



*Growing Communities One Family At A Time
For More Than 70 Years*

HUNTSVILLE HOUSING AUTHORITY

INVITATION FOR BIDS (IFB)

IFB NO. 2018-18

**BUTLER TERRACE MODIFICATIONS
SCOPE OF WORK AND SPECIFICATIONS**

PRE-SUBMISSION MEETING

**MARCH 19, 2019 @ 10:00 A.M. CST
BUTLER TERRACE OFFICE
206 SEMINOLE DRIVE
HUNTSVILLE, AL 35805**

BIDS DUE:

APRIL 10, 2019 @ 2:00 P.M. CST



BIRD and
KAMBACK
architects llc

PROJECT MANUAL
*including Specifications
for*

BUTLER TERRACE MODIFICATIONS

**Owner: The Huntsville Housing Authority
HUNTSVILLE, ALABAMA**



ARCHITECT'S PROJECT NO: 1852

HHA IFB NO: 2018-18

DATE: February 28, 2019

304A Franklin Street
Huntsville, AL 35801
Phone 256 536 1160
Fax 256 536 1460
www.bkarchitects.com



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**HUNTSVILLE HOUSING AUTHORITY
INVITATION FOR BIDS (IFB) NO. 2018-18
BUTLER TERRACE MODIFICATION**

Huntsville Housing Authority (HHA) is issuing an Invitation for Bids (IFB) to interested, qualified contractors to provide labor, materials, and equipment for Modifications of Butler Terrace housing development.

A pre-submission meeting is scheduled for **Tuesday, March 19, 2019 at 10:00 a.m. CST** at Butler Terrace Office, located at 206 Seminole Drive, Huntsville, Alabama 35805.

Separate, sealed bids to provide these services will be received at 200 Washington Street, Huntsville, Alabama 35801 until **2:00 p.m. CST, April 10, 2019**. Bid documents are available through Housing Agency Market Place E-Procurement, by accessing the following website:

https://ha.economicengine.com/requests.html?company_id=978.

HHA reserves the right to reject any/or all bids, or to waive any informality in the bids received, and to accept any proposal, which, in its opinion, may be in the best interest of HHA.

HUNTSVILLE HOUSING AUTHORITY
Sandra Eddlemon, Executive Director/CEO



*Growing Communities One Family At A Time
For More Than 70 Years*

HUNTSVILLE HOUSING AUTHORITY

INVITATION FOR BIDS (IFB)

IFB NO. 2018-18

BUTLER TERRACE MODIFICATIONS

BIDS DUE:

April 10, 2019 @ 2:00 P.M. CST

BOARD OF COMMISSIONERS

**Delvin L. Sullivan
Chairman**

**Leon D. Fountain
Vice Chairman**

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Commissioner**

**Delmonize Smith, Ph.D.
Commissioner**

**Shaquila Willie
Commissioner**

***Sandra Eddlemon*
Executive Director/CEO**

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INTRODUCTION

Huntsville Housing Authority (hereinafter, "HHA") is a quasi-municipal corporation authorized by the State of Alabama, Madison County, to operate in the City of Huntsville, Alabama. HHA is not an agency of the City of Huntsville. HHA is governed by a five-member Board of Commissioners (Board) that is appointed by the Mayor and serves staggered five-year terms. The Board is the policy-making body of HHA.

Currently, HHA owns and/or administers 21 individual Asset Management Projects (AMPs), comprised of 1,746 public housing units. In addition, HHA administers 1,618 Section 8/Housing Choice Vouchers, 42 Shelter Plus Care (SPC) sponsor-based vouchers, and approximately 10 tenant-based SPC vouchers.

HHA is soliciting bids from qualified, licensed and insured entities to provide the above noted services to HHA. Your response to the Scope of Work must be complete, as it will become part of any contractual agreement. We appreciate the investment of time and resources firms are making by participating in this process. All submitted bids shall be evaluated for responsiveness to the requirements of the Invitation for Bids ("IFB"). Those proposals not in accordance with the IFB shall be deemed non-responsive and eliminated from further evaluation.

IFB INFORMATION AT A GLANCE

HUNTSVILLE HOUSING AUTHORITY CONTACT PERSON	Ms. Tracie McCann, Procurement Officer Telephone: (256) 532-5676 Fax: (256) 533-6344 TDD: 1-800-545-1833, Ext. 903
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	Access https://ha.economicengine.com/requests.html?company_id=978 (no "www"). If you have any problems in accessing or registering on the system, please call customer support at 1-866-526-0160
DATE ISSUED	February 28, 2019
PRE-BID MEETING	A pre-submission meeting will be held for this IFB on March 19, 2019 at 10:00 a.m. CST , at Butler Terrace Office located at 206 Seminole Dr, Huntsville, Alabama. Attendance at this meeting is not mandatory but all potential Offerors are strongly encouraged to attend .
BID SUBMITTAL RETURN & DEADLINE	Sealed Bids are due at the following location: Facsimile copies <u>will not</u> be accepted! Huntsville Housing Authority 200 Washington Street Huntsville, AL 35801 The envelope must have the following notation on the bottom left-hand corner "IFB 2018-18 Butler Terrace Modifications, April 10, 2019, 2:00 p.m.-Enclosed." <i>Documentation must be received sealed, in-hand, and time- stamped by the HHA no later than 2:00 pm CST on April 10, 2019</i> CAUTION: LATE SUBMISSION WILL BE HANDLED IN ACCORDANCE WITH THE PROVISIONS IN THE INSTRUCTIONS TO BIDDERS.

Please note that all bids will be retained by HHA for three (3) years from the date of the award for audit purposes.

HHA reserves the right to reject any and/or all bids, or to waive any informalities in the bids received. Submissions received after the deadline will not be considered. An Offeror submitting a late bid shall be so notified. All material submitted in the bid becomes the property of HHA and will not be returned.

Deadline for Written Questions: All questions pertaining to this Invitation for Bids (IFB) must be submitted in writing no later than **seven (7) business day before the bid due date**. Written questions may be submitted by email, to the Procurement Officer, Ms. Tracie McCann, at tmccann@huntsvillehousing.org or by fax to (256) 533-6344. HHA will only respond to written questions and only be bound by its response to written questions. Oral communications are discouraged, and HHA **will not** be bound by any oral answers or interpretations of the Invitation for Bids.

In order to maintain a fair and impartial competitive process, HHA can answer questions only in response to written questions received within the specified time frame. HHA must avoid private communication with the prospective bidders during the evaluation period. The written questions will be the only opportunity for bidders to ask questions as to form and content. The addendum will be available on HHA's website at www.huntsvillehousing.org.

Please respect this policy and do not attempt to query HHA personnel or members of its Board of Commissioners regarding this IFB except through written questions submitted in the manner and within the time frame indicated above.

I. HHA'S RESERVATION OF RIGHTS:

- A.** The HHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the HA to be in its best interests.
- B.** The HHA reserves the right not to award a contract pursuant to this IFB.
- C.** The HHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- D.** The HHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- E.** The HHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without the written consent of the HHA Contracting Officer (CO).
- F.** The HHA reserves the right to negotiate the fees proposed by the bidder entity.
- G.** The HHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- H.** The HHA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- I.** The HHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HHA, but not the prospective bidder, of any responsibility pertaining to such issue.

II. SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): Contractor will be responsible for providing all labor, tools, equipment, security, services, water, light, heat, power, transportation, and supervision necessary for the satisfactory performance of the work subject to this IFB.

- A.** The attached scope of work gives a description and technical specifications for Modifications of Butler Terrace Housing Development. Although HHA has attempted to identify all of its needs the scope of work may or may not be all-inclusive.

III. GENERAL CONDITIONS

- A.** The following general conditions may, or may not be all-inclusive.
 - 1. Payment and Performance Bond.** The bidder agrees to provide HHA with a satisfactory payment and performance bond executed by the bidder and a corporate surety qualified to do business in Alabama, in an amount equal to, but not less than one hundred percent (100%) of the bid amount. The bond will be the original, certified copy and will be submitted by the successful bidder prior to execution of the contract.

2. **Bid Bond.** The bidder agrees to provide HHA with a cashier's check or bank draft, payable to HHA, or a satisfactory performance bond executed by the bidder and a corporate surety qualified to do business in Alabama, in an amount equal to, but not less than five percent (5%) of the bid amount. The original, certified copy of the bid bond must be submitted with the bid.
3. **Licensing.** Contractor will be licensed by the State Licensing Board of General Contractors of Alabama as required by Title 34-8-1 of the 1975 Code of Alabama. **Contractor must submit proof of licensing with bid.** Bidders not submitting license with bid may be deemed nonresponsive.
4. **Permits.** Contractor shall secure, maintain and pay all permits, fees and licenses necessary for the proper execution and completion of work.
5. **Cleaning.** The Contractor shall, on a daily basis, keep the premises clean and clear of debris resulting from his/her contract work and the work of any and all subcontractors.
6. **Subcontracting.** HHA encourages the participation of minority and women owned businesses. The Contractor will make every effort to utilize minority and women owned subcontractors in work performed under this contract. The Contractor will be asked to submit a list of subcontractors to be used in the performance of this contract. HHA has established goals in minority and women owned business participation in its contracts. Information provided by the contractor assists HHA in monitoring its progress toward the realization of its goal. All subcontractors must be approved by HHA in advance.
7. **Resident Participation.** HHA encourages the hiring of residents by the Contractor for any employment opportunities available as a result of its contracts. The Contractor will be asked to make every effort to hire residents and to post job opportunities in the Management Office of the communities where the work is to be performed. The Contractor will be asked to report the hiring of any residents to assist HHA in monitoring resident participation in the performance of work under its contracts, progress toward achieving established goals and in the development of future resident participation programs.
8. **Non-Discrimination Clause.** Contractors shall not discriminate in their hiring and promotion practices on the grounds of race, color, creed, national origin, or sex.
9. **Security.** The Contractor shall protect and secure all materials and construction, and shall assume full responsibility for loss, theft, vandalism and any other damage for the duration of the contract.
10. **Warranty.** The Contractor warrants that work performed conforms to bid requirements, including specifications and these general conditions. All work is guaranteed to be free of defect in equipment, material or workmanship, for a period of one (1) year, beginning with the date that performance is complete and accepted by HHA.
11. **Disclaimer.** For the existing contract period, the HHA will assume NO responsibility for vandalism, theft, fire and/or personal injury claims arising from or relating, to the work to be performed. Extreme caution and safety must be exercised by the Contractor at all times to protect the work area to eliminate accidents occurring at the work site. The Contractor shall provide HHA with proof of liability insurance.

12. **Prevailing Salaries or Wages:** Contractor shall provide weekly payroll records, personnel records and documents, and other records and/or documents that may be used to verify Contractor's compliance with U.S. Department of Housing and Urban Development, Office of Labor Relations. Contractor shall pay all laborers and mechanics employed under this contract in accordance with the Davis-Bacon Wages Rates, or Maintenance Wage Rate Determination.
13. **E-Verify Affidavit.** U.S. Law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. The Contractor must certify compliance with E-verify, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This form is attached to this IFB. The 1-page form must be fully completed, executed where provided thereon and will be a part of the contract.
14. **Section 3 Compliance.** Huntsville Housing Authority works diligently to comply with the requirements of the Department of Housing and Urban Development's (HUD) Section 3 regulation (24 CFR Part 135). Consistent with 24 CFR Part 135, as a recipient of HUD funding, HHA requires fulfillment of Section 3 obligations on all contracts that make use of that assistance. These policies are implemented regardless of the contract amount or whether it is designated as construction. HHA works to ensure the provision of employment, training, contracting, and other economic opportunities to its residents and other low income persons. In doing so, the HHA utilizes Section 3 as a means of promoting its mission of offering supportive services that foster stability and self-sufficiency. HHA will provide a listing of qualified Section 3 Businesses upon request.

IV. GENERAL SPECIFICATIONS

A. General Specifications

1. Contractor must submit shop drawings and/or manufacturing information of proposal materials when submitting bid (*if applicable*).
2. Contractor must supply warranty information on all products and/or services.
3. All renovations should be completed in the allowed time. Time allowed for completion will be **180 days**. Please supply work dates and keystones for completion of project, after contract is awarded.
4. Contractor shall be responsible for all damage done by his equipment and personnel. Any damage shall be reported immediately to HHA's Construction Manager, so, if necessary, a work order may be issued and cost is billed back to the contractor for payment.
5. Contractor shall thoroughly clean all physical areas on which work is done or which are affected by the work. This shall be done on a daily basis after the work is complete. The contractor shall remove and transport from the site all trash, debris, scrap, waste, and other materials resulting from the contract service. .
6. Contractor must list contact in regards to all customer service inquiries.
7. Responsive bidder must supply all storage facilities and incur any cost associated.

8. Building Codes:

- The contractor shall perform all the work in accordance with all applicable federal, state and local building codes
- No portion of this specification shall be construed to direct the contractor to perform in a manner contradictory to building codes.
- New components and materials specified shall be installed per manufacturer's recommendations and all local and state building codes.
- If required, all permits shall be posted in a secured location, near the work.

V. BID FORMAT

A. Tabbed Bid Submittal:

1. **Tabbed Bid Submittal:** So that the HHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HHA has published herein or has issued by addendum.

Tab No.	Description
1	Form of Bid: This Form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
2	Profile of Firm Form: The Profile of Firm Form is attached hereto to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
3	Bid Cost Form
3	Bid Bond or Cashier's Check
3	Copy of following Licenses: <ul style="list-style-type: none"> ➤ Contractor's License ➤ Business License
4	Proposed Services: As more fully detailed within <i>Technical Specifications</i> , of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: (it is anticipated that the documentation submitted to show following shall be no more than 1 or perhaps 2 pages):
	The bidder's Demonstrated Understanding of the HHA's Requirements.
	The bidder's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the bidder's proposed Work Plan to provide the required services.
	The bidder's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
	The bidder's Demonstrated Experience in performing similar work and the bidder's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
	If appropriate, how staff are retained, screened, trained and monitored;
	The proposed quality control program;
	An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
	A complete description of the products and services the firms provides.

5	Managerial Capacity/Financial Viability: The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment B, <i>Profile of Firm Form</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
6	Client Information: The bidder shall submit a listing of former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: The client's name; The client's contact name; The client's telephone number; A brief description and scope of the service(s) and the dates the services were provided;
7	Form HUD-92010 (08/06) Equal Employment Opportunity: The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.
7	Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs: This Form is attached hereto to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
7	Form HUD-50070 Certification for a Drug-Free Workplace-Form Attached
7	E-Verify Form- The 1-page form must be fully completed, executed where provided thereon and will be a part of the contract.
8	Section 3 Utilization Plan-Form Attached
9	Subcontractor/Joint Venture Information (Optional Item): The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
10	Section 3 Business Preference Documentation (Optional Item): For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment to this IFB and any documentation required by that form. –Form Attached
11	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HA in its evaluation.

If no information is to be placed under any of the above noted tabs (especially the “**optional**” tabs), please place there under a statement such as “**NO INFORMATION IS BEING PLACED UNDER THIS TAB**” or “**THIS TAB LEFT INTENTIONALLY BLANK.**” DO NOT eliminate any of the tabs.

- B. Bid Submittal Binding Method:** It is preferable and recommended that the bidder bind the bid submittals in such a manner that HHA 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 conveniently return the bid submittal to its original condition.
- C. Bid Submission:** All bids must be submitted and time-stamped received in the designated HHA’s office by no later than the submittal deadline stated herein (or within any ensuing addendum) **in a sealed package and addressed to:**

**Huntsville Housing Authority
200 Washington Street
Huntsville, Alabama 35801**

The **package exterior must clearly denote** the IFB number and must have the bidder’s name and return address. *Bids received after the published deadline will not be accepted.*

- 1. Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to HHA by the bidder, such may invalidate that bid. If, after accepting such a bid, HHA decides that any such entry has not changed the intent of the bid that HHA intended to receive, HHA may accept the bid and the bid shall be considered by HHA as if those additional marks, notations or requirements were not entered on such.
 - 2. Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HHA, including the IFB document, and the documents listed within the IFB, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of HHA requirements contained within the documents may cause that bidder to not be considered for award.
- D. Bidders's Responsibilities—Contact with HHA:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Procurement Officer (PO) only. Bidders must not make inquiry or communicate with any other HHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for HHA not consider a bid submittal received from any bidder who may has not abided by this directive.
- 1. Addendums:** All questions and requests for information must be addressed in writing to the PO. The PO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the PO will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the IFB are made—between HHA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the PO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the PO may not respond to the prospective bidder’s inquiries but will direct him/her to submit such inquiry in writing so that the PO may more fairly respond to all prospective bidders in writing by addendum.

E. Bidders's Responsibilities—Equal Employment Opportunity and Supplier Diversity. Both the Contractor and HHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

1. Within 24 CFR 85.36(e) it states:

- a)** (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
- b)** (1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- c)** (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

2. Within HUD Procurement Handbook 7460.8 REV 2 it states:

- a)** Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- b)** Section 15.5.B, Goals. The <Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3. Within our **Agency Procurement Policy** it states that our Agency will:

a) **Assistance to Small and Other Business, Required Efforts:**

b)

- Including such firms, when qualified, on solicitation mailing lists;
- Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

b) **Requirements.** Accordingly, please see Paragraph V. Bid Format, Tab 6 regarding Equal Employment Opportunity which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

F. **Pre-Bid Meeting:** If a scheduled pre-bid meeting is identified on Page 3 of this document is held, it is pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference HHA will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the PO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this meeting is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, HHA **will not** distribute at this meeting any copies of the IFB documents.

1. **General Directions to the Pre-bid Meeting (if applicable):**

- From Memorial Parkway take the Clinton Avenue exit
- Turn Left onto Clinton Avenue at traffic light
- At the first Traffic Light on Clinton Avenue (not the access road) turn left onto Seminole Drive
- Travel 1 block South and 206 Seminole Drive will be on the right

G. Recap of Attachments. It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

Attachment	Attachment Description
	This IFB Document
	Bid Cost Form
A	Form of Bid
B	Profile of Firm Form
C	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders</i>
D	Form HUD 92010 <i>Equal Employment Opportunity Certification</i>
E	Form HUD 50070 <i>Certification of a Drug-Free Work Place</i>
F	E-Verify Form – <i>Contractor's Affidavit</i>
G	Section 3 Utilization Plan
H	Section 3 Business Preference Documentation (if applicable)
I	<i>HHA Supplemental Instructions To Bidders & Contractors (ITBC)</i>
J	HHA Sample Contract Form <i>(please note that this contract and any noted appendices are being given as a sample only—the HHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HHA feels it is in its best interests to do so)</i>
K	Form HUD-5370 <i>General Conditions for Construction Contracts</i>
L	Davis Bacon Wage Determination – State of Alabama
M	Form HUD-4010 <i>Federal Labor Standards</i>
N	Form HUD 51000 <i>Schedule of Amounts for Contract Payments</i>
O	Form HUD 51001 <i>Periodic Estimate for Partial Payments</i>
P	Form HUD 51002 <i>Schedule of Change Orders</i>
Q	Form HUD 51003 <i>Schedule of Materials Stored</i> (to support partial Payment Form)
R	Form HUD 51004 <i>Summary of Materials Stored</i> (to summarize value of materials)
S	Form HUD 5372 <i>Construction Progress Schedule</i>
T	Form HUD 5369 <i>Instructions to Bidders for Contracts</i>
U	Title 24: Housing and Urban Development PART 135 – ECONOMIC OPPORTUNITIES FOR LOW-AND VERY LOW-INCOME PERSONS

VI. BID EVALUATION:

- A. **Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the HHA will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsive (please remember, as detailed within Section 8(d) of form HUD-5369. HHA reserves the right to, as determined by the HHA, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.
- B. **Ties:** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- C. **Responsive Evaluation:** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HA in a timely manner (in any case, in no less than 10 days after such determination is made).

- D. Responsible Evaluation:** The HHA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the HHA the required services). If the HHA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HHA may proceed with award. If the HHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HHA in a timely; in such case the HHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

Depending on the amount of the award (typically for awards greater than \$100,000), it is possible that the HHA may take such contract award to the HHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

- E. Restrictions:** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

VII. CONTRACT AWARD:

- A. Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.
- B. Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the HHA, including an agreement to execute the attached Sample Contract form." The contract clauses already attached as form HUD 5370 Attachment also apply. Accordingly, the HHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HA has no power or authority to negotiate any clauses contained within any attached HUD documents.

- C. Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this IFB:

Contract Form: The HHA will not execute a contract on the successful bidder's form--contracts will only be executed on the HHA form (please see the Sample Contract and Attachment form HUD 5370), and by submitting a bid the successful bidder agrees to do so (please note that the HHA reserves the right to amend this form as the HHA deems necessary). However, the HHA will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the HHA to do so; but the failure of the HHA to include such clauses does not give the successful bidder the right to refuse to execute the HHA's contract form. It is the responsibility of each prospective bidder to notify the HHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the HHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

Please note that the HHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

- D. Assignment of Personnel:** The HHA shall retain the right to demand and receive a change in personnel assigned to the work if the HHA believes that such change is in the best interest of the HHA and the completion of the contracted work.
- E. Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.
- F. Contract Period:** The HHA anticipates that it will initially award a contract for the period of 365 days unless an extension of time is authorized by HHA in writing.
- G. Licensing and Insurance Requirements:** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- a) **Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
 - b) **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$1,000,000 and medical expenses any one person of \$50,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
 - c) **Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
 - d) **City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Huntsville, Alabama, the County of Madison, and/or the State of Alabama.
- H. Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.



Growing Communities One Family At A Time

FORMS TO BE RETURNED ALONG WITH YOUR TABBED BID SUBMITTAL

ATTACHMENTS (*Affidavits and Certifications*)

	BID COST FORM
A	Form of Bid
B	Profile of Firm Form (for Prime and Sub Contractors) make necessary copies
C	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders</i>
D	Form HUD 92010 <i>Equal Employment Opportunity Certification</i>
E	Form HUD 50070 <i>Certification of a Drug-Free Work Place</i>
F	E-Verify Form – <i>Contractor's Affidavit</i>
G	Section 3 Utilization Plan
H	Section 3 Business Preference Documentation (if applicable)

BID COST FORM

INVITATION FOR BIDS (IFB)
IFB NO. 2018-18
BUTLER TERRACE MODIFICATION
(Return with Bid-page 1 of 4)

In compliance with the above, the undersigned offers and agrees, if the bid is accepted within 90 days from the date of the bid deadline, to furnish all of the items upon which prices are quoted, at the price set forth, delivery at the designated point and within the time specified in the contract.

➤ **BASE BID**

For construction complete as shown and specified, the sum of:

(\$ _____)

The undersigned agrees to furnish all materials, labor, equipment, supervision, insurance, taxes, licenses, and other services required for water line replacements services in accordance with the Specifications for HHA's **IFB No 2018-18** including any Addenda (if provided).

ALTERNATES DEDUCTS

The undersigned further purposes that should the following alternate be accepted and be incorporated into the Contract, the Base Bid will be altered as follows:

ALTERNATE DEDUCT NO. 1 – Dollars (\$ _____)

DEDUCT all labor and materials related to the installation of mechanical equipment located at 2300 Brahan Drive, as scheduled on the drawings and as specified in Division 23.

ALTERNATE DEDUCT NO. 2 – Dollars (\$ _____)

DEDUCT all labor and materials related to the installation of mechanical equipment located at 2304 Brahan Drive, as scheduled on the drawings and as specified in Division 23.

ALTERNATE DEDUCT NO. 3 – Dollars (\$ _____)

DEDUCT all labor and materials related to the installation of mechanical equipment located at 103 Indiana Street, as scheduled on the drawings and as specified in Division 23.

ALTERNATE DEDUCT NO. 4 – Dollars (\$ _____)

DEDUCT all labor and materials related to the installation of mechanical equipment located at 105 Indiana Street, as scheduled on the drawings and as specified in Division 23.

ALTERNATE DEDUCT NO. 5 – Dollars (\$ _____)

DEDUCT all labor and materials related to the installation of mechanical equipment located at 107 Indiana Street as scheduled on the drawings and as specified in Division 23.

ALTERNATE DEDUCT NO. 6 – Dollars (\$ _____)

DEDUCT all labor and materials related to the installation of mechanical equipment located at 2307 Clinton Avenue, as scheduled on the drawings and as specified in Division 23.

ALLOWANCES/UNIT PRICES

The following items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in the Lump Sum Base Bid, an allowance for the following items in the quantities indicated below. In addition to the allowance quantities noted to be included in the base bid the Contractor is to provide a unit price for the perspective items in the event that the allowance quantity does or does not provide the amount of work required in the field so that additional work can be authorized by the HHA, or the value of the unused allowance can be reconciled with the Owner.

Allowance Unit Prices include all charges for labor, materials and equipment, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, but not limited to, for accomplishment of the Allowance item(s).

INVITATION FOR BIDS (IFB)
IFB NO. 2018-18
BUTLER TERRACE MODIFICATION
(Return with Bid-page 2 of 4)

Unit Price Item Allowance	Quantity	Allowance Unit Price	Allowance Unit Price Total
	(Qty included in Base Bid)	(to reconcile Base Bid Allowance)	(included in the Base Bid)
No.1: Replace kitchen cabinetry	2	\$_____ Each	\$_____
No.2: Refinish kitchen cabinetry	2	\$_____ Each	\$_____
No.3: Provide tub liner	2	\$_____ Each	\$_____
No.4: Provide water heater	3	\$_____ Each	\$_____
No.5: Demo/Replace ceramic tile at surrounds	4	\$_____ Each	\$_____
No.6: Replace soap dish	2	\$_____ Each	\$_____

Should the unit price allowances required in the base bid not be fully used, deductive change orders may not be issued by the housing authority. Rather, the Housing Authority may negotiate with the Contactor to perform other minor scopes of work so that all of the contract funds may be obligated. See 012700 Unit Prices for additional information and a more complete description of the unit price allowances.

COMPLETION DATE

Work under the Contract is to be Substantially Complete one hundred fifty (150) calendar days from the date of Notice to Proceed.

List of Acknowledged Addenda (if no addenda published, leave blank)

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

INVITATION FOR BIDS (IFB)
IFB NO. 2018-18
BUTLER TERRACE MODIFICATION
(Return with Bid-page 3 of 4)

In compliance with the bidding documents, the undersigned, in making this bid, represents the following:
(Contractor is to initial each line item to certify agreement)

Bidder's Initials

- _____ 1. Contractor has read and understands the bidding documents, and Contractor's bid is made in accordance therewith;
- _____ 2. Contractor has reviewed the contract for **Butler Terrace Modification** prepared by HHA and understands that it will apply to this project and his/her bid is made in accordance therewith;
- _____ 3. Contractor has had the opportunity to visit the site, has familiarized himself/herself with the local conditions under which the work is to be performed and has correlated his/her observations with the requirements of the bidding documents;
- _____ 4. Contractor has included in his bid the cost of all labor, material and items required for the proper execution and completion of the work during the sewer line replacements work;
- _____ 5. Contractor's bid is based upon the materials, system and equipment required by the bidding documents without exception;
- _____ 6. Contractor is licensed and qualified under the laws of the State of Alabama to perform the quantity and type of work shown on the IFB and Contract documents;
- _____ 7. Contractor has reviewed the HHA policy on Section 3 compliance provided. All bidders will be required to meet the HHA minimum required for Section 3, non-compliance is not an option.

NAME OF BIDDER: _____

ADDRESS: _____

CITY: _____

STATE & ZIP CODE: _____

PHONE: _____ FAX: _____

EMAIL: _____

INVITATION FOR BIDS (IFB)
IFB NO. 2018-18
BUTLER TERRACE MODIFICATION
(Return with Bid-page 4 of 4)

The Undersigned Bidder agrees to the following:

- This bid will not be modified, withdrawn or canceled during the (90) day period following the time and date designed for the receipt of the bid.
- HHA reserves the right to reject and or all bids and waive any informality in the bidding process.
- The undersigned certifies that he/she is authorized to execute contracts on behalf of the bidder as legally names, that the bid proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in the document is true and complete, and that the bid is made in full accord with State Law.

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID

DATE

PRINT NAME

TITLE: _____

General Contractor's License _____ **(attach copy of license)**

Business License# _____ **(attach copy of license)**
Copy of the business license allowing the contractor to provide such services.

**FORM OF BID
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1
of the "hard copy" tabbed proposal submittal.)

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 proposer.

X=ITEM INCLUDED	TAB NO.	SUBMITTAL ITEMS (One Original)
_____	1	Form of BID (Attachment A)
_____	2	Profile of Firm Form
_____	3	Bid Cost Form
_____	3	Bid Bond or Cashier's Check
_____	3	Copy of Licenses
_____	4	Proposed Services
_____	5	Managerial Capacity/Financial Viability
_____	6	Client Information
_____	7	Form HUD 92010 Equal Employment Opportunity
_____	7	E-Verify Affidavit
_____	7	Form HUD-5369-A Representations, Certifications, and Statements of ...
_____	7	Form HUD-50070 Certification for a Drug-Free Workplace
_____	8	Section 3 Utilization Compliance Plan
_____	9	Subcontractor/Joint Venture Information (Optional Item)
_____	10	Section 3 Business Preference-(Optional) <i>if applicable</i>
_____	11	Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES____ or NO____. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 10, which priority are you claiming? _____.

BIDDER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HHA discovers that any information entered herein to be false, such shall entitle HHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this BID as issued by HHA, including an agreement to execute the attached Sample Contract form. Pursuant to all BID Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HHA with the services described herein for the fee(s) entered within the areas provided within the noted form to this BID.

Signature

Date

Printed Name

Name of Company

HUNTSVILLE HOUSING AUTHORITY

ATTACHMENT B
PROFILE OF FIRM FORM

(This Form must be fully completed and placed in the proposal submittal.)

PRIME _____

(This form must be completed by each prime contractor by making additional copies if necessary)

(1) Name of Firm: _____

(2) Address, City, State, Zip: _____

(3) Telephone: _____ Fax: _____

Mobile: _____

Email: _____

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

<input type="checkbox"/> Caucasian American (Male) _____ %	<input type="checkbox"/> Public-Held Corporation _____ %	<input type="checkbox"/> Government Agency _____ %	<input type="checkbox"/> Non-Profit Organization _____ %
--	--	--	--

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

<input type="checkbox"/> Resident- Owned _____ %	<input type="checkbox"/> African American _____ %	<input type="checkbox"/> Native American _____ %	<input type="checkbox"/> Hispanic American _____ %	<input type="checkbox"/> Asian/Pacific American _____ %	<input type="checkbox"/> Asian/Indian American _____ %
<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Woman-Owned (Caucasian) _____ %	<input type="checkbox"/> Disabled Veteran _____ %	<input type="checkbox"/> Other (Specify) _____ %		

WMBE Certification Number: _____

Certified by: _____ (Agency)

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Identify Principals/Partners in Firm (submit under **Tab No. 5** a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under **Tab No. 5** a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (8) Federal Tax ID No. _____
- (9) DUNNS No. _____
- (10) Alabama Business License No. _____
- (11) State of _____ License Type and No.: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____
- (13) Worker's Compensation Insurance Carrier: _____
Policy No. _____ Expiration Date _____
- (14) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____
- (15) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? ☐ Yes ☐ No
If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of HHA? ☐ Yes ☐ No
If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.
- (17) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.
- (18) **Verification Statement:** The undersigned proposer 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 HHA discovers that any information entered herein if false, that shall entitle HHA to not consider nor make or to cancel any award with the undersigned party.
- (19) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

ATTACHMENT B
SUB-CONTRACTOR PROFILE OF FIRM FORM
(This Form must be fully completed and placed in the proposal submittal.)
ONLY USE IF APPLICABLE

SUB-CONTRACTOR_____

NAME OF PRIME CONTRACTOR_____

(This form must be completed by each sub-contractor by making additional copies if necessary)

(1) Name of Firm (Sub-contractor):_____

(2) Address, City, State, Zip:_____

(3) Telephone: _____ Fax: _____

Mobile: _____

Email: _____

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

<input type="checkbox"/> Caucasian American (Male) _____ %	<input type="checkbox"/> Public-Held Corporation _____ %	<input type="checkbox"/> Government Agency _____ %	<input type="checkbox"/> Non-Profit Organization _____ %
--	--	--	--

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

<input type="checkbox"/> Resident- Owned _____ %	<input type="checkbox"/> African American _____ %	<input type="checkbox"/> Native American _____ %	<input type="checkbox"/> Hispanic American _____ %	<input type="checkbox"/> Asian/Pacific American _____ %	<input type="checkbox"/> Asian/Indian American _____ %
<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Woman-Owned (Caucasian) _____ %	<input type="checkbox"/> Disabled Veteran _____ %	<input type="checkbox"/> Other (Specify) _____ %		

WMBE Certification Number: _____

Certified by: _____ (Agency)

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Identify Principals/Partners in Firm (a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (8) Federal Tax ID No. _____
- (9) DUNNS No. _____
- (10) Alabama Business License No. _____
- (11) State of _____ License Type and No.: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____
- (13) Worker's Compensation Insurance Carrier: _____
Policy No. _____ Expiration Date _____
- (14) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____

- (15) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? ☐ Yes ☐ No

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

- (16) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of HHA? ☐ Yes ☐ No

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

- (17) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.

- (18) **Verification Statement:** The undersigned proposer 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 HHA discovers that any information entered herein if false, that shall entitle HHA to not consider nor make or to cancel any award with the undersigned party.

- (19) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

ATTACHMENT C

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

ATTACHMENT D

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

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

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

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

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

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

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Firm Name and Address

By

Title

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

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

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

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

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

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

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

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

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

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

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

ATTACHMENT E

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

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 _____

X

ATTACHMENT F



CONTRACTOR AFFIDAVIT

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Contractor: _____

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT G



HUNTSVILLE HOUSING AUTHORITY (HHA)

SECTION 3 UTILIZATION PLAN

Employment, Business and Training Opportunities of Low Income Huntsville Housing Authority Residents and Low Income Huntsville Area Residents

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

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 and HHA Section 3 Policy implementing Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for Huntsville Housing Authority residents and low and very-low income Huntsville area residents during the term of the contract between the Contractor and HHA.

HHA's preference is to ensure that as many HHA residents as possible are employed. In an effort to further that requirement, HHA has created a preference structured as outlined in the Section 3 Policy. Contractors are required to comply with Section 3 by first considering Category I – Hiring. If the Contractor cannot meet its Section 3 requirement in Category I and needs to move to Category II or Category III, that contractor must document this inability to comply with the preference and the need to move to another category (such inability must be documented for moves within categories).

☐ Category I – Hiring

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____. The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HHA Resident Hiring Requirements through his/her subcontractors.

Contact HHA's Department of Resident Services for resident referrals at 256/532-5624.

When Category I is selected, the Contractor shall complete the following table as instructed below.

- (a) indicate each job title for all phases of this contract
- (b) the number of positions which will be needed in each category
- (c) how many of those positions are currently filled
- (d) the number currently filled by low and very low-income HHA residents
- (e) the number currently filled by Huntsville Area residents
- (f) how many positions need to be filled

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

- (g) Low- Income HHA Residents (LIHHAR)
- (h) Low-Income Huntsville Area Residents (LIHAR)

ATTACHMENT G



HUNTSVILLE HOUSING AUTHORITY (HHA)

SECTION 3 UTILIZATION PLAN

	NUMBER OF POSITIONS					HIRING REQUIREMENT	
JOB TITLE (a)	NEEDED (b)	CURRENTLY FILLED			TO BE FILLED (f)	LIHHAR (g)	LIHAR (h)
		TOTAL (c)	LIHHAR (d)	LIHAR (e)			
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

ATTACHMENT G



HUNTSVILLE HOUSING AUTHORITY (HHA)

SECTION 3 UTILIZATION PLAN

[] Category II – Contracting

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

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

- 1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors. It is the goal of HHA that 10% of all covered construction contracts and 3% of all covered non-construction contracts be awarded to Section 3 business concerns.
- 2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and the total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and development).
- 3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[] Category III – Other Economic Opportunities

Providing other economic opportunities to train and employ Section 3 residents, by providing part-time employment/job training programs – vendors may provide part-time work or paid training opportunities for HHA residents (especially on the job training). The hours of part-time work or training when converted to dollars must equal or exceed the threshold requirements stated above. **(Please include a detailed plan in your proposal)**

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of the form **PRIOR to AWARD** of a contract from the Huntsville Housing Authority.

Attested to by:

President or Authorized Officer (print)

Signature _____ Date _____

Acceptance/Approval By: _____
Section 3 Program Coordinator Date

ATTACHMENT H

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

<input type="checkbox"/> Copy of Articles of Incorporation	<input type="checkbox"/> Certificate of Good Standing
<input type="checkbox"/> Assumed Business Name Certificate	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> List of owners/stockholder and % of each	<input type="checkbox"/> Corporation Annual Report
<input type="checkbox"/> Latest Board minutes appointing officers	<input type="checkbox"/> Additional documentation
<input type="checkbox"/> Organization chart with names and titles and brief functional statement	

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

<input type="checkbox"/> List of all current full time employees	<input type="checkbox"/> List of all employees claiming Section 3 status
<input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment)	<input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

<input type="checkbox"/> Current financial statement	<input type="checkbox"/> List of owned equipment
<input type="checkbox"/> Statement of ability to comply	<input type="checkbox"/> List of all contracts for the past 2 years with public policy

Corporate Seal

Authorizing Name and Signature

Notary

My term expires: _____

Title

Signature

Date

Printed Name

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID)

DATE: _____

Signature

Date

Printed Name

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

Signature

Date

Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE

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

- 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 or 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 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 (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 Enterprise. 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).

SECTION 010100
SUMMARY OF WORK

1. PROJECT NAME: BUTLER TERRACE MODIFICATIONS
2. PROJECT LOCATION: CLINTON AVENUE WEST
HUNTSVILLE, ALABAMA 35801
3. OWNER: THE HUNTSVILLE HOUSING AUTHORITY
200 WASHINGTON STREET
HUNTSVILLE, AL 35801
4. DESCRIPTION OF WORK:
In general, work of this Contract includes:
Partial demolition and replacement of water heaters, plumbing fixtures, and mechanical units at selected units. Scope of work is identified on the drawings. 120 units are impacted by some or all of the identified modifications.
5. SCOPE OF WORK:
 - A. Except for work noted "BY OWNER" or "N.I.C." (not in contract) or specifically excluded by the Contract Documents, the work under this contract includes the work indicated on the Drawings and described in the Project Manual.
 - B. All work shall be provided in compliance with the "Contract Documents" for this project.
6. DRAWINGS AND SPECIFICATIONS:
Specifications governing this work shall contain the Divisions and Sections listed in the "TABLE OF CONTENTS" in this Project Manual.

END OF SECTION

SECTION 010110
INCIDENTAL WORK

1. SCOPE:
This Section covers incidental construction work and services which relate to the entire project rather than to any certain trade or part thereof.
2. SUPERINTENDENT:
 - A. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
 - B. SUPERINTENDENT'S QUALIFICATIONS:
The Contractor's project Superintendent shall be highly skilled at directing, coordinating and supervising all trades, not just those forces of the General Contractor. He shall have the experience of having been superintendent on at least three projects (all under the observation of an Architect) similar in scope to this project. He shall keep informed of all transactions relative to the work such as correspondence, shop drawings, etc. He shall thoroughly acquaint himself with all divisions of the Project Manual and shall have a thorough understanding of the requirements, and the ability to see that the requirements are fulfilled. He shall be expected to exhibit an aggressive attitude of leadership. The Architect shall have the right to reject any Superintendent who does not, in his opinion, fulfill these requirements.

The Project Superintendent shall be a full-time employee of the Contractor whose sole function is to supervise, check and coordinate all phases of the construction and he shall be present at site while any and all construction activities are in process.
3. PROGRESS SCHEDULE:
 - A. The Contractor, within 10 (ten) days of being awarded the Contract, shall submit for the Owner's and Architect's information an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.
 - B. Progress Schedule shall be of the CPM (Critical Path Method) Bar chart, or similar approved system for scheduling and control of work. Contractor shall update original schedule monthly, reflecting any change to original schedule. This updated schedule shall accompany Contractor's monthly request for payment, and the first application will not be approved until the progress schedule is received and approved by the Architect. Contractor's failure to substantially adhere to progress schedule shall be sufficient cause to withhold payment.
4. COORDINATION:
 - A. The General Contractor shall coordinate all construction activities between trades, including mechanical and electrical as necessary for proper and timely execution and completion of the entire project. The General Contractor shall arrange a meeting of himself, the Superintendent and all concerned Subcontractors (at the jobsite) for the purpose of

coordinating mechanical, electrical and ceiling work. This meeting shall take place immediately after roof deck is in place. The purpose for this meeting is for each trade involved to coordinate the layout of his facilities with those facilities of other trades, so that any problems of clearance due to such things as ductwork, water supply, plumbing vents, condensate drains, conduits, light fixtures, and ceiling heights will come to light before fabrication or erection of any items involved. The Contractor shall, in writing, inform the Architect that this meeting has been conducted and shall in this letter, inform the Architect of any problems which may have come to light as a result thereof. The Architect will then inform the Contractor of corrective action required. Neither fabricate nor erect any work above ceilings until the architect responds to the Contractor's letter regarding the coordination meeting. Should he fail to comply with the above outlined procedure for coordinating the work, the General Contractor will be held responsible for all rectification work brought about by lack of coordination.

- B. Superintendent shall coordinate location and timely installation of all bracing, blocking, furring and other miscellaneous work in walls and partitions required for anchorage of items to be installed in or on walls and partitions.
- C. Superintendent shall coordinate work of various trades for proper location and timely installation of conduits, boxes, raceways, ducts and other items required to be installed in or on cabinets, countertops, (including splashes) and other shop fabricated construction elements.

5. ARCHITECT NOTIFICATION:

Contractor shall present to the Architect, in writing, written notification of the following events at least three working days before their occurrence:

- A. Structural erection – The time frame for inspection is immediately after all structural members are in place and before they are concealed by supplemental framing or finish materials.
- B. Rough-in phase(s) – The time frame for inspection is immediately after all plumbing, mechanical, and electrical rough-in work is complete and before wall and ceiling systems are applied.
- C. Discretionary events – Any significant event which would reasonably require inspection by the Architect.

6. TOLERANCE COMPLIANCE:

Contractor shall inspect all completed work for compliance with specified tolerances.

7. MAINTENANCE MANUAL AND INSTRUCTION:

- A. Submit to Architect, prior to Architect's certification of final payment request, two (2) copies of a manual, assembled in a three-ring binder with typewritten index, presenting for Owner's guidance, full details for care and maintenance of finish surfaces and of mechanical, electrical, and other equipment. Obtain, for Subcontractors, manufacturer's literature relating to equipment, motors, wiring diagrams, instruction sheets and other information pertaining to operation and maintenance. Include name, address and phone number of nearest sales and service organization for each item.
- B. Where the above described manuals and data are called for under separate sections of the specification, they shall be included in the manual described in this Article.

8. RECORD DRAWINGS:

- A. Contractor shall maintain one (1) complete set of drawings, one (1) project manual at the site for marking all changes, modifications, and/or deviations made in the actual construction.
- B. This complete set of construction documents, as well as a digital copy, shall be submitted to Architect with closeout documents

9. INSTALLATION OF OWNER'S FURNISHED EQUIPMENT:

- A. Contractor shall install all items and equipment noted on drawings "FURNISHED BY OWNER - INSTALLED BY CONTRACTOR". These items shall be installed in strict accord with manufacturer's instructions.
- B. Contractor shall permit Owner, or persons other than the Contractor, to place or install items and equipment not covered by Paragraph A above, during progress of work, if necessary.
- C. Contractor agrees to cooperate with the Owner in coordinating proper and timely installation of Owner's items and equipment.
- D. Contractor agrees that such placing and installation shall not in any way affect the completion of any work of this contract.

10. PROTECTION:

Contractor shall provide temporary barriers, guards, coverings, closures and other items and materials necessary to protect existing work to remain and completed work from damage and to protect workers and other people on the site from injury.

11. TEMPORARY FENCES:

Temporary fences are not required. Should Contractor choose to provide temporary fences for protection of his equipment and materials, the locations shall be approved by Architect.

END OF SECTION

SECTION 010120
GUARANTEES

1. The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective, if required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 12.2 of General Conditions.
2. It is the intention of the documents that the Contractor guarantee the satisfactory performance, as determined by the Architect, of all components of work included under this contract for a period of one (1) year.
3. The Contractor shall provide, on a form prescribed by Architect, a written guarantee, properly executed by appropriate Subcontractor or material supplier, or both, countersigned and guaranteed by Contractor, that their work will be free from defects of materials and workmanship, and shall remain in proper operating condition for a period of one (1) year.
4. This guarantee shall state and agree that Contractor, Subcontractor, and material supplier, if applicable, shall be responsible for repair or replacement of defective materials or work, including work or materials damaged thereby, at their own expense, with no additional cost to the Architect or Owner, for a period of one (1) year.
5. Date of Commencement of all guarantees shall be date of the "Certificate of Substantial Completion". Should a "Certificate of Substantial Completion" not be issued, the date of commencement of all guarantees shall be the date the Architect certifies the final "Pay Request."
6. Some guarantees extend beyond one (1) year, as specified in individual sections.
7. Work performed under this Guarantee and Article 12, item 12.2, shall be guaranteed for a period of one (1) year from date such work is completed.

END OF SECTION

SECTION 010800
CODES AND STANDARDS

1. Wherever reference is made in the technical sections to standard specifications of nationally known organizations, the latest edition in effect on date of this Specification shall govern unless otherwise stated herein. Where specific articles, sections, divisions or headings are not given, such specifications shall apply in full. Standard specifications when included herein, by abbreviations, or otherwise, shall form a part of this specification the same as if quoted in full. These organizations and their abbreviations include, but are not limited to, the following:

AAMA	Architectural Aluminum Manufacturers Association
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
ADT	Alabama Department of Transportation Standard Specifications for Highway Construction
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWI	American Woodwork Institute
AWPI	American Wood Preservers Institute
AWS	American Welding Society
CS	Commercial Standard, U.S. Department of Commerce
DFPA	Douglas Fir Plywood Association
FIA	Factory Insurance Association
FS	Federal Specification (of the U.S. Government)
IBC	International Building Code
IFC	International Fire Code
IPC	International Plumbing Code
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
NBS	National Bureau of Standards (of the Department of Commerce of the U.S. Government) for Commercial Standards and Simplified Practice Recommendations
NEC	National Electric Code of NBFU (National Bureau of Fire Underwriters)
NEMA	National Electric Manufacturing Association
NFPA	National Fire Protection Association
PCA	Portland Cement Association
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SPIB	Southern Pine Inspection Bureau
USASI	United States of America Standards Institute
UL	Underwriter's Laboratories

2. Furnish, if requested, certificates from manufacturers to the effect that products or materials provided for use in this work comply with requirements for materials or products specified.

END OF SECTION

SECTION 011000
ALTERNATES

PART 1 GENERAL

1.1 GENERAL PROVISIONS

- A. Each Bidder shall submit, on the Proposal Form, the difference in price from the lump sum base bid for substituting or changing the base bid requirements as described in the individual Alternate(s).
- B. The difference in price shall include all additions, deletions, and adjustments of all trades as may be necessitated by each change or substitution.
- C. The Bidder agrees that the Owner shall have the right to accept or reinstate any or all Alternates, at the amounts stated in the bid form, within a period of thirty (30) consecutive calendar days from the date the Contract between Owner and Contractor is executed.
- D. The General Conditions, Supplementary General Conditions, and applicable portions of Division 1 apply to work described in the Alternates.
- E. Work called for under the Alternates shall be done according to base bid Specifications unless specifically stated otherwise in the Alternates.

1.2 LIST OF ALTERNATES

- A. Alternate Number 1: DEDUCT all labor and materials related to the installation of mechanical equipment located at 2300 Brahan Drive, as scheduled on the drawings and as specified in Division 23.
- B. Alternate Number 2: DEDUCT all labor and materials related to the installation of mechanical equipment located at 2304 Brahan Drive, as scheduled on the drawings and as specified in Division 23.
- C. Alternate Number 3: DEDUCT all labor and materials related to the installation of mechanical equipment located at 103 Indiana Street, as scheduled on the drawings and as specified in Division 23.
- D. Alternate Number 4: DEDUCT all labor and materials related to the installation of mechanical equipment located at 105 Indiana Street, as scheduled on the drawings and as specified in Division 23.
- E. Alternate Number 5: DEDUCT all labor and materials related to the installation of mechanical equipment located at 107 Indiana Street as scheduled on the drawings and as specified in Division 23.
- F. Alternate Number 6: DEDUCT all labor and materials related to the installation of mechanical equipment located at 2307 Clinton Avenue, as scheduled on the drawings and as specified in Division 23.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF SECTION

**SECTION 012700
UNIT PRICES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. List of cost inclusions, for use in preparing bid.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

1.2 COSTS INCLUDED

Unit prices included on the Proposal Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection; application or installation of an item of the Work; overhead and profit.

1.3 UNIT QUANTITIES SPECIFIED

Quantities indicated in the individual specification sections are for bidding and contract purposes only. Quantities and measurement of actual work will determine the payment amount.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section.
- B. Take all measurements and compute quantities. Measurement and quantities will be verified by Owner's designated Representative.
- C. Assist by providing necessary equipment, workers and survey personnel as required.

1.5 PAYMENT

- A. Payment for work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Owner, multiplied by the Unit Price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.6 DEFECT ASSESSMENT

- A. Replace Work, or portions of Work, not conforming to specified requirements.
- B. The individual specification sections may modify this option or may identify a specific formula or percentage sum/price reduction.
- C. The authority of Owner to assess the defect and identify payment adjust is final.

1.7 SCHEDULE OF UNIT PRICES

- A. UNIT PRICE NO. 1: Provide a unit price to replace all kitchen cabinetry in one dwelling unit. Include in the base bid an assumed quantity of two. The unit stipulated unit price shall be the basis of compensation should it be determined that such work is required or in additional units.
- B. UNIT PRICE NO. 2: Provide a unit price to clean, sand, and refinish all kitchen cabinetry in one dwelling unit. Include in the base bid an assumed quantity of two. The unit stipulated unit price shall be the basis of compensation should it be determined that such work is required in additional units.
- C. UNIT PRICE NO. 3: Provide a unit price to install a tub liner in one dwelling unit bathroom. Include in the base bid an assumed quantity of two. The unit stipulated unit price shall be the basis of compensation should it be determined that such work is required in additional units.
- D. UNIT PRICE NO. 4: Provide a unit price to install an owner-furnished water heater in a dwelling unit not currently scheduled to receive a new water heater. Include in the base bid an assumed quantity of three. The unit stipulated unit price shall be the basis of compensation should it be determined that such work is required in additional units.
- E. UNIT PRICE NO. 5: Provide a unit price to demolish existing and replace with new, four square feet of ceramic tile tub surround. Include in the base bid an assumed quantity of four locations. The unit stipulated unit price shall be the basis of compensation should it be determined that such work is required in additional units.
- F. UNIT PRICE NO. 6: Provide a unit price to replace a damaged soap dish and replace or repair associated tile work. Include in the base bid, an assumed quantity of two. The unit stipulated unit price shall be the basis of compensation should it be determined that such work is required in additional units.

1.8 PROPOSAL OF UNIT PRICES

- A. Refer to Proposal Form

PART 2 **PRODUCTS**
Not Used

PART 3 **EXECUTION**
Not Used

END OF SECTION

SECTION 013050
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 GENERAL

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule
- D. Progress Photographs
- E. Coordination drawings
- F. Submittals for review, information and project closeout
- G. Number of copies for submittals
- H. Submittal Procedures

1.2 RELATED REQUIREMENTS

- A. Document HUD-5370 – GENERAL CONDITIONS: Dates for applications for Payments
- B. Section 01700 – PROJECT CLOSEOUT: Project record documents

1.3 PROJECT COORDINATION

- A. Project Coordinator: The General Contractor's Project Manager.
- B. Coordinate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for staging and delivery access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the project coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instruction of Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instruction of the Project Coordinator.
- G. Make the following types of submittals to Architect and Owner through the Project Coordinator:
 - 1. Request for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination Drawings.

10. Closeout Submittals.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. Architect and Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner
 - 2. Architect
 - 3. Contractor
 - 4. Major Subcontractors
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to contract.
 - 6. Procedures and processing of field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and contract closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies with two days after meeting to participants with two copies to Owner, participants, and those affected by decisions made.

3.2 PROGRESS MEETINGS

- A. Schedule and administer meeting throughout progress of the Work at maximum bi-weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain project schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to the Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Owner, participants, and those affected by decisions made.

3.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date established in Notice to Proceed, submit a preliminary schedule defining planned operation for the Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 7 days.
- C. Within 14 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractor have reviewed and accepted proposed schedule.
- D. Within 7 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.4 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each Application for Payment, taken not more than 3 days prior to submission of Application for Payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of Work.
- D. Take photographs on or about the 25th days of each month and as follows:
 - 1. Demolition progress and upon completion.
 - 2. Structural framing in progress and upon completion.
 - 3. Enclosure of building, upon completion.
 - 4. Final completion.
- E. Email photographs prior to Application for Payment.

3.5 COORDINATION DRAWINGS

- A. Provide information required by the Project for preparation of coordination drawings.
- B. Review drawings prior to submission to Owner.

3.6 SUBMITTALS FOR REVIEW

- A. At the time of the submittal of the Construction Progress Schedule the Contractor shall also submit a schedule of proposed submittals and samples for the Owner's and Architect's review and approval. Include description, control number, specification division identification and anticipated date of submission.
- B. When the following are specified in individual sections, submit them for review.
 - 1. Product data.
 - 2. Shop Drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.

- C. Submit to the Owner and Architect for review for the limited purpose of checking for conformation with information given and the design concept expressed in the contract documents.
- D. Samples will be reviewed only for aesthetic, color, or finish selection.
- E. After review, provide copies and distribute in accordance with accordance with submittal procedures article below and for record documents purposed described in Section 01700 CLOSEOUT DOCUMENTS.

3.7 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design Data.
 - 2. Certificates.
 - 3. Test Reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Owner's knowledge as contract administrator. No action will be taken.

3.8 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit and after project completion.

3.9 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for review:
 - 1. Small size sheets, not larger than 8½ x 11 inches (215 x 280 mm): Submit the number of copies that include the Contractor, Subcontractor, Architect and applicable Architect's Consultants plus two copies that will be retained by Owner.
 - 2. Larger Sheets, not larger than 30x42 inches (720 x 1008 mm): Submit the number of opaque reproductions that the
- B. Documents for Information: Submit two copies that include the Contractor, Subcontractor, Architect and applicable Architect's Consultants plus two copies that will be retained by Owner.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Owner.
 - 1. After review, product duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.10 SUBMITTAL PROCEDURE

- A. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor, or supplier, pertinent drawing and detail number and specification section number, as appropriate on each copy.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimension, adjacent construction work, and coordination of information is in accordance with the requirement of the Work and contract documents.
- D. Deliver submittals to Owner at business address.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 14 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and product or systems limitation that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor, Subcontractor, Architect, Architect's Consultants (where applicable) and Owner review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirement.
- K. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES

1. GENERAL:
The term "Contractor" as used throughout this Section is the person or entity identified as such in the Owner-Contractor Agreement unless otherwise noted. Contractor shall pay costs for all temporary facilities, until such time as provided for in General Conditions, Article 9.8.1.
2. SIGNS:
Owner reserves the right to erect such signs of kind or character deemed appropriate on or about premises in connection with project. Contractor shall in no instance display or permit to be displayed on or about premises a sign, trademark, poster, or other advertising device, except as may be approved by Architect.
3. FIELD OFFICE:
Contractor shall not be required to maintain a field office. At all times keep one (1) complete set of Contract Drawings and Specifications and one (1) copy of approved Shop Drawings on site or in company vehicle.
4. STORAGE FACILITIES:
Contractor may provide and maintain on the site watertight storage sheds for storage of materials which might be damaged by weather. Coordinate location with HHA Facilities Director.
5. TOILET FACILITIES:
Contractor shall provide sanitary temporary toilet facilities and shall maintain toilet facilities in sanitary conditions at all times. Toilet shall comply with local sanitary requirements and be approved by Local Department of Health. Remove temporary toilet from site when project is complete.
6. JOB TELEPHONE:
The Superintendent should carry a cellular phone on his person at all times.
7. PROTECTIVE COVERING:
 - A. Contractor shall protect finish surfaces, including door frames, trim, walls, floors, ceilings, and soffits of spaces used as passageways or through which materials are handled, against any possible damage resulting from construction work.
 - B. Finished surfaces, including factory-finished and job-finished items, shall be clean and not marred upon delivery of building to Owner. Contractor shall, without extra compensation, refinish such spaces where such surfaces have been inadequately protected and are damaged.
 - C. Tight wood sheathing shall be laid under any materials that are stored on finished cement surfaces. Lay reinforced non-staining kraft building paper and plywood or planking over finished floor surfaces in traffic areas before moving any materials over these finished areas. Wheelbarrows, if used over such areas, shall have rubber tired wheels.
 - D. Roof surfaces shall not be subjected to traffic nor shall they be used for storage of material. Where some activity must take place in order to carry out the Contract, adequate protection shall be provided.
 - E. In performing processes requiring use of water or in cleaning operations, Contractor shall insure that no leakage of water to other portions of structure occurs. Contractor shall contain flow of moisture to the extent that no damage occurs to work in place.
8. CONSTRUCTION LOADS ON STRUCTURES:
 - A. Structures are designed to support loads of completed work. No provision has been included

for unusual stresses or loads imposed by construction operations or equipment.

- B. Should Contractor desire to place loads in excess of design loads of part of structure, he shall prepare and submit for Architect's approval, drawings, and stress calculations prepared by a registered professional structural engineer of new work indicated and substantiating the proposed method for supporting materials, scaffolding, machines, and similar heavy or vibrating pieces.
- C. Cost of engineering checking and additional inspection, if required of Architect or his Consultants, and additional labor and materials, required to support loads other than those encompassed in the original design, shall be included in the Proposal for entire work.
- D. Do not load structures in excess of design loads prior to submission and approval of necessary drawings and calculations.

9. TEMPORARY FENCE:

Not required but may be installed at Contractor's option. Fence shall be a manufactured fence suitable for its purpose, with location and type approved by Architect before installation and shall be kept in good repair throughout the course of the project.

END OF SECTION

SECTION 016000
MATERIALS DELIVERY, STORAGE, AND HANDLING

1. Secure supplier's specific recommended storage requirements for products and materials to be stored.
2. The following storage requirements are in addition to suppliers recommended storage requirements:

A. DELIVERY:

1. Deliver materials in manufacturer's original unopened packaging with identification labels intact and legible.
2. Replace damaged or contaminated containers and materials.

B. STORAGE:

1. Store materials off of ground and concrete floors.
2. Cover and protect materials from damage due to weather and construction operations.
3. Maintain stored materials clean and free of dirt, grease, foreign matter and construction debris.
4. Store sheet materials stacked flat.
5. Store roll materials on end.
6. Store emulsion and liquid type products in temperatures above 40 degrees F.

C. HANDLING:

1. Handle sheet material, such as drywall, to avoid undue sagging.
2. Handle rolled goods so as to prevent damage to edges and ends.

D. PROTECTION:

1. Protect steel materials from corrosion.
2. Protect finished surfaces from damage.
3. Protect insulation from direct sunlight and moisture.
4. Protect edges of sheet material from damage.

3. Contractor shall be responsible for compliance with storage requirements.
4. Materials damaged due to improper storage shall be replaced by the Contractor at no cost to the Owner.

5. OWNER-FURNISHED ITEMS AND EQUIPMENT:

Store and handle Owner furnished items and equipment per the requirements of this Section.

END OF SECTION

SECTION 016050
PRODUCTS AND SUBSTITUTIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

A. DEFINITIONS:

"Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

B. SUBSTITUTIONS:

The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract documents and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions", and are subject to requirements hereof.

C. STANDARDS:

Refer to Division 1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.3 QUALITY ASSURANCE

A. SOURCE LIMITATIONS:

To the greatest extent possible of each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.

B. COMPATIBILITY OF OPTIONS:

Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

1.4 SUBMITTALS

- A. REQUESTS FOR SUBSTITUTIONS:
Submit three (3) copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant quantities between specified item and proposed substitution, statement of effect on construction time and coordination with other's affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.5 PRODUCT DELIVERY, STORAGE & HANDLING

- A. GENERAL:
Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.6 WARRANTIES (GUARANTEES)

- A. CATEGORIES OF SPECIFIC WARRANTIES:
Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications.
1. SPECIAL PROJECT WARRANTY (GUARANTEE):
A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
 2. SPECIFIED PRODUCT WARRANTY:
A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.
 3. COINCIDENTAL PRODUCT WARRANTY:
A warranty which is not specifically required by contract documents (other than as specified in this section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.
- B. REFER TO INDIVIDUAL SECTIONS:
Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

C. GENERAL LIMITATIONS:

It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of Substantial Completion, or 4) Insurrection or acts of aggression including war.

D. RELATED DAMAGES AND LOSSES:

In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.

1. CONSEQUENTIAL DAMAGES:

Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.

E. REINSTATEMENT OF WARRANTY PERIOD:

Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.

A period of time ending upon date original warranty would have expired if there had been no failure.

F. REPLACEMENT COST, OBLIGATIONS:

Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefitted from use through a portion of anticipated useful service lives.

G. REJECTION OF WARRANTIES:

Owner reserves the right, at time of Substantial Completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.

H. CONTRACTOR'S PROCUREMENT OBLIGATIONS:

Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

I. SPECIFIC WARRANTY FORMS:

Where a special project warranty (guarantee) or specified product warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution by required parties. Submit draft to Owner (through Architect/Engineer) for approval prior to final executions.

PART 2 PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCES

A. GENERAL:

The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

B. PROCEDURES FOR SELECTING PRODUCTS:

Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

1. SINGLE PRODUCT/MANUFACTURER NAME:

Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.

2. TWO OR MORE PRODUCT/MANUFACTURER NAMES:

Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.

3. "OR EQUAL":

Where named products in specifications text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's/Engineer's approval (by change order) to provide an unnamed product.

4. "NAMED"

Except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect/Engineer for the acceptance before proceeding.

5. STANDARDS, CODES AND REGULATIONS:

Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.

6. PERFORMANCE REQUIREMENTS:

Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.

7. PREScriptive REQUIREMENTS:
Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
8. VISUAL MATCHING:
Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning, "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.
9. VISUAL SELECTION:
Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures...", or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry...", or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

2.2 SUBSTITUTIONS

- A. CONDITIONS:
Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect/Engineer. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
 1. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.
 2. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly to coordinate various activities properly.
 3. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.
 4. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.

5. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect/Engineer for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.

B. WORK RELATED SUBMITTALS:

Contractor's submittal of (and Architect's/Engineer's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.3 GENERAL PRODUCT REQUIREMENTS

A. GENERAL:

Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

1. STANDARD PRODUCTS:

Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

2. CONTINUED AVAILABILITY:

Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.

B. NAMEPLATES:

Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

1. LABELS:

Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous

2. EQUIPMENT NAMEPLATES:

Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 INSTALLATION

NOT USED

END OF SECTION

SECTION 017000
PROJECT CLOSEOUT

1. PROJECT CLOSEOUT SHALL FOLLOW THE FOLLOWING SEQUENCE:
 - A. SUBSTANTIAL COMPLETION:
As defined by Articles 8.1.3 and 9.8 of the General Conditions. Should a "Certificate of Substantial Completion" not be issued, Contractor shall notify Architect, in writing, of his readiness for the "Pre-Final" inspection.
 - B. COMPLETION OF PUNCH LIST:
Contractor shall complete all items on Punch List from "SUBSTANTIAL COMPLETION" or "PRE-FINAL" inspection, and so inform Architect in writing, and submit Closeout Documents A, B, C, and D listed in Item 2 of this section to Architect.
 - C. FINAL INSPECTION:
Architect and Owner, with Contractor, will verify that all Punch List items have been completed or otherwise resolved.
 - D. SUBMISSION OF REMAINING CLOSEOUT DOCUMENTS:
As defined in Item No. 2 below.
 - E. EXECUTION OF CHANGE ORDER FOR ADDITIONAL WORK AND/OR TIME.
 - F. ARCHITECT ISSUES CERTIFICATE OF FINAL PAYMENT:
Only after Items "A" through "E" above have been completed will the Certificate for Final Payment be approved by the Architect.
2. CLOSEOUT DOCUMENTS:
Contractor shall submit the following documents to the Architect before the final certificate for payment is approved.
 - A. Maintenance Manual as specified in "INCIDENTAL WORK" section of Division 1.
 - B. Heating, Air Conditioning, Plumbing, and Electrical Operation Manual, with letter from Owner acknowledging receipt of operating instructions.
 - C. "Record" drawings as specified in "INCIDENTAL WORK" section of Division 1 (**drawings and CD-R**).
 - D. Letter listing Maintenance Materials turned over to Owner.
 - E. *Consent of Surety to Final Payment*, AIA Form G707.
 - F. *Contractor's Affidavit of Release of Lien*, AIA Form G706A.
 - G. *Contractor's Affidavit of Payment of Debts and Claims*, AIA Form G706.
 - H. Release of Liens from all Subcontractors and Materials Suppliers, with Contract amounts of \$1,000.00 or more.
 - I. Guarantee on all Major Sub-Contracts.
 - J. General Contractor's Guarantee.
 - K. **Affidavit of Advertisement of Job Completion (4 consecutive weeks)**

One (1) copy of forms for E, F, and G will be furnished by Architect, upon request of Contractor.
3. Contractor may consult with Architect and arrange a schedule for minimum time lapse between release of liens and final payment.

END OF SECTION

**SECTION 017100
CLEANING**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Execute cleaning during progress of the work and at completion of the work, as required by General Conditions.
- B. Related requirements in other parts of the Specifications:

 General Conditions

1.2 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the work, site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish. Debris shall not be thrown through windows nor into foundation trenches.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.2 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Hardware shall have stains, dust, dirt, paint and other disfigurement removed and shall be thoroughly cleaned and polished.
- D. Cabinets, built-ins and equipment shall be thoroughly cleaned and dusted.
- E. Wash ceramic tile and plumbing fixtures, wash glass on both sides.

- F. Scratched, marred or otherwise disfigured aluminum or other finished metals shall be replaced.
- G. Ventilating systems:
 - 1. Clean permanent filters and replace disposable filters if units were operated during construction.
 - 2. Clean blowers and coils if units were operated without filters during construction.
- H. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.
- I. Upon completion of final cleaning, cleaning equipment, materials and debris shall be removed from building and premises left clean.

END OF SECTION

SECTION 024120
SELECTIVE BUILDING DEMOLITION

PART 1 GENERAL

1.1 SCOPE

This section covers Demolition, including all equipment, tools, labor and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.2 COORDINATION

Coordinate demolition work with other trades as necessary to expedite work of other trades and the entire project.

1.3 PROTECTION

- A. Provide barricades, fences and other barriers necessary to protect any persons who may be in or around demolition operations and the removal of demolition debris.
- B. Protect portions of existing building which are to remain from damage both structurally and in appearance.
- C. Any areas damaged as a result of demolition work shall be repaired to its original condition or replaced by the Contractor without cost to the Owner.

PART 2 MATERIALS

2.1 EQUIPMENT AND TOOLS

Provide equipment and tools of kind and size necessary to perform demolition work in an expeditious manner.

PART 3 EXECUTION

3.1 DEMOLITION WORK

- A. Provide all demolition work necessary to complete the work of this contract.
- B. Generally, demolition work is indicated on drawings.

3.2 OWNERSHIP OF DEMOLISHED MATERIALS

All demolished materials shall become the property of the contractor, except for mini-split systems salvaged in good working condition, which shall be handed over to Facilities Manager.

3.3 CLEAN-UP

Remove all demolished materials and debris from the site.

END OF SECTION

SECTION 064100
ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Special fabricated cabinet units.
 - 2. Plastic laminate countertops.
 - 3. Shop finishing.
 - 4. Cabinet hardware.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 066116 – Solid Surfacing Fabrications.
 - 3. Section 079200 – Joint Sealers.
 - 4. Section 123640 – Stone Countertops.

1.2 REFERENCES

- A. Architectural Woodwork Institute/Architectural Woodwork Manufacturers of Canada/Woodwork Institute (AWI/AWMAC/WI) – Architectural Woodwork Standards.
- B. Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA) LD-3 - High Pressure Decorative Laminates.
- C. Forest Stewardship Council (FSC) STD-40-004 – Chain of Custody Standard.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings:
 - a. Include dimensioned plan, sections, elevations, and details, including interface with adjacent work.
 - b. Designate wood species and finishes.
 - 2. Samples:
 - a. 3 x 3 inch plastic laminate samples showing available colors and finishes.
 - b. Each hardware component.
 - c. 6 inch long lumber samples for transparent finish.
 - d. 12 x 12 inch sheet product samples for transparent finish.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications:
 - 1. Minimum 5 years documented experience in work of this Section.
 - 2. Certified under AWI/AWMAC/WI Quality Certification Program.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver materials until proper protection can be provided, and until needed for installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers – Plastic Laminate:
 - 1. Formica Corp. (www.formica.com)
 - 2. Nevamar Co. (www.nevamar.com)

3. Wilsonart International, Inc. (www.wilsonart.com)

B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Sheet Products:
1. Graded in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 4 requirements for quality grade specified.
 2. Exposed and semi-exposed veneers: Close grain hardwood, of quality suitable for opaque finish.
 3. Sheet core: Medium density fiberboard.
- B. Lumber:
1. Graded in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 3 requirements for quality grade specified, average moisture content of [6] [] percent.
 2. Exposed and semi-exposed locations: Close grain hardwood, of quality suitable for opaque finish.
- C. Hardboard: Pressed wood fiber with resin binder; standard grade, 1/8 inch thick, smooth one side.
- D. Plastic Laminate: NEMA LD-3.
1. High pressure decorative laminate:
 - a. Horizontal surfaces:
 - 1) Backing sheet: Grade BGF.
 - 2) Postformed surfaces: Grade HGP.
 - 3) Acid resisting: Grade LGP.
 - 4) Other surfaces: Grade HGS.
 2. Low pressure decorative laminate: Grade VGL.
 3. Colors: To be selected from manufacturer's full color range.
 4. Finish: As selected by Architect.

2.3 ACCESSORIES

- A. Fasteners: Type and size as required by conditions of use.
- B. Adhesives:
1. Compatible with backing and laminate materials.
- C. Finish Hardware: As scheduled at end of Section.
- D. Joint Sealers: Specified in Section 079200.

2.4 FABRICATION

- A. Cabinets – Transparent Finish:
1. Quality: AWI/AWMAC/WI Architectural Woodwork Standards, Section 10, Custom Grade.
 2. Construction type: Face frame.
 3. Interface style: Overlay.
 4. Semi-exposed surfaces: Wood suitable for opaque finish.
 5. Fit exposed and semi-exposed sheet edges with matching wood edging.
 6. Fabricate drawer bodies to full depth of drawer fronts less 1/2 inch.
- B. Plastic Laminate Countertops:
1. Quality: AWI/AWMAC/WI Architectural Woodwork Standards, Section 11, Custom Grade.
 2. Fabricate from sheet product with lumber fronts.
 3. Locate end joints centered or symmetrical. Join sections with concealed clamp fasteners. Locate plastic laminate butt joints minimum 2 feet away from sinks.
 4. Provide holes and cutouts for mounting of sinks, trim, and accessories.

- C. Shop assemble for delivery to project site in units easily handled.
- D. Prior to fabrication, field verify dimensions to ensure correct fit.
- E. Apply plastic laminate in full uninterrupted sheets; fit corners and joints to hairline. Slightly bevel arises. Apply laminate backing sheet to reverse side of laminate faced surfaces.
- F. Where field fitting is required, provide ample allowance for cutting. Provide trim for scribing and site conditions.
- G. Provide cutouts and reinforcement for plumbing, electrical, appliances, and accessories. Prime paint surfaces of cut edges.

2.5 FINISHES

- A. Factory Finishing:
 - 1. Factory finish casework in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 5.
 - 2. Finish system: Polyurethane, Water-based.
 - 3. Color: To be selected from manufacturer's full color range.
 - 4. Sheen: Semigloss.

PART 3 EXECUTION

3.1 PREPARATION

- A. Prior to installation, condition cabinets to average humidity that will prevail after installation.

3.2 INSTALLATION

- A. Install in accordance with AWI/AWMAC/WI Architectural Woodwork Standards.
- B. Set plumb, rigid and level.
- C. Scribe to adjacent construction with maximum 1/8 inch gaps.
- D. Adhere countertops, splashes, and skirts with beads of adhesive.
- E. Fill joints between cabinets, tops, splashes, and adjacent construction with joint sealer as specified in Section 079200; finish flush.

3.3 FINISH HARDWARE SCHEDULE

DESCRIPTION

Door and drawer pull:	Ives 4 inch wire pulls or equal
Drawer slide:	Blum soft-close or equal
Door hinge:	Blum soft-close or equal

END OF SECTION

SECTION 079200
JOINT SEALERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Joint backup materials.
 - 2. Joint sealers.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. C510 - Standard Test Method for Staining and Color Change of Single- or Multicomponent Joint Sealants.
 - 2. C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
 - 3. C834 - Standard Specification for Latex Sealing Compounds.
 - 4. C920 - Standard Specification for Elastomeric Joint Sealants.
 - 5. C1193 - Standard Guide for Use of Joint Sealants.
 - 6. C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
 - 7. C1472 - Standard Guide for Calculating Movement and Other Effects When Establishing Sealant Joint Width.
 - 8. C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints.
 - 9. D2203 - Standard Test Method for Staining from Sealants.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data: Indicate sealers, primers, backup materials, bond breakers, and accessories proposed for use.
 - 2. Samples:
 - a. 1/2 x 1/2 x 3 inch long joint sealer samples showing available colors.
 - 3. Warranty: Sample warranty form.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 2 years experience in work of this Section.
- B. Laboratory Pre-Construction Testing:
 - 1. Obtain representative samples of actual substrate materials.
 - 2. Test sealers and accessories for following:
 - a. Adhesion: Test to ASTM C794 and ASTM C719; determine surface preparation and required primer.
 - b. Compatibility: Test to ASTM C1087; determine that materials in contact with sealers do not adversely affect sealant materials or sealant color.
 - c. Staining: Test to ASTM D2203, ASTM C510, or ASTM C1248; determine that sealants will not stain joint substrates.
 - d. Pre-construction testing is not required when sealant manufacturer furnishes data acceptable to Architect based on previous testing for materials matching those of this Project.
- C. Field Pre-Construction Testing:

1. Perform field testing for sealant adhesion in accordance with ASTM C1521 on exterior mockup, prior to beginning application, and for each 1000 feet of installed sealer.
2. Install sealers using joint preparation methods and materials recommended by sealer manufacturer.
3. When tests indicate sealant adhesion failure, modify joint preparation, primer, or both and retest until joint passes sealant adhesion test.

1.5 PROJECT CONDITIONS

- A. Do not apply sealers at temperatures below 40 degrees F unless approved by sealer manufacturer.

1.6 WARRANTIES

- A. Furnish manufacturer's 10 year warranty providing coverage for sealers and accessories that fail to provide air and water tight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 1. BASF Building Systems. (www.buildingsystems.basf.com)
 2. Dow Corning Corp. (www.dowcorning.com)
 3. GE Silicones. (www.siliconeforbuilding.com)
 4. Pecora Corp. (www.pecora.com)
 5. Sika Corp. (www.sikausa.com)
 6. Tremco, Inc. (www.tremcosealants.com)
- B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Joint Sealer Type 6:
 1. ASTM C834, single component acrylic latex, non sag.
 2. Movement capability: Plus or minus 7-1/2 percent.
 3. Color: White.
- B. Joint Sealer Type 7:
 1. ASTM C920, Grade NS, single component silicone, non sag, mildew resistant.
 2. Movement capability: Plus or minus 25 percent.
 3. Color: To be selected from manufacturer's full color range.

2.3 ACCESSORIES

- A. Primers, Bondbreakers, and Solvents: As recommended by sealer manufacturer.

2.4 MIXES

- A. Mix multiple component sealers in accordance with manufacturer's instructions.
 1. Mix with mechanical mixer; prevent air entrainment and overheating.
 2. Continue mixing until color is uniform.

PART 3 EXECUTION

3.1 PREPARATION

- A. Remove loose and foreign matter that could impair adhesion. If surface has been subject to chemical contamination, contact sealer manufacturer for recommendation.

- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Protect adjacent surfaces with masking tape or protective coverings.
- D. Calculate joint dimensions in accordance with ASTM C1472.

3.2 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Install sealers and accessories in accordance with ASTM C1193.
- C. Install acoustical sealers and accessories in accordance with ASTM C919.
- D. Use bondbreaker tape where joint backing is not installed.
- E. Tool sealer to smooth profile.
- F. Apply sealer within manufacturer's recommended temperature range.

3.3 CLEANING

- A. Remove masking tape and protective coverings after sealer has cured.
- B. Clean adjacent surfaces.

3.4 SCHEDULE

JOINT LOCATION OR TYPE

SEALER TYPE

Interior Joints:

- Joints in toilet rooms, countertops, kitchens
- Other joints

7
6

END OF SECTION

SECTION 093100
CERAMIC TILE

PART 1 GENERAL

1.1 SCOPE

This section covers Ceramic Tile, including all materials, equipment, labor, and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.2 SUBMITTALS

- A. PRODUCT DATA:
Submit manufacturer's technical information and installation instructions for materials required, except bulk materials.
- B. SAMPLES FOR INITIAL SELECTION PURPOSES:
Submit manufacturer's color charts consisting of actual tiles or sections of tile showing full range of colors, textures and patterns available for each type of tile indicated. Include samples of grout and accessories involving color selection.

1.3 TRADE STANDARDS

All materials and installation methods shall be in accord with recommended practices of the Tile Council of America, Inc.

1.4 DELIVERY, STORAGE AND HANDLING OF MATERIALS

- A. Deliver materials in manufacturer's original unopened containers with labels intact and legible.
- B. Store materials indoors, on skids or pads with ventilated protective covering to prevent water damage and excessive wetting.
- C. Handle materials carefully and in such a manner as to prevent damage to materials and other finished work.

1.5 MANUFACTURERS

- A. Subject to compliance with the Contract Documents, provide products from the following manufacturers:
 - 1. American Olean, www.americanolean.com
 - 2. Crossville Inc., www.crossvilleinc.com
 - 3. Dal-Tile, www.daltile.com
 - 4. Florida Tile, www.floridatile.com
- B. Furnish only tile from members in good standing of the Tile Council of America.

PART 2 MATERIALS

2.1 CERAMIC WALL TILE

Standard grade, glazed ceramic wall tile, 1/4" thick, 4" x 4" nominally single colored; match existing as closely as possible.

2.2 SETTING BED

- A. One (1) part Portland cement per ASTM C-150 Type 1 to three (3) parts Silica sand graded 30/60.
- B. Gauging liquid shall be "LATICRETE" 3701 or an equal approved by Architect.
- C. Use of water as gauging liquid is not acceptable.

2.3 THIN SET MORTAR

"LATICRETE" 4237 tile setting liquid mixed with 1:1 Portland cement per ASTM C-150 Type 1 and Silica sand graded 30/60.

2.4 GROUT

- A. Hydroment pre-packaged grout as manufactured by UPCO Manufacturing or an equal approved by Architect.
- B. Gauging liquid shall be "LATICRETE" 3701.
- C. Use of water as gauging liquid is not acceptable.

2.5 INTEGRAL SOAP DISH

Domestic, Grade A, polished exposed surface, 4" x 6" nominal, wall-mounted ceramic soap dish, match tile color.

2.6 WATERPROOF ADMIXTURE

Approved integral waterproof admixture.

2.7 SAND

Conforming to ASTM C-144.

2.8 HYDRATED LIME

Conforming to ASTM C-206, Type S or ASTM C-207, Type S.

2.9 WATER

Fresh, clean and drinkable.

PART 3 INSTALLATION

3.1 PREPARATION

- A. Inspect surfaces to receive tile prior to installation. Verify that surfaces are clean, dry and have proper shape where required.
- B. Verify all dimensions of existing and subsequent construction. Verify that gypsum board backing is the required type and is installed and prepared in accordance with Gypsum Association GA 216.
- C. Report any discrepancies which could adversely affect tile installation to Architect in writing.
- D. Installation of tile shall constitute acceptance of surfaces as proper to receive tile.
- E. Lay out tile in each area in such a manner as to minimize cutting of tile, especially cuts less than one half tile size, and maximize alignment of joints.

3.2 TEMPERATURE

Contractor shall maintain room temperature above 60 degrees during and 48 hours minimum both before and after installation of tile work.

3.3 WALL TILE

- A. Apply mortar with notched trowel and scraping motion. Work material to good contact with surface being covered. Apply only as much mortar as can be covered in 20 minutes.
- B. Apply small amount of mortar to back of tile and immediately set in place and rub or beat with small beating block. Remove excess mortar.
- C. Installed tile wall shall be smooth and flat with all joints uniform in width.

3.4 GROUTING AND POINTING JOINTS

- A. Mix materials in strict accord with manufacturer's instructions and recommendations. Adjust gauging liquid as required to obtain proper consistency.
- B. Pack joints full of grout and free of voids, pits, and air-pockets.
- C. Clean excess grout from surface with clean water as work progresses while grout is fresh and before it hardens.
- D. Rake joints flush with tile surface.

3.5 CLEANING

- A. Difficult to clean cement film or mortar shall be removed from finished work using TC-50 cleaner and a nylon buffing pad. Saturate all grout joints with water before applying cleaner.
- B. DO NOT use acid type cleaners.

3.6 PROTECTION

- A. Protect finished tile work from damage by covering with heavy paper or plastic as required.
- B. All damaged tile work shall be replaced by Contractor without additional cost to Owner.

3.7 CLEAN-UP

At completion of work, remove all excess materials and debris from site.

END OF SECTION

SECTION 136001
ACRYLIC BATHTUB LINER SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Scope: All labor, materials and equipment necessary to provide and install acrylic/ABS bathtub liners as shown in the drawing(s).
- B. Work Included: Without limiting the generality of the foregoing, include the following:
 - 1. Field measurement.
 - 2. Installation.
 - 3. Accessories.
 - 4. Caulking.
 - 5. Coordination.
 - 6. Cleanup.

1.2 QUALITY ASSURANCE

- A. Standards: Acrylic/ABS bathtub liners to comply with referenced standards of the:

American Society for Testing and Materials (ASTM), International Plumbing Code (IPC), International Association of Plumbing and Mechanical Officials (IAPMO), Uniform Plumbing Code (UPC) and American National Standard Institute (ANSI).
- B. Employees: Manufacturer approved agencies will use employees who are trained and experienced in the necessary crafts and familiar with the specifications and methods needed to properly perform the work. Manufacturer approved agency to perform the work must be in business for a minimum of five (5) years.
- C. Guarantee: Acrylic/ABS bathtub liner systems shall be installed by the manufacturer, manufacturer approved agent/company and guaranteed against manufacturing defects for a period of five (5) years from the date of substantial completion. Installation and labor is guaranteed for a period of one (1) year.

1.3 SUBMITTALS

- A. Samples: Submit samples for review by the Architect as follows:
 - 1. Acrylic/ABS material.
 - 2. Any selected accessories.
 - 3. Caulking.
 - 4. Adhesives.
 - 5. Fastening devices.
- B. Shop Drawings: Submit detailed shop drawings for review by the Architect. These shop drawings shall show proposed methods of installation for actual field conditions.
- C. Test Installation: Make one completed installation of acrylic bathtub liner system. Remaining work may be done only after written approval from the Architect not to be unreasonably withheld or delayed. Approved test installation will be the standard by which remaining work is judged.
- D. Maintenance Information: Furnish two (2) copies of the Cleaning Instructions.

PART 2

PRODUCTS

2.1

MANUFACTURERS

- A. Basis of Design: Bathfitter (www.bathfitter.com).
- B. Substitutions: Under provisions of Division 01.

2.2

LOCATIONS

- A. All dwelling units northeast of Pinhook Creek.

- B. Any dwelling unit southwest of Pinhook Creek, identified by Owner to receive unit price provisions.

2.3

MATERIALS – GENERAL

- A. Materials: All materials shall be new, free of defects impairing their strength, durability or appearance and of good commercial quality for purposes noted.

- B. Caulking: All caulking shall be watertight, mildew resistant silicone sealant, equal to or better than DOW Corning 784, 786 or SCS-1702. Where the seam is next to a wall that is going to be painted, a latex caulk may be used if so specified.

- C. Adhesives: All adhesives used shall be fire, water and mildew resistant in their cured state.

- D. Plastic: Shall be acrylic/ABS in sheet form with the following characteristics:

- 1. Thickness as specified for each member with a tolerance of ten percent (10%) plus or minus.
- 2. Meets or exceeds the requirements of HUD/FHA as stated in "Materials Bulletin Number 73A: for Plastics".
- 3. Retains a modest gloss finish resistant to chipping and cracking under normal use.
- 4. Substantially of the specified color within each installation.

- E. Basis of Design Product: Subject to compliance with requirements.

2.4

ACRYLIC BATHTUB LINER SYSTEM

- A. Acrylic/ABS Plastic: Members shall be manufactured from a sheet of acrylic plastic with a minimum thickness of 0.225".

- B. Style: The acrylic bathtub liner system shall be a single sheet of smooth acrylic without seams/joints which are molded and customized to meet the reasonable specific requirements of each bathroom.

PART 3

EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Verification: The contractor shall visit each unit and verify all dimensions and conditions for the work herein specified.

- B. Working Hours: The installation shall be made during normal working hours and shall be completed on the same day in which it is commenced whenever reasonably possible.

- C. Obstructions: Any reasonable/normal obstructions encountered for the installation of all products in this specification shall be removed under this contract, except that should any hazardous material be encountered, contractor shall immediately suspend work until such substance is removed by owner at owner's sole cost and expense.

3.2 SURFACE CONDITIONS

- A. Bonding Surfaces: Clean, prepare and prime existing bathtub and remove all foreign materials such as chipping paint, etc., except that should any hazardous material be encountered, contractor shall immediately suspend work until such substance is removed by owner at owner's sole cost and expense.
- B. Conditions: Examine the areas and conditions under which work of this section will be performed. Correct normal conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected. Any unusual condition encountered shall be corrected at owner's additional cost and expense.

3.3 INSTALLATION

- A. Acrylic Bathtub Liner System
 - 1. Clean and prepare existing tub surfaces.
 - 2. Remove existing drain, replace with new drain and re-seal.
 - 3. Remove existing overflow, re-seal overflow using overflow funnel and the new overflow cover.
 - 4. Measure, cut and integrate acrylic bathtub liner with tub wall surround.
 - 5. Seal all seams by applying silicone waterproofing.
 - 6. Seal exposed ends and seams with specific sealants.
 - 7. Installation shall be made with approved caulking.

3.4 CAULKING AND WATERPROOFING

- A. Clean all seam surfaces to be caulked as required by manufacturer.
- B. Apply silicone/adhesive waterproofing sealant to all seams and plumbing trim for a water tight installation.

3.5 CLEAN UP

- A. Wipe down all products installed with warm soapy water and/or acrylic cleaner.
- B. Remove all waste resulting from this work and leave each unit "broom clean".

END OF SECTION

SECTION 220000
INCIDENTAL PLUMBING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Plumbing materials, fixtures, fittings, and installation.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data:
 - a. Cut sheets of fixtures.
 - b. Cut sheets of fittings.
 - 2. Submit color charts or chips for selection of colors and finishes.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum of five (5) years of experience in work of this Section.
- B. Materials: All manufactured articles, materials, and equipment shall be applied as recommended by the manufacturers, and unless otherwise specified shall be new, and free from defects. All like materials used shall be of the same manufacture and quality unless otherwise specified.
- C. Workmanship: All work under this contract shall be performed by competent workmen and executed in a neat and workmanlike manner. Work shall be properly protected during construction, and on completion, the installation shall be thoroughly cleaned and all debris present as a result of this contract shall be removed from the premises.

1.4 TESTS

- A. Drainage and Vent Piping: Drainage and vent piping shall be tested before the plumbing fixtures are installed by capping the openings and filling the entire system with water and allowing it to stand thus filled not less than one (1) hour. Inspect water level to determine if piping is tight.
- B. Water Piping: The water supply piping lines shall be tested before the plumbing fixtures are connected by filling the entire system with potable water and applying hydrostatic pressure of 100 PSI and allowing to stand for not less than four (4) hours at this pressure to prove plumbing integrity.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials shall be new and of the quality indicated by the specified brand names or approved equal.

2.2 WATER PIPE

- A. Underground: Type "K" Copper tube, soft temper.
- B. Above Ground: Type "L" Copper tube, hard drawn.

2.3 WASTE PIPING

- A. Install horizontal drain and waste pipes with minimum of 1/8" per foot slope.

2.4 PIPE SLEEVES/ESCUTCHEONS

- A. Provide chrome-plated escutcheons on all pipes passing through walls, floors, or ceilings of finished rooms. Escutcheons to be Beaton & Caldwell, #10, 40, 6A or equivalent with set-screws. Provide escutcheons on all waste lines from plumbing fixtures, whether through walls, floors, and whether concealed behind counters or exposed. Pipe sleeves shall be provided when pipes penetrate foundation and shall be 1" larger than pipe. Seal sleeve with caulking.

2.5 PLUMBING FIXTURES & FITTINGS

- A. Furnish and install plumbing fixtures and fittings as indicated below and as located on drawings. Provide all accessories and trim required for complete installation. All fixtures shall be protected through the course of the construction. Any fixture damaged shall be replaced without additional expense to the Owner.
 - 1. Kitchen Sink: Delta Classic 2100 series, H28 handles.
 - 2. Kitchen Faucet: Moen 1800 series, 22 x 33, 18 gauge, self-rimming, stainless steel, two bowl.
 - 3. Toilets: Owner furnished, Contractor installed.
 - 4. Water Heaters: Owner furnished, Contractor installed.

PART 3 EXECUTION

3.1 PIPING INSTALLATION

- A. Cleanouts must be installed on minimum drop lines even though not shown on the blueprints. Use reducing fittings in making reductions in size of pipe. Ream all pipe after cutting, then turn pipes on end and knock out all loose dirt and scale before installing. Make changes in horizontal direction of soil and waste pipes with long radius fittings or with "Y" branches and 1/8 or 1/16 bends. Connect soil stacks at base to horizontal runs with "Y" connections.
- B. Water supply pipes to fixtures and waste pipes from fixtures shall be centered in the proper place relative to the center line of the fixture. No offsets will be allowed. All pipes shall be run mechanically straight and square with building lines, except for required pitch on horizontal lines, and all changes in direction shall be made with fittings. Water piping to be routed in walls and under the floor slab as noted. Where water lines are routed under the floor slab, no mechanical joints shall be made under the slab except as listed below. Water piping shall be installed not to exert vertical nor horizontal stresses on the seating of unions. Unions shall be copper type NIBCO #733 or equal.
- C. No wax, putty, or varnish will be permitted. Cracked fittings shall be removed and replaced with new fittings. Make threaded joints in brass pipe and fittings with pipe threading to the shoulder of the fittings. No slip joints or coupling joints in brass pipe will be permitted, except on the fixture side of the trap.

3.2 WATER PIPE

- A. Joints shall be cleaned and deburred as recommended by the manufacturer and federal, state, and local codes and soldered as listed below. Flux shall be non-corrosive.
- B. Above Grade: Where fittings are soldered both fittings and tubing shall be cleaned as described above. Under no circumstances shall dissimilar metals come into direct contact with copper tubing; for example, galvanized strapping, hangers, or clamps to secure the tubing.
- C. Below Grade, or Floor Slab on Earth or Stone Fill: High temperature solder, 1200 degrees F or greater melting point. Note: Water pipe to be properly secured and aligned so as not to exert vertical or horizontal stresses on the seating of the male-female surfaces of the unions.

- D. Connection to Other Fixtures: Connect building service piping, including but not limited to water, drain, and gas pipes to food service equipment as indicated in equipment specifications. Provide backflow protection on ice machines and beverage equipment supply connections.

3.3 CLEANING

- A. At completion of all work, fixtures, exposed materials, and equipment shall be thoroughly cleaned.

3.4 FINAL ACCEPTANCE

- A. Before final acceptance, the plumbing contractor shall furnish a certificate of inspection and final approval from the plumbing inspector to the Owner and be in accordance with the latest revisions of the applicable codes and the approved drawings and specifications.

END OF SECTION

SECTION 238126
MINI-SPLIT SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. The Air Conditioner system shall be an Electric split system with Variable Speed Inverter Compressor technology. The system shall consist of a horizontal discharge, single phase outdoor unit, a matched capacity indoor section that shall be equipped with a wired wall mounted, wireless wall mounted and/or wireless hand-held remote controller.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 QUALITY ASSURANCE

- A. The units shall be tested by a Nationally Recognized Testing Laboratory (NRTL) and shall bear the ETL label.
- B. All wiring shall be in accordance with the National Electrical Code (N.E.C.) and local codes as required.
- C. The units shall be rated in accordance with Air-conditioning, Heating, and Refrigeration Institute's (AHRI) Standard 210 and bear the ARI Certification Label.
- D. The units shall be manufactured in a facility registered to ISO 9001 and ISO 14001, which is a set of standards applying to environmental protection set by the International Standard Organization (ISO).
- E. A dry air holding charge shall be provided in the indoor section.
- F. The outdoor unit shall be pre-charged with refrigerant.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Unit shall be stored and handled according to the manufacturer's recommendations.
- B. The controller shall be shipped separately and shall be able to withstand 105 degree F storage temperatures and 95% relative humidity without adverse effect.

1.4 WARRANTY

- A. The units shall have a manufacturer's parts and defects warranty for a period of five (5) years from the date of installation. The compressor shall have a warranty of seven (7) years from the date of installation. If, during this period, any part should fail to function properly due to defects in workmanship or material, it shall be replaced or repaired at the discretion of the manufacturer. This warranty does not include labor.
- B. Manufacturer shall have over twenty (20) years of continuous experience in the U.S. market.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Mitsubishi Electric Cooling and Heating (www.mitsubishipro.com)
- B. Substitutions: Under provisions of Division 01.

2.2 LOCATIONS

- A. All buildings northeast of Pinhook Creek.
- B. All buildings southwest of Pinhook Creek identified in the ALTERNATES section.

2.3 MODELS

- A. Model numbers are designated in the Mechanical Equipment Schedule on the drawings. Schedule to be coordinated with plans.

2.4 OUTDOOR UNIT

- A. The outdoor unit shall be compatible with the indoor units. The connected indoor unit shall be of the same capacity as the outdoor unit.
- B. The outdoor unit shall be equipped with an electronic control board that interfaces with the indoor unit to perform all necessary operation functions.
- C. The outdoor unit shall be completely factory assembled, piped and wired. Each unit must be test run at the factory.
- D. The electrical power of the unit shall be 208 volts or 230 volts, single phase, 60 hertz. The unit shall be capable of satisfactory operation within voltage limits of 187 volts to 253 volts.

2.5 INDOOR UNIT

- A. The indoor unit shall be factory assembled, wired and tested. Contained within the unit shall be all factory wiring and internal piping, control circuit board and fan motor. The unit, in conjunction with the wired wall-mounted controller, wireless wall-mounted controller or wireless handheld controller, shall have a self-diagnostic function, three-minute time delay mechanism, an auto restart function, and a test run switch. Indoor unit and refrigerant pipes shall be purged with dry nitrogen before shipment from the factory.
- B. The electrical power of the unit shall be 208 volts or 230 volts, single phase, 60 hertz. The system shall be capable of satisfactory operation within voltage limits of 187 volts to 253 volts.
- C. Remote Controllers: All units shall be provided with one remote controller kit. The wireless, wall-mounted remote controller kit shall consist of a wireless, wall-mounted controller to connect the receiver to the indoor unit. The controller shall have an LCD, a built-in temperature sensor, and a battery holder.

2.6 LINE SETS

- A. New line sets shall be installed throughout.

PART 3 EXECUTION

3.1 INSTALLATION INSTRUCTIONS

- A. Strictly adhere to manufacturer's written installation manual. Any deviations shall be approved in writing by the manufacturer, and shall in no way affect the warranty.

3.2 LOCATIONS

- A. Install units in appropriate locations identified. In modernization projects, tweak location to utilize existing mounting hardware and/or utility connection points. Supplement existing mounting hardware as required to ensure secure installation.

3.3 CONDENSATION

- A. Route condensation in the most direct to the exterior possible, minimizing sharp bends. Test condensation line to ensure that lines are clear and backup does not occur.

3.4 LINE SETS

- A. Line sets shall run between all outdoor and indoor units.
- B. Lines shall be insulated individually.

3.5 TESTING

- A. Charge and test run all systems. Ensure units operate properly.

3.6 CLEANING

- A. At completion of work, fixtures, exposed materials, and equipment shall be thoroughly cleaned.

3.7 FINAL ACCEPTANCE

- A. Before final acceptance, the mechanical contractor shall furnish a certificate of inspection and final approval from the mechanical inspector to the Owner and be in accordance with the latest revisions of the applicable codes and the approved drawings and specifications.

END OF SECTION