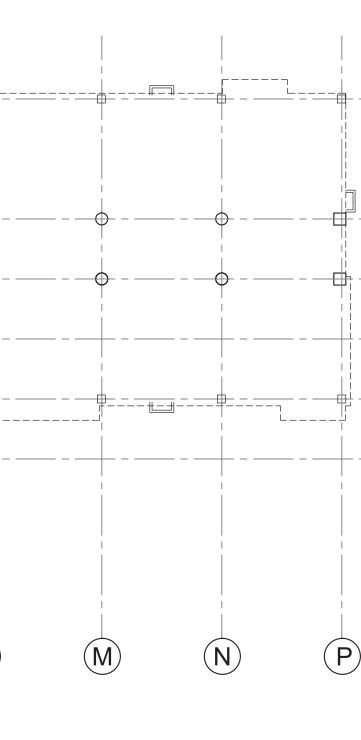
END OF SECTION



GENERAL NOTES:

- GENERAL REQUIREMENTS 1. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND OTHER PROJECT DRAWINGS BY OTHER DISCIPLINES. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CODES LISTED BELOW. 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS RELATING TO
- EXISTING CONDITIONS PRIOR TO COMMENCING FABRICATION OR CONSTRUCTION. 3. EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS IS BASED ON AVAILABLE CONSTRUCTION DOCUMENTS AND SITE OBSERVATIONS. THESE CONSTRUCTION DOCUMENTS ARE AVAILABLE FOR THE CONTRACTOR'S REVIEW; HOWEVER, THEY MAY NOT NECESSARILY REPRESENT EXISTING CONDITIONS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD-VERIFYING PERTINENT INFORMATION. 4. EXISTING CONDITIONS THAT REQUIRE MODIFICATIONS TO THE DESIGN OF THE
- PROPOSED CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- 5. CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION METHODS USED WILL NOT CAUSE DAMAGE TO ADJACENT BUILDINGS, UTILITIES, OR OTHER PROPERTY.
- 6. CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH EXISTING WORK, E.G., ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, OR OTHER UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REINSTALLATION OF EXISTING WORK TO FACILITATE THE CONSTRUCTION. 7. CONTRACTOR SHALL RESTORE EXISTING WORK THAT IS DAMAGED DURING CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN ITS CONDITION AT THE
- TIME OF THE START OF WORK. 8. CONTRACTOR SHALL OBTAIN COPIES OF THE LATEST CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA, AND PROVIDE THE RELEVANT PORTIONS TO ALL SUB-CONTRACTORS AND SUPPLIERS PRIOR TO SUBMITTAL OF SHOP DRAWINGS AND FABRICATION AND ERECTION OF STRUCTURAL MEMBERS.
- 9. CONTRACTOR SHALL COMPARE AND COORDINATE THE DRAWINGS OF ALL DISCIPLINES AND REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS TO THE ENGINEER.
- 10. DETAILS LABELED "TYPICAL" SHALL APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. SEE DETAIL TITLES FOR APPLICABILITY OF A PARTICULAR DETAIL. TYPICAL DETAILS SHALL APPLY WHETHER OR NOT THEY ARE SPECIFICALLY KEYED AT EACH LOCATION. THE ENGINEER SHALL HAVE FINAL AUTHORITY TO DETERMINE APPLICABILITY OF TYPICAL DETAILS. 11. WHERE CONFLICTS EXIST BETWEEN STRUCTURAL DOCUMENTS, THE STRICTEST REQUIREMENTS, AS INDICATED BY THE ENGINEER, SHALL GOVERN.
- CONSTRUCTION RESPONSIBILITY 1. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES, AND SEQUENCES, AND FOR JOB SAFETY. 2. THE ENGINEER DOES NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES,
- OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- 3. THE DESIGN AND PROVISION OF ALL TEMPORARY SUPPORTS SUCH AS GUYS, BRACES, FALSEWORK, CRIBBING, SHORING, OR ANY OTHER TEMPORARY ELEMENTS REQUIRED FOR THE EXECUTION OF THE CONTRACT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. TEMPORARY SUPPORTS SHALL NOT RESULT IN THE OVERSTRESS OR DAMAGE OF THE ELEMENTS TO BE BRACED OR ANY ELEMENTS USED AS BRACE SUPPORTS.
- 4. UNLESS OTHERWISE STATED IN THE CONTRACT DOCUMENTS, SITE OBSERVATIONS PERFORMED BY THE ENGINEER ARE TO REVIEW THE GENERAL CONFORMANCE OF THE CONSTRUCTION WITH THE STRUCTURAL CONTRACT DOCUMENTS. THESE LIMITED OBSERVATIONS SHOULD NOT BE CONSTRUED AS CONTINUOUS OR EXHAUSTIVE TO VERIFY THAT ALL CONSTRUCTION IS IN COMPLIANCE WITH THE
- CONSTRUCTION DOCUMENTS. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL WORK IN COMPLIANCE WITH THE CONSTRUCTION DOCUMENTS.
- BUILDING CODE AND DESIGN SPECIFICATIONS 1. GENERAL BUILDING CODE:
- a. 2015 INTERNATIONAL BUILDING CODE.
- 2. CONCRETE:
- EDITION).
- 3. MASONRY: a. BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530/ASCE
- 5/TMS 402 LATEST EDITIONS). b. SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1/ASCE 6/TMS 602 -LATEST EDITIONS).
- DESIGN LOADS
- 1. DEAD LOADS INCLUDE THE WEIGHT OF THE STRUCTURE COMPONENTS AND ALLOWANCES FOR PERMANENT PARTITIONS, FIXTURES, FINISHES, AND MECHANICAL
- ITEMS. 2. DESIGN LIVE LOADS ARE AS FOLLOWS:
- ROOF.... PUBLIC ROOMS AND CORRIDOES SERVING THEM ...
- PRIVATE ROOMS AND CORRIDORS SERVING THEM 3. LIVE LOAD REDUCTIONS, WHERE PERMISSIBLE, ARE IN ACCORDANCE WITH THE BUILDING CODE
- CONCRETE REHABILITATION AND STRENGTHENING 1. CONCRETE REHABILITATION AND STRENGTHENING SHALL BE COORDINATED WITH THE DRAINAGE IMPROVEMENTS DRAWINGS AND SPECIFICATIONS PREPARED BY BOWMAN CONSULTING (CIVIL DRAWINGS), SPECIFICALLY WITH REGARDS TO SILT
- REMOVAL AND CRAWLSPACE DRAINAGE/MOISTURE REMEDIATION. 2. CONCRETE REHABILITATION/STRENGTHENING PROCEDURES AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS.
- 3. CONTRACTOR SHALL STAGGER COLUMN REHABILITATION SUCH THAT REHABILITATION IS NOT PERFORMED SIMULTANEOUSLY ON ADJACENT COLUMNS. THE SEQUENCING OF COLUMN REHABILITATION SHALL BE APPROVED BY THE ENGINEER.
- 4. CONTRACTOR SHALL RESTRICT PUBLIC ACCESS WITHIN THE TRIBUTARY AREAS OF COLUMNS UNDERGOING REHABILITATION OVER THE DURATION OF THE REPAIRS AND CURING OF CONCRETE REPAIR MATERIAL. 5. ALL REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 UNLESS NOTED OTHERWISE
- IN THE CONTRACT DOCUMENTS.
- 6. CONCRETE COVER OF REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ACI 318, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
- 7. DESIGN OF FIBER REINFORCED POLYMER (FRP) COLUMN REINFORCEMENT AND FIREPROOFING CONFORMING TO THE MINIMUM REQUIREMENTS OF THE SPECIFICATIONS SHALL BE PROVIDED BY THE CONTRACTOR, VIA SUBMITTAL AS DESCRIBED BELOW, FOR APPROVAL BY THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.
- 8. CONTRACTOR SHALL REINSTATE DISTURBED/REMOVED COATINGS, WITHIN THE AREA OF WORK TO MATCH EXISTING.





- a. BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318 LATEST

 - ..20PSF ..100PSF
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- CONCRETE MASONRY UNIT REPAIRS
- 1. REFER TO DRAWINGS FOR THE EXTENT AND LOCATION OF CONCRETE MASONRY UNIT WALL REPAIRS.
- 2. CONCRETE MASONRY UNITS SHALL BE LOAD BEARING TYPE CONFORMING TO ASTM C-90 AND HAVING A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI (NET AREA). 3. THE FINISH OF CONCRETE MASONRY UNITS SHALL MATCH EXISTING.
- 4. MORTAR SHALL CONFORM TO ASTM C-270 TYPE N OR TYPE S.
- 5. MASONRY WALL SURFACE REPAIR MATERIAL SHALL BE SIKA MONOTOP 620 OR
- APPROVED EQUIVALENT INSTALLED PER MANUFACTURERS SPECIFICATIONS. 6. CONTROL JOINTS SHALL BE PROVIDED BETWEEN THE STRUCTURAL COLUMNS AND MASONRY REPAIRS, AS INDICATED ON THE DRAWINGS. CONTROL JOINT SEALANT SHALL BE DOW CORNING 795 SILICONE BUILDING SEALANT OR APPROVED EQUIVALENT INSTALLED WITH A ROUND FOAM BACKER ROD COMPATIBLE WITH SEALANT AND OVERSIZED 30 TO 50 PERCENT LARGER THAN JOINT WIDTH.
- 7. CONTRACTOR SHALL REINSTATE DAMAGED OR DISTURBED/REMOVED PAINT COATINGS WITHIN THE AREA OF WORK TO MATCH EXISTING.
- SHORING POSTS
- 1. ALL SHORING POSTS SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF CONCRETE REHABILITATION AND STRENGTHENING. 2. DESIGN AND SPECIFICATION OF THE SHORING POSTS SHALL BE PROVIDED BY THE
- CONTRACTOR, VIA SUBMITTAL AS DESCRIBED BELOW, FOR APPROVAL BY THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.
- 3. SHORING POSTS SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS:
- a. EACH SHORING POST SHALL BE PRIMARILY STEEL. b. EACH SHORING POST SHALL BE CAPABLE OF EXTENDING TO APPROXIMATELY 14'-4" TALL.
- c. EACH SHORING POST SHALL HAVE A MINIMUM UNIFORM BEARING AREA ON CONCRETE SURFACES OF 12" BY 12" (144 SQUARE INCHES).
- d. EACH SHORING POST SHALL BE CAPABLE OF SAFELY SUPPORTING A MINIMUM LOAD OF 20,000 POUNDS.
- 4. THE CENTER LINE OF THE SHORING POSTS SHALL BE PLACED WITHIN 16" OF COLUMN FACE.
- 5. SHORING SHALL BE PLACED OVER BEAMS AT THE BASEMENT FLOOR SLAB.
- 6. SHORING SHALL FIT TIGHTLY AGAINST TOP AND BOTTOM SURFACES. 7. THE CONTRACTOR SHALL FIELD-VERIFY ACTUAL SHORING POST LOCATIONS AND HEIGHT REQUIREMENTS.
- SPECIAL INSPECTIONS
- 1. THE OWNERS TESTING LABORATORY SHALL PROVIDE SPECIAL INSPECTION SERVICES IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE AND SPECIFICATIONS FOR THE FOLLOWING ITEMS:
- A.FIBER REINFORCED POLYMER (FRP) CONSTRUCTION

SUBMITTALS

- 2. THE GENERAL CONTRACTOR SHALL SUBMIT FOR STRUCTURAL ENGINEER REVIEW PRODUCT SUBMITTALS FOR THE FOLLOWING ITEMS:
- a. SHORING
- b. CONCRETE REHABILITATION MATERIALS c. FIBER-REINFORCED POLYMER (FRP) REINFORCEMENT AND FIREPROOFING
- d. CONCRETE MASONRY UNIT REPAIR MATERIALS e. CONTROL JOINT SEALANT AND BACKER ROD
- f. CONCRETE PROTECTIVE COATINGS
- g. PAINT COATINGS
- 3. SUBMITTALS SHALL INCLUDE SHOP DRAWINGS, DESIGN CALCULATIONS, PRODUCT DATA, CERTIFICATES, REPORTS, AND OTHER LITERATURE AS REQUIRED.
- 4. ALL CALCULATIONS AND SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS.
- 5. ALL SHOP DRAWINGS SHALL BE REVIEWED AND STAMPED BY THE CONTRACTOR PRIOR TO SUBMITTAL. THE CONTRACTOR SHALL CONFIRM THAT SHOP DRAWINGS
- HAVE BEEN COMPLETED AND CHECKED BY THE SUPPLIER PRIOR TO SUBMISSION. 6. CONTRACTOR SHALL PROVIDE SUBMITTALS IN ELECTRONIC PORTABLE DOCUMENT (PDF) FORMAT.
- 7. CHANGES OR ADDITIONS MADE ON RESUBMITTED SHOP DRAWINGS SHALL BE CLEARLY INDICATED, AND THE PURPOSE OF THE RESUBMITTAL SHALL BE NOTED ON THE TRANSMITTAL. REVIEW OF RESUBMITTED SHOP DRAWINGS SHALL BE LIMITED SPECIFICALLY TO THE ITEMS NOTED FOR CORRECTION ON THE PREVIOUS SUBMITTAL
- 8. THE ENGINEER'S REVIEW OF SHOP DRAWINGS IS FOR GENERAL CONFORMANCE OF THE DESIGN CONCEPT. CONTRACTOR SHALL SUBMIT A SCHEDULE OF SHOP DRAWING SUBMITTALS THAT IS ACCEPTABLE TO BOTH CONTRACTOR AND ENGINEER. AFTER THE CONTRACTOR HAS REVIEWED THE SHOP DRAWINGS, PROMPT REVIEW BY THE ENGINEER WILL BE MADE OF ALL SUBMITTALS. FOR LARGE SUBMITTALS, REASONABLE REVIEW TIME SHALL BE ALLOWED.
- 9. REPRODUCTION OF THESE CONTRACT DOCUMENTS BY ANYONE FOR USE IN SHOP DRAWINGS SHALL SIGNIFY THEIR ACCEPTANCE OF ALL INFORMATION SHOWN AS BEING CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR PROPER CHECKING AND COORDINATING OF DETAILS, DIMENSIONS, SIZES AND QUANTITIES AS REQUIRED TO FACILITATE COMPLETE AND ACCURATE FABRICATION AND CONSTRUCTION.

The seal appearing on this document was authorized by JOHN DANIEL BOSLEY, P.E. 117184 on 4/5/2018. This document is released for the purpose of CONSTRUCTION.

TEXAS CERTIFICATE OF

REGISTRATION NO. F-17167

EXPIRATION 12/31/2018

ISSUE DATE: APRIL 5, 2018

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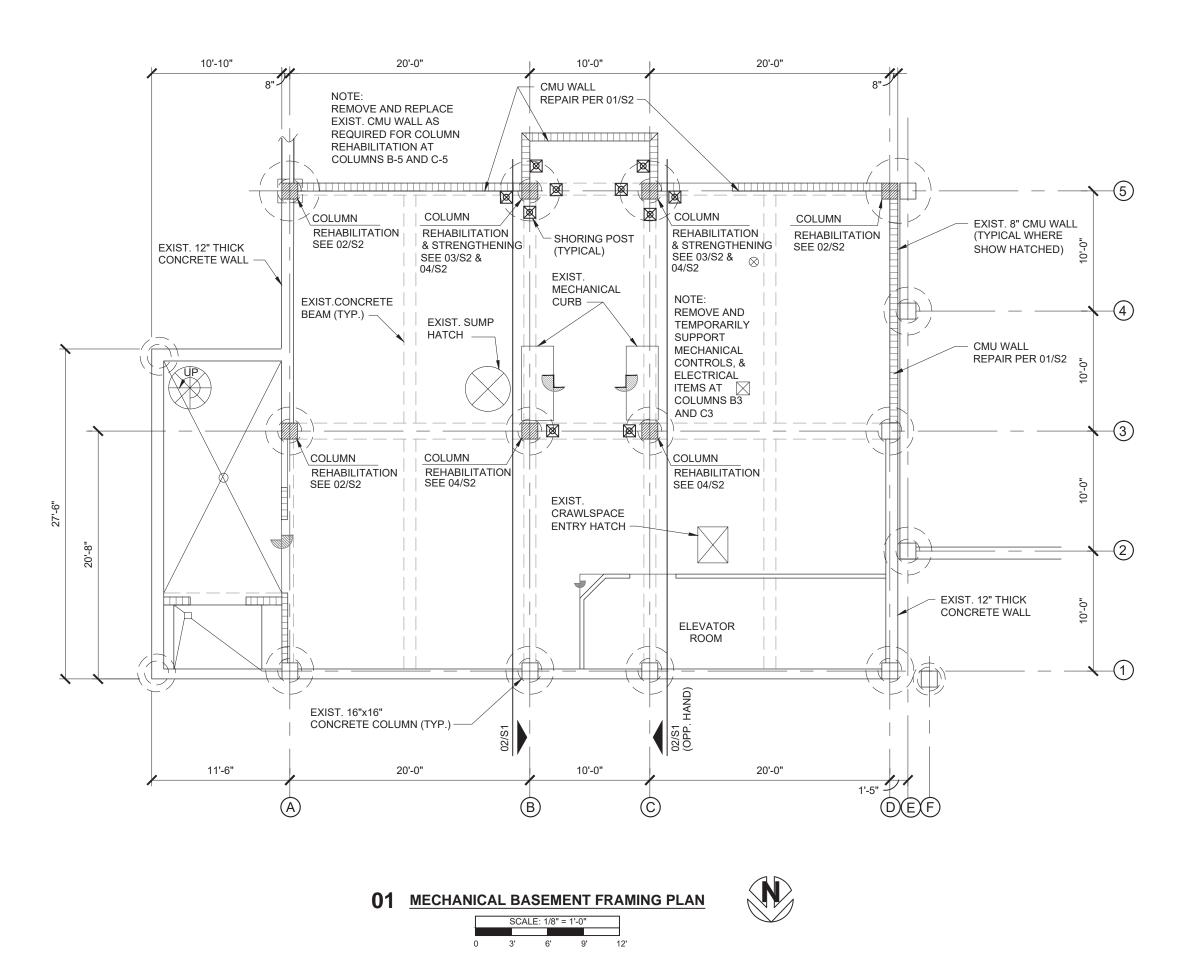
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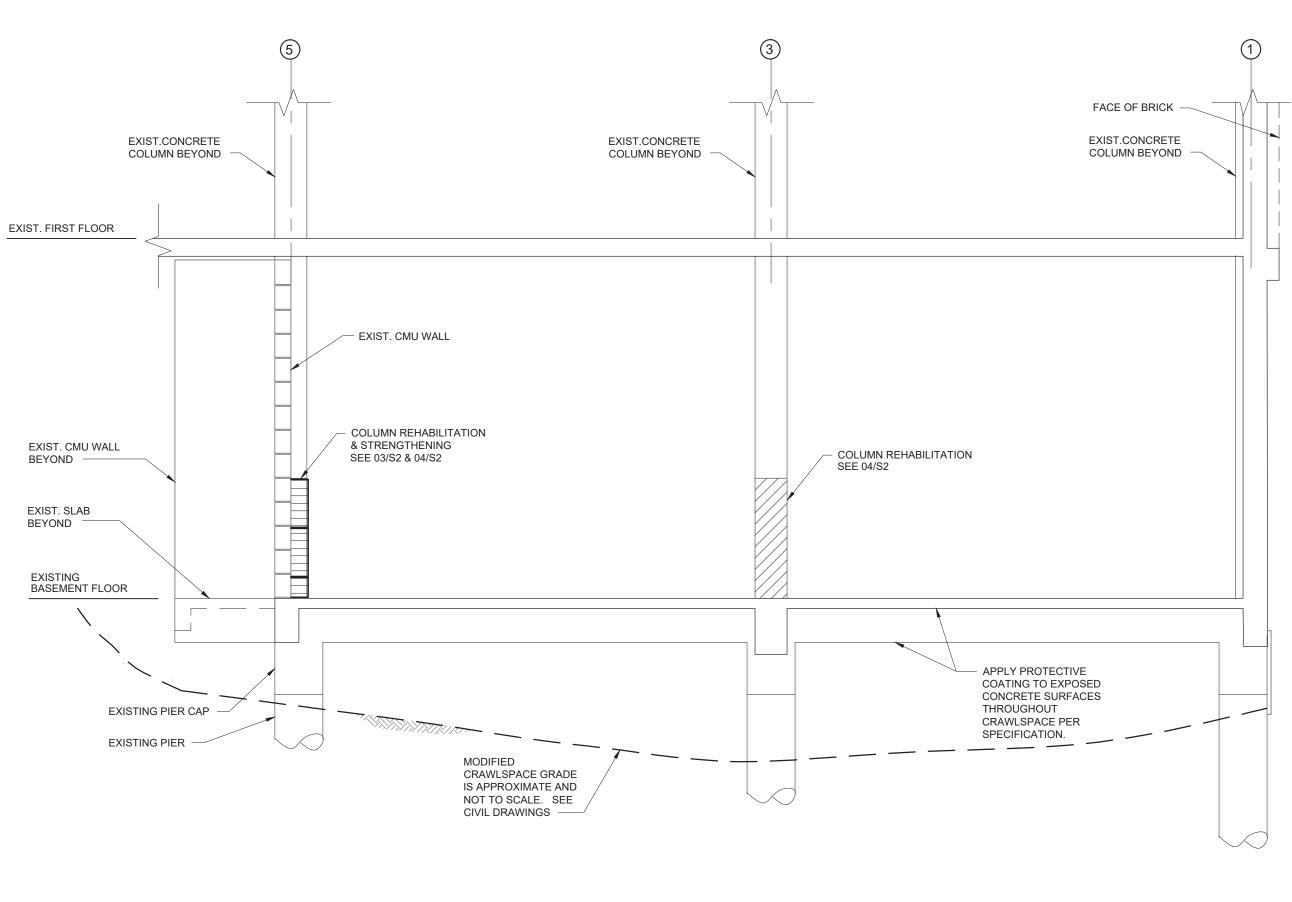
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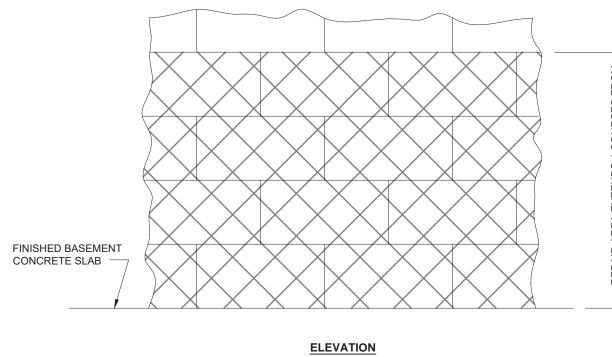
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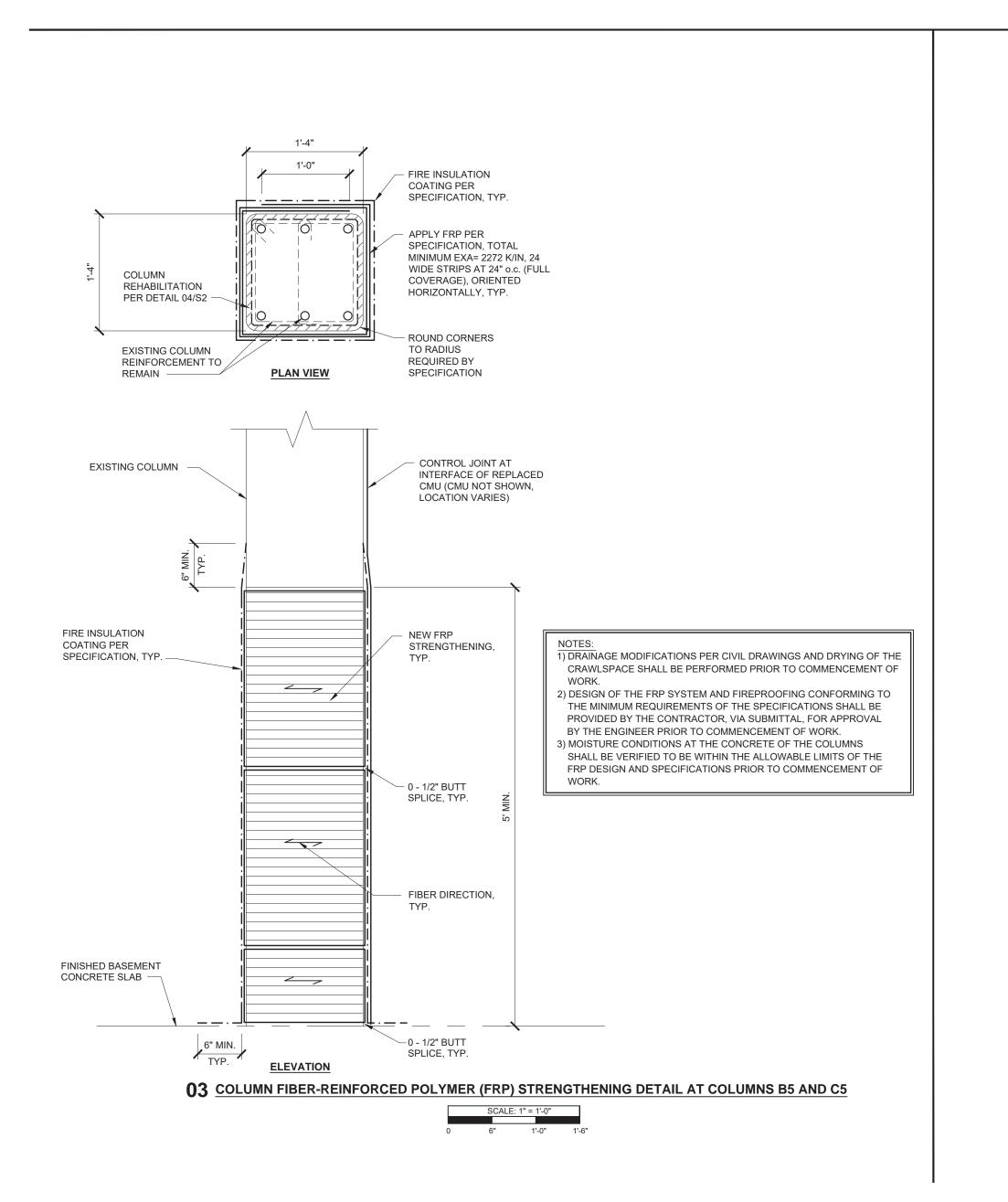
02 <u>SECTION ALONG GRIDS B AND C</u> SCALE: 1/4" = 1'-0" 0 1' 2' 3' 4' 5' 6' 7'

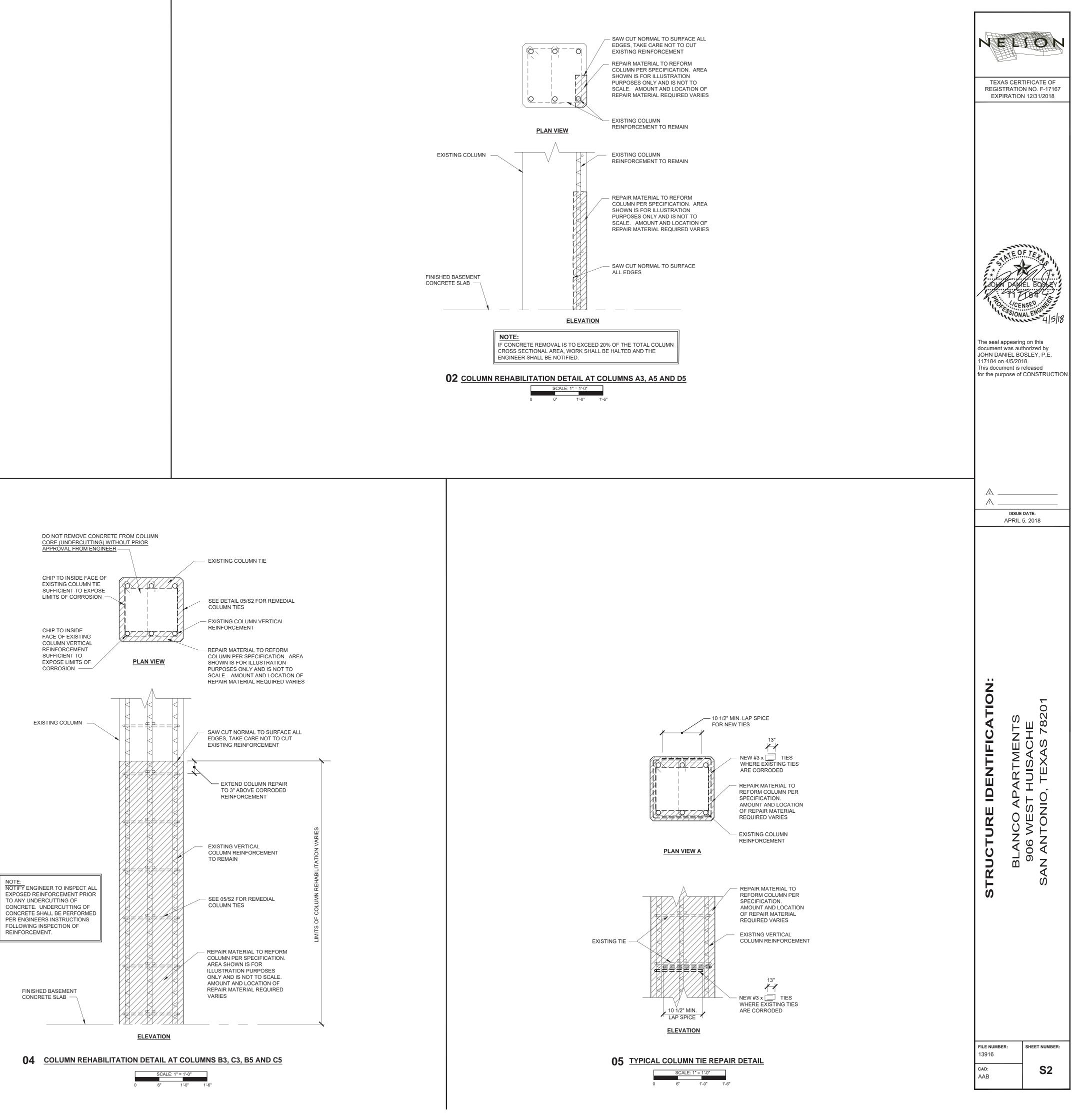
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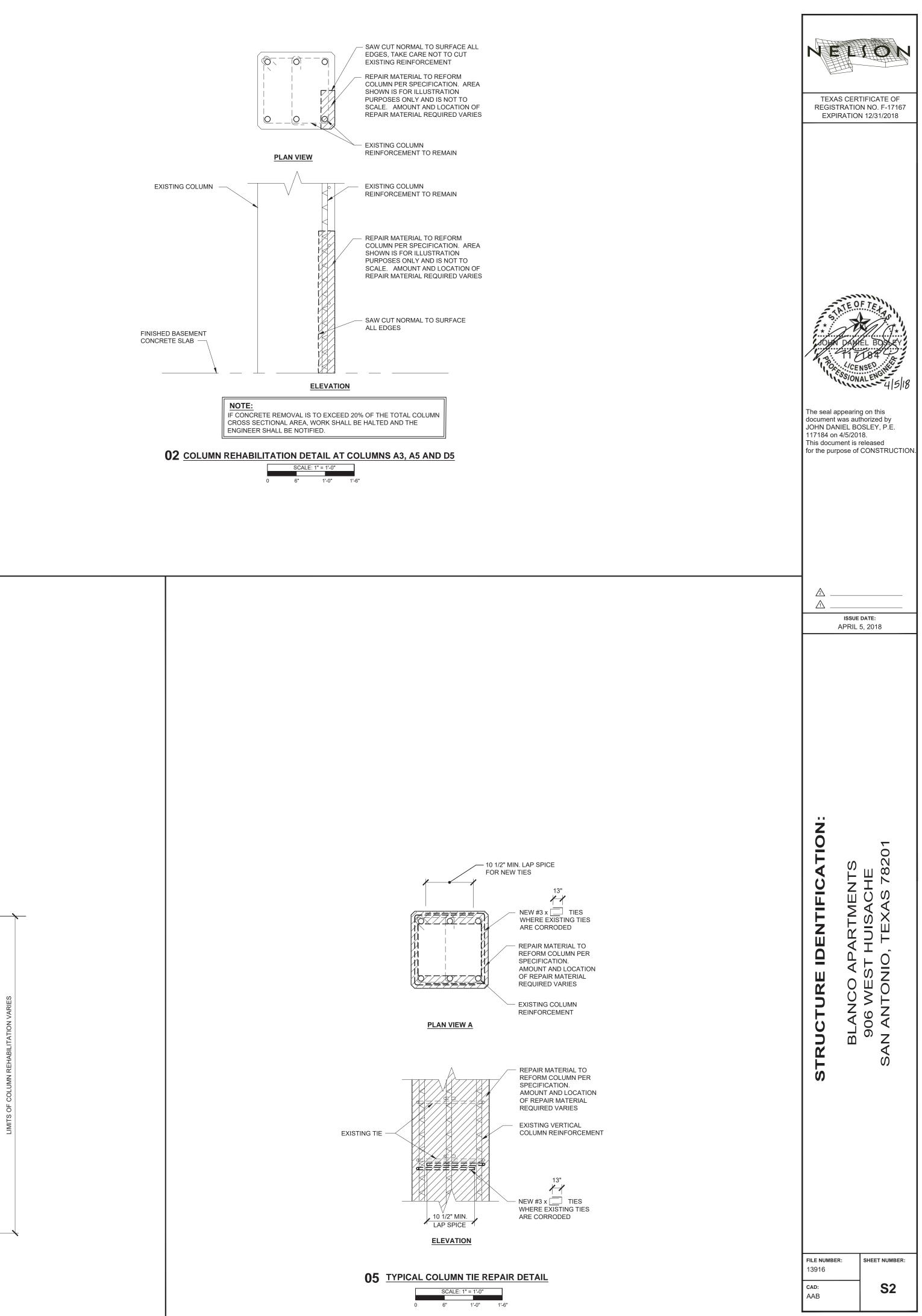


CONCRETE MASONRY UNIT WALL REPAIR PROCEDURE NOTES: 1) REMOVE PAINT, LOOSE/DELETERIOUS CONCRETE, AND OTHER BOND INHIBITING MATERIALS FROM THE LOWER PORTION OF THE CMU WALLS. 2) APPLY REPAIR MORTAR PER NOTES, AS REQUIRED, TO RESTORE THE SURFACE OF THE CMU WALLS. 3) PAINT CMU WALLS AND REPAIR MORTAR TO MATCH EXISTING.

01 CONCRETE MASONRY UNIT WALL REPAIR







DRAINAGE IMPROVEMENTS For **BLANCO APARTMENTS** 906 WEST HUISACHE AVENUE San Antonio, TX, 78201

OWNER:	SAN ANTONIO HOUSING AUTHORITY PO BOX 830428 SAN ANTONIO, TX, 78283
ENGINEER:	CHARLES R. WIRTANEN, P.E. BOWMAN CONSULTING GROUP 1120 S. CAPITOL OF TEXAS HWY., BLDG. 3, STE 220 AUSTIN, TEXAS 78746 512-327-1180
ROJECT ADDRESS:	906 WEST HUISACHE AVENUE SAN ANTONIO, TX, 78201
BENCHMARKS:	BENCHMARK LIST: - NAVD88 - BASED ON OPUS BM 070250-300: SQUARE ON CURB SET IN THE WEST RIGHT-OF-WAY OF BLANCO ROAD. ELEVATION = 752.56 FEET. BM 070250-301: SQUARE FOUND ON CONCRETE CURB IN THE NORTH RIGHT-OF-WAY OF MAGNOLIA AVENUE. ELEVATION = 756.12 FEET.
FLOOD NOTE:	THE SUBJECT TRACT IS SHOWN TO BE IN ZONE X, OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL NO. 48029C0385G, DATED SEPTEMBER 29, 2010.
	THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S).



PRESIDENT / CEO: DAVID NISIVOCCIA BOARD OF COMMISSIONERS:

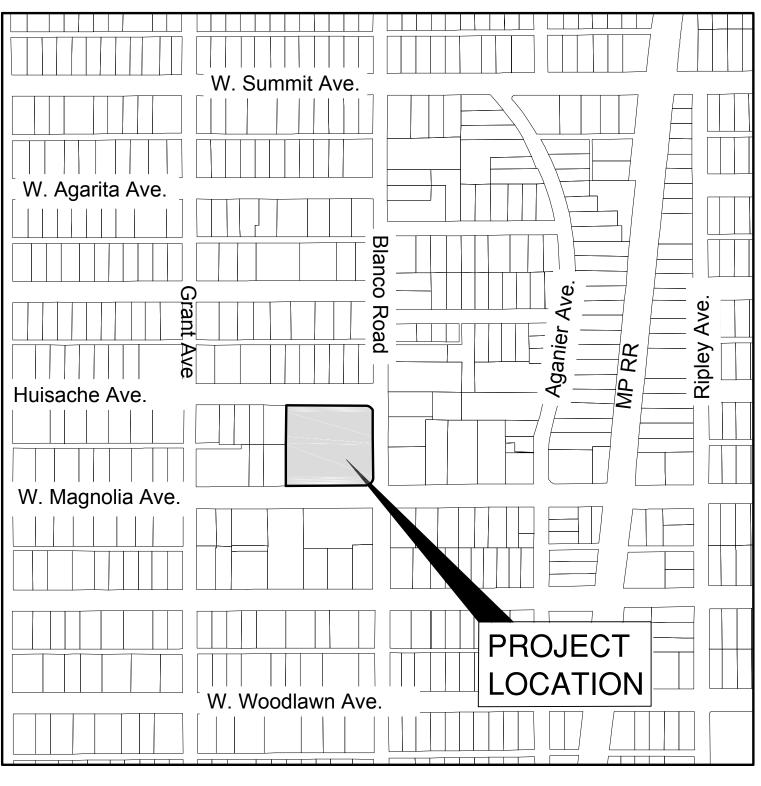
SAN ANTONIO HOUSING AUTHORITY

DR. MORRIS A. STRIBLING, D.P.M, BOARD CHAIRMAN CHARLES R. MUNOZ, VICE-CHAIRMAN THOMAS F. ADKISSON FRANCESCA CABALLERO CHARLES CLACK MARIE R. McCLURE JESSICA WEAVER

REVISIONS / CORRECTIONS

NUI	MBER	DATE	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO.'S	TOTAL # SHEETS IN PLAN SET

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SITE LOCATION N.T.S

OWNER: SAN ANTONIO HOUSING AUTHORITY 818 South Flores St. San Antonio, TX, 78204

Phone: (210) 477 - 6262

ENGINEER:

BOWMAN CONSULTING GROUP, LTD 1120 S. Capital of Texas Hwy Building 3, Ste 220 Austin, Texas 78746 [Tel] 512.327.1180 [Fax] 512.327.4062

SURVEYOR: BOWMAN CONSULTING GROUP, LTD 1120 S. Capital of Texas Hwy Building 3, Ste 220 Austin, Texas 78746 [Tel] 512.327.1180 [Fax] 512.327.4062



TBPE Firm Registration No. F-14309

Sheet List Table				
Sheet Number	Sheet Title			
C1	COVER SHEET			
C2	GENERAL NOTES			
C3	TOPOGRAPHIC SURVEY			
C4	EXISTING CRAWL SPACE DRAINAGE CONDITIONS			
C5	PROPOSED CRAWL SPACE GRADING			
C6	CRAWL SPACE IMPROVEMENTS PLAN			
C7	CRAWL SPACE IMPROVEMENT SECTIONS			

CHARLES R. WIRTANEN 55422

SUBMITTED FOR APPROVAL BY:

CHARLES R. WIRTANEN, P.E.

DATE

GENERAL NOTES:

1. THIS PROJECT REQUIRES APPROVAL AND INSPECTION BY THE CITY OF SAN ANTONIO.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE BUILDING CODES OF THE CITY OF SAN ANTONIO.

CONSTRUCTION SEQUENCE:

1. CONTRACTOR TO COORDINATE CONSTRUCTION WITH THE BUILDING INSPECTION DEPT OF THE CITY OF SAN ANTONIO.

2. DE-WATER AND DRY OUT THE CRAWL SPACE AREA UNDER THE MECHANICAL ROOM.

3. DETERMINE THE PRESENCE, LOCATION, CONDITION AND ELEVATION OF THE CRAWL SPACE DRAIN PIPE TO THE SUMP PUMP WET WELL.

4. VERIFY AND REPORT THE PRESENCE, LOCATION, CONDITION AND ELEVATION OF A FLOOR DRAIN IN THE FLOOR OF THE MECHANICAL ROOM ELEVATOR LIFT SUMP.

5. VERIFY AND REPORT THE PRESENCE, LOCATION, CONDITION AND ELEVATION OF THE FLOOR DRAIN PIPING IN THE FLOOR OF THE MECHANICAL ROOM ELEVATORACCESS SLAB

6. NOTIFY THE ENGINEER OF FINDINGS FOR ITEMS 2 THROUGH 5 ABOVE. 7. EXCAVATE AND GRADE THE SUBGRADE TO THE PROPOSED FINISHED

GRADES AS SHOWN IN THE PLANS. DISPOSE EXCESS MATERIALS IN A MANNER AND LOCATION TO BE APPROVED BY THE ENGINEER .

- 6. INSTALL 5 FT. ACCESS PAD AS SHOWN ON THE PLANS. 7. PREPARE SUBGRADE UNDER SUMP PUMP PROTECTION BASIN FOR INSTALLATION OF CRAWL SPACE LINER.
- 8. CONSTRUCT WALL AND FOOTINGS AS SHOWN ON THE PLANS.
- 9. INSTALL LINER IN THE SUMP PUMP PROTECTION BASIN.
- 10. INSTALL FORM A DRAIN AND OUTLET PIPES AS SHOWN ON THE PLANS.
- 11. VERIFY OPERATION OF EXISTING SUMP PUMP AND PIPE INTAKE.
- 12. INSTALL VENTILATION EQUIPMENT.

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13. REPAIR AND OR REPLACE EXISTING CRAWL SPACE DRAINAGE PIPING. FOR THE PURPOSES OF THIS CONTRACT, CONTRACTOR SHOULD ASSUME THAT ALL DRAINAGE PIPING UNDER THE CRAWL SPACE WILL BE REPLACED.

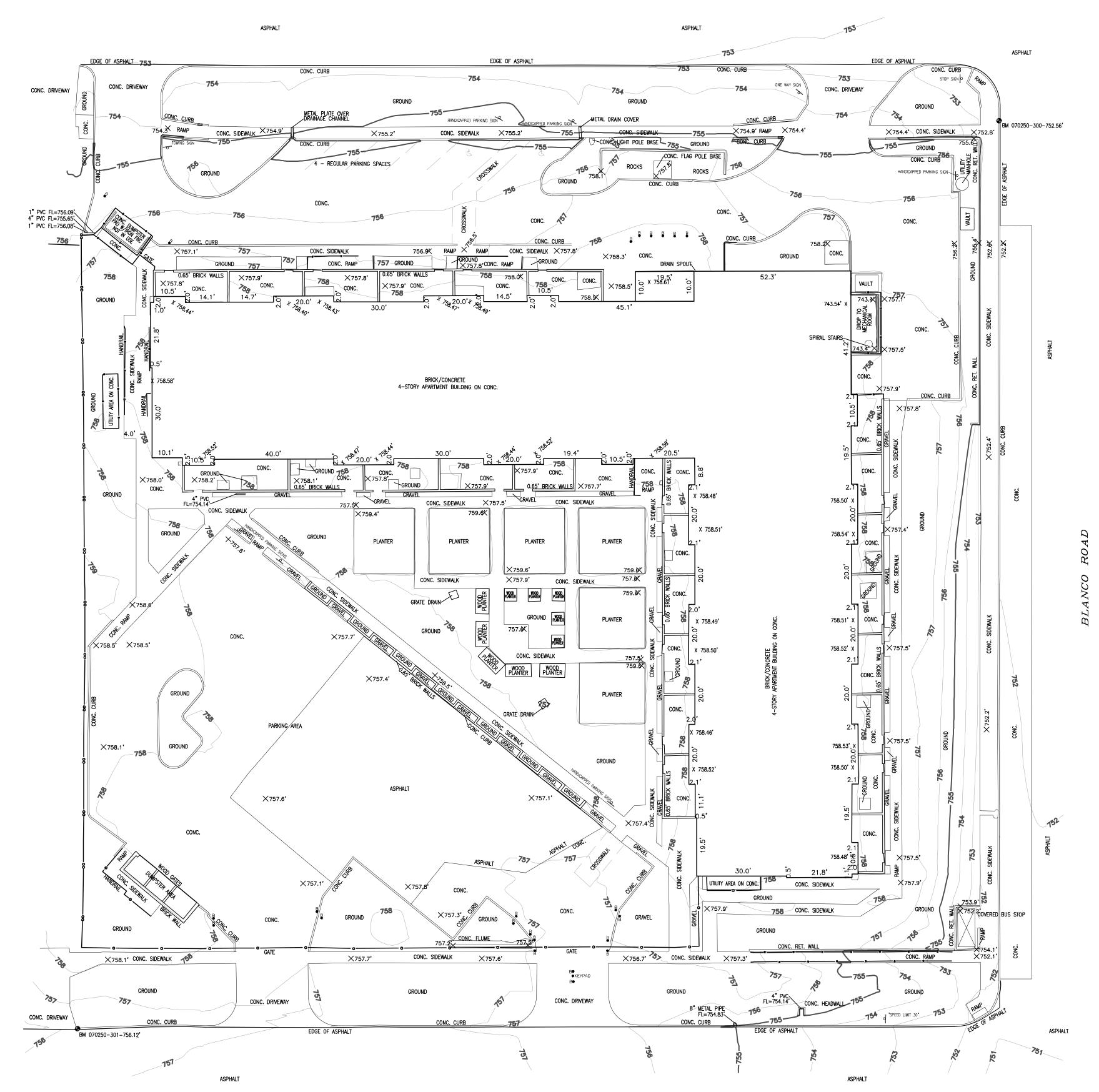
14. CONTRACTOR SHALL NOTIFY ENGINEER IF HE DETECTS AND DAYLIGHT OPENINGS AROUND THE FOUNDATION WALL PERIMETER. IF FOUND, PLANS FOR CORRECTION WILL BE ISSUED.

Building 3, Suite 220 Austin, Texas 78746	TBPE Firm No. F-14309 www.bowmanconsulting.com	© Bowman Consulting Group, Ltd.
BLANCO APARTMENTS	DRAINAGE REMEDIATION PLAN	SAN ANTONIO HOUSING AUTHORITY BEXAR COUNTY, TX
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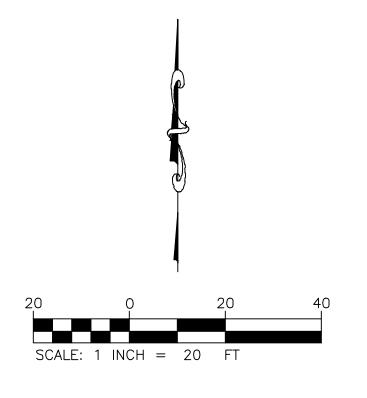


THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR FAILURE TO EXACTLY LOCATE AND PRESERVE ANT AND ALL UNDERGROUND UTILITIES.

HUISACHE AVENUE



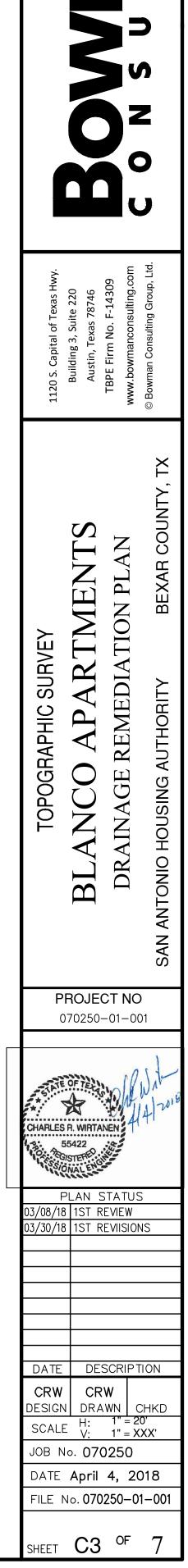
MAGNOLIA AVENUE



OCTOBER, 2018 CITY OF SAN ANTONIO BEXAR COUNTY, TEXAS

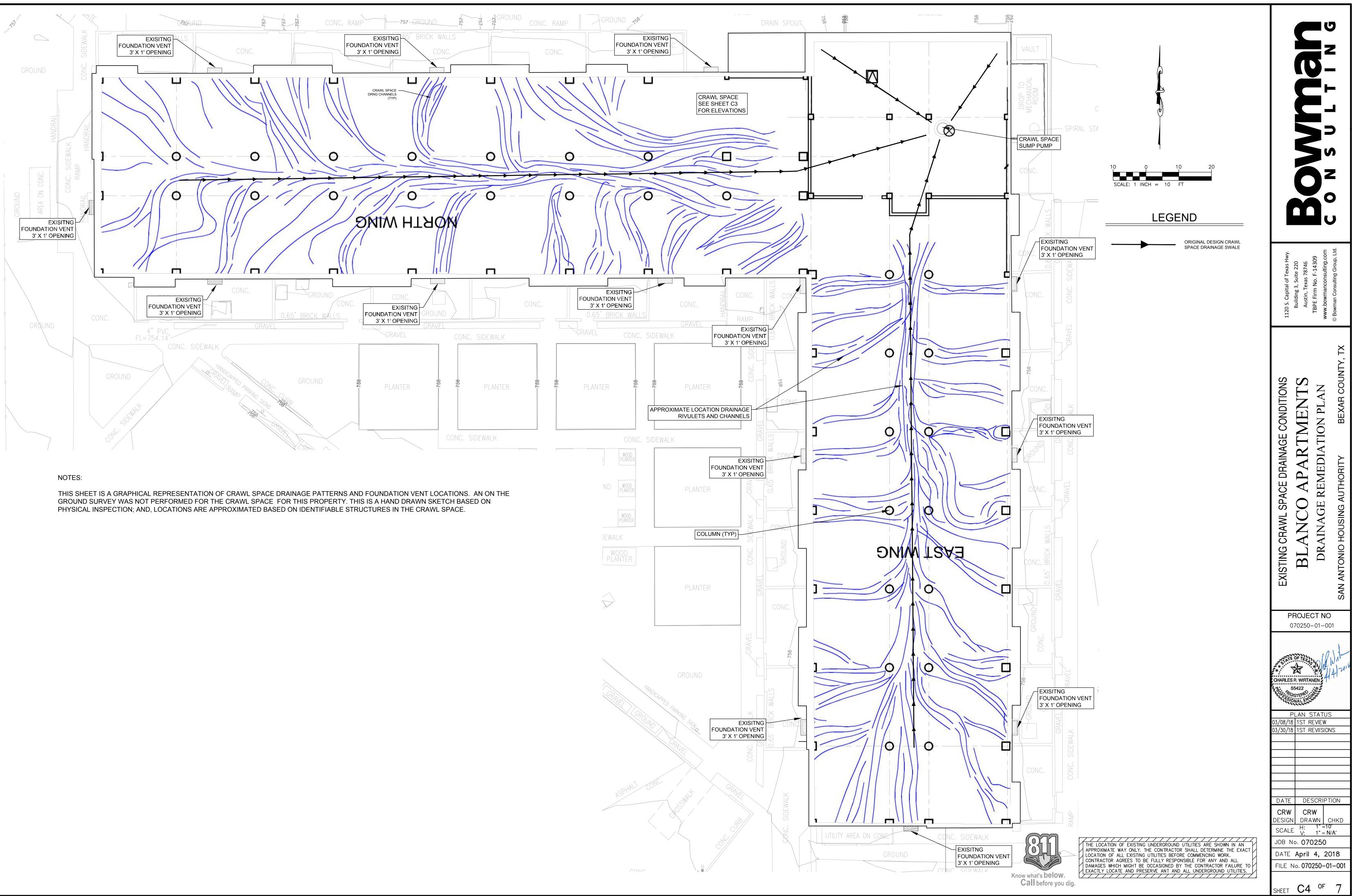
<u>LEGEND</u>

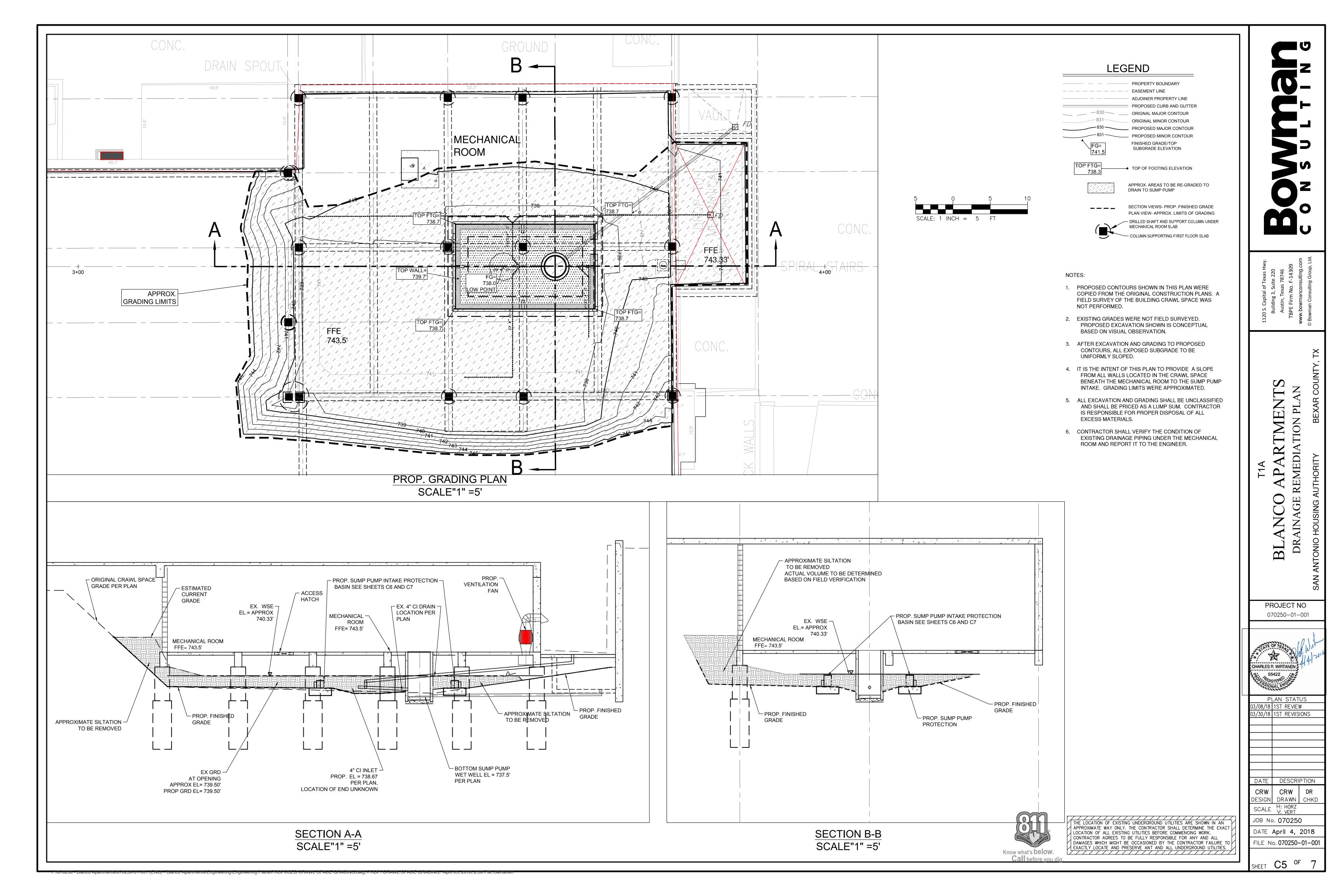
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G	GAS METER				
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¢	WALL CONNECTED STAND PIPE				
IR ⊗	IRRIGATION CONTROL VALVE				
(m)	WASTEWATER MANHOLE				
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C&G	CONCRETE CURB AND GUTTER				
FL	FLOW LINE ELEVATION				
X ^{100.00}	SPOT ELEVATION				

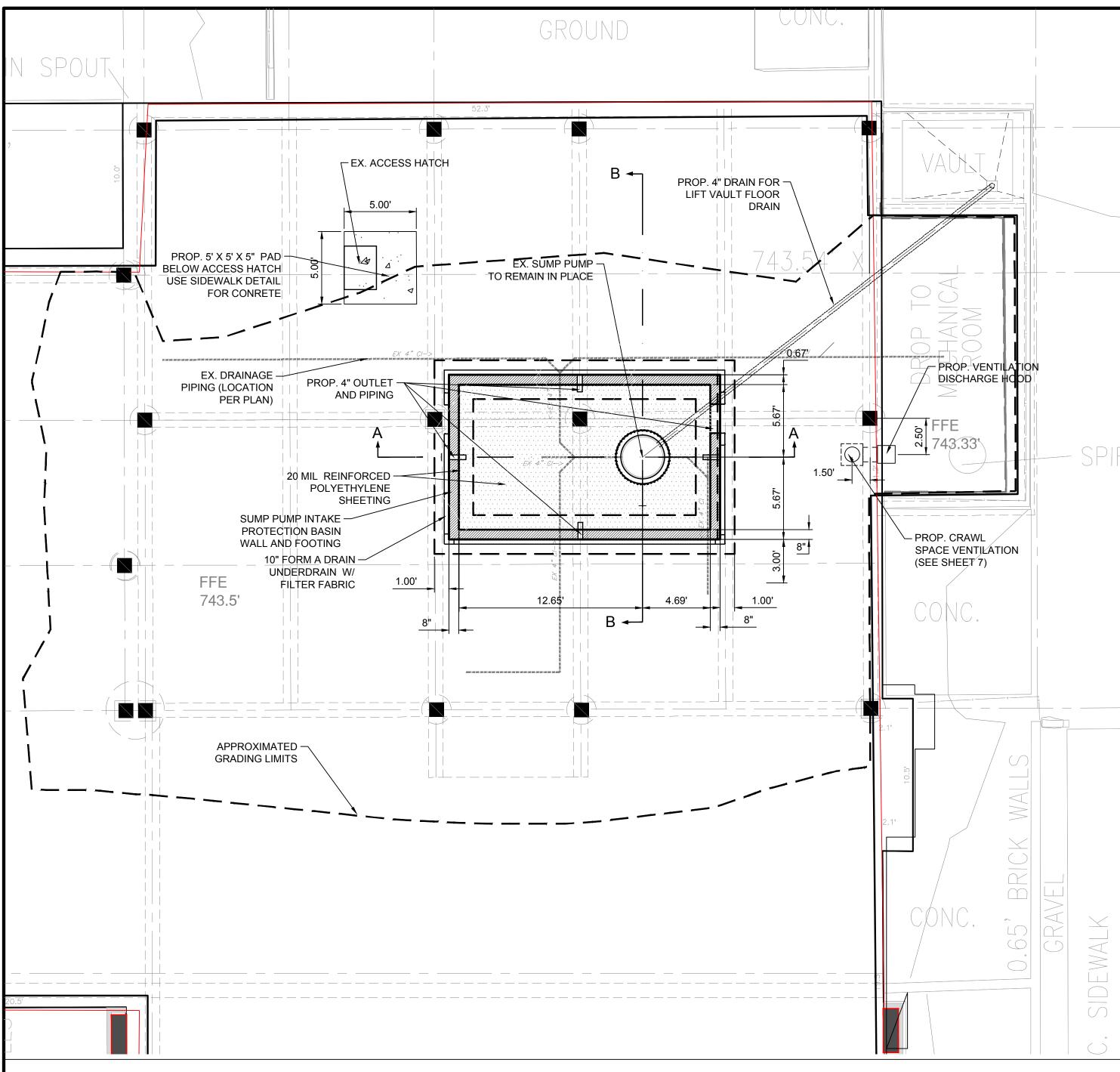




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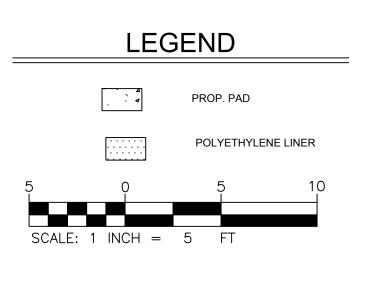
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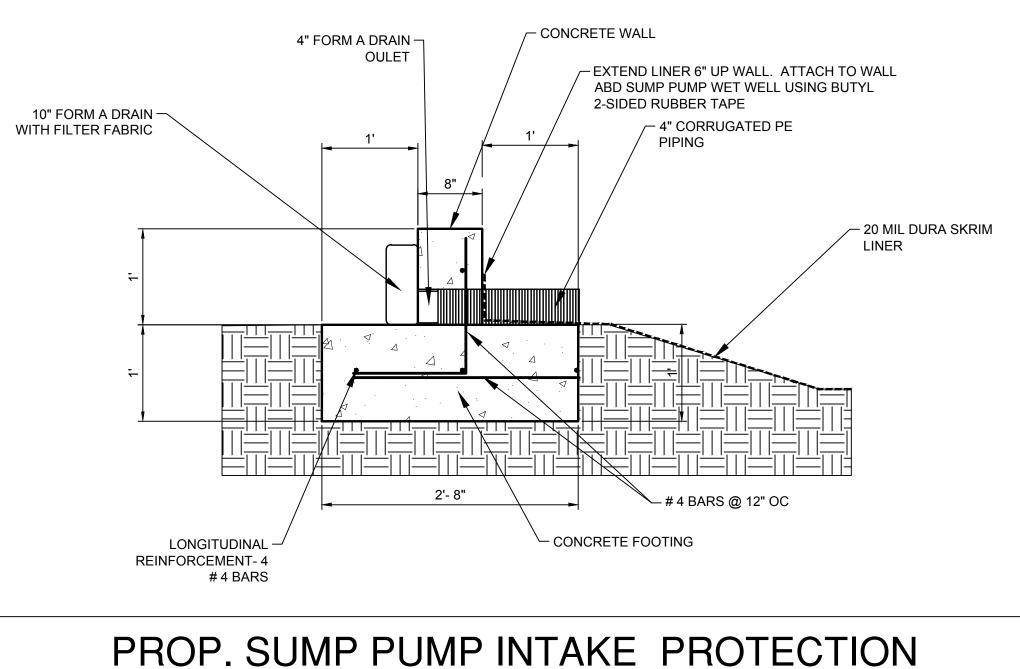
- PROPOSED CONTOURS SHOWN IN THIS PLAN WERE CONSTRUCTED FROM THE ORIGINAL CONSTRUCTION PLANS. A FIELD SURVEY WAS NOT PERFORMED.
- 2. EXISTING GRADES WERE NOT FIELD SURVEYED. PROPOSED EXCAVATION SHOWN IS CONCEPTUAL BASED ON VISUAL OBSERVATION.
- 3. LOCATION OF BEAMS, PIPING AND OTHER EXISTING BUILDING IMPROVEMENTS ARE BASED OF ORIGINAL CONSTRUCTION PLANS. NO FIELD SURVEYS OF THE CRAWLS SPACE WERE MADE.
- SEE PROP. GRADING IMPROVEMENTS FOR ELEVATIONS AND REQUIRED GRADING.
- 5. SUMP PUMP INTAKE PROTECTION BASIN LINER TO BE DURA SKRIM DS20WW OR APPROVED EQUAL. LINER TO BE EXTENDED UP 6" ON WALL AND SUMP PUMP BASIN AND TAPED USING BUTYL 2 SIDED RUBBER TAPE B AMERICOVER. LINER TO BE INSTALLED PER RECOMMENDATIONS OF AMERICOVER, INC.
- 6. EXTERIOR DRAINAGE DUCTING IN SUMP PUMP PROTECTION BASIN TO BE "FORM A DRAIN 10" WITH FILTER FABRIC AS MANUFACTURED BY NORTH AMERICAN SPECIALTY PRODUCTS. "FORM A DRAIN" TO BE INSTALLED USING RECOMMENDED HARDWARE AND PER MANUAFCTURER RECOMMENDATIONS.
- 7. IF THE EXISITNG FLOOR DRAIN IN THE LIFT VAULT DOES NOT HAVE POSITIVE DRAINAGE, INSTALL 4" PVC DRAIN FROM LIFT VAULT FLOOR DRAIN TO EX. SUMP PUMP WET WELL. NEW WET WELL PENETRATION REQUIRED.

MECHANICAL ROOM CRAWL SPACE PLAN SCALE: 1" = 5'

SEE SHT C7 FOR SECTIONS

P:\070250 - Blanco Apartments\070250-01-001 (ENG) - Blanco Apartments\Engineering\Engineering Plans\Construction Plan\070250-01-001 - CSI.dwg, CRAWL SPACE IMPROVEMENTS, April 05, 2018, 1:57 PM, cwirtanen





BASIN- WALL AND LINER SECTION

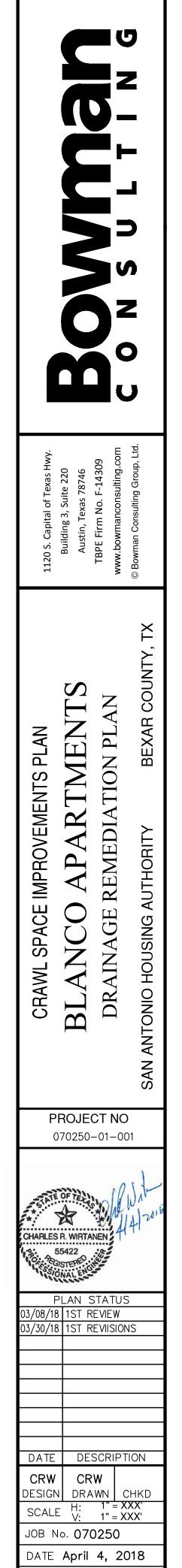
SCALE: 1" = 1'

GENERAL CONCRETE NOTES

- 1. ALL CONCRETE SHALL BE 3000 P.S.I. UNLESS OTHERWISE NOTED ON THE PLANS.
- 2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60 UNLESS OTHERWISE NOTED.
- 3. LAP ALL REINFORCEMENT PER TABLE. 4. ALL WATERSTOPS SHALL BE SYNKO-FLEX
- OR APPROVED EQUAL. 5. CHAMFER ALL EXPOSED CONCRETE EDGES 3/4". 6. ALL REINFORCEMENT SHALL HAVE 2" CLEARÁNCE TO OUTSIDE

CONC. REINF. BAR SIZE									
STRENGTH GRADE	E #3	#4	#5	# 6	#7	#8	# 9	#10	#11
COMPRE	SSION								
3,000 OR 40	12	12	13	15	18	20	23	25	28
4,000 60	12	15	19	23	26	30	34	38	42
	TENSIO	N LA	PS	PLIC	E				
3,000 40	12	15	18	23	32	42	53	68	83
60	16	22	27	35	48	63	80	101	124
4,000 40	12	15	18	22	28	36	46	59	72
4,000 60	16	22	27	33	41	55	69	88	108
TENSION LAP	SPLIC	E C	THE	R B	ARS	(INC	HES)	
3,000 40	12	12	13	17	23	30	38	48	59
60	12	16	20	25	34	45	57	72	89
4,000 40	12	12	13	16	20	26	33	42	51
4,000 60	12	16	20	23	30	39	49	63	77
COMPRESSION EMBEDMEN				NT (INCHES)					
3,000 40	8	8	9	11	13	15	16	19	21
5,000 60	8	11	14	16	19	22	25	28	31
4,000 40	8	8	8	9	11	13	14	16	18
4,000 60	8	9	12	14	17	19	21	24	27
TENSION EMBED	MENT I	ENG	TH	TOP	ΒA	RS (INCH	HES)	
3,000 40	12	12	14	18	25	32	41	52	64
60	13	17	21	27	37	48	61	78	96
4,000 40	12	12	14	17	21	28	35	45	55
4,000 60	ේග්	171	2 2112	25	3 2	2 4 323	රාය	867/8	තිර
TENSION EMBEDMENT OTHER BARS (INCHE			HES)					
3,000 40	12	12	12	13	18	23	29	37	<u>4</u> 6
5,000 60	12	12	15	19	26	35	44	56	68
		1				1			
4,000 40	12	12	12	12	15	20	25	32	39

STEEL REINFORCMENT AND EMBEDMENT LENGTHS

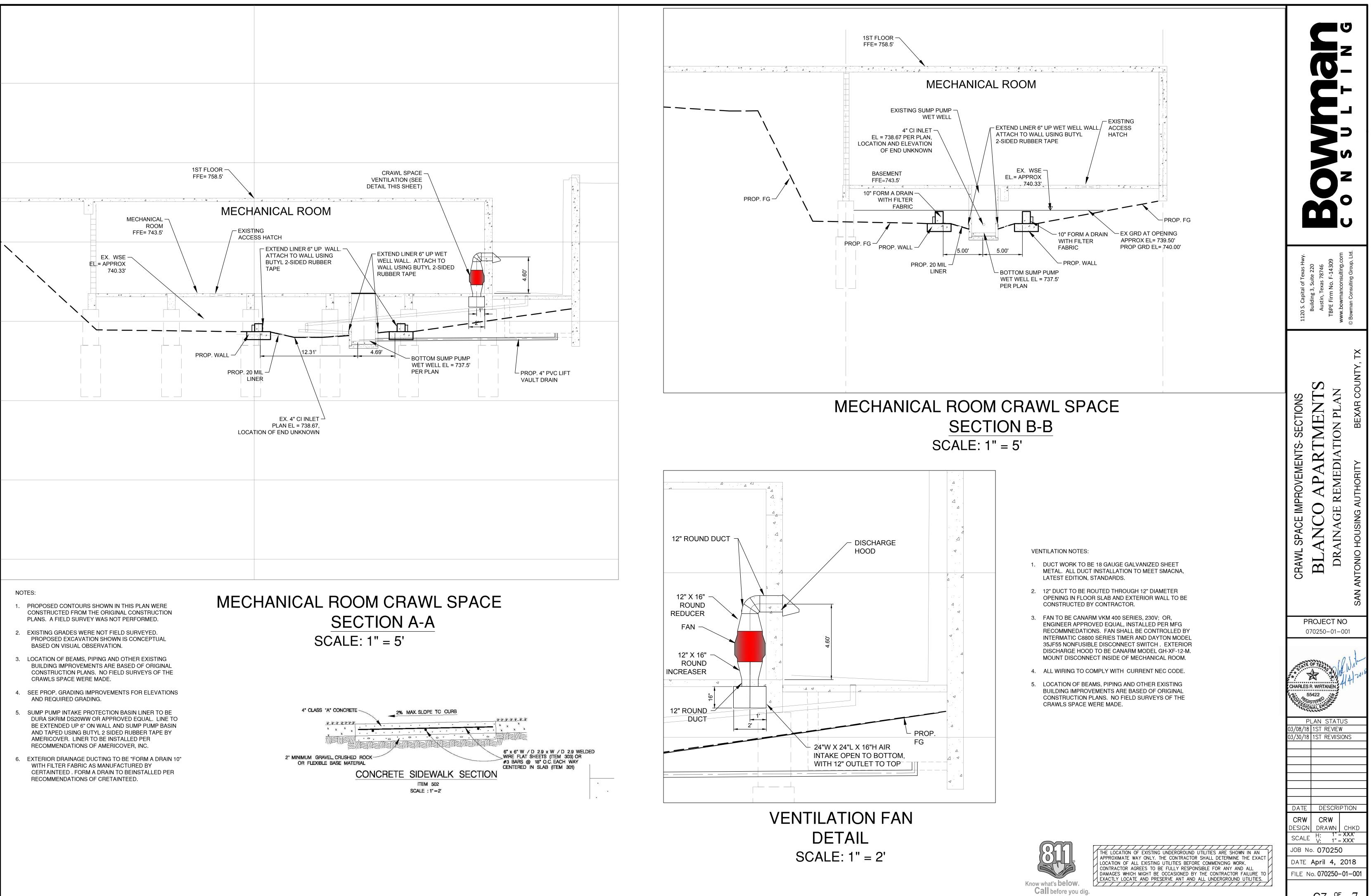




THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR FAILURE EXACTLY LOCATE AND PRESERVE ANT AND ALL UNDERGROUND UTILITIES.

SHEET C6 OF '

FILE No. **070250-01-00**1



P:\070250 - Blanco Apartments\070250-01-001 (ENG) - Blanco Apartments\Engineering\Engineering Plans\Construction Plan\070250-01-001 - CSI.dwg, CRAWL SPACE SECTIONS, April 05, 2018, 2:41 PM, cwirtanen

SHEET C7 OF 7

ATTACHMENT B HUD Form Forms and Conflict of Interest Questionnaire *Form 1295 Certificate of Interested Parties*

(Form 1295 is to be completed online by the <u>Selected Respondent</u> and submitted to the Texas Ethics Commission pursuant to Government Code 2252.908 and a copy returned to SAHA with the Certification prior to contract execution. A copy of the 1295 Form is included herein for information purposes only).

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS (210-477-6059)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affect-***ing the Work* of the*General Conditions of the Contract for Construc-tion*). 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 —

	ctor				
San	Anton	nio l	Hous	ing	Authority
	Anto:				

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) The IHA [] does [] 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.

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.
- (I) "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.

9. Specifications and Drawings for Construction

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.
- 10. As-Built Drawings
- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.
- 11. Material and Workmanship
- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

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

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

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

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.
- 13. Health, Safety, and Accident Prevention
- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

- 15. Availability and Use of Utility Services
- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

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

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

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

submitted not later than <u>30</u> 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:
 - 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 Contractor shall furnish such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

- following the completion date of the Contract.
 (3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ <u>500 K</u>
 [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or nonrenewed 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.

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:
 - 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 DOLrecognized 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.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ				
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY				
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received				
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.					
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.					
1 Name of vendor who has a business relationship with local governmental entity.					
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which				
3 Name of local government officer about whom the information is being disclosed.					
Name of Officer					
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.					
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor?	ikely to receive taxable income,				
Yes No					
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?					
Yes No					
 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 					
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0					
7					
Signature of vendor doing business with the governmental entity	Date				

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

 $(\bar{\textbf{i}})$ a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTE	RESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties. if there are no interested parties.		OFFI	CE USE ONLY	
¹ Name of business entity filing form, entity's place of business.	and the city, state and country of the busir	ness			
2 Name of governmental entity or stat which the form is being filed.	e agency that is a party to the contract for	r			
	sed by the governmental entity or state ag ds or services to be provided under the co		track or ide	ntify the contract,	
4 Nome of Interacted Darty	City, State, Country	Natu	re of Interest (check applicab		
Name of Interested Party	(place of business)	Со	ntrolling	Intermediary	
5 Check only if there is NO Interested	Party.	1			
⁶ AFFIDAVIT	AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
	Signature of authorized a	gent of co	ontracting bus	iness entity	
AFFIX NOTARY STAMP / SEAL ABOVE					
	said		, this the	day	
Signature of officer administering oath	Printed name of officer administering oath		Title of offic	er administering oath	
ADI	D ADDITIONAL PAGES AS NECES	SAR	/		

DISCLOSURE OF	LOBBYING ACTIV	ITIES	Approved by OMB
Complete this form to disclose lob	bying activities pursuan	t to 31 U.S.C. 1352	0348-0046
(See reverse fo	r public burden disclosu	ire.)	
1. Type of Federal Action:2. Status of Federal Action:a. contracta. tb. grantb. i	deral Action: bid/offer/application nitial award bost-award	3. Report Type: a. initial fili b. material For Material C year date of las	change
Congressional District, <i>if known</i> : 6. Federal Department/Agency:	7. Federal Progra	District, <i>if known</i> : Im Name/Descriptic <i>if applicable</i> :	
8. Federal Action Number, if known:	9. Award Amoun	t, if known :	
	\$		
10. a. Name and Address of Lobbying Registran (<i>if individual, last name, first name, MI</i>):	t b. Individuals Pe different from I (last name, firs	,	including address if
11. Information requested through this form is authorized by title 31 U.S.C. sect	ion Signature:		
1352. This disclosure of lobbying activities is a material representation of fu upon which reliance was placed by the tier above when this transaction was ma constrained international constrained events and the second secon	ade Print Name		
or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. T information will be available for public inspection. Any person who fails to file required disclosure shell be subject to a bill provide the state.	the Title.		
required disclosure shall be subject to a civil penalty of not less than \$10,000 not more than \$100,000 for each such failure.	Telephone No.:		Date:
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title	
Signature		Date (mm/dd/yyyy)

U.S. Department of Labor Employment Standards Administration Wage and Hour Division	(Fc	(For Contractor's Optional U Persons are not required to resound	's Optional Use; See	PAY Instruction	PAYROLL ructions at www	PAYROLL se; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)	/whd/form	s/wh347ins	tr.htm)	U.S.	U.S. Wage and Hour Division Beev Dec 2008	ur Division
NAME OF CONTRACTOR OR SUBCONTRACTOR	œ.			A	ADDRESS						OMB No.: Expires:	OMB No.: 1215-0149 Expires: 12/31/2011
PAYROLL NO.		FOR WEEK ENDING		Ē	PROJECT AND LOCATION	ATION			PROJE	PROJECT OR CONTRACT NO.	ÖN	
(1) (2)		(3)	(4) DAY AND DATE		(5) (6)	(1)			(8) DEDUCTIONS			(6)
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER 20115		WORK CLASSIFICATION	OT. OR S HOURS WORKED EAC	EACH DAY	TOTAL RATE HOURS OF PAY	GROSS AMOUNT AY EARNED	FICA	WITH- HOLDING TAX		OTHER	TOTAL	NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.6(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federal granteer contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proser Davis Bacon prevailing wave rate for the work performed. DOL and federal contracting agency contracting contracting this information review the information to determine that employees have received legally required by a signed as than the proser Davis Bacon prevailing wave rate for the work performed. DOL and federal contracting agency is information review the information to determine that employees have received legally required benefits.	or covered c work on Fec copy of all p	contractors and subco derally financed or as: ayrolls to the Federal	intractors performing work on Fe sisted construction contracts to agency contracting for or financ ork performed. DOL and federal	ederally finance "furnish weekly cing the construc contracting age	d or assisted const a statement with re ction project, accor ncies receiving this	ruction contracts to r spect to the wages p npanied by a signed information review t	respond to the in paid each emplo 1 "Statement of (the information i	nformation collecti byee during the p Compliance" indic to determine that	on contained in 29 receding week." L ating that the payr emplovees have re	9 C.F.R. §§ 3.3, 5.5 J.S. Department of olls are correct and eceived legally regu	s(a). The Copelan Labor (DOL) regu t complete and th uired wages and f	d Act ulations at at each laborer ringe benefits.
			Public Burde	Public Burden Statement	D						0	5
We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210	ete this colle f this collect	ection, including time ion, including sugges	for reviewing instructions, searc tions for reducing this burden, se	thing existing da end them to the	ta sources, gatheri Administrator, Wa	ng and maintaining t ge and Hour Divisior	the data needec n, ESA, U.S. De	l, and completing partment of Labo	and reviewing the , Room S3502, 20	collection of inform 00 Constitution Ave	nation. If you have inue, N.W.	0

(over)

Date	Ϋ́
l, (Name of Signatory Party) (Title) (Title) (Title)	
(1) That I pay or supervise the payment of the persons employed by	0
Ontractor or Subcontractor) on the	
; that during the payroll period commencing on the (Building or Work)	
day of, day of, and ending the day of, day of out of the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	
from the full	
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full waves earned by any person other than nemissible deductions as defined in Revulations. Part	
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:	
	REMARI
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	
(3) That any apprentices employed in the above period are duly registered in a bona fide	

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

State, are registered with the Bureau of Apprenticeship and Training, United States Department of Lab.

(4) That:(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

o) WHERE FRINGE BENEFITS ARE PAID IN CASH

 Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

() EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVI SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. 5 31 OF THE UNITED STATES CODE.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

ATTACHMENT C Profile of Firm Form Company Biography Subcontractor Listing

PROFILE OF FIRM FORM (Page 1 of 2)						
 (1) Prime Joint Venture/Partner Sub-contractor (2) Legal Name of Firm: 						
dba if applicable:						
Telephone: Fax:						
Street Address, City, State, Zip:						
(3) Identify Principals/Partners in Firm						
		% OF OWNERSHIP				
 (4) Please indicate the operating structure of your company. Publicly Held Privately Held Government Corporation Corporation Agency) Non-Profit	□ Sole Proprietorship				
(5) Respondent's Diversity Statement: You must check all of t enter where provided the correct percentage (%) of owners		wnership of this firm and				
Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following: African Native Hispanic Asian/Pacific Hasidic Asian/Indian American American American Jew American						
%%% □Woman-Owned □Woman-Owned □Disabled (MBE) (Caucasian) Veteran	Caucasian Othe	% er (Specify):				
% %		%				
(6) Is the business 51% or more owned by a public housing res address of the public housing facility:						
Facility Name:						
Facility Address:	City:					
(7) SWMBE Certification Number:						
Certification Agency:	ENTER IF AVAILABLE)					
(8) Federal Tax ID Number:						
(9) City of San Antonio Business License No.:						
(10) State of Texas License Type and No.:						

PROFILE OF FIRM FORM (Page 2 of 2)

- (11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.
- (12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.
- (13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes No 🗆

Initials

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of SAHA? Yes D No D

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the SAHA discovers that any information entered herein is false, that shall entitle the SAHA to not consider nor make award or to cancel any award with the undersigned party.

(17) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Initials

Initials

Signature

Date

Printed Name

Company

Initials

Company Biography

Company Name:
Headquarters Location:
Field Office Locations:
Business Specialty or Focus:
Number of Full Time Staff:
Founding Date and Brief History:
Texas Projects and/or Clients:
Previous Housing Authority Experience: YES NO
List the Authorities:

Proposed Subcontractors

Note: A completed Profile of Firm Form must be submitted for each subcontractor.

Proposed Subco			ntractors		
Item	Company Name	Address	Phone	Specialty	S/W/M/V BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
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12					
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20					
I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of SAHA and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of SAHA.		(Signature) (Printed Name	·		

ATTACHMENT D Section 3 and SWMBE Guidelines and Forms

SAN ANTONIO HOUSING AUTHORITY

SECTION 3 PROGRAM

CONTRACTOR COMPLIANCE GUIDE

BACKGROUND

The San Antonio Housing Authority (SAHA) adopted a formal Section 3 program, policy, and procedures on June 2, 2011 (Resolution 5164) to provide the framework for its compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which applies to all employment and economic projects funded in whole or in part by HUD.

Therefore, all prime contractors participating on a HUD-assisted project shall comply with all applicable sections of the SAHA Section 3 Program.

The objective of the SAHA Section 3 Program is to ensure to the greatest extent feasible that employment and other economic-related opportunities are directed to low- and very-low income individuals and businesses owned by such individuals.

SECTION 3 GUIDANCE

- The SAHA Section 3 Program adopted on June 2, 2011 is hereby incorporated by reference as part of this Interim Section 3 Guidance. Notice is hereby given that it is the responsibility of bidder/proposer or contractor to ensure understanding and compliance with all applicable sections of the Section 3 Program. Bidders/proposers and/or prime contractors are directed to the SAHA website for more information on the Section 3 Program.
- 2. The Section 3 Program requirements apply to all HUD-assisted projects covered by Section 3 and are therefore applicable to SAHA bidders/proposers and recipients of contracts and subcontracts.
- 3. In order to achieve the Section 3 Program objectives, numerical goals for training/employment and subcontracting opportunities for Section 3 residents and Business Concerns have been established. The Section 3 goals (below) apply to the entire Section 3 covered project and represent minimum numerical goals set forth in the Section 3 Program. In the absence of evidence to the contrary, a contractor that meets the minimum numerical goals will be considered to have complied with the Section 3 Program requirements. SAHA reserves the right to increase project-specific goals as may be deemed appropriate by the SAHA representatives. Contractors are advised to read each solicitation carefully to determine the applicable goals for compliance. In the event the solicitation changes the goals listed below, Contractor must follow the stricter goals.

Employment: Thirty percent (30%) of new hires per contract should be Section 3 residents.

Contracting: Subcontract ten percent (10%) of the total value of a construction contract with Section 3 Business Concerns.

Professional Services: Subcontract three percent (3%) with Section 3 Business Concerns on non-construction contracts (professional services).

3. In order to ensure the greatest impact on employment, contracting and economic opportunities, SAHA contractors and subcontractors shall direct their efforts to Section 3 residents and Business Concerns on a "preference" tiered basis as follows:

Training/Employment

- a) Category 1: Residents of the housing development or developments for which the Section 3 covered assistance is expended.
- b) Category 2: Residents of the other housing developments managed by the housing authority that is expending the Section 3 covered assistance.
- c) Category 3: Participants in HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended.
- d) Other Section 3 residents.

Contracting Opportunities

- a) Category 1: Business Concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- b) Category 2: Business Concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- c) Category 3: HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.
- d) Category 4: Business concerns that are 51 percent or more owned by Section 3 residents or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 business concerns identified above.
- 4. To more effectively apply the Section 3 preferences, the following incentives shall be applicable to Section 3 HUD-assisted projects:

Solicitations Under \$50,000

On solicitations under \$50,000 and where two or more certified Section 3 Business Concerns are available to compete, SAHA will institute a "first source" solicitation initiative whereby two of the three solicited firms must be Section 3 Business Concerns.

Solicitations Greater than \$50,000

On Requests for Proposals the following incentives will be instituted:

- 1) A twenty percent (20%) preference will be instituted for Category 1 Section 3 Business Concerns bidding as prime contractors.
- 2) A fifteen percent (15%) preference will be instituted for Category 2 Section3 Business Concerns bidding as prime contractors.
- 3) A ten percent (10%) preference will be instituted for Category 3 Section 3 Business Concerns bidding as prime contractors.
- 4) A five percent (5%) preference will be instituted for Category 4 Section 3 Business Concerns bidding as prime contractors.
- 5) A five percent (5%) preference will be provided to SAHA prime contractors that have achieved both the resident hires and business concern contracting goals in their immediate past contract performance within the last year.
- 6) A five percent (5%) preference will be provided to SAHA prime contractors participating in a SAHA approved Joint Venture or Mentor-Protégé program with an eligible Section 3 Business Concern.
- 7) A five percent (5%) preference will be provided to prime contractors that have formal apprenticeship programs approved by DOL and commit to training no less than ten (10) eligible Section 3 residents through such programs annually that provide no less than 250 hours of formal training.

On Invitations for Bids the following preference will be instituted:

 Contractors who are certified as Section 3 Business Concerns and whose prices are within the independent cost estimate of the project and are both responsive and responsible, shall receive a preference according to the following table, where x is the amount by which the Section 3 Business Concern may be above the lowest responsive bid.

x=lesser of:

When the lowest responsive bid is less than \$100,000 10% of that bid or \$9,000.

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 9% of that bid, or \$16,000. At least \$200,000, but less than \$300,000 8% of that bid, or \$21,000. At least \$300,000, but less than \$400,000 7% of that bid, or \$24,000. At least \$400,000, but less than \$500,000 6% of that bid, or \$25,000. At least \$500,000, but less than \$1 million 5% of that bid, or \$40,000. At least \$1 million, but less than \$2 million 4% of that bid, or \$60,000. At least \$2 million, but less than \$4 million 3% of that bid, or \$80,000. At least \$4 million, but less than \$7 million 2% of that bid, or \$105,000. \$7 million or more 1\1/2\% of the lowest responsive bid, with no dollar limit.

2) Where two or more Section 3 business concerns are both responsive and responsible, the Section 3 business concern with the lowest price shall receive the contract award.

A successful contractor's usage of the above preferences shall be capped annually at \$1 million dollars in the aggregate. Once a contractor has been awarded annually \$1 million dollars in contracts as a result of a preference, the contractor is no longer eligible for the above preferences for the remainder of the calendar year.

- 5. Bidders/proposers must either achieve the Section 3 Program employment and subcontracting goals identified above (under number 3) or demonstrate acceptable good faith efforts to achieve the numerical goals in the proposal/bid. SAHA representatives shall review and deem acceptable, in their sole determination, a bidder or proposer's good faith efforts prior to the award of the contract. Please be advised that a contractor Section 3 performance will be considered and evaluated on future SAHA contracts and will be a factor in t the selection and/or contract award.
- 6. To ensure that the SAHA Section 3 Program benefits individuals and businesses that are eligible Section 3 residents and Business Concerns, all Section 3 resident and Business Concerns must be deemed eligible through documentation of a "Section 3 Eligibility Form" for each eligible individual or business. Notice is hereby given that it is the responsibility of the prime contractor to ensure that all participating and eligible Section 3 residents and/or Business Concerns (vendors, suppliers or subcontractors) submit the necessary information for proper SAHA status review and credit.
- 7. All SAHA prime contractors must submit a Section 3 program compliance report on a monthly basis in the form and content as requested by SAHA staff. This report shall document Section 3 resident and Business Concern training, employment, and subcontracting monthly performance against goals and opportunities.
- 8. Failure or refusal by a SAHA bidder/proposer or contractor to satisfy or comply with the Section 3 Program requirements, either during the bid/proposal process or during the term of the SAHA agreement, shall constitute a material breach of contract whereupon the contract, at the option of SAHA, may be cancelled, terminated, or suspended in whole or in part; and, the contractor debarred from further contracts with SAHA as a non-responsible contractor. SAHA may at its discretion also declare bids/proposals not complying with the Section 3 Program requirements in whole or in part nonresponsive and eliminate them from consideration of a contract award.

INTERIM PRIME CONTRACTOR COMPLIANCE REQUIREMENTS

Prime contractors participating on SAHA Section 3 HUD-assisted projects are specifically required to address and satisfy the Section 3 Program requirements described below *prior* to the award of the contract. The Section 3 Program requirements shall be applicable throughout the duration of the contract and to any amendment and renewal.

- In the absence of evidence to the contrary, a prime contractor that meets the minimum Section 3 Program numerical goals set forth in the solicitation will be considered to have complied with the Section 3 Program requirements. A prime contractor who meets this goal must submit with the bid/proposal a "Good Faith Effort Compliance Plan" (Attachment A) by simply completing Sections A and B which present the project and contractor information and goal commitment information respectfully.
- 2. In evaluating compliance, a prime contractor that has not met the numerical goals set forth in the solicitation has the burden of fully demonstrating its efforts to achieve the Section 3 goals through the submittal and approval of a "Good Faith Effort Compliance Plan" (Attachment A) to include completion of Sections A. B and C which must be included with the bid/proposal. SAHA representatives shall review and determine in their sole discretion whether a bidder or proposer's (contractor) good faith effort compliance plan achieves the Section 3 Program goals and objectives. A responsive good faith effort compliance plan shall address all questions in Sections A, B and C and describe the concrete efforts that were taken and will be taken to reach numerical goals in hiring/employment, training, and contracting. The final agreed-upon plan shall become part of the SAHA contract.
- 3. SAHA reserves the right to disregard bids/proposals as non-responsive bids and proposals which fail to demonstrate a good faith effort towards compliance with the Section 3 Program requirements.
- 4. As required under the Section 3 Program's contractual clause, prime contractors specifically agree to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agree to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. A prime contractor shall not subcontract with any subcontractor where the bidder/proposer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 5. Prime contractors shall submit a properly completed and executed "Section 3 Eligibility Form" for all participating Section 3 residents and/or Section 3 Business Concerns (Attachment B). It is the responsibility of the prime contractor to ensure that eligible Section 3 residents and Business Concerns submit all necessary information for SAHA review and credit, to include an eligible Section 3 prime contractor, if applicable.

- 6. Prime contractors requesting a Section 3 Program preference based upon employment or ownership interest shall submit a properly completed and executed Section 3 Eligibility Forms for all employees and owners who qualify, and provide any supporting documentation that may subsequently be required by SAHA. Prime contractors and subcontractors must employ any Section 3 residents full-time for not less than one month prior to the submittal of the bid/proposal in order for the prime contractor to receive credit for employing the Section 3 resident for a preference.
- 7. Notwithstanding the fact that a prime contractor may have the capability to complete a total project with its own workforce and without the use of subcontractors, all SAHA prime contractors on a HUD-assisted project shall be required to achieve the Section 3 Program numerical goals or demonstrate a good faith effort to achieve those goals within the industry. Should the need arise to hire or subcontract during the term of a contract, the hiring and/or subcontracting goals shall still be applicable and the training component remains in force.
- 8. All changes to the original list of subcontractors submitted with the bid or proposal shall be submitted for review and approval in accordance with SAHA's procedures when adding, changing, or deleting subcontractors/sub-consultants. Prime contractors are required to make a good faith effort to replace any Section 3 Business Concern with another eligible Section 3 Business Concern. SAHA may deny such requests when it finds that a prime contractor fails to provide acceptable justification or when the effect of such change would dilute a preference received on a HUD-assisted contract.
- 9. All prime contractors participating on a HUD-assisted project shall submit a Section 3 Performance Report no later than the third business day of the following month detailing Section 3 employment and contracting activity not only for themselves but also all subcontractors on the project. The report is to also detail training and other economic opportunity activities by the prime contractor and subcontractors.

SAN ANTONIO HOUSING AUTHORITY SECTION 3 PROGRAM UTILIZATION PLAN

INSTRUCTION SHEET

Please read these instructions carefully before completing the required *Section 3 Utilization Plan* document. These instructions are designed to assist bidders/proposers document Section 3 Program compliance. or present a detailed explanation why, despite their best efforts the minimum numerical goals were not met. These numerical goals are *minimum* targets that must be reached in order for SAHA to consider a recipient in compliance.

Questions regarding completion of the *Section 3 Utilization Plan* document should be directed to: Section 3 Coordinator, at 210 -477 -6165 or section3@saha.org.

- Bidders/proposers are required to make sincere efforts to achieve the Section 3 Program numerical goals as specified in solicitation documents. A bidders/proposers approved Section 3 Utilization Plan will be monitored throughout the duration of the SAHA contractual term.
- Contractor shall submit a Section 3 Utilization Plan at the time of bid/proposal submittal in order to be considered responsive.
- This Section 3 Utilization Plan is subject to SAHA's review and approval. SAHA may at its sole discretion approve or disapprove the plan. SAHA's determination is administratively appealable to the CEO and to the Board of Commissioners pursuant to SAHA's Section 3 Program, Policy & Procedures.
- All bidders/proposers are to complete the following:
- _____ Section A, Bidder/Proposer Information
- _____ Section B, Contractor Commitments New Hires
- _____ Section C, Contractor Commitments Subcontractors
- _____ Section D, Contractor Commitments Other Economic Opportunities
- _____ Section E, Good Faith Efforts
- _____ Section F, Section 3 Compliance Certification

Optional:

- Certification for Section 3 Business Concerns
- Section 3 Individual Verification Form (S3-6003b REV 2/2016)
- SAHA requires all Section 3 residents and/or Business Concerns to certify or submit evidence to SAHA, contractor, or subcontractor, that the person or business is Section 3 eligible. SAHA has developed a Certification Process for this purpose. It is the responsibility of the Contractor to submit these forms to the SAHA Section 3 Coordinator at section3@saha.org.

Page 1 of 4 SAHA Section 3 Utilization Plan Rev 3/2016

SECTION 3 PROGRAM UTILIZATION PLAN

Project Title: _____

SECTION A – BIDDER/PROPOSER INFORMATION

Name of Firm: _______ Telephone: _______

Contact Per

Email: ____

Is your firm a "Section 3 Business Concern": Yes <u>No</u> No_____ If "Yes"; complete the Certification for Section 3 Business Form and attach the Required Documentation.

SECTION B – CONTRACTOR COMMITMENTS – NEW HIRES (If more space is needed, please provide an attachment).

Hiring Goal: A minimum of Thirty percent (30%) of the aggregate number of new hires shall be Section 3 residents

B.1 Explain how you intend to recruit a minimum of 30% of Section 3 residents for **full-time new hires**, and what actions you will use to require subcontractors to do the same. **Note**: Section 3 individuals must work a minimum of 32 hours per week or 135 hours per month to be considered full-time employees.

B.2 Complete the table below to identify the bidder's/proposer's employee positions required for the execution of this project.

Job Category*	Number of Positions to be Filled with Section 3 Residents	Anticipated wages per hour
Professionals		
Technicians		
Office/Clerical		
Officers/Managers		
Sales		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		
Other List & describe		

B.3 The contractor has committed to employ ______ resident(s) in order to comply with its Section 3 requirements. Indicate the estimated percentage of Section 3 new hires for this project: ______

SECTION C – CONTRACTOR COMMITMENTS – SUBCONTRACTORS (If more space is needed. please provide an attachment).

Contracting Goal: A minimum of ten percent (10%) of all covered **construction** contracts shall be awarded to Section 3 business concerns C. Three percent (3%) of all covered **non-construction** contracts shall be awarded to Section 3 business concerns

C.1 Describe how bids from Section 3 businesses will be solicited for subcontracting.

C.2 Complete the table below to identify the subcontractors/suppliers that will be utilized for the execution of this project.

Subcontractor/Supplier Listing

Subcontractor or Supplier/ Name and Address and phone number	Scope of Work/Product	\$ Value	Certified Section 3 Business Concern (Y/N)

(Make Additional Copies as Necessary)

C.3 The Prime Contractor will subcontract with a total of ______ Section 3 Business Concerns totaling _____% of the Contract Value. *NOTE:* The contractual opportunity goal is a percentage of the total gross dollar value of the proposed contract awarded to a Section 3 eligible Business Concern. SAHA will only credit participation by Section 3 Business Concerns that submit documentation acceptable to SAHA certifying their Section 3 status.

Page **3** of **4** SAHA Section 3 Utilization Plan Rev 3/2016

SECTION D – CONTRACTOR COMMITMENTS – OTHER ECONOMIC OPPORTUNITIES (If more space is needed. please provide an attachment).

B.3 The undersigned bidder/proposer will satisfy the Section 3 *other economic opportunity* goal: Yes _____ No_____

Please outline your plan to provide other economic opportunities to Section 3 residents. Examples of plans may include training agreements, internship programs, mentorship programs etc.

SECTION E – GOOD FAITH EFFORTS

NOTE: Fill this section only, if Plan as submitted fails to meet the employment and contractual opportunity goals as stated herein or as amended in the solicitation.

D.1 If no contracting, hiring or other economic opportunities are anticipated, briefly explain why.

SECTION F: SECTION 3 UTILIZATION PLAN CERTIFICATION

I CERTIFY THAT I HAVE REVIEWED AND FULLY UNDERSTAND SAHA'S SECTION 3 PROGRAM AND THE SECTION 3 CLAUSE INCORPORATED BY REFERENCE INTO THIS DOCUMENT. I HEREBY AFFIRM THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

I HEREBY CERTIFYTHAT THE ABOVE TABLES IDENTIFY THE NUMBER OF SECTION 3 BUSINESS CONCERNS THE COMPANY WILL UTILIZE AND THE NUMBER OF SECTION 3 RESIDENTS THE COMPANY PROPOSES TO EMPLOY.

I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE SAHA CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL:

SIGNATURE:	DATE:



San Antonio Housing Authority

Section 3 Individual New Hire Verification Form

NEW HIRES MUST COMPLETE THIS FORM. The Section 3 Program requires that recipients of certain HUD financial assistance, to the greatest extent feasible provide employment, training or education opportunities for low- and very-low income persons in connection with projects and activities in their neighborhood. Completion of this form helps your new employer and SAHA monitor compliance to the Section 3 program and may help in obtaining future business with the Housing Authority. Your information is kept CONFIDENTIAL and will not affect any federal subsidies you currently receive, if any.

CONTACT INFORMATION						
First Name:		Last:		M.I:	Suffix:	
Residence Address:			City:			
State:	Zip:	County: Phone		2:		
Email Address (required):					DOB:	
Date of Hire:	Company Name:					
Job Title:		Type of job: Ful	I-Time (32+ ho	ours per	week) Pa	rt-Time

INCOME DISCLOSURE (CHECK ONE OPTION BELOW)

In order to be eligible as a Section 3 individual, your household income must meet the income criteria by household size. Individuals are eligible for Section 3 status if their household income is at or below 80% of Area Median Income in Bexar County during the current calendar year or be a resident of public housing or Section 8.

Option 1: I choose to disclose this information

Choose the number of individuals in your household in the chart below to determine your HUD income limit. The dollar amount below the number you indicate is your HUD income limit. EX 2018 80% Area Median Income Limits (by Household Size)

FT 2018 802	of persons in household 1 2 3 4 5 6 7 8								
Number of persons in household	1	2	3	4	5	6	7	8	
80% of Area Median Income (FY 2018 HUD Income Limits)	\$37,450	\$42,800	\$48,150	\$53,450	\$57,750	\$62,050	\$66,300	\$70,600	

YOU MUST ANSWER THE FOLLOWING QUESTIONS IF YOU ARE CLAIMING SECTION 3 ELIGIBILITY:

Is your household income at or below the HUD income limit for the current year? Yes No If your answer is YES and you reside in Bexar County, you are a Section 3 individual, regardless of public housing status.

Are you a resident of public housing or Section 8? Yes No

If your answer is YES, you are a Section 3 individual regardless of your income.

Option 2: I choose NOT to disclose this information OR I do not qualify as a Section 3 eligible individual.

CERTIFICATION

By signing, I authorize my employer to release relevant information to the San Antonio Housing Authority (SAHA) for contract compliance purposes. I further affirm that the information on this form is to the best of my knowledge and belief true, correct, and complete.

Signature

DATE: _____

S3-6003b REV 7/2017

M/WBE UTILIZATION STATEMENT SAN ANTONIO HOUSING AUTHORITY M/WBE PROGRAM OFFICE

Please read these instructions carefully before completing the required Minority/Women Business Enterprise (M/WBE) Utilization Statement. These instructions are designed to assist prime contractors/consultants document M/WBE program compliance or in preparing the required detailed and complete good faith effort information.

Contractors/Consultants are required to submit detailed documentation when the contract specified M/WBE participation ranges or goals are not met. The SAHA M/WBE Program Manager will review and consider a bidder's or proposer's good faith efforts in assisting SAHA to meet its M/WBE policy and program objectives.

A. Bidders/Proposers are required to make sincere efforts in attempting to achieve the applicable SAHA M/WBE participation ranges or goals. The approved M/WBE participation ranges or goals will be monitored throughout the duration of the project;

B. All bidders/proposers are to complete Section A, Project Identification and Section B, Project M/WBE Utilization, if applicable. Should there be subcontracting/sub consulting opportunities, yet the bidder/proposer *not* achieve the project's applicable M/WBE participation range or goal, the bidder/proposer must complete all other sections of the Statement.

C. This Statement should be prepared by the company's project M/WBE Coordinator or designee. The Statement must be signed and dated by an authorized company official. The Coordinator or designee should have a working knowledge as to the project's subcontracting or sub-consulting and supplier activities (actual and anticipated). This individual shall be a key figure in directing the prime contractor's M/WBE activities.

D. The M/WBE Utilization Statement demonstrating a contractor's good faith efforts is subject to the SAHA M/WBE Program Coordinator's review and approval.

E. SAHA requires all M/WBE firms to be certified as such by an entity acceptable to SAHA for project M/WBE credit.

F. SAHA reserves the right to approve all additions or deletions of subcontractors, subconsultants, and/or major vendors. In the event that an M/WBE subcontractor, subconsultant, and/or major vendor is replaced, the contractor must make a good faith effort to involve and utilize another M/WBE subcontractor, sub consultant, and/or major vendor.

Should you have any questions or need additional information, please contact:

Charles Bode 818 S Flores Asst. Director of Procurement charles_bode@saha.org 210-477-6165

FOR SAHA PROCUREMENT DEPARTMENT USE ONLY

Reviewed by:

Date: _____

Date: ______Signature of SAHA Official: ______

Recommendation: Approval: _____ Denial: _____

subject to the SAHA M/WBE Program Manager's review and approval.

M/WBE UTILIZATION STATEMENT SAN ANTONIO HOUSING AUTHORITY M/WBE PROGRAM OFFICE

SECTION A: PROJECT IDENTIFICATION

Project Number	Project Title
0	

Contract Amount _____ Company Name _____

Project Participation Range/Goal: M/WBE _____ %

Contract Anticipated Participation Range: M/WBE _____ %

The M/WBE participation range/goal is expressed as a percentage of the total dollar amount of the prime contract awarded to M/WBEs. The goal is applicable for those areas, which the prime contractor has subcontracted, sub-consulted, and/or major supplies necessary in the performance of the contract.

SECTION B: SUBCONTRACTOR/SUB CONSULTANT/VENDOR UTILIZATION

1. List all actual *and* anticipated subcontracts, subconsultants, and/or major material purchases, include *both* M/WBE and non-M/WBE, to be utilized on the project (*use additional sheets if necessary*).

TRADE AREA	ESTIMATED AMOUNT (\$)	SUB/SUPPLIER	SUB/SUI M/₩ Yes (√	/BE

2. MBE utilization in total dollars: _____ WBE utilization in total dollars: _____

- 3. Overall MBE utilization percentage (%): _____
- 4. Overall WBE utilization percentage (%): _____
- 5. Overall M/WBE utilization percentage (%): ____

6. Anticipated M/WBE utilization on this contract will occur:

Throughout ____ Beginning 1/3 ____ Middle 1/3 ____ Final 1/3 ____

Please Note: SAHA will credit only those M/WBEs that have been certified by an entity acceptable to SAHA. All changes, additions, or deletions occurring during the life of this contract relative to use of the listed subcontractors, sub-consultants and/or

major suppliers, M/WBE or otherwise, must be submitted to SAHA for review and approval.

If Bidder/Proposer is unable to meet the M/WBE participation range/goal, please

proceed to complete Section C and submit documentation demonstrating contractual good faith efforts.

SECTION C: GOOD FAITH EFFORT

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve SAHA's M/W/BE participation ranges. The bidder/proposer is not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

Required Questions	Yes	No
1. If applicable, was your company represented at the pre-bid conference?		
2. Did your company request and obtain a copy of the certified M/WBE firms?		
3. Were M/WBE firms solicited for contract participation?		
4. Provide listing of solicited M/WBEs with whom contact was made?		
Please identify name of company, contact person, date, phone number and briefly		
describe nature of solicitation. (Include as an Attachment)	-	
5. Was direct contact made with SAHA's M/WBE Program Office?		
If yes, please identify date/person contacted and assistance sought.		
(Include as an Attachment)		
6. Identify all M/WBE support agencies/associations contacted for M/WBE		
assistance or solicitation (Minority Chamber's of Commerce, purchasing		
councils, contractor groups, etc.). (Please attach copies of solicitation letters of		
assistance and/or describe, as an Attachment to this section, the personal		
contact made)		
7. Were bid opportunities related to this project advertised in minority/women		
newspapers and trade journals? (If yes, please include a copy of the		
advertisement or detail the name of the publication(s), date of advertisement		
and describe the solicitation)		
8. Were copies of plans and specification furnished to any M/WBEs?		
9. Were subcontractors, subconsultants, and/or suppliers (if applicable) required to		
provide insurance or be bonded? (If yes, please detail any assistance that was		
provided or if they were referred, to whom)		
10. List, as an Attachment, all M/WBE bids received but rejected. Identify company		
name, contact person, telephone number, date, trade area, and the reason for		
rejecting the bid/proposal.		
11. Discuss any other effort(s) aimed at involving M/WBEs (Include as an		
Attachment):		
(a) Identify any specific efforts to divide work, in accordance with normal		
industry practices, to allow maximum M/WBE participation.		

(b) Discuss joint ventures initiatives, requesting second-tier M/WBE subcontracting, etc., if any.(c) List all other good faith efforts employed, please elaborate.

The undersigned acknowledges and states that all information submitted as part of this Good Faith Effort Statement is true and correct to the best of his/her knowledge. I further agree that this document shall be attached thereto and become a binding part of the SAHA contract.

Print Name

Title Date

Signature

Telephone Number

ATTACHMENT E Proposal Checklist and Certification

PROPOSAL Checklist and Certification

(Attachment E)

(This Form must be fully completed and placed under Tab No. 8 of the proposal submitted.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the Respondents. Also, complete the Section 3 Statement and the Respondent's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS Change these for the section headings
	Tab 1 References
	Tab 2 HUD and State Forms
	Tab 3 Profile of Firm, Company Biography, and Subcontractors List
	Tab 4 Evaluation Criteria Response
	Tab 5 Section 3 Business Preference
	Tab 6 Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan
	Tab 7 Section 3 Good Faith Effort Compliance Plan
	Tab 8 Proposal Checklist and Certification

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES____ or NO_____. If "YES," pursuant to the documentation justifying such submitted under Tab No 8, which category are you claiming?

_____ Category I – Owned by a public housing resident where work is performed

- _____ Category II Owned by any other public housing resident
- _____ Category III HUD Youthbuild Program
- Category IV 30% of workforce is Section 3 qualified or subcontract greater than 25% of contract value to certified Section 3 Business Concern

Respondent's Certification

By signing below, Respondent certifies that the following statements are true and correct:

1. He/she has full authority to bind Respondents and that no member of Respondent's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,

2. Items for which Qualifications were provided herein will be delivered as specified in the Qualifications,

3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,

4. Respondents agrees that this Qualifications shall remain open and valid for at least a period of 90 days from the date of the Qualifications Opening and that this Qualifications shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Respondents,

5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Qualifications,

6. Respondents, nor the firm, corporation, partnership, or institution represented by the Respondents, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business,

7. Respondents has not received compensation for participation in the preparation of the specifications for this RFQ,

8. Non-Collusive Affidavit: The undersigned party submitting this Qualifications hereby certifies that such Qualifications is genuine and not collusive and that said Respondents has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondents or person, to put in a sham Qualifications 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 Qualifications price of affiant or of any other Respondents, to fix overhead, profit or cost element of said Qualifications price, or that of any other Respondents or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said Qualifications are true.

9. Child Support: Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

10. Lobbying Prohibition: 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.

11. Non-Boycott of Israel: SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

12. Tx. Gov. Code 2252.152: Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

Addendum #1	_ Date
Addendum #2	_Date
Signature	Date
Printed Name	Company
	Company
E-mail address if available	
Phone	Fax

ATTACHMENT F Form of Proposal

The Form of Proposal shall be the first document in the "ORIGINAL" proposal binder only and shall be printed on the Respondent's Letterhead.

Do Not include this form in the "COPIES"

San Antonio Housing Authority 818 S. Flores San Antonio, Texas 78204

Attention: Charles Bode, Assist. Director of Procurement

RE: 1809-909-62-4835 Blanco Basement Structural Concrete Repairs & Drainage Improvements

Gentlemen:

The undersigned Respondent, having read and examined the RFP and associated documents for the **Blanco Basement Structural Concrete Repairs & Drainage Improvements** and after thoroughly considering the factors which will affect the execution of the project and the cost thereof, does hereby propose this Proposal. All prices stated herein are firm and shall not be subject to escalation provided this Proposal is accepted within one hundred eighty (180) days after the official opening of proposals.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the proposal requirements and that, otherwise, it is the intent of this Proposal that the Project will be performed in strict accordance with the subsequent Contract Documents.

(If no exceptions are taken, indicate so by entering "None").

(Continue on separate page, if necessary, and attach hereto).

The undersigned Respondent herein proposes to execute the Blanco Basement Structural Concrete Repairs & Drainage Improvements services for the following pricing/fee structure:

Item	Base Cost	Construction Time (days)
Structural Concrete Repairs & Drainage	\$	
Improvements		

Unit Prices: These items will only be utilized for unforeseen/hidden damage and require approval of the SAHA project manager. Items are to be installed complete and finished to match existing material where applicable. SAHA will determine which if any will be utilized.

Unit Price Items	Unit	Cost (-)	Construction Time (+/-)
4" Cast Iron Drain	ea	\$	
4" Cast Iron Inlet	ea	\$	
4" PVC Pipe	lf	\$	
Protection Basin Liner Dura SKRIM		\$	
DS20WW	6' X 50'	v	
	1.5" x	\$	
Butyl 2 Sided Rubber Tape	100'	*	
#4 Bars	ft.		
Synko-Flex Waterstops(1"x 1"x 105')	Carton		
20 ml Reinforced Polyethylene Sheeting	46" x 85'		
10" Form-A-Drain Drainage Duct w Filter			
Fabric	lf		
4" Form-A-Drain Drainage Duct	lf		
Ventilation Exhaust Fan, Gal. Steel			
Inline Centrifugal Model FKD12, 120 V	ea		
Ventilation Duct (12" Round)	lf		1
Ventilation Discharge Hood Aluminum			1
Famco Model SWV12A	ea		
Ventilation Disconnect & Switch	ea		
4" Corrugated HDPE Pipe	lf		
Saw Cut 12" Opening Thru Slab Floor	ea		
Saw Cut 12" Opening Thru Exterior Wall	ea		
Pea Gravel	cu. ft.		
Crushed Rock	cu. ft.		
Concrete Protective Coating	gallon		
Fire Insulation Coating	kit		
8" CMU	ea		
Shoring - Wall Plate	ea		
Shoring – Needles	ea		
Shoring – Cleats	ea		
Shoring – Brace	ea		
Shoring - Sole Plate	ea		
Reinforcement Steel Primer	gallon		
Epoxy Adhesive (Strengthening	gallon		
Sysytem Per ICC-ES Code Report)	5 gallon		
Epoxy Paste (Strengthening Sysytem	J gailon		
Per ICC-ES Code Report)	gallon		
Epoxy Pressure Injections	ea		
Resin Injections	ea		
Portland Cement Concrete (94 lbs)	Bag		
Self Cosolidating Concrete Mix,	Day		
Sikacrete 211 SCC Plus (65 lbs)	Bag		
Bonding Agent & Reinforcement	Day		
Protection Coating, Sika Armatec 110			
EpoCem	gallon		
Protective Acrylic Coating, Sikagard	gailon		
670W	gallon		
Elastomeric Acrylic Textured Base	guion		
Coating, Sikagard Elastic Textured Base			
Coat	gallon		
Surface Conditioner / Adhesion	guion		
Promoter, Sikagard 552W Primer or			
SikaLatex R	gallon		
	guion	1	

Dated this day of	, 20	
Offeror		
Ву		
Title		
ATTEST:		
Business Address of Offeror		
State of Incorporation		
Address of Principal Office		
Email:		

ATTACHMENT G Wage Decision

General Decision Number: TX180021 01/05/2018 TX21 Superseded General Decision Number: TX20170021

State: Texas Construction Type: Residential Counties: Bexar, Comal and Guadalupe Counties in Texas.

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 \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/05/2018

* SUTX1983-005 05/01/1983	R	ates	Fringes
Air Conditioning Mechanic CARPENTER CEMENT MASON/CONCRETE FINISHER DRYWALL HANGER ELECTRICIAN IRONWORKER LABORER PAINTER (Including Drywall taping) PLUMBER ROOFER, Including Built Up, Composition and Single Ply Roofs	\$ \$ \$ \$ \$ \$ \$ \$	8.16 7.70	

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care;

to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted. **Union Average Rate Identifiers** Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION