

PROJECT SPECIFICATIONS
PROJECT MANUAL

FOR

**Dosker Manor Fire Alarm
Replacement**

LMHA PROPOSAL NO. 1566
For

LOUISVILLE METRO HOUSING AUTHORITY
CAPITAL IMPROVEMENTS DEPARTMENT
420 South Eighth Street
Louisville, Kentucky 40203

LISA OSANKA
Executive Director and Contracting Officer

May 2022

PROJECT MANUAL INDEX

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

| | | |
|---------|---|---|
| SECTION | A | Advertisement for Bids |
| SECTION | B | Instructions to Bidders (HUD-5369) Representation, Certifications and Other Statement of Bidders (HUD-5369A) |
| SECTION | C | Supplemental Instructions to Bidders |
| SECTION | D | Form of Bid |
| SECTION | E | Supplemental Bid Information |
| SECTION | F | Form of Contract |
| SECTION | G | Form of Material/Labor Payment Bond |
| SECTION | H | Form of Performance Bond |
| SECTION | I | General Conditions |
| SECTION | J | Supplemental General Conditions |
| SECTION | K | Federal Davis-Bacon General Wage Decision |
| SECTION | L | Special Conditions |
| SECTION | M | MBE, Section 3, and EEO Contract Requirements, Forms & Documents |

DIVISION 1 - GENERAL REQUIREMENTS

| | |
|--------|--|
| 012000 | PROJECT MEETINGS |
| 013300 | SUBMITTAL PROCEDURES |
| 014000 | QUALITY REQUIREMENTS |
| 015000 | TEMPORARY FACILITIES AND CONTROLS |
| 016000 | PRODUCTS |
| 017300 | EXECUTION |
| 017419 | CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL |
| 017700 | CLOSEOUT PROCEDURES |

DIVISION 2 – EXISTING CONDITIONS

| | |
|--------|----------------------|
| 024119 | SELECTIVE DEMOLITION |
| 028211 | ASBESTOS ABATEMENT |

DIVISION 3 – 5 (NOT USED)

DIVISION 6 - WOOD AND PLASTICS (NOT USED)

DIVISION 7 - THERMAL AND MOISTURE PROTECTION (NOT USED)

DIVISION 8 – (NOT USED)

DIVISION 9 - FINISHES

| | |
|--------|----------|
| 099100 | PAINTING |
|--------|----------|

DIVISION 10 – (NOT USED)

DIVISION 11 – 14 (NOT USED)

DIVISION 20 – 26 (NOT USED)

DIVISION 31 – (NOT USED)

DIVISION 32 – EXTERIOR IMPROVEMENTS (NOT USED)

END OF INDEX

SECTION A

ADVERTISEMENT / INVITATION FOR BIDS

**ADVERTISEMENT FOR BIDS
DOSKER MANOR FIRE ALARM REPLACEMENT
PROPOSAL NO. 1566**

SECTION A

Page 1 of 2

The Louisville Metro Housing Authority of Louisville, Kentucky, will receive sealed bids, in triplicate, for the contract work entitled:

**Dosker Manor Fire Alarm Replacement
Proposal No. 1566**

BID OPENING: Bids will be received in person until **10 a.m., local time, Tuesday, June 7, 2022** at 3223 South 7th Street Road as it is customary; however, bidders *will be able to attend* for public opening.

Only bidder's prices and verification of submittal of required forms will be revealed at that time. Individuals wishing to review bid information must submit a written request to LMHA's Purchasing Agent at Webb@LMHA1.org.

Bidder's financial information will not be revealed at any time.

Direct procedural questions to:

**Jay Hendrick, Program Manager
Capital Improvements Department
Louisville Metro Housing Authority
420 S. Eighth Street, Louisville, KY 40203
(502) 569-4505
Email: jhendrick@lmha1.org**

Questions concerning technical issues should be directed to:

**Tom S. Smith
Sherman Carter Barnhart Architects, PLLC
2405 Harrodsburg Road, Lexington, KY 40504
(859) 224-1351
Email: tsmith@scbarchitects.com**

For the use of contractors, subcontractors, and material suppliers, the project plans and specifications are on file for reference, at:

CMD: 30 Technology Parkway South, Suite 100, Norcross, GA 30092 Phone: 1-800-424-3996, <https://www.constructconnect.com/contact-us/>;

Builders Exchange of Louisville: 2300 Meadow Drive, Louisville, KY 40218, Phone: (502) 459-9800, Fax: (502) 459-9803, <http://www.bxkentucky.com/>;

McGraw – Hill Construction Dodge / AGC: 4300 Beltway Place, Suite 150, Arlington TX 76018, Phone: 1-800393-6343, Email: support@construction.com, <https://www.construction.com/contact>;

Allied Construction Industries: 3 Kovach Drive, Cincinnati, OH Phone: (513) 221-8020, Fax: (513) 221-8023; and

BidTool / CDC: 2001 9th Avenue, 2nd Floor Vero Beach FL 32960 1-800-652-0008 or email at: service@cdcnews.com, <https://www.cdcnews.com/bidtool-imp>.

**ADVERTISEMENT FOR BIDS
DOSKER MANOR FIRE ALARM REPLACEMENT
PROPOSAL NO. 1566**

SECTION A

Page 1 of 2

Official bidding documents may be obtained from the Louisville Metro Housing Authority's e-procurement Marketplace free of charge:

https://ha.economicengine.com/requests.html?company_id=9038&nocache=52706282, or at
http://www.lmha1.org/bid_opportunities/index.php

The Louisville Metro Housing Authority is an equal opportunity employer and is committed to affirmative action in the involvement of minority business to the maximum extent possible. LMHA encourages MBE, WBE and DBE firms or individuals to respond. Non-minority firms or individuals are requested to seek participation of minority, women and disabled owned businesses as subcontractors or in partnership arrangements to the maximum extent possible. The specifications contain detailed information regarding MBE, WBE and DBE participation and prevailing wage requirements.

PRE-BID CONFERENCE: Louisville Metro Housing Authority (LMHA) will conduct *in-person* public Pre-Bid Conference as it is customary, and would like to invite all bidders and public to participate in the Pre-Bid Conference at 3223 South Seventh Street for all bidders, suppliers and public at **10:00 a.m., local time, Tuesday, May 24, 2022**, as follows:

Contractor may review buildings at 413 East Muhammad Ali Boulevard between LMHA normal business hours 2:00 pm – 4:00 pm on Wednesday, July 25, 2022; all bidders are expected to follow any guidelines from the CDC, State and local authorities regarding the ongoing Coronavirus (COVID-19) Outbreak.

The Louisville Metro Housing Authority reserves the right to accept any bid, or portion thereof, reject any or all bids, to waive any informalities in bids received where such acceptance, rejection, or waiver is considered to be in the best interest of the Louisville Metro Housing Authority and to reject any bid where evidence or information submitted by the bidder does not satisfy the Louisville Metro Housing Authority that the bidder is qualified, capable of carrying out the requirements of the Contract Documents or is in any manner unresponsive in the preparation of its bid. By: Lisa Osanka, Executive Director and Contracting Officer

END OF SECTION A

SECTION B

**INSTRUCTIONS TO BIDDERS FOR CONTRACTS
PUBLIC AND INDIAN HOUSING PROGRAMS
(Form HUD-5369)**

AND

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS
PUBLIC AND INDIAN HOUSING PROGRAMS
(Form HUD-5369-A)**

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

SECTION C

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Any bidder who submits the *Form of Bid*, consisting of *Section D* of these documents, certifies that it understands that the bid form must be fully and properly completed to be considered responsive. The Bidder also certifies that it fully understands the points set out below and warrants that it will comply with same. Failure to comply with any portion of this section may be grounds for rejection of bid. Those points are as follows:

I. Substitutions

A. *Generally*

In most circumstances, LMHA will consider substitute materials in lieu of those specified in the solicitation. Bidders wishing to submit bids inclusive of substitute materials are directed to Section J for guidance.

II. Bid Preparation and Submission

A. *Alternate Bids*

Paragraph 1. (f) of the *Instructions to Bidders for Contracts*, HUD-5369, is revised as follows:

Unless expressly authorized elsewhere in this solicitation, alternate bids and/or qualifying statements may not be considered.

III. Amendments to Invitations for Bids

A. *Acknowledgment of Receipt*

Paragraph 3. (b) of the *Instructions to Bidders for Contracts*, HUD-5369, is revised as follows:

Bidders must acknowledge receipt of all amendments (addenda), if any, in the space provided on the *Form of Bid* provided in the Official Bid Package. Bids which fail to acknowledge the Bidder's receipt of any amendment may result in rejection of the bid if the amendment(s) contained information that substantively changed the PHA's requirements.

B. *Availability and Delivery*

Paragraph 3. (c) of the *Instructions to Bidders for Contracts*, HUD-5369, is deleted and replaced by the following language:

Amendments will be on file in the offices of the PHA as far in advance of the bid opening date as is feasible. Amendments will be transmitted to plan rooms (listed in Section A, *Advertisement for Bids*), plan holders and will be posted on LMHA's Website / e-Procurement Marketplace as soon as possible after they are generated and will be included in all bid packages released thereafter.

IV. Responsibility of Prospective Contractor

A. Evaluation Factors

Paragraph 4. (a)(1), (2), (3), and (4) of the *Instructions to Bidders for Contracts*, HUD-5369, are deleted and replaced by the following, non-exclusive list:

1. Possession of adequate financial resources, or the ability to obtain such resources, as required for the performance of the work under this project;
2. Ability to fulfill all bonding and insurance requirements of this project;
3. Past performance and conduct on LMHA projects;
4. Ability to comply with the required performance schedule, taking into consideration all existing business commitments;
5. Record of satisfactory performance (particularly with reference to participation on any previous or current Louisville Metro Housing Authority projects);
6. Record of integrity and business ethics;
7. Qualification and eligibility to receive Government contracts;
8. Possession of regularly employed personnel with the experience, trade skills, and proficiency needed to perform the work as specified;
9. Possession of the necessary organization, experience, operational controls, and technical skills; and
10. Possession of adequate production capacity, construction and technical equipment, and facilities.

The Louisville Metro Housing Authority may, as a condition of determining a bidder's responsibility, require a bidder or any proposed subcontractor to submit information demonstrating that entity's possession of the above qualifications.

V. Late Submissions, Modifications, and Withdrawal of Bids

A. Evidence of Time of Receipt

Paragraph 5. (d) of the *Instructions to Bidders for Contracts*, HUD-5369, is supplemented as follows:

The official timepiece of the Louisville Metro Housing Authority is the clock in the Conference Room of the Louisville Metro Housing Authority's Purchasing Department, located at 3223 South Seventh Street Road, Louisville, Kentucky 40216 (or other such device as may be located there and designated for the purpose of official time keeping).

B. Mistakes in Bids

Paragraph 5. (h) is added to *Instructions to Bidders for Contracts*, HUD-5369, as follows:

A low bidder alleging a non-judgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document, but the intended bid price is unclear or the bidder submits convincing evidence that a mistake was made. Subsequent to the bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Louisville Metro Housing Authority, the integrity of the Louisville Metro Housing Authority's procurement process, or fair and open competition, shall be permitted.

VI. Service of Protest

A. Delivery of Protest to Owner

Paragraph 7. (b) of the *Instructions to Bidders for Contracts*, HUD-5369, is supplemented as follows:

Lisa Osanka, Contracting Officer
Louisville Metro Housing Authority
420 S. Eighth Street
Louisville, KY 40203

B. Grounds for Protest

Paragraph 7. (d) is added to the *Instructions to Bidders for Contracts*, HUD-5369, as follows:

Written protests must state with particularity the specific grounds upon which the protest is founded. Specific grounds may include, but are not necessarily limited to: late submittal, failure to submit all required information, submittal of alternate or qualified bids, etc.

PROTESTS OF SOLICITATIONS must be delivered to the Louisville Metro Housing Authority prior to the time of the bid opening.

PROTESTS OF CONTRACT AWARD must be delivered to the Louisville Metro Housing Authority not more than ten (10) calendar days after the contract is awarded.

VII. Contract Award

A. Deletion of Paragraph 8. (g)

Paragraph 8. (g) is hereby deleted from the *Instructions to Bidders for Contracts*, HUD-5369, and is henceforth without force or effect.

VIII. Bid Guarantee

A. Return of Bid Bond

The following additional language is added to paragraph 9 of the *Instructions to Bidders for Contracts*, HUD-5369:

Bidders desiring the return of their bid bonds must submit a written request to:

Steve Webb
Louisville Metro Housing Authority
420 S. Eighth Street
Louisville, KY 40203

IX. Assurance of Completion

A. *Replacement of Paragraph 10. (a)*

Paragraph 10 of the *Instructions to Bidders for Contracts*, HUD-5369, is revised as follows:

1. Paragraphs 10. (a)(1), 10.(a)(2), 10.(a)(3), 10.(a)(4), and 10.(a)(5) are hereby deleted and are henceforth without force or effect.
2. The above referenced portions of Paragraph 10. (a) are replaced by the following language:

This assurance must be separate Payment and Performance Bonds, each in a penal sum of 100% of the contract price. **Such assurance shall be provided on the forms included in Sections "G" and "H".**

X. Proposed Subcontractors

A. *Identification of Proposed Subcontractors in Bid*

Paragraph 13(a) is hereby added to the *Instructions to Bidders for Contracts*, HUD-5369, as follows:

1. A listing of proposed subcontractors (including third tier subcontractors), for each category of work intended to be subcontracted, must be included in the *Form of Supplemental Bid Information*. This information **MUST BE SUBMITTED WITH THE BID PACKAGE.**
2. If the Bidder proposes to employ multiple subcontractors in the same category of work, each of the proposed subcontractors must be listed in the *Form of Supplemental Bid Information*. **If the Bidder does not intend to employ subcontractors on this project, it must state "No Subcontractors Intended" on the forms provided.** Failure to comply with these requirements is ground for rejection of the bid.
3. If instructed to do so, the apparent low bidder shall submit, within 24 hours after the bids are opened a completed Form LMHA Form 7000, *Request for Acceptance of a Subcontractor*, for each proposed subcontractor. Failure to submit this information is ground for rejection of the bid.
4. Proposed replacements for submitted subcontractors shall not be considered unless 1) the Louisville Metro Housing Authority rejects an originally proposed subcontractor or 2) a previously accepted subcontractor proves incapable of performing the work or shows cause for removal under the conditions of the contract. Replacement of a subcontractor, for any reason, shall be done at no additional cost to the Louisville Metro Housing Authority.

5. Subcontractors not identified at the time of bid, as described in Subsection (a) above, are not eligible to work on this project unless specific approval is granted, in writing, by the Louisville Metro Housing Authority. If such approval is granted all of the above referenced provisions, and all related provisions, shall apply to the substituted subcontractor(s) as if they had been submitted at the time of bid.

B. Exception to Paragraph 13(a)

Paragraph 13(b) is hereby added to the *Instructions to Bidders for Contracts*, HUD-5369, as follows:

1. The requirements of Paragraph 13(a) notwithstanding, bidders are not required to identify waste haulers, if any, proposed to perform waste hauling incidental to and as a service of waste storage, treatment, or disposal facilities, to be considered responsive.
2. The preceding provisions apply only to the bidding process. The bidder, if any, awarded the Contract, must identify all proposed subcontractors in accordance with the applicable provisions of the Contract and shall not employ any subcontractor unless and until LMHA approves such entity.

XI. Lead-Based Paint

A. Use Prohibited

Paragraph 14 is hereby added to the *Instructions to Bidders for Contracts*, HUD-5369, as follows:

Any bidder awarded a Louisville Metro Housing Authority contract for modernization shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.

The construction and rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24CFR Part 35. Rehabilitation of residential structures shall be made subject to the provisions for the elimination of lead-based paint hazards under Subparts A, B, J, K, and R of said regulations.

XII. Responsive Bidder

A. General Requirements

Paragraph 17(a) is hereby added to the *Instructions to Bidders for Contracts*, HUD-5369, as follows:

To be considered responsive, a bid must comply in all respects with the requirements of the Official Bid Package, submit all required documentation and certificates, and acknowledge any

addenda thereto so that all bidders stand on equal footing and the integrity of the competitive procurement system is maintained.

XIII. Part 5 Requirements

Paragraph 20 is hereby added to the *Instructions to Bidders for Contracts*, HUD-5369, as follows:

This Agreement is subject to the requirements set forth in 24 CFR Part 5, including but not limited to:

1. Section 5.105(c) prohibiting the participation of debarred, suspended or ineligible contractors or participants in the programs covered by this Agreement. See 24 CFR 2.2424 for the prohibitions on the use of debarred, suspended, or ineligible contractors or participants in HUD programs.
2. Section 5.105 (d) concerning the requirements of The Drug-Free Workplace Act of 1988 (41 USC 701 et seq.) and HUD's implementing regulations at 24 CFR part 21.
3. Section 5.212 concerning the requirements of the Privacy Act (5 USC 552a) concerning the collection, maintenance, dissemination and use of social security numbers, EINs and other income information of applicants, and the providing of a Privacy Act Notice to same.

XIV. Representations, Certifications, and Other Statements of Bidders

A. *Items of Special Interest*

Bidders are advised to thoroughly familiarize themselves with and ensure completion of the following portions of Form HUD-5369-A:

Paragraph 1. (b)(2)(i); Paragraph 7. (a), (b), and (c); Paragraph 8.(a) and (b); Paragraph 13.

XV. Certificate of Independent Price Determination

A. *Statement Regarding Disclosure*

Paragraph 1. (c) of the *Representations, Certifications, and Other Statements of Bidders*, HUD-5369-A, is replaced by the following language:

Bidders shall not delete or modify Paragraph 1. (a)(2) and any disclosure pertaining thereto must be submitted with the bid and must bear the signature of the bidder's authorized agent.

B. *Non-Collusive Affidavit*

Paragraph 1. (d) of the *Representations, Certifications, and Other Statements of Bidders*, HUD-5369-A, is applicable to all contracts, regardless of dollar amount. Subsection 1. (d)(2) is hereby deleted and henceforth is without force or effect. Subsection 1. (d)(1) is revised as follows:

Each bidder shall complete the *Non-Collusive Affidavit* form, provided in the Official Bid package, and submit that form with its bid. Failure to submit this document is ground for rejection of the bid.

XVI. Required Bid Document Submission Procedure

*A. Bids will be received until **10:00 a.m., local time, June 7, 2022** by the Louisville Metro Housing Authority (Purchasing Department), 3223 South Seventh Street Road, Louisville, Kentucky 40216. **Items required by 10:00 a.m. on day of bid opening by all bidders are noted below.***

1. Section B
 - Representations, Certifications, And Other Statements of Bidders / Form HUD-5369-A (all pages)
2. Section D (all pages)
3. Section E
 - Supplemental Bid Information (page 1 of 11)
 - Bidder's Qualifications (pages 5-6 of 11)
 - Previous Participation Certification / Form HUD 2530 (pages 7-10 of 11)
4. Section M
 - If applicable – Legitimacy of Joint Venture (Page 24 of 31)
 - If applicable Details of Joint Venture Agreement (Page 25 of 31)

LMHA shall notify the apparent low bidder, who shall be required to provide "2nd Day Submissions" for review and determination of acceptability.

*B. **Items required by 2:00 p.m. on day after bid opening – June 8, 2022***

All items noted below are due by 2:00 p.m. at the LMHA Main Office located 420 South 8th Street, Louisville, KY 40203 (Attn: Phil Reidinger)

1. Section E
 - List of Materials and Equipment (page 2 of 11)
 - List of Proposed Subcontractors/List Of Proposed Third Tier Subcontractors (page 3 of 11)
 - Affidavit of Sub-bidder (page 4 of 11)
2. Section M
 - Schedule Of MBE, FBE, and DBE Participation (page 15 of 31)
 - MBE, FBE & DBE Waiver Request Information Sheet (page 16 of 31)
 - List of Proposed Subcontractors (page 17 of 31)
 - Employment Demographics (page 19 of 31)
 - Agreement to Notify LMHA of Job Openings (page 21 of 31)
 - Statement of Intent to Perform as a Minority Business Enterprise Contractor /Subcontractor (page 22 of 31)
 - Affidavit of Minority Business Enterprise (page 23 of 31)

END OF SECTION C

SECTION D

FORM OF BID

- Form of Bid
- Form of Bid Bond
- Certificate as to Corporate Principal
- Affidavit of Non-Collusion

FORM OF BID

**Louisville Metro Housing Authority
420 South Eighth Street
Louisville, Kentucky 40203**

Gentlemen:

We, the signatories, state that we or our representatives have visited the sites of the proposed work on _____, 20____ and have fully familiarized ourselves with all conditions affecting the cost of the work and with the specifications [including Advertisement for Bids, Instructions to Bidders (HUD-5369), Representations, Certifications, and Other Statements of Bidders (HUD-5369-A), Supplemental Instructions to Bidders, MBE Requirements, Bid Proposal and forms, to include this page, Form of Bid Bond, Non-Collusive Affidavit, Schedule of MBE Participation, Schedule of MBE Unavailability, Addenda, if any thereto, Supplemental Bid Information, Form of Contract, Form of Performance Bond, Form of Payment Bond, General Conditions (HUD-5370), Supplemental General Conditions, Special Conditions, Specifications, Project Manual and Drawings on file in the Capital Improvements Department Louisville Metro Housing Authority, Kentucky, and having examined the work sites and the documents titled above hereby propose to furnish all labor, materials, equipment and services required to complete the work entitled:

**DOSKER MANOR FIRE ALARM REPLACEMENT
PROPOSAL NO. 1566**

In submitting this bid it is understood and agreed that the Louisville Metro Housing Authority reserves the right to accept any bid, or portion thereof, reject any or all bids, to waive any informalities in bids received where such acceptance, rejection, or waiver is considered to be in the best interest of the Louisville Metro Housing Authority and to reject any bid where evidence or information submitted by the bidder does not satisfy the Louisville Metro Housing Authority that the bidder is qualified, capable of carrying out the requirements of the Contract Documents or is in any manner unresponsive in the preparation of its bid.

If written notice of intent to award the contract connected with this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter, unless the bid is withdrawn in writing, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds and meet other stipulated requirements within ten (10) days after the contract is presented to him/her for signature.

"FORM OF BID BOND"

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

(NAME OF PRINCIPAL)

as Principal, and

(NAME OF SURETY)

as Surety, are held and firmly bound unto the Louisville Metro Housing Authority, Louisville, Kentucky, hereinafter called the "LMHA", in the penal sum of _____ DOLLARS, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid,

dated _____, 20____, for:

**DOSKER MANOR FIRE ALARM REPLACEMENT
PROPOSAL NO. 1566**

NOW, THEREFORE, the Principal shall not withdraw said bid within the sixty (60) day period specified therein after the opening of the same, and shall within the ten (10) day period specified after the prescribed forms are presented to him/her for signatures, enter into a written contract with the LMHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the sixty (60) day period specified, or the failure to enter into such contract and give such bond within the time specified, the Principal shall be obligated and shall pay the LMHA the difference between the amount specified in said bid and the amount for which the LMHA may procure the required work or supplies, or both, if the latter amount be in excess of the former, as the full force and virtue of this Bid Bond shall so provide.

NOTE: Failure to complete and submit THIS bond form is ground for bid rejection.

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

PRINCIPAL

Name _____

Business Address of Corporate Principal _____

BY: _____
(Representative's Signature)

**AFFIX CORPORATE
SEAL**

TITLE: _____

ATTEST: _____
(Signature)

NAME: _____
(Print or type)

SURETY

Name and Business _____
Address of **Corporate**
Surety: _____

BY: _____
(Representative's Signature)

**AFFIX CORPORATE
SEAL**

TITLE: _____

ATTEST: _____
(Signature)

NAME: _____
(Print or type)

POWER OF ATTORNEY FOR PERSON SIGNING FOR SURETY COMPANY MUST BE ATTACHED HERETO.

NOTE: Failure to complete and submit THIS form is ground for bid rejection.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
(Printed name of Corporate Officer)

_____ of the Corporation named as
(Title of Corporate Officer)

Principal in the within bond; that _____ who,
(Representative who signed as Principal above)

signed the said bond on behalf of the Principal was then the _____
(Title of Representative)

of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine;

and that said bond was duly signed, sealed and attested to for and in behalf of said

Corporation by Authority of its governing body.

**AFFIX CORPORATE
SEAL**

BY: _____
(Signature of Corporate Officer)

TITLE: _____
(Print or Type)

Instructions: "Corporate Officer" means any authorized officer of the firm submitting this bid, **except** the person who signed the bid bond as "Representative" on behalf of the bidding firm.

"Name of Representative" means the person who signed the bid bond (preceding page) on behalf of the bidding firm.

Names and titles of persons associated with the Surety should not appear on this page.

NOTE: Failure to complete and submit **THIS** form is ground for bid rejection.

AFFIDAVIT OF NON-COLLUSION

State of _____,

County of _____,

_____, being first duly sworn,
(Printed name of Representative)

deposes and says:

That he or she is _____
(A Partner, Officer, etc. of bidding firm)

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

BY: _____
(* Signature)

Subscribed and sworn to before me this _____ day
of _____, 20_____.

Signature of Notary: _____

**AFFIX SEAL
OF NOTARY**

My commission expires: _____.

- | |
|--|
| <p>* Signature of:</p> <ol style="list-style-type: none">1. Bidder, if the bidder is an individual;2. Partner, if the bidder is a partnership; or3. Corporate Officer, if the bidder is a corporation. |
|--|

| |
|--|
| <p>NOTE: Failure to complete and submit <u>THIS</u> form is ground for bid rejection.</p> |
|--|

The Bidder represents that it ___ **has** ___ **has not** participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246, or the Secretary of Labor; that it ___ **has** ___ **has not** filed all required compliance reports; and that representations indicating submittal of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontracts being awarded. The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.

Certification of Non-Segregated Facilities - By signing 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, or will be, maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause of the Contract Documents. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, time clocks, locker rooms and other storage or dressing areas, drinking fountains, recreation, break, or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, or because of habit, local custom, or otherwise. The Bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that it will forward a notice to proposed subcontractors as provided in the Instructions to Bidders.

| |
|--|
| The penalty for making false statements in offers (10 year imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001. |
|--|

RECEIPT OF ADDENDA IS ACKNOWLEDGED FOR:

ADDENDUM NUMBER

ADDENDUM DATE

Attach additional
sheets if
necessary.

BIDDERS MUST SUBMIT BASE BID TO BE CONSIDERED RESPONSIVE.

Check box if claiming status as a 'Section 3 Business Concern' and supply certification.

BASE BID:

AMOUNT OF BASE BID FOR (Use words)

_____ DOLLARS AND _____ CENTS,

(\$_____).

(Use figures)

DATE: _____

NAME OF FIRM: _____

ADDRESS: _____

BY: _____

(Representative's Signature)

**AFFIX CORPORATE
SEAL**

TITLE: _____

(Print or type)

BIDDERS ARE CAUTIONED TO ENSURE THAT ALL INFORMATION REQUESTED IN SECTIONS B, D, AND E OF THIS SOLICITATION HAS BEEN PROVIDED IN FULL AND ACCURATE DETAIL. FAILURE TO DO SO MAY RENDER THE BID NONRESPONSIVE.

The penalty for making false statements in offers (10 year imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

END OF SECTION D

SECTION E

SUPPLEMENTAL BID INFORMATION

- Bidder's Point of Contact
- Lists of Materials and Equipment
- List of Proposed Subcontractors
- Affidavit of Sub-Bidder
- Bidder's Qualifications
- Form HUD 2530

SUPPLEMENTAL BID INFORMATION

These documents are a supplement to the bid proposal. **These forms must be submitted, at the time and place of the bid opening, in a sealed envelope, separate from Section D, *Form of Bid*.** This supplemental information will be used for bid analysis and evaluation.

Failure to submit any required information is grounds for rejection of bid!

The Louisville Metro Housing Authority (LMHA) reserves the right to waive any formalities and/or accept, reject, or negotiate any or all offerings, representations, or proposals contained in this section of the bid submittal. Upon execution of the contract, all representations made herein shall become part of the contract and shall be equally as binding as any other portion of the Contract Documents (unless expressly rejected by LMHA prior to execution of the contract). The preceding sentence notwithstanding, the burden of proof of equality of all methods, equipment, and materials listed in this section to those indicated in the project specifications or drawings is on the Bidder.

Indicate below, the name and phone number of the individual who may be contacted to supply or clarify information required in connection with this bid.

NAME: _____ PHONE: _____

TITLE: _____ EMAIL: _____

Alternate Contract:

NAME: _____ PHONE: _____

TITLE: _____ EMAIL: _____

Bidder's Business Address (PO Box is not acceptable):

Bidder's Federal Employer ID Number: _____

LIST OF MATERIALS AND EQUIPMENT

Each bidder shall indicate the brand name of materials and/or equipment it proposes to use if awarded this contract.

The bidder shall clearly identify the materials and/or equipment that it proposes to furnish. **Stating "as per plans and specifications" is not sufficient identification.** If the bidder identifies the name or brand of materials and/or equipment which does not conform to the requirements of this solicitation, as determined by LMHA, the bidder will be required to substitute that item with an item which does meet the requirements of this solicitation at no additional cost to LMHA, whether or not such conflict is discovered by LMHA prior to contract award.

MATERIALS/EQUIPMENT

NAME OR BRAND

1. _____
2. _____
3. _____
4. _____
6. _____
7. _____
5. _____
6. _____

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE OFFICIAL BID PACKAGE.

Use additional Sheets If Necessary

LIST OF PROPOSED SUBCONTRACTORS

LIST OF PROPOSED THIRD TIER SUBCONTRACTORS

All proposed subcontractors who propose to employ third tier subcontractors must provide the below referenced information for each proposed third tier subcontractor. Proposed third tier subcontractors are subject to the approval of LMHA. **PROPOSED THIRD TIER SUBCONTRACTORS AND SUBCONTRACT AMOUNTS SHALL NOT BE CHANGED, NOR SHALL ANY ADDITIONAL THIRD TIER SUBCONTRACTORS BE EMPLOYED, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LOUISVILLE METRO HOUSING AUTHORITY.**

| | |
|---|--------------------------------|
| Subcontractor: _____ (From previous page) | Category of Work: _____ |
| 3 rd Tier Sub: _____ | \$ Amount: _____ |
| Is 3 rd Tier Sub an MBE: Yes or No | |

| | |
|---|--------------------------------|
| Subcontractor: _____ (From previous page) | Category of Work: _____ |
| 3 rd Tier Sub: _____ | \$ Amount: _____ |
| Is 3 rd Tier Sub an MBE: Yes or No | |

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE OFFICIAL BID PACKAGE.

| | |
|---|--------------------------------|
| Subcontractor: _____ (From previous page) | Category of Work: _____ |
| 3 rd Tier Sub: _____ | \$ Amount: _____ |
| Is 3 rd Tier Sub an MBE: Yes or No | |

| | |
|---|--------------------------------|
| Subcontractor: _____ (From previous page) | Category of Work: _____ |
| 3 rd Tier Sub: _____ | \$ Amount: _____ |
| Is 3 rd Tier Sub an MBE: Yes or No | |

Use Additional Sheets If Necessary

AFFIDAVIT OF SUBBIDDER

ONE FORM FOR EVERY PROPOSED SUBCONTRACTOR MUST BE COMPLETED AND SUBMITTED WITH THE OFFICIAL BID PACKAGE.

_____, being first duly sworn, deposes and says:
(Name of Officer or Partner)

That he is _____ of the firm of _____,
(Officer or Partner) **(Name of firm)**

the party making a certain proposal or bid dated _____, 20____

to _____ for subcontract work in connection
(Name of Prime Contractor)

with the Louisville Metro Housing Authority's Project, located in Louisville, Kentucky, and the party proposed by said work as a result of said bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Louisville Metro Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of Bidder (Officer or Partner)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Attest: _____
(Signature of Notary)

**SEAL OF
NOTARY**

My commission expires _____ 20_____.

BIDDER'S QUALIFICATIONS

The bidder presently has the following jobs under contract and bonded (list all projects currently under contract and bonded; use additional sheets if necessary):

1. _____
(Project name/description) (Owner or Architect)

Contract Amount: \$ _____ % Complete: _____

Percentage completed with Bidder's own forces and nature of Bidder's involvement: _____

2. _____
(Project name/description) (Owner or Architect)

Contract Amount: \$ _____ % Complete: _____

Percentage completed with Bidder's own forces and nature of Bidder's involvement: _____

3. _____
(Project name/description) (Owner or Architect)

Contract Amount: \$ _____ % Complete: _____

Percentage completed with Bidder's own forces and nature of Bidder's involvement: _____

4. _____
(Project name/description) (Owner or Architect)

Contract Amount: \$ _____ % Complete: _____

Percentage completed with Bidder's own forces and nature of Bidder's involvement: _____

BIDDER'S QUALIFICATIONS (CONTINUED)

State the average number of workers the bidder regularly employs -- on its own full-time payroll and without regard to this project -- in each of the following classifications (the bidder shall write-in all classifications it deems appropriate and attach additional sheets if necessary):

| Classification or description of duties | Average # of full-time employees in this classification |
|---|---|
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We, the bidder, will perform _____% of the work under this contract with our own forces. List trades:

We, the bidder, normally perform _____% of the work with our own forces. List trades:

Approximately _____% of our company's total employees are members of a racial minority.

Approximately _____% of our company's total employees are not members of a racial minority.

BY: _____ Date: _____
 (Authorized Officer's Signature)

The penalty for making false statements in offers (10 years imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

| | | | |
|--|----------------------------|--|---|
| Part I to be completed by Principals of Multifamily Projects (See instructions) | | For HUD HQ/FmHA use only | |
| Reason for submission: | | | |
| 1. Agency name and City where the application is filed | | 2. Project Name, Project Number, City and Zip Code | |
| 3. Loan or Contract amount \$ | 4. Number of Units or Beds | 5. Section of Act | 6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New) |

7. List all proposed Principals and attach organization chart for all organizations

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

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

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

| Name of Principal | Signature of Principal | Certification Date(mm/dd/yyyy) | Area Code and Tel. No. |
|------------------------------------|------------------------|--------------------------------|------------------------|
| | | | |
| | | | |
| | | | |
| This form prepared by (print name) | | | Area Code and Tel. No. |

Previous Participation Certification

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

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

| 1. Principals Name (Last, First) | 2. List of previous projects (Project name, project ID and, Govt. agency involved) | 3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant) | 4. Status of loan (current, defaulted, assigned, foreclosed) | 5. Was the Project ever in default during your participation Yes No If yes, explain | | 6. Last MOR rating and Physical Insp. Score and date |
|----------------------------------|---|---|--|---|--|--|
| | | | | | | |

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

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

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

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

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

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

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

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

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

Who Must Sign and File Form HUD-2530:

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

Principals include all individuals, joint ventures,

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

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

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

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

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

Where and When Form HUD-2530 Must Be Filed:

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

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

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

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

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

Specific Line Instructions:

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

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

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

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

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

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

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

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

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

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

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

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

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

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

SECTION F
FORM OF CONTRACT

THIS AGREEMENT, made this ___ day of _____, by and between _____, (hereinafter referred to as "Contractor"), and the Louisville Metro Housing Authority, (hereinafter referred to as "LMHA").

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

ARTICLE 1 - Statement of Work: The Contractor, having visited and thoroughly inspected the site of the work, and having satisfied itself that all costs associated with the work under this contract are included in its bid and this contract, shall furnish all labor, materials, equipment, and services to complete all work required in strict accordance with the Specifications, Project Manual, Drawings, and other documents which comprise the total Contract Documents for the project titled:

**DOSKER MANOR FIRE ALARM REPLACEMENT
PROPOSAL NO. 1566**

and any addenda thereto, and any Drawings referred to therein, all as prepared by LMHA, and said Specifications, Addenda, Amendments and Drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2 - Contract Price: The LMHA shall pay the Contractor for the performance of the Contract in accordance with the terms and conditions of the Contract Documents, in current funds, subject to additions, deductions, and withholdings as provided in the Contract Documents, the sum of \$_____.

ARTICLE 3 - Contract Documents: The Contract consists of the following component parts:

- a. This Instrument
- b. Addenda (if any)
- c. Supplemental Instructions to Bidders
- d. Instructions to Bidders (HUD-5369)
- e. Representation, Certifications and Other Statement of Bidders (HUD-5369 A)
- f. Supplemental General Conditions
- g. General Conditions (HUD-5370)
- h. Abatement General Conditions
- i. Special Conditions
- j. Supplemental Bid Information
- k. Technical Specifications
- l. Project Manual
- m. Large Scale Drawings
- n. Small Scale Drawings
- o. Shop Drawings
- p. Form of Bid

This Instrument, together with all Documents enumerated in the above Articles, are as fully a part of this Contract as if hereto attached or herein repeated, and together form this Contract. In the event any provision of any component part shall be in conflict with any other component part, the provision of the

Contractor

LMHA

component part first enumerated in Article 3 above shall govern, except as otherwise specifically stated. The various provisions in addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 4 - Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to LMHA the sum of \$1,000.00, not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions. LHMA shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated in the contract documents. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 5 – Dispute Resolution: Any dispute or claim under this contract that cannot be resolved by and between the parties shall be submitted to litigation in the Jefferson County Kentucky Circuit Court.

ARTICLE 6 – Governing Law: This contract shall be construed and enforced pursuant to the applicable laws of the Commonwealth of Kentucky.

ARTICLE 7 – Entire Agreement: This Contract supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter of the project. This contract may only be amended or altered by a written Addendum, signed by both parties and incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three (3) original counterparts as of the day and year first above written. Contractor hereby certifies that it has received all documents listed in Article 3 hereof.

(Contractor)

BY: _____
(Authorized Representative)

(Printed Name and Title)

BUSINESS ADDRESS: _____

Attest: _____
(Signature of Notary)

**SEAL OF
NOTARY**

Contractor

LMHA

My commission expires _____, 20_____.

LOUISVILLE METRO HOUSING AUTHORITY
Louisville, Kentucky

BY: _____
Lisa Osanka, Executive Director and Contracting Officer

BUSINESS ADDRESS: Louisville Metro Housing Authority
 420 South Eighth Street
 Louisville, Kentucky 40203

Attest: _____
 (Signature of Notary)

**SEAL OF
NOTARY**

My commission expires _____, 20_____.

Contractor

LMHA

CERTIFICATIONS

I, _____, certify that I am the
(Printed Name of Company Officer)

_____ of the Firm named herein as Contractor;
(Printed Title of Company Officer)

and that _____, who signed this Contract on
(Name of Authorized Representative)

behalf of the Contractor, was then _____
(Title of Authorized Representative)

of said Firm by authority of its governing body, and at that time had the authority to execute this

Contract within the scope of the Corporate powers.

BY: _____
(Signature of Company Officer)

**AFFIX CORPORATE
SEAL**

Instructions: "Officer" means any authorized officer of the contracting firm, except the person who signed the contract (preceding page) as "Authorized Representative" on behalf of the Contractor.

"Authorized Representative" means the person who signed the contract (preceding page) on behalf of the Contractor.

END OF SECTION F

Contractor

LMHA

SECTION G

FORM OF MATERIAL/LABOR PAYMENT BOND

FORM OF MATERIAL/LABOR PAYMENT BOND

If desired, other forms may be attached, but this form must be properly completed and shall prevail.

DATE OF EXECUTION: _____

NAME OF PRINCIPAL: _____
(CONTRACTOR)

NAME OF SURETY: _____

NAME OF OWNER: Louisville Metro Housing Authority

AMOUNT OF BOND (100% of Contract Price): _____

**DOSKER MANOR FIRE ALARM REPLACEMENT
PROPOSAL NO. 1566**

KNOW ALL MEN BY THESE PRESENTS, that we the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named HOUSING AUTHORITY, hereinafter called LMHA, for the use of LMHA and for all persons performing work or furnishing materials under, or for the purpose of, the contract described above, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, the Principal entered into a certain contract with LMHA, identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications of the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

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

(To be executed in three original counterparts.)

CONTRACTOR

Witness: _____

Principal: _____
(Corporate, Proprietorship, or Partnership Name)

By: _____
(Signature of Principal's Owner, Partner, President or Vice-Pres., only)

Title: _____

Attest (For Corporations):

By: _____
(Corporate Sec. or Asst., Only)

**AFFIX
CORPORATE
SEAL**

Title: _____

SURETY

Surety Company: _____

Witness: _____ By: _____
(Attorney in Fact)

Countersigned:

By: _____
(Kentucky Licensed Resident Agent)

**AFFIX
CORPORATE
SEAL OF
SURETY**

Name and Address of Surety Agency:

Surety Company Name and Kentucky Regional or Branch Office Address:

The rate of premium on this bond is \$ _____ per Thousand.

The total amount of premium charged is \$ _____

(To be executed in three original counterparts.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
(Printed name of Officer) (title of officer)

of the Firm named as Principal within bond; that _____
(Owner, Partner, Etc.)

who signed the said bond on behalf of the Principal was then _____

(Title of Owner, Partner,
etc.)

of said Firm; that I know his or her signature, and his/her signature thereto is genuine; and

that said bond was duly signed, sealed, and attested to for and in behalf of said Corporation

by authority of its governing body.

BY: _____
(Signature of Officer)

TITLE: _____

**AFFIX
CORPORATE
SEAL**

Instructions: "Officer" means any authorized officer of the Principal (Contractor), except the person who signed the bond (preceding page) as "Owner, Partner, etc." on behalf of the Principal.

(To be executed in three original counterparts.)

END OF SECTION G

SECTION H

FORM OF PERFORMANCE BOND

FORM OF PERFORMANCE BOND

If desired, other forms may be attached, but this form must be properly completed and shall prevail.

DATE OF EXECUTION: _____

NAME OF PRINCIPAL: _____
(CONTRACTOR)

NAME OF SURETY: _____

NAME OF OWNER: Louisville Metro Housing Authority

AMOUNT OF BOND (100% of Contract Price): _____

**DOSKER MANOR FIRE ALARM REPLACEMENT
PROPOSAL NO. 1566**

KNOW ALL MEN BY THESE PRESENTS, that we the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named HOUSING AUTHORITY, hereinafter called LMHA, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, the Principal entered into a certain contract with LMHA, identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertaking, covenants, terms, conditions, and agreements of said Contract and any extensions thereof that may be granted by LMHA, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications of the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

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

(To be executed in three original counterparts.)

CONTRACTOR

Witness: _____

Principal: _____
(Corporate, Proprietorship, or Partnership Name)

By: _____
(Signature of Principal's Owner, Partner, President or Vice-Pres., only)

Title: _____

Attest (For Corporations):

By: _____
(Corporate Sec. or Asst., Only)

**AFFIX
CORPORATE
SEAL**

Title: _____

SURETY

Surety Company: _____

Witness: _____ By: _____
(Attorney in Fact)

Countersigned:

By: _____
(Kentucky Licensed Resident Agent)

**AFFIX
CORPORATE
SEAL OF
SURETY**

Name and Address of Surety Agency:

Surety Company Name and Kentucky Regional or Branch Office Address:

The rate of premium on this bond is \$ _____ per Thousand.

The total amount of premium charged is \$ _____.

(To be executed in three original counterparts.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am
(Printed name of Officer)

the _____, of the Firm named as Principal
(Title of Officer)

within bond; that _____, who signed the said
(Owner, Partner, etc.)

bond on behalf of the Principal was then _____
(Title of Owner, Partner, etc.)

of said Firm; that I know his or her signature, and his/her signature thereto is genuine; and
that said bond was duly signed, sealed, and attested to for and in behalf of said Corporation
by authority of its governing body.

BY: _____
(Signature of Officer)

AFFIX

**CORPORATE
SEAL**

TITLE: _____

Instructions: "Officer" means any authorized officer of the Principal (Contractor), except the person who signed the bond (preceding page) as "Owner, Partner, etc." on behalf of the Principal.

(To be executed in three original counterparts.)

END OF SECTION H

SECTION I

**GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS –
PUBLIC HOUSING PROGRAMS
(HUD Form – 5370)**

General Conditions for Construction Contracts - Public Housing Programs

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

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

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

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

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

The information requested does not lend itself to confidentiality.

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

| Clause | | Page | Clause | | Page |
|----------------------------------|---|------|------------------------------------|--|------|
| 1. | Definitions | 2 | Administrative Requirements | | |
| 2. | Contractor's Responsibility for Work | 2 | 25. | Contract Period | 9 |
| 3. | Architect's Duties, Responsibilities and Authority | 2 | 26. | Order of Precedence | 9 |
| 4. | Other Contracts | 3 | 27. | Payments | 9 |
| Construction Requirements | | | 28. | Contract Modifications | 10 |
| 5. | Preconstruction Conference and Notice to Proceed | 3 | 29. | Changes | 10 |
| 6. | Construction Progress Schedule | 3 | 30. | Suspension of Work | 11 |
| 7. | Site Investigation and Conditions Affecting the Work | 3 | 31. | Disputes | 11 |
| 8. | Differing Site Conditions | 4 | 32. | Default | 11 |
| 9. | Specifications and Drawings for Construction | 4 | 33. | Liquidated | 12 |
| 10. | As-Built Drawings | 5 | 34. | Termination of Convenience | 12 |
| 11. | Material and Workmanship | 5 | 35. | Assignment of Contract | 12 |
| 12. | Permits and Codes | 5 | 36. | Insurance | 12 |
| 13. | Health, Safety, and Accident Prevention | 6 | 37. | Subcontracts | 13 |
| 14. | Temporary Buildings and Transportation Materials | 6 | 38. | Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms | 13 |
| 15. | Availability and Use of Utility Services | 6 | 39. | Equal Employment Opportunity | 13 |
| 16. | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | 6 | 40. | Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968 | 14 |
| 17. | Temporary Buildings and Transportation Materials | 7 | 41. | Interest of Members of Congress | 15 |
| 18. | Clean Air and Water | 7 | 42. | Interest of Members, Officers, or Employees and Former Members, Officers, or Employees | 15 |
| 19. | Energy Efficiency | 7 | 43. | Limitations on Payments Made to Influence | 15 |
| 20. | Inspection and Acceptance of Construction | 7 | 44. | Royalties and Patents | 15 |
| 21. | Use and Possession Prior to | 8 | 45. | Examination and Retention of Contractor's Records | 15 |
| 22. | Warranty of Title | 8 | 46. | Labor Standards-Davis-Bacon and Related Acts | 15 |
| 23. | Warranty of | 8 | 47. | Non-Federal Prevailing Wage Rates | 19 |
| 24. | Prohibition Against | 9 | 48. | Procurement of Recovered | 19 |

1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

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

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

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

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

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

37. Subcontracts

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

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

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

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

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

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

39. Equal Employment Opportunity

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

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

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

SECTION J

SUPPLEMENTAL GENERAL CONDITIONS

Form HUD-5370, *General Conditions of the Contract for Construction*, is supplemented, amended, and modified by the provisions of this Section J. Additional supplements, amendments, and modifications are contained in Section M.

I. DEFINITIONS

- A. The term "Contract", in Paragraph 1. (b) of the *General Conditions*, includes all items identified at Article 3 of Section F, *Form of Contract*.
- B. The term "LMHA" shall have the same meaning as the other terms noted in Paragraph 1. (h) of the *General Conditions*.

II. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. The 12% performance requirement of Paragraph 2. (b) also applies to any entity represented as a subcontractor.
- B. As used in Paragraph 2. (h) of the *General Conditions*, the term "accepted" means written acceptance.
- C. Paragraph 2. (i) is added to the *General Conditions*, as follows:

The following forms, and any others LMHA may require, shall be used by the Contractor and are available for review upon request:

- HUD Form 5282, Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees
 - HUD Form 5372, Construction Progress Schedule
 - HUD Form 51000, Schedule of Amounts for Contract Payments
 - HUD Form 51001, Periodic Estimate for Partial Payment (must be accompanied by LMHA Form 7001)
 - HUD Form 51002, Schedule of Change Orders
 - HUD Form 51003, Schedule of Materials Stored
 - HUD Form 51004, Summary of Materials Stored
 - WH Form 347, Payroll Reporting Form
 - WH Form-348, Payroll Statement of Compliance (on back of WH-347)
 - LMHA Form 7000, Request for Acceptance of a Subcontractor
 - LMHA Form 7001, Certifications of Payments to Subcontractors and Suppliers
 - LMHA Form 7002, Agreement to Store Materials Off-Site
- D. The Contractor shall perform the work in full compliance with LMHA requirements stated at the pre-bid conference(s), the pre-construction conference(s), and in the contract documents, unless otherwise expressly required by LMHA.

III. ARCHITECT'S DUTIES, RESPONSIBILITIES, AND AUTHORITY

- A. The following sentence is hereby deleted from Paragraph 3. (c)(1) of the *General Conditions* and is henceforth without force or effect:

"The Architect shall file a copy of the report with the Contractor's designated representative at the site."

- B. Paragraph 3. (d) is added to the *General Conditions* as follows:

In the event that no project architect/engineer is appointed, or the architect/engineer has contracted for limited services, the Contracting Officer, the Contracting Officer's Designee, or another person appointed by LMHA shall perform the necessary services under this paragraph.

- C. For purposes of this Contract, day-to-day construction administration shall be performed by LMHA's Program Manager.

IV. NOTICE TO PROCEED

- A. Paragraph 5. (b) of the *General Conditions* is replaced with the following:

The Contractor shall begin work on the date designated in the duly executed Notice to Proceed, bearing the original signature of the Contracting Officer's Designee and the Contractor. Work will not commence prior to receipt of such notice.

V. CONSTRUCTION PROGRESS SCHEDULE

- A. The following provisions are added to Paragraph 6. (a) of the *General Conditions*:

For projects expected to require more than five working days to complete, the Contractor, shall use a calendar schedule, with separate divisions for each major operation, activity, or category of work. Such schedules shall sequentially indicate the first and last day of work for each operation, activity, or category of work, as well as overall start and finish dates. The Contractor shall supplement the schedule with sub-schedules for each major operation, activity, or category of work. The Contractor shall schedule work so as to minimize adverse impact on the lives and activities of LMHA residents and employees and the quiet enjoyment of LMHA premises. The schedule shall include a reasonable time allocation for LMHA to conduct punch list and final inspections. No schedule shall be effective as against LMHA until such time as LMHA expressly approves it in writing.

If the Contractor fails to provide a fully acceptable schedule within the allotted time, LMHA may allow work to begin prior to receipt of a fully acceptable schedule. Such special consideration by LMHA shall not be construed as acceptance of any less-than-fully-acceptable schedule or schedules. Neither shall such action be the basis for, or any element of, any claim against LMHA or any LMHA officer, agent, or employee; nor shall it relieve the Contractor of the duty to provide a fully acceptable schedule in a timely fashion.

If LMHA permits the Contractor to begin work prior to LMHA's receipt of a fully acceptable schedule, LMHA may rescind, modify, or otherwise remedy such permission at any time

LMHA deems such action appropriate. LMHA's remedies may include termination of the Contractor's right to proceed with part or all of the work. The Contractor shall have no claim, cause of action, remedy, or defense in connection with such actions by LMHA.

On the first working day of each month (or as LMHA otherwise directs) the Contractor shall submit an updated schedule showing any and all deviations from the originally approved schedule (or interim, less-than-fully-acceptable schedule). Each updated schedule shall indicate the total accumulated percentage of completion for each major operation, activity, or category of work. Updated schedules are for monitoring purposes and, unless expressly stated in writing by LMHA, shall not constitute an approved schedule revision or change of contract time for completion or basis for any claim by the Contractor.

B. The following provisions are added to Paragraph 6. (b) of the *General Conditions*:

Should any such action become necessary, the Contractor shall bear any increased cost to LMHA for architects', engineers', environmental monitoring consultants', or others' services needed in conjunction with the work. The Contractor shall within 30 days of receiving LMHA invoices for such increased costs remit payment to LMHA. If the Contractor fails to remit payment within 30 days LMHA shall deduct the amount of the unpaid invoice(s) from remaining payments to the Contractor.

C. Paragraph 6. (d) is added to the *General Conditions* as follows:

The Contractor's schedule, and any updated schedules, whether or not approved by the LMHA, shall not be construed by the Contractor as grounds for determining the date for completion for the purposes of assessing liquidated damages or delay damages. Liquidated and delay damages may only be assessed in relation to the time for completion indicated in Section L, *Special Conditions*, and the date for completion calculated there from and set forth in the Notice to Proceed, except as expressly modified by any change order.

D. Paragraph 6. (e) is added to the *General Conditions* as follows:

Paragraph 6.(d), above, notwithstanding, if the Contractor gives the LMHA certain assurances (including construction progress schedules) that a specific portion of the contract work will be completed on a specific date, and the LMHA plans relocation or use activities based on such assurances, and the Contractor should fails to complete said portion of the contract work on the specified date, and has not provided a minimum of thirty (30) days written notice to LMHA that completion will not occur on the specified date, then the Contractor shall be held liable for any costs incurred by LMHA as a result of that portion of the contract work not being completed on the specified date.

E. Paragraph 6. (f) is added to the *General Conditions* as follows:

Paragraph 6.(d), above, notwithstanding, where the Contractor gives LMHA assurances (including construction progress schedules) that some portion(s) of the contract work will be completed on a particular date or as indicated by the construction progress schedule, and LMHA plans for, solicits, or awards a contract for professional services in connection with activities

under this contract, based on such assurances or schedule, and the Contractor should fails to complete said portion(s) of the contract work in accordance with said assurances or schedule, then the Contractor shall be liable for any increased cost to LMHA of securing or enjoying such professional services as a result of that failure.

VI. DIFFERING SITE CONDITIONS

A. Paragraph 8. (b)(1) is added to the *General Conditions* as follows:

LMHA will investigate the site conditions within 30 working days of receipt of written notice from the Contractor. Unless the site conditions materially differ from those indicated in this contract and are of a nature that requires stoppage of all work pending resolution, no adjustment of the contract time and/or price will be made for the time attributable to LMHA's investigation, direction, and processing in connection with the conditions.

VII. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

A. The following provisions are added to Paragraph 9. (a) of the *General Conditions*:

The Contractor shall maintain, in readable condition, at the project site or office, a complete set of approved project drawings, specifications, change orders, shop drawings, and submittals. All such items shall be readily available for review by LMHA or its representatives.

B. The following provisions are added to Paragraph 9. (c) of the *General Conditions*:

The terms "provide", "furnish", "furnish and install", and similar terms shall be interpreted to mean:

The Contractor -- without LMHA's participation or assistance, unless specifically promised in writing -- shall furnish and install the several components of the project work, complete, in place, and 100% ready for activation and use.

C. The following provisions are added to Paragraph 9. (f) of the *General Conditions*:

If shop drawings or other submittals show variance from the Contract Documents, and the Contractor fails to bring such variance to LMHA's attention, in writing, at the time of submittal, and LMHA, having failed to recognize such variance, approves such submittal, LMHA may, upon subsequent discovery of said variance, rescind approval and require the Contractor to remove any work performed under the previously approved submittal and replace that work in a manner complying with the requirements of the Contract Documents at no additional cost to LMHA and with no adjustment of the contract time.

D. Paragraph 9. (j) is added to the *General Conditions* as follows:

All documents submitted to LMHA shall be delivered in a neat and easily interpreted format and shall be accompanied by a transmittal cover letter identifying the items being submitted and stating the action requested of LMHA with respect to such items.

E. Paragraph 9. (k) is added to the *General Conditions* as follows:

The Contractor, by signing this contract, certifies that 1) the Contractor has thoroughly reviewed the contract documents, 2) the Contractor had the opportunity to attend at least one pre-bid conference, 3) the Contractor, prior to the bid opening, had sufficient opportunity to raise any and all questions regarding any perceived ambiguity, conflict, error, omission, irregularity, or defect of the contract documents or raised by other LMHA representations, 4) the Contractor, prior to the bid opening, addressed to LMHA any and all such questions that the Contractor may have had, 5) the Contractor would not have submitted a bid for this contract had LMHA not satisfactorily answered the Contractor's questions prior to the bid opening, 6) the Contractor waives any and all right to challenge LMHA's pre-bid responses to such questions in the future, 7) the Contractor understands and agrees that contract interpretation is solely LMHA's right and that where the Contractor's view of contract requirements differs from LMHA's, LMHA's view shall govern and the Contractor shall proceed with the work as directed by LMHA without change or adjustment of the contract time, price, or conditions, and 8) the Contractor waives any and all right to challenge LMHA's interpretation of the contract documents or other LMHA representations or to pursue any remedy of any kind related to such interpretation.

VIII. MATERIAL AND WORKMANSHIP

A. Paragraph 11. (a)(1) is added to the *General Conditions* as follows:

Wherever the words "or equal", or words of similar meaning, appear in the Contract Documents, they shall be interpreted to mean an item, material, equipment, article, product, method, or process equal in quality to that named and suitable to the same use and capable of performing the same function as that named with equivalent efficiency, as determined by LMHA based on salient features and intended purpose.

B. Paragraph 11. (a)(2) is added to the *General Conditions* as follows:

Proof of equality is not implied by the Contract Documents and is not LMHA's burden. The burden of proof of equality shall be upon the Contractor. LMHA shall weigh the evidence of equality with fairness to all parties. Inclusion of a brand name, or type of item, material, equipment, article, product, method, or process in the Contractor's bid shall not obligate LMHA to accept such item, material, equipment, article, product, method, or process, if, in LMHA's opinion, that item, material, equipment, article, product, method, or process does not meet the requirements of the Contract Documents and its acceptance is not in LMHA's best interest. LMHA's determination regarding equality shall be final.

C. The following provisions are added to Paragraph 11. (b)(2) of the *General Conditions*:

1. All documents submitted to LMHA shall be transmitted in a neat and easily interpreted format and shall be accompanied by a transmittal cover letter stating the action requested of LMHA with respect to such items.

2. If any submittal shows variance from the Contract Documents, and the Contractor fails to bring such variance to LMHA's attention, in writing at the time of submittal, and LMHA, having failed to recognize such variance, approves such submittal, LMHA may, upon subsequent discovery of said variance, rescind approval and require the Contractor to remove any work performed under the previously approved submittal and replace that work in a manner complying with the requirements of the Contract Documents at no additional cost to LMHA and with no adjustment of the contract time.

D. Paragraph 11. (b)(6) of the *General Conditions* is replaced with the following:

All samples shall become the property of LMHA and shall be retained by LMHA until such time as LMHA sees fit to dispose of them. LMHA may dispose of samples in any way it sees fit, with no liability to the Contractor.

E. Paragraph 11. (b)(7) is added to the *General Conditions* as follows:

In the event the specifications indicate that either of two or more materials, equipment, articles, products, or processes is acceptable, the Contractor shall propose one of those items and shall indicate the basis for that item's selection. The process of submittal and approval for such items shall be the same as that prescribed for other items elsewhere in these documents. LMHA shall evaluate the item to determine if approval is in LMHA's best interest. If LMHA does not approve the submittal, the Contractor shall submit an alternate for LMHA's consideration. LMHA's decision regarding any submittal shall be final and shall not be the basis for any increase in the contract price or time, provided the item finally approved by LMHA was among, or comparable to, those included in the listed options. The Contractor shall maintain a legible copy of each approved submittal at the project site for the use of LMHA and LMHA's representatives.

IX. HEALTH, SAFETY, AND ACCIDENT PREVENTION

A. Paragraph 13. (d)(1) is added to the *General Conditions* as follows:

Paragraph 13. (d), above, notwithstanding, LMHA's failure to identify any incident of, or potential for, non-compliance with these requirements shall not relieve the Contractor of the duty to maintain current knowledge of, and compliance with, all such requirements, whether existing at the time of contract award or implemented thereafter.

B. Paragraph 13. (D)(2) is added to the *General Conditions*, as follows:

The Contractor is hereby notified of the existence of, and requirement to comply with, 29 CFR 1926.62, OSHA's standard on lead exposure in the construction industry.

X. INSPECTION AND ACCEPTANCE OF CONSTRUCTION

A. The following provisions are added to Paragraph 20 of the *General Conditions*:

The terms "acceptance", "instructions", and "approvals", as used in Paragraph 20. (a)(1), 20. (d), and 20. (j) of the *General Conditions*, means written acceptance, instructions, and approvals. As used in this instrument, the term "final completion" means that the work designated by LMHA is—in LMHA's sole discretion—complete to allow LMHA to take full possession of it and use it for its intended purpose.

B. The following provisions are added to Paragraph 20. (j) of the *General Conditions*:

Such acceptance may be affected by the necessity of HUD inspections, reviews, etc. Should HUD become involved, any time required for HUD to complete its activities shall not be counted against the Contractor or against LMHA for the purposes of assessing liquidated damages or delay damages or for any other modification of the contract amount or time.

C. Paragraph 20. (k) is added to the *General Conditions* as follows:

LMHA's Program Manager and the Construction Manager will at all times have access to the work to observe the progress and quality wherever it is in preparation of progress, and the Contractor will provide proper facilities for such access and for necessary inspection and testing at the Contractor's expense.

D. Paragraph 20. (l) is added to the *General Conditions* as follows:

As part of achieving final completion, the Contractor shall organize and submit four (4) copies of any operating, service, maintenance, and installation manuals for each item of manufactured equipment or system supplied and installed under this contract. Data required shall include, but is not necessarily limited to, manufacturer's data and cut sheets, installation instructions and notes, start-up procedures, servicing and maintenance manuals and instructions, and any related data including parts lists and "as-built drawings." The Contractor shall also submit all related warranty documents and shall provide assurance that all warranties have been assigned to LMHA.

XI. WARRANTY OF CONSTRUCTION

A. The following provisions are added to Paragraph 23. (a) of the *General Conditions*:

The Contractor shall immediately and at no cost to LMHA, provide qualified service personnel, regardless of the time of day or night, to correct warranty related deficiencies, which may cause personal injury or damage to other components.

B. Paragraph 23 (k) is added to the *General Conditions* as follows:

Approximately eleven (11) months after final acceptance of the project, but in any case, prior to expiration of the warranty period, LMHA shall conduct a warranty inspection to identify items requiring repair or replacement. The Project Architect, if any, may participate in said inspection. The Contractor may also join in the inspection, if so desired, provided such participation is in the best interests of LMHA and LMHA residents. LMHA or the Project Architect shall then prepare a list of warranty items requiring correction and present said list to the Contractor for appropriate action. The Contractor shall coordinate and effect all necessary repairs, replacements, etc., including any incidental costs associated with such work, at no

expense to LMHA and within 30 days of receipt of the list of warranty items. If the project was finally accepted by LMHA in several parts, warranty inspections and lists shall follow the timeline established by such acceptance.

XII. CONTRACT PERIOD

A. Paragraph 25 of the *General Conditions* is replaced with the following:

The Contractor shall complete all work required under this Contract within the time specified in Section L, *Special Conditions*, of the Contract, and on, or before, the date for completion set forth in the Notice to Proceed, and as modified by any approved change orders.

XIII. PAYMENTS

A. Paragraph 27. (c)(1) is added to the *General Conditions* as follows:

The above referenced breakdown shall be submitted on Form HUD-51000, *Schedule of Amounts for Contract Payments*, unless an alternate format has been approved, in writing, by LMHA. If Unit Prices are for any reason not included in the bid documents, LMHA may, at its discretion, rely upon this breakdown as a guide for determining additions to, or deductions from, the contract price.

B. The following provisions are added to Paragraph 27. (e) of the *General Conditions*:

The form of this certification will be provided by LMHA and shall be used by the Contractor. The Contractor shall complete, sign, and attach this certification form when submitting Form HUD-51001, *Periodic Estimate for Partial Payment*.

Insert the word "Timely" at the beginning of the second clause of the form so it begins, "Timely payments to subcontractors and suppliers have been made from previous payments ... "

C. Paragraph 27. (f) of the *General Conditions* shall be replaced as follows:

The PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract.

D. Paragraph 27. (l) is added to the *General Conditions* as follows:

Ten-Day Payment, Subcontractors -- The Contractor shall, within ten (10) consecutive calendar days after receiving payment from LMHA, pay all subcontractors for the work, or material, or both, for which the Contractor received payment from LMHA. The Contractor shall pay each subcontractor the full amount LMHA paid the Contractor with respect to the particular subcontractor, except that the Contractor may withhold retainage from subcontractors in the same percentage as LMHA withholds retainage from the Contractor. The Contractor's failure to perform this obligation is ground for LMHA to withhold, from future payments to the Contractor, any and all sums not paid to subcontractors. LMHA may not withhold funds if the Contractor submits an affidavit averring that a genuine dispute exists between the Contractor

and the unpaid, or underpaid, subcontractor. LMHA may ignore such an affidavit, and may take such other action as LMHA may deem appropriate or necessary, where the Contractor has previously delivered to LMHA a payment request that included the amount allegedly in dispute between the Contractor and the subcontractor. LMHA reserves the right, without obligation, to place sums withheld under this provision in an interest-bearing escrow account or to pay such sums directly to subcontractors.

XIV. CONTRACT MODIFICATIONS

A. The following provisions are added to Paragraph 28. (c) of the *General Conditions*:

Time required for HUD or LMHA processing of proposed modifications shall not--under any circumstances--be construed as a delay on the part of LMHA. Nor shall the Contractor be entitled to additional payment for overhead, direct costs, impact costs, lost profit, etc., in connection with such review or processing time, either as a part of that modification or as a part of any other modification (s).

XV. CHANGES

A. Paragraph 29. (b) of the *General Conditions* is replaced with the following language:

Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that (1) the Contractor gives the Contracting Officer written notice stating (a) the date, circumstances and source of the order and (b) that the Contractor regards the order as a change order and (2) in LMHA's sole opinion there has, in fact, been a material change. In the event of ambiguity, real or alleged, in the contract documents, it is for LMHA, not the Contractor, to determine the proper meaning and intent of the documents. Where the contract documents conceivably comprehend more than one method or means of accomplishing the work and the Contractor did not, before submitting its bid, expressly state the method or means it intended to use the Contractor shall use the method or means LMHA prescribes. Where the Contractor fails to expressly raise such issues prior to bidding the work the Contractor shall perform as LMHA directs, regardless of what the Contractor may have construed the documents as meaning, without any adjustment of time, price, or other conditions.

B. The following provisions are added to Paragraph 29. (d) of the *General Conditions*:

The Contractor's mere assertion that a change has occurred, that the Contractor's costs are increased because of some LMHA action, or that the specifications are defective is not sufficient ground for a change or an equitable adjustment. The Contractor bears a heavy burden of proof and LMHA, alone, shall determine whether the Contractor has carried that burden sufficiently to merit a change and equitable adjustment.

C. The following provisions are added to Paragraph 29. (g) of the *General Conditions*:

Such information shall, at the very least, demonstrate all ways in which the project's critical path may be delayed and why such delay cannot be avoided or mitigated by rescheduling or

resequencing work activities. Such information is required both for compensable and non-compensable time extension requests. These provisions shall not be construed as conflicting with, nullifying, or in any way limiting or abrogating the prohibitions set forth in Items XIII and XIV, above, regarding review time.

XVI. DISPUTES

A. The following Paragraph 31. (e)(1) is added to the *General Conditions*:

Under no circumstances shall LMHA be compelled to submit to arbitration, mediation, or other form of alternative dispute resolution (ADR), except by LMHA's express written consent. Under no circumstances shall any arbitration, mediation, or other form of ADR (Alternate Dispute Resolution) to which LMHA may submit be binding upon LMHA, except by LMHA's prior express written consent.

B. The following Paragraph 31. (e)(2) is added to the *General Conditions*:

The Contractor shall not resort to legal action in any court unless and until the Contractor has actually exhausted all administrative remedies.

XVII. LIQUIDATED DAMAGES

A. Paragraph 33. (a) of the *General Conditions* notwithstanding, the terms of Liquidated Damages are stated at Section F, *Form of Contract*, of the Contract.

XVIII. TERMINATION FOR CONVENIENCE

A. The time set forth in Paragraph 34. (c) of the *General Conditions* shall be sixty (60) days, but may be longer if deemed necessary by LMHA.

XIX. INSURANCE

A. Paragraph 36. (a)(2) of the *General Conditions* is amended as follows:

Commercial General Liability combined single limit for bodily injury and property damage shall be not less than \$1,000,000.00 per occurrence.

B. Paragraph 36. (a)(3) of the *General Conditions* is amended as follows:

Automobile Liability combined single limit for bodily injury and property damage shall be not less than \$1,000,000.00 per occurrence. Automobile Insurance Certificate shall include a 1980 Motor Carrier Act endorsement for contracts involving the transportation of hazardous waste.

C. The following sentence(s) shall be added to Paragraph 36. (b) of the *General Conditions*:

The Contractor shall be fully responsible for protection, maintenance, and insurance of the property against theft, vandalism, accidental mishaps, natural disasters, and any other harm during the construction period.

The builder's risk policy shall be in form and substance acceptable to LMHA and shall include (i) a soft cost endorsement in the amount of \$300,000 and (ii) a debris removal sublimit no less than 50% of the amount paid for the direct loss.

D. Paragraphs 36. (d), (e), and (f) are added to the *General Conditions* as follows:

(d) For contracts involving lead-based paint or asbestos abatement the Contractor and affected subcontractors shall maintain appropriate liability insurance expressly providing coverage for those activities. The minimum limit of coverage shall be \$1,000,000.00 per occurrence. "Claims-Made" policies are unacceptable for lead-based paint or asbestos activities.

(e) **Under no circumstances shall any contractor or subcontractor perform work on LMHA property prior to LMHA's acknowledgment of receipt of proper and satisfactory proof of such party's insurance as specified herein.** Likewise, any contractor or subcontractor whose insurance certificate has expired shall immediately cease work on LMHA property until such time as LMHA acknowledges receipt of a current, acceptable certificate. It is the Contractor's responsibility to ensure that all insurance certificates are kept up-to-date.

(f) Insurance Certificates shall:

- Identify the project site; and,
- Indicate the Contract Number; and,
- Include LMHA as an additionally insured; and,
- Include the following language, verbatim, with regard to cancellation:

None of the above described policies shall be canceled or non-renewed without at least thirty (30) days prior written notice from the issuing company to the Additional Insured named at left.

and,

- Bear the original signature of the Carrier's authorized representative.

XX. SUBCONTRACTS

A. The following provisions are added to Paragraph 37. (a)(1) of the *General Conditions*:

Employment of an individual or entity to perform work for a set amount of payment per unit of work or on a "per job" basis, is strictly prohibited where such arrangement results in the individual or any individual employed by the entity receiving less than the applicable Davis-Bacon hourly wage (including fringe benefits). Any doubt as to such issues shall be resolved against the Contractor and LMHA shall act against the Contractor as LMHA deems appropriate to resolve the matter and the Contractor shall have no recourse against LMHA for any action taken in the matter.

Third tier subcontracting is not strictly prohibited, but is strongly discouraged and subject to approval by the LMHA. Third tier subcontractors must submit for LMHA's consideration all the same documents as subcontractors.

B. Paragraph 37. (a)(2)(i) is added to the *General Conditions* as follows:

To maintain high standards of quality and craftsmanship in materials and services and to facilitate expedient completion of the work, suppliers, vendors, and firms must demonstrate that they have been established and operating successfully in the area of expertise in which they propose to participate may work on this project. For example, a firm that normally erects or supplies masonry, but proposes to furnish or install windows on this project, would not qualify as a window subcontractor (i.e., supplier, vendor, or firm).

The Contractor shall submit evidence, suitable to LMHA, of any subcontractor's qualifications whenever LMHA requests such evidence, whether before or after LMHA's acceptance of such subcontractor. In the event LMHA approves a subcontractor and later determines the subcontractor is not suitable the Contractor shall, upon LMHA's demand, dismiss the subcontractor and propose a suitable replacement for LMHA's consideration. No adjustment increasing the contract time or price shall flow from such action by LMHA.

C. Paragraph 37. (b)(1) is added to the *General Conditions* as follows:
Contractor's may consult the **System for Award Management** (SAM) (formerly known as the U.S. General Services Administration's *Excluded Parties List - EPL*) using the following link: <https://sam.gov/SAM/pages/public/searchRecords/searchResults.jsf> to determine subcontractor eligibility.

D. Paragraph 37. (f) is added to the *General Conditions* as follows:

The Contractor shall not enter into any subcontract agreement prior to receipt of LMHA's written acceptance of the proposed subcontractor. The Contractor shall not instruct or permit anyone to perform work on this project without LMHA's express written consent. LMHA shall make no payment for work performed by any subcontractor whom LMHA has not accepted in writing, or whom LMHA has subsequently determined is unacceptable. Failure to comply with these requirements is grounds for LMHA to order work stoppage, termination of the Contractor's right to proceed, or any other action LMHA deems necessary to ensure compliance.

E. Paragraph 37. (g) is added to the *General Conditions* as follows:

Only one subcontractor may be employed at any time for each category of work. Multiple subcontractors for the same category of work will not be considered unless each of those subcontractors appeared on the *List of Proposed Subcontractors* in the bid documents. If at any time the Contractor wishes to employ multiple subcontractors in the same category of work, all of the proposed subcontractors for that category of work must be submitted simultaneously for LMHA's consideration.

LMHA may approve the use of multiple subcontractors in a single category of work, if the contractor produces evidence, satisfactory to LMHA, that use of a single subcontractor would be less cost-effective, less efficient, or is not feasible. Such approval will be based solely on the best interests of LMHA.

F. Paragraph 37. (h) is added to the *General Conditions* as follows:

The Contractor shall require all subcontractors proposed to participate in this project to complete and sign a form certifying that the subcontractor is familiar with the requirements of the contract between the Contractor and LMHA and agrees to be bound by those requirements insofar as they apply to said subcontractor (forms will be provided at the pre-construction meeting).

G. Paragraph 37. (i) is added to the *General Conditions* as follows:

If the general contractor is authorized to substitute subcontractors (including 3rd tier subcontractors) and a cost saving to the general contractor is realized, 50% of the saving shall be credited to the Louisville Metro Housing Authority.

XXI. LABOR STANDARDS, DAVIS-BACON AND RELATED ACTS

A. Paragraph 46. (a)(2)(V) is added to the *General Conditions* as follows:

The General Wage Decision applicable to this project, and required by the Federal Davis-Bacon Act, is included in these documents at Section K.

B. The following provisions are added to Paragraph 46. (c)(2)(i) of the *General Conditions*:

All payrolls shall be submitted on Form WH-347. No other form may be used without LMHA's prior written consent. If granted, LMHA may at any time rescind such consent should the alternative form prove less than satisfactory for LMHA's purposes.

C. The following provisions are added to Paragraph 46. (c)(2)(i) of the *General Conditions*:

Payrolls shall be submitted no later than five working days after the last day of that payroll period to which they pertain.

D. Paragraph 46. (l) is added to the *General Conditions* as follows:

LMHA shall notify the Contractor, in writing, of labor standards discrepancies as they become known. Should any discrepancy remain unresolved thirty (30) consecutive calendar days after notification from LMHA, LMHA shall begin recording time expended by LMHA employees in pursuit of resolving such discrepancy. For each such hour, or portion of an hour, the sum of \$30.00 shall be set-off from remaining payments to the Contractor as compensation for such costs. Such charges shall continue accruing until the discrepancy is satisfactorily resolved.

END OF SECTION J

SECTION K

FEDERAL DAVIS-BACON GENERAL WAGE DECISION

"General Decision Number: KY20220093 04/15/2022

Superseded General Decision Number: KY20210093

State: Kentucky

Construction Type: Building

County: Jefferson County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/28/2022 |

*PROPOSAL
15666
KM*

2 02/25/2022
3 04/15/2022

BOIL0040-001 01/01/2021

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 37.60 | 27.49 |

CARP0175-001 12/01/2020

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation, Form Work, and Floor Laying - Carpet and Vinyl)..... | \$ 26.75 | 19.61 |

CARP1076-001 06/01/2021

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 29.06 | 22.95 |

ELEC0369-012 05/31/2021

| | Rates | Fringes |
|---|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 33.85 | 18.72 |

ELEV0020-001 01/01/2022

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 49.74 | 36.885 |

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0181-054 06/01/2021

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR (Drill)..... | \$ 33.90 | 17.85 |

ENGI0181-079 06/01/2021

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR (Loader)..... | \$ 33.90 | 17.85 |

Proposal
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ENGI0181-081 06/01/2021

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR (Crane)..... | \$ 34.99 | 17.85 |

CRANES WITH BOOM 150 FEET & OVER, INCLUDING JIB, SHALL RECEIVE \$.75 ABOVE THE WAGE RATE; 250 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.50 ABOVE THE WAGE RATE. ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE THE WAGE, REGARDLESS OF BOOM LENGTH.

ENGI0181-082 06/01/2021

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR (Forklift)..... | \$ 31.90 | 17.85 |

ENGI0181-093 06/01/2021

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR (Oiler)..... | \$ 28.48 | 17.85 |

IRON0044-017 06/01/2021

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 31.32 | 21,60 |

IRON0070-014 06/01/2021

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER (Structural and Reinforcing)..... | \$ 31.09 | 23.75 |

LAB00576-016 07/01/2021

| | Rates | Fringes |
|--|----------|---------|
| LABORER (Backfiller, Carpenter Tender, Demolition, Common or General)..... | \$ 21.03 | 11.64 |

LAB00576-019 07/01/2021

| | Rates | Fringes |
|---|----------|---------|
| LABORER (Grouting, Mason Tender - Cement/Concrete, Power Tool Operator, Tamper - Hand Held)..... | \$ 21.23 | 11.64 |

PLUM0502-006 08/01/2021

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 35.22 | 23.63 |

PLUM0502-011 08/01/2021

*Proposal
#1566
KM*

| | Rates | Fringes |
|--|----------|---------|
| PIPEFITTER (Includes HVAC Pipe and Unit Installation)..... | \$ 35.22 | 23.63 |

 ROOF0147-001 07/01/2020

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 25.00 | 10.79 |

 * SFKY0669-001 04/01/2022

| | Rates | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 39.52 | 22.61 |

 SHEE0110-005 06/01/2021

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (Includes HVAC Duct Installation)..... | \$ 33.74 | 23.31 |

 * UAVG-KY-0015 01/01/2020

| | Rates | Fringes |
|--------------------------------|----------|---------|
| LABORER: Airtool Operator..... | \$ 24.64 | 14.24 |

 * UAVG-KY-0017 01/01/2020

| | Rates | Fringes |
|-------------------------------|----------|---------|
| LABORER: Vibrating Plate..... | \$ 24.64 | 14.24 |

 * UAVG-KY-0019 01/01/2019

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 28.60 | 16.62 |

 * SUKY2015-032 06/02/2015

| | Rates | Fringes |
|--|-------------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 26.83 | 12.67 |
| BRICKLAYER..... | \$ 24.03 | 8.03 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 20.21 | 9.70 |
| LABORER: Concrete Saw (Hand Held/Walk Behind)..... | \$ 19.93 | 5.97 |
| LABORER: Mason Tender - Brick... | \$ 14.30 ** | 1.13 |
| LABORER: Pipelayer..... | \$ 20.36 | 9.90 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 22.27 | 3.72 |

Proposal #1566 KM

| | | |
|--|----------|-------|
| OPERATOR: Bulldozer..... | \$ 21.49 | 3.84 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 22.52 | 4.00 |
| OPERATOR: Roller..... | \$ 23.60 | 12.65 |
| PAINTER (Brush and Roller)..... | \$ 21.28 | 11.94 |
| PAINTER: Spray..... | \$ 22.81 | 11.87 |
| TILE FINISHER..... | \$ 15.42 | 5.63 |
| TILE SETTER..... | \$ 22.64 | 6.10 |
| TRUCK DRIVER: Dump Truck..... | \$ 23.60 | 8.03 |

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Proposal # 15166 KM

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

Proposal #1566 KIM

be:

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

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

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

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

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

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISIO"

*Proposal
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SECTION L
SPECIAL CONDITIONS

1. ORDER OF WORK

A. Under no circumstances shall any contractor or subcontractor perform work on LMHA property prior to LMHA's receipt of proper and satisfactory evidence of such party's insurance as specified elsewhere in the Contract. Likewise, any contractor or subcontractor whose insurance certificate has expired shall immediately cease work on LMHA property until such time as a new and current certificate is received by LMHA. It is the Contractor's responsibility to ensure that all insurance certificates are kept up-to-date.

B. No work shall commence under the Contract unless and until all pre-work requirements have been met and all necessary materials and equipment are on-hand and ready to be installed complete, in-place, and ready for use, as specified in the Contract.

C. The Contractor shall give priority to completing work in the order directed by LMHA. Minimizing inconvenience to residents is a Contract priority. The Contractor shall make every feasible effort to schedule and prosecute the work in such manner as to minimize inconvenience to LMHA residents. The Contractor is forewarned, LMHA may change the work sequence at any time and may do so more than once. If, the Contractor demonstrates that such a change materially increases the cost of performance, LMHA may grant an equitable adjustment.

D. The Contractor shall prepare a calendar schedule of the entire project. The schedule shall ensure that the contract is completed on or before the stipulated date for completion. All work shall be planned and performed so as to minimize inconvenience to LMHA residents and employees. Where the contract requires work in an occupied area the Contractor shall take all necessary steps to ensure that all work in such dwelling is completed as quickly as reasonably possible. The calendar schedule shall.

- Ensure that the contract is completed within the allotted time for completion;
- Identify starting and completion dates for each element of work;
- Identify starting and completion dates for the total project.

2. TIME FOR COMPLETION

A. Work, including preparation and submittal of schedules and other required items, shall commence on the date stipulated in the duly executed Notice to Proceed. The Contract Period shall be **THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS**.

B. The Contractor shall not perform, or permit, overtime or holiday work without the LMHA's prior written consent. The following days are observed holidays:

New Year Day - January 1

Martin Luther King, Jr. Day - Third Monday in January

Memorial Day - Last Monday in May

Juneteenth- June 20th for 2022

Independence Day - July 4

Labor Day - First Monday in September

Thanksgiving Day - Fourth Thursday and Friday in November

Christmas Holiday- the 26th and 27th for 2022

C. NOTE: If holiday falls on a Saturday, it will be observed on the preceding Friday. If holiday falls on a Sunday, it will be observed on the following Monday.

D. The Contractor is hereby advised that LMHA administrative personnel may take vacation(s), or other leave, during the contract period. Every effort will be made to maintain smooth administration of the contract during such vacations, however, any effect such vacations may have on the administration of this contract shall not be construed by the Contractor as the basis for delay or damage claims.

E. The Contractor may perform work between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except as otherwise provided by the Contract or otherwise directed or permitted in writing by the LMHA.

3. MINIMUM DAILY ACTIVITY

A. General Construction: Time is of the essence. The Contractor shall provide all labor, materials, and equipment necessary to complete the work as quickly as reasonably possible. The Contractor shall exercise professional judgment to ensure provision of adequate resources to accomplish the work without unduly interfering with LMHA residents' use and enjoyment of their homes.

4. SITE CONDITIONS

A. The Contractor shall remove ALL debris from the site and clean ALL work areas at the end of each day of work. The Contractor shall keep the project site clean and free from debris at all times. If the Contractor is negligent or lax in discharging these responsibilities, the LMHA may furnish labor and equipment to perform the needed work and may deduct the cost of such work from the Contract Price.

B. The Contractor shall provide appropriately sized trash receptacles at the project site and shall ensure that they are promptly removed when full. The Contractor shall not dispose of trash in LMHA trash receptacles.

C. Staging areas at Fegenbush Lane and Norbrook Drive are extremely limited. Contractor to manage material delivery as needed to restrict their use within the defined staging limits. Only 2-parking spaces on these sites will be granted to the contractor (for small trailer [present only during work hours] and for superintendent). Contractor's workers parking is not allowed on site (except at Whipps Mill, during work hours).

D. Workers shall use designated areas when eating lunch, taking breaks, etc., and shall properly dispose of all personal debris.

E. The Contractor is ultimately responsible for securing its work areas, equipment, and other interests.

6. PROJECT SITE

A. The project site is located in the City of Louisville, Kentucky, and is identified elsewhere in the Contract.

7. COMMUNICATIONS

A. The Contractor shall present all notices, demands, requests, proposals, instructions, approvals, and claims in writing. Regarding matters related to this project, the Contractor shall communicate only with LMHA's Program Manager, unless otherwise authorized in writing by LMHA's Contracting Officer.

B. Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the Contractor's address indicated on the signature page of the *Form of Contract* (or at such other address as the Contractor may, from time to time, designate, in writing, to LMHA) or if deposited in the U.S. Mail in a postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

C. Unless otherwise stated in writing by the Contracting Officer, only the following individuals have the authority to order work under this contract on LMHA's behalf:

| LMHA Employee | Name |
|--|--------------|
| Contracting Officer | Lisa Osanka |
| Director, Capital Improvements Department | Norma Ward |
| Program Manager, Capital Improvements Department | Jay Hendrick |

D. **The Contractor performs work ordered by any other persons at its own risk.** LMHA will notify the Contractor if LMHA removes, replaces, or adds any LMHA agent during the contract period.

E. All deliveries to the Louisville Metro Housing Authority shall, unless otherwise specified in writing, be addressed to:

Norma Ward
Louisville Metro Housing Authority
420 South Eighth Street
Louisville, KY 40203

F. Any notice to, or demand upon, LMHA shall be sufficiently given if delivered at the address written above (or at such other address as LMHA may, from time to time, designate in writing) or if deposited in the U.S. Mail in a postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

G. Any communication shall be deemed to have been delivered at the time of receipt indicated by LMHA's time/date stamp or similar device. The preceding sentence notwithstanding, any communication received after 3:00 p.m., Monday through Friday, or on a holiday, shall be considered as having been received on the next business day.

8. JOB OFFICES/TEMPORARY STRUCTURES

- A. A job site office is NOT REQUIRED.
- B. The Contractor shall provide telephone, toilet, and other facilities for its use, as they deem necessary. Neither the Contractor nor subcontractors shall use LMHA facilities or equipment.
- C. Upon completion of the contract work, or when directed by LMHA, the Contractor shall remove all such temporary structures and facilities from the project site and leave the premises in condition equal to, or better than, its condition at the time of contract award. The Contractor shall provide before and after photographs to substantiate its compliance with this requirement.

9. COOPERATION WITH THE LMHA AND LMHA RESIDENTS

- A. Should any worker on this project become abusive or offensive to LMHA, LMHA employees, LMHA Residents, or the general public, the Contractor shall immediately remove the worker from the project.
- B. Should any LMHA resident become a nuisance, by complaining about or interfering with the work, or by other acts, the Contractor shall immediately notify the LMHA so that steps may be taken to alleviate the problem. In the event the safety of the Contractor's personnel is imminently jeopardized by the action of a resident, or other person, the Contractor should first notify the appropriate authorities (i.e., Police, Fire Dept., etc.) and notify LMHA thereafter.
- C. LMHA must notify residents 48 hours prior to performing any work that requires displacement of vehicles, closure of streets, disruption of public services, or interruption of heat, hot water, electricity, etc.

LMHA will provide personnel to deliver such notices and to accompany the Contractor's or subcontractors' personnel to occupied units where residents cannot be present during the work. The Contractor shall, to the maximum extent feasible, notify LMHA's Program Manager at least 96 hours in advance of each such activity so that LMHA may prepare and distribute notices.

10. MATERIALS STORAGE

- A. Materials may be stored off-site in certain instances, provided LMHA and HUD requirements are satisfied, and the Contractor enters into an " Agreement to Store Materials Off-Site" (utilizing the LMHA Form 7002).

13. PROGRESS MEETINGS

- A. With the express purpose of expediting the work and providing opportunities for cooperation of affected parties, representatives of the LMHA, the Contractor, and such others as LMHA may deem necessary shall attend progress meetings.
- B. Others, including the Contractor, may suggest or request meetings, but LMHA, alone, shall determine whether, when, and where meetings are appropriate.

14. TEMPORARY UTILITIES

A. Utilities are not available. Contractor shall be responsible for utilities.

15. SANITARY FACILITIES

A. The Contractor shall furnish, install, and maintain ample sanitary facilities for workers employed on this project.

B. The Contractor shall furnish drinking water from an approved safe source, piped or transported so as to remain clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains.

C. The Contractor shall maintain all sanitary facilities in strict accordance with all state and local health regulations and shall remove them from the project site upon completion or at LMHA's direction.

16. PROTECTION OF GROUNDS

A. As described elsewhere in the Contract Documents.

17. EXPLOSIVES

A. No explosives shall be used on this project.

18. PARKING

A. LMHA may designate some parking space for the Contractor's use. Designated parking, if any, may not be adequate for all project vehicles and is not guaranteed under the Contract. The Contractor must submit written requests for designated parking.

B. Whether or not LMHA provides designated parking space for the Contractor's use, the Contractor shall ensure that no vehicle owned by the Contractor, any subcontractor, any employee of the Contractor or subcontractor(s), or any other party in the service of any of the above-named parties, is permitted to park in LMHA parking areas or on other portions of LMHA property without LMHA's written consent.

19. TEMPORARY PROTECTION

A. The Contractor shall at all times protect all work, equipment, and materials and shall comply with all applicable OSHA and General Contractors Association of America safety rules.

B. The Contractor shall observe all ordinances and police regulations concerning the occupation of, and work in, public spaces and shall save and hold harmless LMHA and LMHA employees from and

against all claims, damages, losses, and expenses, including attorneys' fees, arising from or related to accidents to persons or property which may occur in connection with the Contractor's operations.

C. The Contractor shall furnish, install, and maintain such temporary work as may be required for the protection of its work, the public, and employees in or about the work site, including, but not necessarily limited to, guardrails, fences, and barricades.

D. As conditions require it, the Contractor shall provide personnel to guard the work after hours, and at other times as necessary, to prevent vandalism, personal injury, damage, etc. Anything that is damaged or defaced because of the Contractor's negligence shall be repaired or replaced by the Contractor at no additional expense to the LMHA.

20. SUPERVISION AND WORKMANSHIP

A. Throughout the progress of the work the Contractor shall keep on the job a competent superintendent, satisfactory to LMHA. The Contractor shall not change the superintendent without LMHA's consent, unless the Contractor terminates the superintendent's employment. The superintendent shall have authority to act on behalf of the Contractor and instruction, direction, and notices given to or by the superintendent shall be binding upon the Contractor.

B. The Contractor shall supervise and consult with each subcontractor during the work. The Contractor shall cause each subcontractor to lay-out and execute its work so as not to interfere with, delay, or damage, the work of other individuals or entities working at the project site.

C. The Contractor shall promptly remove from the premises all work rejected by the LMHA for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to LMHA and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

22. CUTTING AND PATCHING

A. Execute all cutting and patching in a neat and workmanlike manner using individuals skilled in the appropriate trades. Patch to match adjacent finishes. Where patching is required, refinish the entire surface of the component being patched.

23. PERMITS AND REGULATORY INSPECTIONS

A. The Contractor shall pay for and obtain from legally authorized agencies all permits and inspections necessary for the completion of work under this contract.

B. All work shall be performed by licensed persons and in accordance with all applicable codes and regulations including, but not necessarily limited to:

1. City and State Building Inspector;
2. National Fire Protection Agency;
3. Kentucky Standards of Safety;
4. Local Insuring Agency;
5. State and Local Plumbing Code;
6. Board of Health; KY Cabinet of Health Services
7. Kentucky State Fire Marshall;
8. National Sanitation Foundation;
9. National and Local Electrical Code;
10. Louisville Metro Air Pollution Control District; and
11. others, as required
12. Metropolitan Sewer District
13. Inspections, Permits, and License

C. This is notice to the Contractor that this project may be subject to Phase I or Phase II, or both, EPA Storm Water Control regulations pursuant to the Clean Water Act (33 U.S. Code 1358) as amended (40 CFR 122.26(b)(14)(x), 33 U.S. Code 1342 (p)(1988), and the Water Resources Development Act of 1992, P.L. 102-580 paragraph 364, 106 Stat. 4797).

D. This is notice to the Contractor that the EPA Storm Water Hotline / Region 4 [(404) 562-9303] is available to assist with questions regarding these requirements. Any and all permits, inspections, fees, etc. required in connection with these requirements shall be the responsibility of the Contractor and shall be acquired at no additional cost to LMHA.

E. The Contractor shall furnish LMHA and consultant with one (1) copy of each required permit.

24. POSTING REQUIREMENTS

A. The Contractor shall maintain a job bulletin board in a location where all project workers will see required postings daily.

B. LMHA will provide the following required postings to the Contractor:

- 1) Davis-Bacon General Wage Decision;
- 2) State and Federal notices to employees;
- 3) EEO notice;
- 4) Workers' Compensation notice;

- 5) State and Federal Safety and Health Protection notices; and
- 6) Contractor's Affirmative Action policy.

25. DRAWINGS AND SPECIFICATIONS

A. The Contract Documents are intended to address all work enumerated under the respective headings. The Contractor shall not take advantage of conflict between, or error in, the Contract Documents. Should any conflict or error be discovered, the Contractor shall immediately request clarification.

B. The Contractor shall not, under any circumstances, scale schematics for the location of equipment or work.

26. COORDINATION OF WORK

A. Owing to the nature of the work, and to prevent confusion and discrepancies, approximate or general dimensions may be indicated in some instances. It is intended that, in some instances, a reasonable limit of variation may be allowed to expedite the making and completion of the work and to serve the best interests of the project as a whole.

B. Other provisions of the Contract further address the Contractor's high duty to coordinate the work to minimize inconvenience to LMHA residents.

28. APPROVALS

A. Final payment shall be released only after LMHA's (and, where necessary, HUD's) written acceptance of all work.

B. The Contractor shall, at no additional cost to LMHA, furnish LMHA with certificates of inspection and approval from the appropriate inspecting agencies. Final payment shall be contingent upon LMHA's receipt of such certifications.

30. INSPECTIONS

A. Except as the Contract otherwise provides, no work of any kind shall be covered-up prior to testing, examination, and approval.

B. All installations shall be inspected by the proper authority to insure compliance with all requirements of this Contract.

C. Where formal inspections (such as punch list or final inspections) by LMHA are required, the Contractor shall provide written notice that such an inspection is needed no less than seven (7) days prior to the date on which such inspection is desired. If HUD inspection is required, the Contractor shall notify LMHA in writing no less than fourteen (14) days in advance.

31. GUARANTEE

A. Except where the contract documents require a greater guarantee period, the Contractor shall guarantee all work to be free from any defects in material and workmanship for a period of at least one (1) year from the date of acceptance.

B. The date of acceptance shall be stated in writing by LMHA when it is satisfied that all punch list and final inspection deficiencies have been corrected.

C. LMHA reserves the right to occupy individual areas at the conclusion of demolition for construction of new facilities.

D. In the event of the failure of any component or material during the period of this guarantee, the Contractor shall promptly restore such components or materials to the standards set forth by this contract at no additional expense to LMHA within a time frame established by LMHA.

32. SECURITY

A. The Contractor shall, at all times, protect and secure all work, equipment, and material.

B. All open conduits and pipes shall be tightly covered and protected against dirt, water, and other injury for the duration of the Contract.

C. It is solely the Contractor's responsibility to maintain the security of the work.

D. The Contractor shall, at no additional cost to LMHA, repair or replace – at LMHA's option – damaged, defective, or defaced work, whether or not such condition may impair the structural integrity or utility of the work.

33. ENERGY STANDARDS

A. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy plan, issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

34. ENVIRONMENTAL PROTECTION

A. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 3-6 of the Clean Air Act (42 U.S. Code 1857(h)), Section 508 of the Clean Water Act (33 U.S. Code 1358), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). This provision applies to contracts and subcontracts in excess of \$100,000. Refer to paragraph 22.C, above, for additional information regarding the Clean Water Act.

B. The Contractor shall comply with the standards of OSHA's Health and Safety Partnership Program (HSPP) and shall ensure the application of any and all engineering controls, personal protective equipment, and safety measures necessary to protect the health of employees, LMHA personnel, the general public, and the environment during the removal, installation, or disturbance of any and all mineral fiber and respirable synthetic vitreous fiber (SVF) materials containing fibers characteristically 5 microns, or more, in length with a length to width ratio greater than or equal to 3:1, whether or not such materials, or activities affecting such materials, are regulated by any federal, state, or local agency.

35. SUBMITTALS

- A. The Contractor shall submit all required LMHA and HUD forms, certificates, and documentation as directed at the pre-construction conference and as otherwise required under the Contract.

- B. The Contractor shall submit additional information, as required by the LMHA, throughout the course of this project.

- C. The Contractor shall submit cut-sheets, shop drawings, product data sheets, and other relevant information to the LMHA for review prior to purchase, installation, or use, as may be required by LMHA. No material, equipment, or installation shall be purchased, installed, or used without the prior written approval of the LMHA.

END OF SECTION L

SECTION M

(v.5370)

**MBE, WBE & DBE, and SECTION 3 PROGRAMS
CONTRACTUAL REQUIREMENTS, FORMS AND
DOCUMENTS**

LMHA Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disabled Business Enterprise (DBE) and Section 3 Programs

All bidders must comply with the requirements of LMHA's MBE, WBE and DBE, and Section 3 Programs to be considered responsive.

THE PARTICIPATION PERCENTAGE GOALS FOR THIS PROJECT ARE:

MBE - TWENTY-FIVE PERCENT (25%)

WBE - TEN PERCENT (10%)

DBE - ONE HALF OF ONE PERCENT (.5%)

SECTION 3 REGULATORY REQUIREMENTS:

- **TWENTY-FIVE (25) PERCENT OR MORE OF THE TOTAL NUMBER OF LABOR HOURS WORKED BY ALL WORKERS EMPLOYED FOR THIS PROJECT WILL BE PERFORMED BY SECTION 3 WORKERS, AND**
- **FIVE (5) PERCENT OR MORE OF THE TOTAL NUMBER OF LABOR HOURS WORKED BY ALL WORKERS EMPLOYED FOR THIS PROJECT WILL BE PERFORMED BY TARGETED SECTION 3 WORKERS.**

I. LMHA Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disabled Business Enterprise (DBE) Programs

A. *Generally*

This contract includes provisions regarding **MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISE (WBE), and DISABLED BUSINESS ENTERPRISE (DBE)** solicitation and employment for firms wishing to participate in LMHA federally funded procurement activities that have potential for MBE, WBE, or DBE involvement in accordance with Executive Order 11625.

FAILURE TO MEET THE MBE, WBE and DBE GOALS MAY HAVE A SERIOUS IMPACT ON THE EVALUATION OF A BIDDER'S RESPONSIVENESS!

B. Definitions

The following definitions are used throughout the bid documents and Contract Documents:

1. **MBE** - Means Minority Business Enterprise. That is, a business which is fifty-one percent (51%), or more, owned by one or more persons who are members of a racial minority ("Racial Minority" is defined below), and in which such persons share economic interests and have proportionate control over management, interest in capital, and interest in earnings (minority/non-minority joint ventures are addressed elsewhere in these documents).
2. **WBE** - Means Women Business Enterprise. That is, a business which is at least fifty-one percent (51%) owned by one or more Women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more Women; is managed by, and the daily business operations are controlled by one or more Women; and is a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
3. **DBE** - Means Disabled Business Enterprise. That is, a business which is fifty-one percent (51%), or more, owned by one or more disabled individuals, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more disabled individuals; is managed by, and the daily business operations are controlled by one or more disabled individual; and is a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
4. **MBE Certification** -- All MBE, WBE, and DBE firms must be certified through either the **Tri-State Minority Supplier Development Council**, the **Louisville and Jefferson County Human Relations Commission**, or must provide evidence satisfactory to LMHA of minority ownership.
5. **Racial Minority** - Also called "Minority," means any United States Citizen who is:
 - a) **African American** (racial classification 2) - All persons of origins in any black African racial group not of Hispanic origin; or,
 - b) **Hispanic American** (racial classification 3) - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish descended culture or origin, regardless of race; or,
 - c) **Asian American** (racial classification 4) - All persons having origins in any of the Pre-Magellanic peoples of the Far East, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands; or,

- d) **American Indian or Native Alaskan** (racial classification 5) - All persons having origins in any of the Pre-Colombian peoples of North America, including Alaska, who maintain identifiable tribal affiliations, through membership and participation or community-identification; or,
 - e) **Hasidic Jew** (racial classification 6) - All persons having origins in the Hasidic Jewish culture, who maintain identifiable cultural affiliations, through membership and participation or community-identification.
- 6. **Disabled Person** - Means any person who has a physical or mental impairment which substantially limits one or more of such person's major life activities, or has a record of such an impairment, or is regarded as having such an impairment.
 - 7. **Woman** - Means a person born with the physical and genetic characteristics commonly associated with the Women gender as currently defined by the professional medical community.

Women and disabled persons are not "Minority" persons, for the purposes of this project, unless they also meet one of the above-indicated definitions of a "Racial Minority."

C. *MBE, WBE, and DBE Certification*

All MBE, WBE, and DBE firms must be certified through the **Tri-State Minority Supplier Development Council**, 600 W. Main Street, Louisville, Kentucky 40202, (502) 625-0159, or the **Louisville and Jefferson County Human Relations Commission**, 410 West Chestnut Street, Louisville, Kentucky 40202, (502) 574-3631. Certifications from other agencies will be reviewed on a case by case basis. A copy of the certification must be submitted upon request.

Questions concerning MBE participation may be directed to the Louisville Metro Housing Authority's MBE/Section 3 Coordinator, Phil Reidinger, at (502) 569-4922 or reidinger@LMHA1.org.

- 1. Certification through one or more of the listed agencies indicates that a firm meets or exceeds the certifying agency's requirements for MBE, WBE, or DBE certification, however, it should not be construed as implying LMHA approval of such MBE, WBE, or DBE. MBE, WBE, or DBE certification is not indicative of any qualification to perform the work for which the Bidder has proposed the MBE firm. It is the Bidder's inherent responsibility to ensure, **prior to submitting a bid**, that **ALL** proposed subcontractors are qualified.

D. *MBE, WBE, and DBE Participation in LMHA Contracts*

This policy applies to LMHA projects for construction, demolition, renovation, abatement, and similar activities. HUD mandates that the primary procurement

responsibility of PHAs is to secure the best goods or services at the best price. However, MBE, WBE, and DBE participation is an integral and highly important part of LMHA's contracting activities. A minimum MBE, WBE, and DBE participation percentage goal has been established for this project and set forth above. The potential for achieving the MBE, WBE, and DBE participation percentage goal may depend upon the relative availability of MBE, WBE, and DBE firms in the categories of work anticipated. The Contract will be awarded to the responsible and responsive bidder who submits the lowest price, provided award serves LMHA's best interests.

1. **IN ORDER TO BE CONSIDERED RESPONSIVE**, a bidder must either meet the goals or provide evidence conclusively demonstrating that it made a strenuous, albeit unsuccessful, good faith effort to meet the goals. **Failure to aggressively respond to these requirements** is grounds for rejection of bid as non-responsive.
2. Law prohibits public housing agencies, including LMHA, from mandating MBE, WBE, or DBE participation. Bidders on LMHA projects are not obligated to use MBE, WBE, or DBE goods or services simply to meet the MBE, WBE, or DBE participation goal if the goods or services are available from non-MBE, non-WBE, or non-DBE sources at lower cost or using the MBE, WBE, or DBE would increase the cost of performance. Likewise, this policy shall not be construed as endorsing the representation of MBE, WBE, or DBE participation, when in fact a substantial portion of the participation proposed to be performed by an MBE, WBE, or DBE will be performed by the Contractor or by a third tier, non-MBE, non-WBE, or non-DBE subcontractor. For example:

If, on the *List of Proposed Subcontractors*, the bidder indicates that an MBE, WBE, or DBE will provide case work and trim carpentry services; and, the MBE, WBE, or DBE intends to, or commonly does, subcontract a substantial portion of its work to third tier non-MBE, non-WBE, or non-DBE subcontractors; such conditions would conflict with the intent of LMHA's MBE, WBE, and DBE Policy and the bidder's MBE, WBE, or DBE participation percentage would be reduced commensurately and its responsiveness reevaluated accordingly. The foregoing statements should not be construed as diminishing LMHA's commitment to MBE, WBE, or DBE participation. LMHA is committed to MBE, WBE, and DBE participation and expects contractors to employ MBE, WBE, and DBE firms to the fullest extent feasible.

E. Calculating MBE Participation

1. General -- An MBE's, WBE's, and DBE's participation in the Contract may count toward the goal to the extent that the MBE, WBE, or DBE performs Contract work with its own forces or through an MBE, WBE, or DBE subcontractor that uses its own forces. Work that an MBE, WBE, or DBE

subcontracts to a non-MBE, non-WBE, or non-DBE subcontractor does not count toward the goal. Any contractor, subcontractor, or joint venture, that claims MBE, WBE, or DBE participation may be required, at any time, to produce evidence that the portion of the total contract price claimed was actually awarded to, performed, or supplied by MBE, WBE, or DBE firms.

2. MBE, WBE, and DBE Qualifications -- For their participation to count toward the goal, MBE, WBE, and DBE firms must be currently certified as MBE, WBE, or DBE firms at the time of the bid opening. MBE, WBE, and DBE firms, to participate in the Contract, must meet all the responsiveness and responsibility requirements imposed on other contractors and subcontractors under the Contract.
3. Commercial Utility -- The participation of an MBE, WBE, or DBE may count toward the goal only if the MBE, WBE, or DBE performs a commercially useful function in executing the Contract work.
 - a) An MBE, WBE, or DBE firm's function may be commercially useful if it includes direct, day-to-day responsibility for significant work of the Contract and the MBE, WBE, or DBE actually fulfills its responsibilities by performing, managing, and supervising that work.
 - b) Responsibility for negotiating prices, determining quality and quantities, ordering, installing, and paying for materials and supplies involved in the MBE's, WBE's, or DBE's portion of the Contract work may, also, indicate commercial utility.
 - c) An MBE's, WBE's, or DBE's function is not commercially useful if the firm's actual role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to present the appearance of MBE, WBE, or DBE participation. In determining whether a firm is an extra participant, LMHA may examine similar transactions, contracts, or projects, particularly those in which MBE, WBE, or DBE firms do not participate.
 - d) An MBE, WBE, or DBE that does not perform, or bear and exercise responsibility for, at least 12 percent of the total cost of its Contract work with its own forces, or that subcontracts a greater portion of its Contract work than would be expected under normal industry practice for the type of work involved, is preemptively not performing a commercially useful function. An MBE, WBE, or DBE may challenge the presumption that it is not performing a commercially useful function. Because no privity can exist between LMHA and a subcontractor, MBE, WBE, and DBE subcontractors must assert such challenges through the prime contractor.
 - e) LMHA may evaluate industry practices, the amount and type of work awarded to the MBE, WBE, or DBE, and any other factors LMHA

deems appropriate, to determine whether a function is commercially useful.

4. MBE, WBE, or DBE Prime Contractors -- MBE, WBE, or DBE firms are under the same obligations as any other prime contractor with respect to LMHA's MBE, WBE, or DBE goals. To receive MBE, WBE, or DBE participation credit, an MBE, WBE, or DBE prime contractor must perform at least 12% of the Contract work with its own forces. MBE, WBE, or DBE prime contractors may be credited with MBE, WBE, or DBE participation to the extent that they perform the Contract work with their own forces and employ MBE, WBE, or DBE subcontractors pursuant to the provisions of this policy. For example:

If an MBE, WBE, or DBE prime contractor will perform \$12,000-worth of work with its own forces, and the total contract price is \$100,000, MBE, WBE, or DBE participation would be 12%. Thus, if the MBE, WBE, or DBE participation goal was 20%, the MBE, WBE, or DBE prime contractor would be short of the goal and required to either obtain another 8% participation or demonstrate fruitless good faith efforts to obtain another 8% and request a waiver of that portion of the goal.

5. Non-MBE, WBE, or DBE Prime Contractors - may be credited with MBE, WBE, or DBE participation based on the dollar value of that portion of the total contract work subcontracted to MBE, WBE, or DBE firms and performed by such MBE, WBE, or DBE firms using their own forces or through third tier MBE, WBE, or DBE subcontractors that use their own forces. For example:

If a non-MBE, WBE, or DBE prime contractor subcontracts \$15,000-worth of the total contract work to one or more MBE, WBE, or DBE subcontractors, and the total contract price is \$75,000, MBE, WBE, or DBE participation would be 20% ($\$15,000/\$75,000$).

6. MBE, WBE, or DBE Subcontractors -- To receive MBE, WBE, or DBE participation credit, an MBE, WBE, or DBE subcontractor must perform at least 12% of its portion of the Contract work with its own forces. An MBE, WBE, or DBE subcontractor's participation in the Contract counts toward the goal to the extent that the MBE, WBE, or DBE performs Contract work with its own forces and through third-tier MBE, WBE, or DBE subcontractors that use their own forces. Work that an MBE, WBE, or DBE subcontractor subcontracts to a non-MBE, WBE, or DBE subcontractor does not count toward the goal. For example:

If an MBE, WBE, or DBE firm is subcontracted to fabricate and supply equipment for this project, at least 12% of the fabrication must be performed by the MBE, WBE, or DBE firms' own forces, in its own facility.

- a) A prime contractor shall receive no credit for the participation of an MBE, WBE, or DBE subcontractor unless the prime contractor, before the start of work, delivers to LMHA a fully executed original

counterpart of the agreement between the prime contractor and the MBE, WBE, or DBE subcontractor.

- b) Such agreement must bear the prime contractor's and MBE, WBE, or DBE subcontractor's notarized signatures, must state the price the MBE, WBE, or DBE will receive for its work, and must include a reasonably detailed description of the work the subcontractor will perform.

- 7. Joint Ventures - Joint ventures between an MBE, WBE, or DBE and a non-MBE, WBE, or DBE, bidding and performing as a joint venture prime contractor or sub-contractor, may count toward the goal to the extent of the dollar value of the Contract work performed with the MBE, WBE, or DBE party's forces. For example:

If the joint venture will perform \$35,000-worth of the total contract work with its joint forces, and the MBE, WBE, or DBE party's forces will perform \$15,000-worth of that work, and the total contract price is \$100,000, MBE, WBE, or DBE participation would be 15% ($\$15,000/\$100,000$).

If, in the preceding example, the joint venture was the prime contractor and employed MBE, WBE, or DBE, WBE, or DBE subcontractors to perform \$10,000-worth of the remaining total contract work, MBE, WBE, or DBE participation would be 25% ($(\$15,000 + \$10,000)/\$100,000$).

- a) A joint venture shall receive no MBE, WBE, or DBE participation credit unless, before the start of work, it delivers to LMHA a fully executed original counterpart of the joint venture agreement.
- b) Such agreement must bear the notarized signatures of all parties to the agreement, must state the sum each party will receive for its work, and must include a reasonably detailed description of the work each party will perform.
- c) To be counted at all, the MBE, WBE, or DBE party's portion of the dollar value of the work must be distinct and clearly defined.

- 8. Materials and Supplies - Any contractor or subcontractor may, under certain conditions, claim MBE, WBE, or DBE participation credit for MBE, WBE, or DBE suppliers who provide materials for the Contract work. MBE, WBE, or DBE supplier participation is based, generally, on the dollar value of the goods purchased from the MBE, WBE, or DBE supplier. For example:

Subject to the conditions following this example, if a non-minority prime contractor purchases \$20,000-worth of supplies from an MBE, WBE, or DBE supplier, and the total contract price is \$100,000, MBE, WBE, or DBE participation would be 20% ($\$20,000/\$100,000$). Materials and supplies purchased from MBE, WBE, or DBE firms for use in the Contract may count toward the goal as follows:

- a) If the materials or supplies are purchased from an MBE, WBE, or DBE manufacturer, 100 percent of the cost of the materials or supplies may count toward the goal.
 - (1) For the purposes of these provisions, a “manufacturer” is a business entity that operates or maintains a factory or production facility that routinely produces, on its premises and in the normal course of its business, materials, supplies, articles or equipment required under the Contract.
 - b) Materials and supplies purchased from MBE, WBE, or DBE firms who are regular retail or wholesale dealers will only be counted toward the goal at 60 percent of their cost.
 - (1) For the purposes of these provisions, a “regular retail or wholesale dealer” is a business entity that:
 - (a) owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the normal course of business; and
 - (b) is an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the items required under the Contract.
 - (2) A person may be a regular retail or wholesale dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as described above, if the person owns and operates distribution equipment for distribution of such products.
 - (3) Long-term lease agreements by which a regular retail or wholesale dealer supplements its own distribution equipment may be acceptable as to the goal, but ad hoc or contract-by-contract agreements for that purpose are not.
 - (4) Packagers, brokers, manufacturers’ representatives, and other persons who arrange or expedite transactions are not regular retail or wholesale dealers within the meaning of these provisions. Such persons’ or entities’ participation shall not count toward the MBE, WBE, or DBE or DBE goal.
9. Fees or commissions -- charged by an MBE, WBE, or DBE that is neither a manufacturer nor a regular retail or wholesale dealer, for assistance in procuring materials or supplies, or for fee or transportation charges for delivering materials or supplies required under the Contract, may count

toward the goal, provided LMHA finds such fees or commissions are reasonable and not excessive in comparison to fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves shall count toward the goal under these circumstances, unless they qualify under one of the other provisions of this subsection.

10. Professional Services -- Fees or commissions charged by an MBE, WBE, or DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Contract, may count toward the goal, if LMHA finds them reasonable and not excessive in comparison to fees customarily allowed for similar services.
11. Any contractor, subcontractor, or joint venture that claims MBE, WBE, or DBE participation may, at any time, be required to produce evidence that the portion of the total contract price claimed was actually awarded to, and performed or supplied, by MBE, WBE, or DBE firms.

F. Required Forms

Bidders must submit the following two (2) forms, among others, as a part of the bid proposal, regarding proposed employment of MBE, WBE, or DBE firms on this project:

1. SCHEDULE OF MBE, WBE, AND DBE PARTICIPATION
 - a) The Bidder shall list, on this form, all MBE, WBE, or DBE firms proposed to perform as prime contractors or subcontractors for this project; the type of work to be performed; the anticipated start and completion dates for the work to be performed; and the agreed upon price for the work.
 - b) The Bidder, by completing this form, represents that, if awarded this contract, it will enter into formal contracts (provided each MBE, WBE, or DBE is accepted, in writing, by LMHA), in the amounts indicated, with the MBE, WBE, or DBE firms listed on this form.
2. MBE, WBE AND DBE WAIVER REQUEST INFORMATION SHEET
 - a) In the event the Bidder is unable to achieve the MBE, WBE, or DBE participation percentage goal, the Bidder shall list on this form all MBE, WBE, or DBE firms contacted and/or considered, but not proposed to participate in this project, and the reasons they are not proposed to participate.

FAILURE TO SATISFY THE MBE, WBE, or DBE PARTICIPATION PERCENTAGE GOALS MAY HAVE A SIGNIFICANT ADVERSE IMPACT ON A BIDDER'S RESPONSIVENESS!

G. Evidence of Responsiveness

As evidence that the Bidder has made a significant good faith effort to involve MBE, WBE, or DBE firms in this project, the Contractor, upon request, shall make available to the Louisville Metro Housing Authority such documentation as is described below.

Bidders that fail to meet MBE, WBE, or DBE goals and fail to demonstrate sufficient good faith efforts to merit a waiver, may be required to forfeit their bid guaranty as agreed liquidated damages.

H. Waiver of MBE, WBE, or DBE Goals

Minority Business Enterprise participation is a priority objective of this agency and LMHA's MBE, WBE, and DBE policy applies to all construction and abatement contracts. If, because of extreme circumstances, a bidder cannot meet the MBE, WBE, or DBE participation percentage goal, LMHA may grant a full or partial waiver of the goal. LMHA will, however, grant a waiver of the MBE, WBE, or DBE participation percentage goal only upon receipt of persuasive evidence that a bidder has made diligent, albeit ultimately unsuccessful, efforts to meet the MBE, WBE, or DBE participation percentage goal (as further explained below).

1. **Bidders must make every reasonable effort to meet the MBE, WBE, or DBE goals.**

Limited or merely formalistic efforts are not considered "good faith" efforts. The bidder must demonstrate that, given all relevant circumstances, it actively and aggressively endeavored to meet the MBE, WBE, or DBE goals.

2. **In the event a bidder finds that it cannot fully satisfy the MBE, WBE, or DBE goals of this solicitation, the bidder must submit a written request for a full or partial waiver of the goals and receive approval prior to submission of bid. All request for waivers for MBE, WBE, and DBE must be submitted with the "2nd Day Submission" documents after the bid opening.**

The "MBE, WBE and DBE Waiver Request Information Sheet" can be found on Page 16 of this Section.

IF THE BIDDER WILL NOT USE ANY SUBCONTRACTORS OR HAS MET THE FULL MBE, WBE, AND DBE GOALS, IT IS NOT NECESSARY TO REQUEST A WAIVER.

- a) The written request for a waiver must explain how the bidder views and evaluates the subcontractable components of a project and why the bidder was unable to attain the MBE, WBE, or DBE participation percentage goal. The request must also include detailed narrative statements describing the bidder's "good faith" efforts to secure MBE, WBE, and DBE participation. If bidder has requested such waiver from LMHA within the last five (5) years, submit copies of all waiver requests.

3. Examples of "good faith efforts" to attain the MBE, WBE, or DBE goal include, but are not necessarily limited to:
- a) **Attending scheduled meetings**, regarding the project.
 - b) **Providing written notice**, (preferably certified mail) to a reasonable number of MBE, WBE, and DBE firms requesting bids. *A reasonable number means at least as many MBE, WBE, or DBE firms as non-MBE, WBE, or DBE firms, in each trade category, must be contacted.* Copies of certified letters sent to MBE, WBE, or DBE firms requesting bids, and original, signed, receipts, or copies of telegrams soliciting bids from MBE, WBE, or DBE firms, indicating the date of delivery, would be considered evidence of such efforts.
 - c) **Allowing sufficient time** (five working days, or more, as time permits) **for MBE, WBE, and DBE firms to respond** to a written notice. *Sufficient time means initiating contact with MBE, WBE, or DBE firms at least as far in advance of the bid date as contact is initiated with non-MBE, WBE, or DBE firms.* Original responses from MBE, WBE, or DBE firms indicating the reasons why they do not wish to participate in this project and bids received from MBE, WBE, or DBE firms on those firm's letterhead or standard bid forms would be considered evidence of such efforts.
 - d) **Following up** written notification by **telephone or other means**. Date-stamped copies of telephone conversation records and faxed letters would be considered evidence of such efforts.
 - e) **Contacting MBE, WBE, and DBE assistance agencies** and organizations (see Section J of Official Bid Package for lists) and the LMHA's MBE/Section 3 Coordinator at (502) 569-4922, for assistance in locating qualified MBE, WBE, or DBE firms. Date-stamped copies of telephone conversation records and faxed or mailed letters would be considered evidence of such efforts.
 - f) **Selecting portions of the work to be performed by MBE, WBE, and DBE firms** in order to increase the likelihood of meeting the MBE, WBE, or DBE goals. Documentation demonstrating that extra effort was made to solicit MBE, WBE, or DBE bids for categories of work in which MBE, WBE, or DBE firms are particularly well represented in the geographical area of the project would be considered evidence of such efforts.
 - g) **Providing MBE, WBE, and DBE firms with adequate information about the project** when requesting quotations (i.e., identifying potential subtrades involved in the project and identifying a potential dollar range for those subtrades). Copies of certified letters sent to MBE, WBE, and DBE firms, and original, signed, receipts, date-stamped copies of telephone records and faxed or mailed follow-up

letters, or copies of telegrams sent to MBE, WBE, and DBE firms, would be considered evidence of such efforts.

- h) **Advertising in general circulation media (e.g., Courier-Journal), and media aimed at minorities (e.g., Louisville Defender)**, at least 20 days before bids are due. Or, if 20 days are not available, publication for a shorter, but maximum available, period is acceptable. Copies of legal advertisements published as an attempt to obtain MBE, WBE, and DBE involvement would be considered evidence of such efforts.
 - i) **Making efforts to assist MBE, WBE, or DBE firms** in obtaining bonding, credit, or insurance. Date-stamped copies of telephone conversation records and faxed or mailed letters to MBE, WBE, or DBE firms and/or bondsmen, creditors, or insurers would be considered evidence of such efforts.
 - j) **Making efforts to meet and negotiate** with potential MBE, WBE, and DBE Bidders prior to the bid opening. Copies of certified letters sent to MBE, WBE, and DBE firms and original, signed, receipts, date-stamped copies of telephone records and faxed or mailed follow-up letters, or copies of telegrams sent to MBE, WBE, and DBE firms, would be considered evidence of such efforts.
 - k) **Efforts made by the Bidder to expand its search** for MBE, WBE, and DBE firms, beyond the usual geographic boundaries. Documentation demonstrating that such efforts were made would be considered evidence of such efforts.
4. LMHA reserves the right to examine the Bidder's bid preparation materials, including all requests for bids the Bidder issued to potential subcontractors, the Bidder's bid calculation work sheets, and the Bidder's telephone records, notes, and any other information LMHA believes may be helpful in verifying the Bidder's assertions.
5. LMHA's "MBE, WBE and DBE Waiver Request" review protocol includes the following steps:
- a) The contractor's "MBE, WBE AND DBE WAIVER REQUEST INFORMATION SHEET" and supporting documentation will be reviewed by the MBE, WBE, DBE and Section 3 Coordinator and the appropriate LMHA Directors overseeing the solicitation. The Waiver Request Reviewers Team will collectively make a determination for the appropriate waiver action.
 - b) The MBE, WBE, DBE and Section 3 Coordinator will send the written recommendation from the Waiver Request Reviewers Team to the Deputy Executive Director. If necessary, the Deputy Executive Director will schedule a meeting with the Waiver Request Reviewers Team for additional dialogue regarding the suggested waiver action.

- c) The Deputy Executive Director will forward its and the Waiver Request Reviewers Team's recommendations to the Executive Director for final review and approval. This recommendation will include "MBE, WBE AND DBE WAIVER REQUEST INFORMATION SHEET" and supporting documentation, and a transmittal signature sheet.
 - d) The MBE, WBE, DBE and Section 3 Coordinator will send a written notification regarding the "MBE, WBE AND DBE WAIVER REQUEST INFORMATION SHEET" decision to the contractor or offeror.
6. The bidder's **delivery of a request** for waiver **does not**, in and of itself, **ensure** that such a **request will be granted**.
- a) A full or partial waiver may be granted only after the Louisville Metro Housing Authority has thoroughly reviewed the project's MBE, WBE, or DBE participation potential. Documentation supporting a request for waiver, if such evidence exists, may be presented to the Louisville Metro Housing Authority's Executive Director for a final decision.
 - b) If a waiver is granted, and there are no other impediments to the award of the contract, the contract award process may proceed.
 - c) If a waiver is not granted, or if no request for waiver is received, and the bid is otherwise acceptable, the Louisville Metro Housing Authority may require the Bidder to satisfy the total MBE, WBE, and DBE goals at no additional cost to the Louisville Metro Housing Authority or may deem the Bidder non-responsive.

I. Replacing MBE, WBE, or DBE Subcontractors

- 1. Any contractor who proposes to replace a proposed or accepted MBE, WBE, or DBE subcontractor must maintain the MBE, WBE, or DBE participation percentage that existed prior to the replacement of that subcontractor, or, if possible, achieve an even greater MBE, WBE, or DBE participation percentage. If the contractor finds it cannot satisfy these requirements, it must submit a request for waiver of the MBE, WBE, or DBE participation percentage goal, as prescribed above.
- 2. LMHA reserves the right to conduct compliance reviews on minority and non-minority contractors that utilize MBE, WBE, or DBE subcontractors, or perform as joint ventures. Contractors shall maintain records of all MBE, WBE, or DBE participation for three (3) years following completion of the project. Failure on the part of the contractor to comply with these requirements could result in the withholding of payment, termination of the Contractor's right to proceed with the work, legal fines, imprisonment, or all the above.

J. Assistance to MBE, WBE, and DBE firms

The Louisville Metro Housing Authority actively works to assist minority vendors and contractors/subcontractors. LMHA is committed to providing equal opportunities for Minority Business Enterprises (MBE, WBE, and DBE firms).

Such opportunities are advertised through newsletters and newspapers, including minority newspapers, minority purchasing councils, and the Department of Housing and Urban Development.

When requested, LMHA will provide special assistance, to the fullest extent possible, to MBE, WBE, and DBE firms, by providing instruction on the preparation of bids, MBE, WBE, and DBE policy, and any other requirements related to LMHA's MBE, WBE, and DBE program, in connection with activities including but not necessarily limited to:

1. Architectural, Engineering, and similar Professional Services contracts;
2. Construction and Maintenance contracts;
3. Purchase Contracts; and,
4. Bank Deposits.

MBE, WBE, or DBE firms, and others, seeking assistance in these areas should first contact:

1. Tri-State Minority Supplier Development Council, 600 West Main Street, Louisville, KY 40202.
Contact: (502) 625-0159
2. Kentucky Cabinet for Economic Development, Department of Existing Business & Industry, Minority Business Division, 2201 Capital Plaza Tower, Frankfort, KY 40601.
Contact: (502) 564-2064
3. Louisville and Jefferson County Human Relations Commission, 410 West Chestnut Street, Suite 300A, Louisville, KY 40202.
Contact: (502) 574-3631

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| <p>NOTE: The following forms on pages 15-23 shall be completely filled out and submitted with the bid.</p> |
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SCHEDULE OF MBE, WBE, AND DBE PARTICIPATION

(Name of Bidder)

For each MBE, WBE, or DBE firm proposed to participate in this project, **list the firm's name, business address, category of work, percentage of total bid to be performed by the firm, and the firm's Federal Tax ID number in the space provided below. Use additional sheets if necessary.**

The combined total of MBE participation proposed is _____ % of the total bid amount.
The combined total of WBE participation proposed is _____ % of the total bid amount.
The combined total of DBE participation proposed is _____ % of the total bid amount.

In addition to completion of this form, a Bidder who has met the MBE, WBE, and DBE goals must submit a copy of the signed sub-bid from each MBE, WBE, and DBE subcontractor listed with its bid.

The bidder, if successful, agrees to enter into a formal contract with each of the above referenced firms, in the amounts indicated, provided those firms are acceptable to the Louisville Metro Housing Authority.

NOTE: With respect to all MBD, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBD, WBE or DBE firms.

Signature/Title: _____ Date: _____

NOTE: Failure to complete and submit THIS form or comply with directions therein is ground for bid rejection.

MBE, WBE AND DBE WAIVER REQUEST INFORMATION SHEET

Contractor's Name: _____

Business Address, City, State and Zip Code:

Telephone Number: _____

Contract Person: _____

Project Name and Proposal Number:

WAIVER REQUESTED FOR: (fill in as needed for any that apply)

MBE: _____ **WBE:** _____ **DBE:** _____
% Requested: _____ **% Requested:** _____ **% Requested:** _____

NOTE: The “MBE, WBE and/or DBE waiver percentages” requested, when added with the “MBE, WBE and/ or DBE percentages” proposed on Page 15, must add up to the percentage needed for each category (MBE is 25%; WBE is 10%; and DBE is 0.5%).

STEPS TAKEN TO MEET GOALS: (must choose one for respond for each “step”:

PROVIDE EVIDENCE FOR EACH STEP TAKEN.

| | | YES | NO |
|---|---|------------|-----------|
| 1 | Provide written notice to potential bidders | | |
| 2 | Allowed sufficient time to respond | | |
| 3 | Follow-up written notification to potential bidders | | |
| 4 | Contacting MBE, WBE, and DBE Agencies | | |
| 5 | Selecting portions of work to be performed by MBE, WBE and DBE | | |
| 6 | Advertising in general circulation media | | |
| 7 | Marking efforts to meet and negotiate with potential MBE, WBE and DBE bidders | | |

PROVIDE A WRITTEN NARRATIVE OF THE “GOOD FAITH EFFORTS” TAKEN AND RESULTS: (Use Additional Sheets if Necessary):

NOTE: With respect to all MBE, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBE, WBE or DBE firms.

Signature/Title: _____ **Date:** _____

SUMMARY LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required to be submitted with each bidder's proposal, in accordance with the requirements of Section C of this solicitation. All subcontractors are subject to the approval of LMHA. **PROPOSED SUBCONTRACTORS AND SUBCONTRACT AMOUNTS SHALL NOT BE CHANGED, NOR SHALL ANY ADDITIONAL SUBCONTRACTORS BE EMPLOYED, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LOUISVILLE METRO HOUSING AUTHORITY.**

| <u>NAME OF SUBCONTRACTOR</u> | <u>CATEGORY OF WORK</u> | <u>\$ Amount</u> |
|------------------------------|-------------------------|------------------|
| 1. _____ | | |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| 5. _____ | | |
| 6. _____ | | |

(Employer ID numbers must be provided upon request)
Use Additional Sheets If Necessary

**THIS FORM MUST BE COMPLETED AND SUBMITTED
WITH THE OFFICIAL BID PACKAGE.**

NOTE: WITHIN TWO WEEKS OF CONTRACT EXECUTION, THE GENERAL CONTRACTOR SHALL SUBMIT, FOR THIS CONTRACT, COPIES OF ALL SUBCONTRACTOR CONTRACTS OR WRITTEN AGREEMENTS TO THE LOUISVILLE METRO HOUSING AUTHORITY

NOTE: If third tier subcontracts are intended, the information on the following page must be provided for each proposed subcontractor.

NOTE: With respect to all MBE, WBE and DBE firms, whether proposed or otherwise, Bidder [or Contractor] hereby certifies that it and its fiduciaries and affiliates (i) have engaged in a fair and impartial manner with all such firms; (ii) have not utilized any such firms to obtain any unfair advantage; (iii) have made no negligent or fraudulent representations or misrepresentations to or about such firms; (iv) and there exist no side deals or undisclosed contracts or agreements that would otherwise frustrate the purpose of contracting with any MBE, WBE or DBE firms.

Signature/Title: _____ Date: _____

NON-MBE, WBE, DBE SUBCONTRACTOR/SUPPLIER FORM

**ONE FORM FOR EVERY PROPOSED NON-MBE, WBE, AND DBE
SUBCONTRACTOR/SUPPLIER MUST BE COMPLETED AND SUBMITTED WITH
THE OFFICIAL BID PACKAGE.**

In addition to conforming to all other requirements of the Invitation to Bid, to be considered responsive, a Bidder must submit this form, fully completed, for every non-minority business enterprise subcontractor/supplier proposed.

Company Name, Address, Telephone Number, and Point of Contact:

Dollar Value of Proposed Subcontract/Purchase Order:

\$ _____

Description of Proposed Services and/or Materials:

The penalty for making false statements in offers (10 year imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

NOTE: Failure to complete and submit THIS form or comply with directions therein is ground for bid rejection.

EMPLOYMENT DEMOGRAPHICS

This form to be completed and submitted by the prime contractor and every proposed subcontractor. Failure to complete and submit this form is grounds for rejection.

Company Name: _____

Contractor

Subcontractor

| 1 Last Name | 2 First Name | 3 Job Title | 4 Date Hired | 5 Description of Work | 6 Race | 7 Sec 3 |
|-------------------|--------------------|----------------|--------------------|-----------------------------|-----------|------------|
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Certified By: _____
(Authorized Officer's Signature)

Date: _____

In witness whereof, I hereunto set my hand and official seal:

(Notary's Signature)

(Notary's Printed Name)

My commission expires _____.

**AFFIX
NOTARY'S
SEAL**

See the following page for instructions for completing this form.

The penalty for making false statements in offers (10 years imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

Instructions for Completing EMPLOYMENT DEMOGRAPHICS Form

1. **Duty to Submit Form** -- Every bidder shall complete the *Employment Demographics* form (hereafter, the Form). Every bidder shall ensure that each of its sub-bidders also completes the Form. The Bidder shall submit fully executed Forms for itself and each sub-bidder, with its bid, in the package labeled "Supplemental Bid Information."
2. **Space Constraints/Additional Forms** -- If the space provided on a single Form is insufficient to list every employee (see definition below) of the bidder or sub-bidder completing the Form (hereafter, the Entity), such Entity shall use additional Forms. Said Entity shall, however, ensure that each separate Form is dated, signed, and notarized. Each Official Bid Package contains one (1) blank copy of the Form. From that, the Bidder shall make as many copies as needed to ensure compliance with the preceding requirements.
3. **Completing the Form** -- The Form is divided into seven numbered columns. Write the appropriate name and check the appropriate box at the top of the Form, then complete each column as follows:

Columns 1 and 2 -- Identify, by name, each and every employee, officer, principal, and agent of the Entity. Identify every such person (hereafter, the employee), whether or not intended to perform work under or related to this Contract. Be careful to list each employee by last name first. List only proper, legal names, do not list nicknames. Do not list names of persons the Entity employs as independent contractors. If the employee routinely works less than 37 and 1/2 hours per week, write the letter "P" in the left margin adjacent to the employee's name.

Column 3 -- State the employee's job title (e.g., secretary, laborer, carpenter, CEO). Use the job titles the Entity actually, routinely uses to describe the employee.

Column 4 -- State the date upon which the Entity hired the employee. If the employee has left the Entity's employ in the past and returned to work for the Entity again, state the most recent date of hire.

Column 5 -- Describe the nature of the work the employee routinely performs for the Entity. For example, if the employee's job title is "Laborer," the employee's work may be described as "performs unskilled physical labor." Or, a "Secretary" might be described as doing "filing, typing, etc." Use additional lines if necessary, to provide a clear description of an employee's duties.

Column 6 -- State the employee's race. Use the racial classifications provided in page 2, Section M. Use the number 1 for Caucasian. If you write "other" or a similar classification in Column 6, attach a signed statement explaining in detail exactly what is meant by such description. Attach a separate signed statement for each employee so described, tailoring each such statement to the employee to whom it refers.

Column 7 -- State if the employee is certified as a Section 3 Workers (as per II, A, 1.(g)) with "S" or Targeted Section 3 Workers (as per II, A, 1.(j)) with "T" or leave blank if there is no Section 3 certification. Documentation of Section 3 status must be provided upon request.

4. Each Form shall be signed and dated by an authorized officer of the Entity and shall be notarized.

AGREEMENT TO NOTIFY LMHA OF JOB OPENINGS

(This form to be completed and submitted by prime contractor and all subcontractors.)

By my signature below, _____ (hereafter “the Company”), agrees to the
(Company’s Name)
following conditions:

1. The Company shall, if awarded the contract for which this Bid is offered, give LMHA notice of any and all job openings that may arise at the Company during the course of that contract.
2. Such notice shall be in writing and mailed, first class, to LMHA via the U.S. Postal Service within two business days after such opening arises. The notice shall describe the minimum qualifications and requirements of the job, the nature of the work, the expected pay rate or range, the place and manner of submitting applications, the name, address and telephone number of the person to contact to obtain an application or additional information, and the date by which applications must be submitted.
3. LMHA will notify its residents of such job openings and encourage qualified residents to submit applications for employment.
4. The Company will, if it receives an application from a qualified LMHA resident, give that application and applicant the same opportunity and consideration for the job as would be given any other, similarly qualified applicant and, if such applicant is the most qualified applicant and there is no bar to employing the applicant, the Company will hire the applicant for the job if it hires anyone for the job.

Date: _____

By: _____
(Authorized Officer’s Signature)

In witness whereof, I hereunto set my hand and official seal:

(Notary’s Signature)

(Notary’s printed name)

My commission expires _____.

**AFFIX
NOTARY’S
SEAL**

**STATEMENT OF INTENT TO PERFORM AS A
MINORITY BUSINESS ENTERPRISE CONTRACTOR/SUBCONTRACTOR**

(Separate form required for each MBE, WBE, and DBE prime or sub-bidder)

Name of Prime Bidder: _____

Name of MBE firm completing this form: _____

The undersigned wishes to perform work in connection with the above referenced project as:

Individual Corporation Partnership Joint Venture

The undersigned hereby confirms its status as a Minority Business Enterprise as defined by LMHA and that **a copy of the certification from the agency specified in Section C of this solicitation, or other evidence, is attached hereto.**

The undersigned intends to perform the following work in connection with this project (specify, in detail, the work to be performed):

Bid amount to be entered by sub-contractor \$ _____

The undersigned MBE projects its start and completion dates for the work as follows:

Project Start: _____ Project Completion: _____

BY: _____
(Signature of MBE's Principal) (Name and Title)

THIS FORM MUST BE COMPLETED, and included in this *Supplemental Bid Information* package, by each and every MBE contractor or subcontractor proposed to participate in this project.

The penalty for making false statements in offers (10 years imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

AFFIDAVIT OF MINORITY BUSINESS ENTERPRISE
(Separate form required for each MBE, WBE, and DBE proposed)

State of _____ County of _____

I hereby declare and affirm that _____ is a Minority
(Bidder's printed company name)

Business Enterprise (MBE), as defined by LMHA in the bid solicitation and that I am an officer of the above referenced MBE firm, and that I am authorized to provide information required by LMHA to support that firm's representation that it is a Minority Business Enterprise.

I do solemnly declare and affirm, under the penalties of perjury, that the foregoing is true and correct, and that I am authorized, on behalf of the above-named firm, to make this affidavit.

(Signature of Affiant)

(Printed name and title of Affiant)

STATE OF KENTUCKY, COUNTY OF JEFFERSON, CITY OF LOUISVILLE

On this _____ day of _____, 20____,

_____, the undersigned officer, personally appeared before me,
(Printed name of Affiant)

known to me to be the person described in the foregoing Affidavit, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

(Notary's Signature)

(Notary's printed name)

My commission expires _____.

**AFFIX
NOTARY'S
SEAL**

THIS FORM MUST BE COMPLETED, and included in this *Supplemental Bid Information* package, by each and every minority contractor or subcontractor proposed to participate in this project.

The penalty for making false statements in offers (10 years imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

LEGITIMACY OF JOINT VENTURE

(Separate form required for each joint venture)

Majority Party's Name, Address, Phone, and Principal's Name:

Minority Party's Name, Address, Phone, and Principal's Name:

Portion of work to be performed by Majority Party: _____ % \$ _____
Portion of work to be performed by Minority Party: _____ % \$ _____

(Provide additional details on following page if applicable.)

"The undersigned do hereby declare and affirm, under the penalties of perjury, that the foregoing statements are true and correct and that **all material information necessary to identify and explain the terms and operation of the joint venture, and the intended participation by each joint venture, in this undertaking, is attached hereto.** Further, the undersigned agree to provide LMHA current, complete, and accurate information regarding the actual joint venture work, payments and any proposed changes in the above-stated arrangements, and to permit audits and/or examinations of books, records, and files of the joint ventures by authorized representatives of LMHA. The undersigned recognize and acknowledge that the statements herein are given under oath and any material misrepresentation will be grounds for terminating any contract that may be awarded the undersigned for this project."

BY: _____
(Signature of Majority Party's Principal)

Date: _____

BY: _____
(Signature of Minority Party's Principal)

Date: _____

Which, if any, of the parties to this venture are MBE firms? _____

THIS FORM MUST BE COMPLETED, and included in this *Supplemental Bid Information* package, by every joint venture proposed to participate in this project (ATTACH the Joint Venture Agreement and Letters of Incorporation).

The penalty for making false statements in offers (10 years imprisonment and/or \$10,000 fine) is prescribed in 18 U.S.C. 1001.

DETAILS OF JOINT VENTURE AGREEMENT
(Separate form required for each joint venture)

The **Majority** Party normally employs _____ tradespersons and performs work in the following trades:
_____.

The **Minority** Party normally employs _____ tradepersons and performs work in the following trades:
_____.

Indicate all work to be performed under this contract by the parties to this joint venture and the dollar value of each item (on a per-party basis):

| <u>Description of Work Item</u> | <u>Party Performed By</u> | <u>\$ Value</u> |
|---------------------------------|---------------------------|-----------------|
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Total Dollar Value: \$ _____

(Attach additional pages if needed.)

| |
|--|
| IF THE BID INVOLVES A JOINT VENTURE OR JOINT VENTURES, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE OFFICIAL BID PACKAGE. |
|--|

II. SECTION 3 PROGRAM REGULATORY REQUIREMENTS (In accordance with 24 CFR 75)

A. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u - Section 3) is to ensure that employment and other economic opportunities shall be to the greatest extent feasible and directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.

1. Definitions of specific terms are as follows:

- a) *1937 Act* means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.
- b) *Contractor* means any entity entering into a contract with:
 - A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
 - A subrecipient for work in connection with a Section 3 project.
- c) *Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.
- d) *Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act, which is a person who's annualized income is at or below \$43,050 as determined per HUD FY 2021 Income Limits Documentation for Louisville Metro Area.
- e) *Professional services* mean non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services
- f) *Section 3 Business Concern* means:
 - (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons; or

- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

g) *Section 3 Worker* means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

h) *Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

i) *Subcontractor*: Any entity (other than a person who is an employee of the Contractor) that has a contract with the Contractor to undertake a portion of the Contractor's obligation for the performance of work.

j) *Targeted Section 3 Worker* means a Section 3 Worker who is:

- (1) A worker employed by a Section 3 Business Concern; or
 - (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of Louisville Metro Housing Authority or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.
 - k) *YouthBuild* refers to programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).
2. Requirements for Contractors and Subcontractors are as follows:
- a) Employment and training.
 - (1) Consistent with existing Federal, state, and local laws and regulations, contractors, and subcontractors, must make their best efforts to provide employment and training opportunities generated by this project to Section 3 Workers.
 - (2) Contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:
 - (i) To residents of the public housing projects for which the public housing financial assistance is expended;
 - (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
 - (iii) To participants in YouthBuild programs; and
 - (iv) To low- and very low-income persons residing within the Louisville Metropolitan Area.
 - b) Contracting.
 - (1) Consistent with existing Federal, state, and local laws and regulations, Contractors, and subcontractors, must make their best efforts to award contracts and subcontracts to business

concerns that provide economic opportunities to Section 3 workers.

- (2) Contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:
 - (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
 - (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
 - (iii) To YouthBuild programs; and
 - (iv) To Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the Louisville Metropolitan Area.

3. Contractor's Safe Harbor:

- a) General. LMHA and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they:
 - (1) Certify that they have followed the prioritization of effort listed in Section 2 a (2) and 2 b (2); and
 - (2) Meet or exceed the Section 3 benchmarks as described in paragraph (b) of this section.
- b) Benchmarks for the project are as follows:
 - (1) Twenty-five (25) percent of the labor hours performed on this project shall be by Section 3 Workers as defined in Section 1 (g). The ratio to determine Section 3 Worker labor hours is the number of labor hours worked by Section 3 Workers divided by the total number of labor hours worked by all workers on the project.

| |
|--|
| $\frac{\text{Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\%$ |
|--|

- (2) Five (5) percent of the labor hours performed on this project shall be by Targeted Section 3 Workers as defined in Section 1 (j). The ratio to determine Targeted Section 3 Worker labor hours is the number of labor hours worked by Targeted Section 3 Workers divided by the total number of labor hours worked by all workers on the project.

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

- (3) The Contractor and subcontractors will exclude Professional Services as defined in Section 1 (e), from the total number of labor hours performed on the project.
- (4) Contractors and subcontractors may report on the labor hours based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems.

c) Reporting of Labor Hours:

- (1) Contractors and subcontractors must report to Louisville Metro Housing Authority:
- (i) The total number of labor hours worked;
 - (ii) The total number of labor hours worked by Section 3 Workers; and
 - (iii) The total number of labor hours worked by Targeted Section 3 Workers.
- (2) It is the Bidder's inherent responsibility to determine employees are Section 3 Workers (as per II A 1 (g)) and Targeted Section 3 Workers (as per II A 1 (j)) and must provide documentation upon request.
- (3) Section 3 workers' and Targeted Section 3 Workers' labor hours may be counted for five years from when their status as a Section 3 Worker or Targeted Section 3 Worker is established.
- (4) Contractors and subcontractors shall submit Labor Hours weekly. Labor Hours may be submitted via certified payroll forms so long as Employees are clearly designated as Non-Section 3 Worker, Section 3 Worker or Targeted Section 3 Worker

- B. **Employment Demographics Reporting Requirements** -- The Contractor and each subcontractor shall complete and submit "Employment Demographics" forms once every month, or more frequently if LMHA so chooses, during the course of the contract.

In completing the forms, the Contractor and each subcontractor shall clearly identify persons newly employed since the last form was submitted (hereafter "New Hires"). The Contractor or subcontractor shall provide the address and telephone number of each New Hire, and shall state whether each New Hire is a Section 3 Worker or Targeted Section Worker. The Contractor shall collect the forms and deliver them to LMHA by the seventh calendar day of each such month. LMHA will provide the Contractor with proper, blank forms at the pre-construction conference, from which the Contractor shall make and distribute copies for its own use and its subcontractors' use. The Contractor's failure to submit a monthly Employment Demographics form, or that of any subcontractor, is ground for termination, for default, of the Contractor's right to proceed with the work.

- C. **Notice of Job Openings** -- The Contractor shall notify LMHA of any and all job openings that arise in the Contractor's company during the course of the Contract. Such notice shall be in writing and mailed, first class, to LMHA via the U.S. Postal Service within two business days after such opening arises. The notice shall describe the minimum qualifications and requirements of the job, the nature of the work, the expected pay rate or range, the place and manner of submitting applications, the name, address and telephone number of the person to contact to obtain an application or additional information, and the date by which applications must be submitted. LMHA will notify its residents of such job openings and encourage qualified residents to submit applications for employment. The Contractor shall, if it receives an application from a qualified LMHA resident, give that application and applicant the same opportunity and consideration for the job as would be given any other, similarly qualified applicant and, if such applicant is the most qualified applicant and there is no bar to employing the applicant, the Contractor shall hire the applicant for the job if it hires anyone for the job. The Contractor's right to proceed with the work may be terminated, for default, upon failure to perform this obligation.

END OF SECTION M

SECTION 012000 - PROJECT MEETINGS

PRE-CONSTRUCTION CONFERENCE

Contractor shall be present and accompanied by his project coordinator, job superintendent and all major subcontractors including testing agencies.

PROGRESS MEETINGS

Contractor, including superintendent, subcontractors, material men and vendors whose presence is necessary or requested must attend meetings when called by the Owner or his representatives for purpose of discussing execution of work.

Meetings will be held at a time and place designated by the Owner or his representative.

Decisions, instructions and interpretations given by the Owner or his representative at these meetings, shall be binding and conclusive on the Contractor.

Proceedings of these meetings will be recorded, and Contractor will be furnished one copy for his use. Contractor shall distribute copies to the various subcontractors, material men and vendors involved.

PRE-INSTALLATION MEETINGS

Contractor, subcontractors, material men and vendors whose presence is necessary or requested must attend the meetings for the purpose of discussing execution of work.

Decisions, instructions and interpretations given by the Owner or his representative at these meetings, shall be binding and conclusive on the Contractor.

Proceedings of these meetings will be recorded and Contractor will be furnished one copy for his use. Contractor shall distribute copies to the various subcontractors, material men and vendors involved.

The following pre-installation meetings shall be held prior to start of work, whether noted in the individual specification sections, or not.

1. Demolition
2. Site Work
3. Wood framing
4. Insulation
5. Flashing
6. Siding
7. Miscellaneous blocking
8. Plumbing
9. Electric
10. HVAC
11. Yards and Grasses

CONTRACT PROGRESS SCHEDULE

Contractor shall be required to complete and submit to the Owner a Contract Progress Schedule within 10 days after Notice to Proceed. This schedule will be required to be reviewed and approved prior to submission of first application for payment.

END OF SECTION 012000

SECTION 013300 – SUBMITTAL PROCEDURES

CONSTRUCTION SCHEDULES

See General Conditions.

PROGRESS REPORTS

Keep progress reports on a daily basis to cover each facet of work. Keep these reports on file at field office and make available for the PHA or his representative's review upon request.

SCHEDULE OF VALUES

Submit schedule of values as required by General Conditions.

PROJECT RECORD DOCUMENTS

Submit project record documents as required by Project Closeout Section.

OTHER SUBMITTALS

Submit all other information required by Contract Documents.

SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Submit shop drawings and samples for all items called for in the specifications.
 - a. Submit electronic (email) copy of shop drawing to Architect.
 - b. Submit (3) hard copies of each color sample, unless otherwise specified.
 - c. Electronic (email) copy of the shop drawing and brochure bearing "final action" stamp of the Architect will be returned to the Contractor.
 - d. One printed hardcopy of each drawing and one sample bearing "final action" stamp of the Architect shall be kept at project office and shall be maintained in good condition.
 - e. No shop drawing or sample shall be submitted directly to the Architect from a manufacturer, jobber or subcontractor.
 2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 4. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the Work, and if the Work would be expedited if processing time could be reduced.

- a. Allow fourteen (14) working days for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals. The Architect will advise the Contractor promptly when it is determined that a submittal being process must be delayed for coordination.
 - b. Allow fourteen (14) working days for color selections to be made. Color selections will only be made after ALL materials have been “reviewed” with “no exceptions”.
 - c. If an intermediate submittal is necessary, process the same as the initial submittal.
 - d. Allow seven (7) working days for reprocessing each submittal.
 - e. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
 - f. The Contractor shall pay the Architect a review fee of \$300.00 per shop drawing sheet and a review fee of \$30.00 per page (letter and legal size) for third and subsequent resubmittals of shop drawings, product data and samples.
 - g. Copies of the Contract Documents SHALL NOT be used for submittals.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- 1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor’s review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Data.
 - c. Name and address of the Consultant.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - 3. Provide a space on the label for the Contractor review and approval markings, and a space for the Architect’s “Action” marking.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Consultant using a transmittal form. The Consultant will not accept submittals received from sources other than the Contractor and will be returned to sender “without action”.
- 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor’s certification that information complies with Contract Document requirements.
- D. In checking shop drawings and samples, the Architect shall not be required to check dimensions, quantities, electrical characteristics, specific capacities or coordination with other trades, these being Contractor’s responsibility.

1. Contractor shall attest, either in writing or by stamp or signature that all shop drawings and samples submitted for approval have been checked for compliance with Contract Documents prior to submission to the Architect; otherwise, they will be returned **REJECTED**.
 2. If sample warranties of items requiring warranties are not included in submittals they will be returned **REJECTED**.
 3. Incomplete submittals will be returned **REJECTED**.
- E. Stamp on returned shop drawing and samples shall be interpreted as follows:
- No Exceptions Taken: No corrections, proceed with work.
- Revise and Resubmit: Items unacceptable as submitted, make corrections and resubmit.
- Note Markings: Items marked up shall not be fabricated or furnished without incorporation of marks and notes.
- Rejected: Item is rejected as not in accordance with contract requirements, or for other justified cause. Submission shall be revised and resubmitted. No item shall be fabricated or furnished under this stamp.
- Comments attached: As noted.

CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 15 days after the date established for "Commencement of the Work".
1. Provide a separate time bar for each significant abatement, demolition or construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Consultant's procedures necessary for certification of Substantial Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.

- C. Area Separations: Provide a separate time bar to identify each major construction area involved in the work. Indicate where each element in an area must be sequenced or integrated with other activities.
- D. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of work performed as of the dates used for preparation of payment requests.
- E. Distribution: Following response to the initial submittal, print and distribute copies to the Consultant, PHA, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
 - 1. When revisions are made, distribute to the same parties and post in the same location. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- F. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.
 - 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
 - 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of the subcontractor.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

CODES, STANDARDS AND INDUSTRY SPECIFICATIONS

Material or operations specified by reference to published specifications of a manufacturer, testing agency, society, association or other published standards shall comply with requirements in latest revisions thereof and amendments or supplements thereto in effect on date of Contract Award.

Discrepancies between referenced codes, standards, specifications and Contract Documents shall be brought to the attention of the Architect for interpretation.

Material or work specified by reference to conform to a standard, code, law or regulation shall be governed by Contract Documents when they exceed requirements of such references; referenced standards shall govern when they exceed Contract Documents.

Proof of Compliance

Whenever Contract Documents require that a product be in accordance with Federal Specification, ASTM designation, ANSI specification or other association standard, at the Architect's request, Contractor shall present an affidavit from manufacturer certifying that product complies therewith. Where requested or specified, submit supporting test data to substantiate. Provide documentation that products comply with the Buy American requirements of the American Reinvestment and Recovery Act.

MANUFACTURER'S DIRECTIONS

Utilize manufactured articles, materials and equipment as directed by manufacturers unless herein specified to contrary. Discrepancy between an installation required by Contract Documents, and manufacturer's instructions and recommendations shall be resolved by the Architect before work may proceed.

LINES AND MEASUREMENTS

Be responsible for properly laying out work and for lines and measurements for the work executed under Contract Documents. Verify figures indicated on Drawings before laying out work and report errors or inaccuracies in writing to the Architect before commencing work. The Architect or their representative will in no case assume responsibility for laying out work.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Not required.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities **WILL NOT** be permitted.
- C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- D. Parking: parking areas for construction personnel are limited.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Also, keep path of emergency vehicle access clear at all times. When loading / unloading in an egress path, the offending driver of the delivery / pick-up vehicle must remain with the vehicle.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

END OF SECTION 015000

SECTION 016000 - PRODUCTS

RELATED DOCUMENTS

General provisions of Contract, General and Supplementary Conditions and General Requirements apply to this Section.

TRANSPORTATION

Materials, products and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling. More detailed requirements for transportation and handling are specified under technical sections.

STORAGE AND PROTECTION

Store and protect materials delivered at site from damage. Do not use damaged material on work.

IDENTIFYING MARKINGS

All fire rating labels and product certifications are to remain intact on the material.

MEASUREMENTS

All Contractors furnishing materials and equipment for this contract shall obtain exact dimensions at site.

Scale and figure dimensions on Drawings indicate correct size under ideal conditions and shall not under any circumstances be so construed as to relieve Contractor from responsibility of taking measurements at site and furnishing materials and equipment of correct size.

PRODUCT APPROVAL STANDARDS

Term "product" shall include material, equipment, assembly methods, manufacturer, brand, trade name or other description.

MANUFACTURERS

Wherever manufacturers and products are listed in Contract Documents they shall establish required quality. Products, which are equal in quality, suited to same use and are capable of performing same function, as those names will be acceptable. Burden of proof of equal quality or service shall be on Contractor.

Proof of inequality is not implied by Specifications and is not a burden of the Owner. His duty shall be to properly weigh proven facts of equality in fairness to all parties involved. Inclusion of a certain make or type of material or equipment in Contractor's bid or estimate shall not obligate Owner to accept such material or equipment if it does not meet requirements of Contract Documents. The Owner will advise Contractor of acceptance and approval thereof and of action to be taken.

If an item of material or equipment, or manufacturer, is specifically specified to have no approved equal, it shall be provided and no substitution will be entertained or allowed unless otherwise determined by the Owner.

APPROVAL OF NON-SPECIFIED PRODUCTS PRIOR TO BID DATE:

Inclusion of products other than those specified DOES NOT REQUIRE PRIOR APPROVAL. Manufacturers listed in the specifications are used to establish a level of quality. Other

manufacturers may be acceptable provided the product complies with the Construction Documents. Burden of proof shall be the bidder's responsibility.

SUBSTITUTIONS

Substitutions Prior to Bid

Not Permitted.

Substitutions after Award of Contract

Substitution of products will be considered only under one of the following conditions:

When specified product is not available, a proposed substitution will not be considered unless proof is submitted within two weeks after contract is signed that firm orders were placed within ten (10) days after contract signing or unavailability is due to a strike, lockout, and bankruptcy, discontinuance of manufacturer of a product or natural disasters.

When a guarantee of performance is required, and in judgment of Contractor, specified product or process will not produce desired results.

Make request for such substitutions in writing to within ten days of date that Contractor ascertains he cannot obtain product specified or that performance cannot be guaranteed.

Procedure Respecting Substitutions after Award of Contract

Should Contractor wish to substitute some product other than one previously approved, he shall request permission, in writing, from the Architect, giving the following information in his letter of request:

Name and manufacturer of product specified.

Name and manufacturer of product he wishes to substitute.

Complete descriptive and specification data and illustrations and samples of product he wishes to substitute and reasons for substitutions.

In consideration of proposed substitutions, Contractor shall supply the Architect with all information, which may be requested.

The Architect will approve or disapprove proposed substitution in writing and their decision will be final if within provisions of contract documents.

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Cutting and patching.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
 - 1. Prior commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
 - a. Contractor's superintendent.
 - b. Trade supervisor responsible for cutting operations.
 - c. Trade supervisor(s) responsible for patching of each type of substrate.
 - d. Subcontractors' supervisors, to the extent each trade is affecting by cutting and patching operations.
 - 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least [10] days prior to the time cutting and patching will be performed. Include the following information:
1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 4. Dates: Indicate when cutting and patching will be performed.
 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

1.6 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of construction indicated as existing is not guaranteed. Before beginning, investigate and verify the existence and location of construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, etc., for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

3. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a watertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris on a daily basis.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work. (On a daily basis)
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Final Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 1. Recycling nonhazardous demolition waste.
 2. Disposing of nonhazardous demolition waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction waste from landfills and incinerators.
- B. Contractor shall develop and adhere to a construction waste management plan that recycles or salvages at least fifty percent (50%) of non-hazardous construction and demolition debris.
- C. Facilitate recycling and materials, including the following:
 1. Construction Waste: (As Applicable)
 - Concrete.
 - Concrete reinforcing steel.
 - Brick.
 - Wood studs.
 - Wood joists.
 - Plywood and oriented strand board.

- Wood trim.
- Structural and miscellaneous steel.
- Rough hardware.
- Roofing.
- Insulation.
- Doors and frames.
- Door hardware.
- Windows.
- Glazing.
- Gypsum board.
- Carpet.
- Carpet pad.
- Equipment.
- Cabinets.
- Plumbing fixtures.
- Piping.
- Supports and hangers.
- Mechanical equipment.
- Electrical conduit.
- Copper wiring.
- Lighting fixtures.
- Lamps.
- Ballasts.
- Electrical devices.
- Switchgear and panelboards.

2. Construction Waste:

- a. Packaging: Regardless of recycle goal indicated in paragraph above, recycle 100 percent of the following uncontaminated packaging materials:

- 1) Paper.
- 2) Cardboard.
- 3) Boxes.
- 4) Plastic sheet and film.
- 5) Polystyrene packaging.
- 6) Wood crates.
- 7) Plastic pails.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan not less than 10 days after the Preconstruction Meeting.

1.6 INFORMATIONAL SUBMITTALS

- A. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- B. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference to review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan. Plan shall consist of waste identification, waste reduction work plan. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be recycled, or disposed of in landfill or incinerator
 - 1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Review plan procedures and locations established for recycling, and disposal.

- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

3.2 RECYCLING WASTE, GENERAL

- A. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove ALL waste off Owner's property and transport to recycling receiver or processor.

3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 – CLOSEOUT PROCEDURES

RELATED DOCUMENTS

General provisions of the Contract, and General and Supplementary Conditions and General Requirements apply to this Section.

This Section shall be governed by alternates insofar as they affect this work.

CLEANING UP

Keep site free of combustible materials.

Do not dump debris, waste and excess earth on other property without prior permission of property owner.

Burning of waste materials on site will not be permitted.

Upon completion of work, remove temporary buildings and structures, fences, scaffolding, surplus materials, equipment and rubbish of every kind from site of work.

DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

Prior to final payment and before issuance of a final certificate of payment in accordance with provisions of General Conditions, file the following papers with the Owner.

Warranties:

Three (3) copies of warranty required by General Conditions and other extended warranties stated in technical specification sections shall be bound and submitted in a 3-ring binder.

Release of Waiver of Liens:

Provide Release of Waiver of Liens for each subcontractor, trade and vendor.

Project Record Documents:

As work progresses, keep a complete and accurate record of all changes or deviations from Contract Documents including all addenda items. Changes shall be neatly and correctly indicated on respective portion of affected document, using blackline or blueline prints of Drawings affected or Project Manual with appropriate supplementary notes. This record set Drawings and Project Manual shall be kept at job site for inspection by Architect, Owner or their representatives.

The record drawings shall not be used as a construction set.

All Addenda, Architect's Supplemental Instructions, Field Orders and Change Orders issued for this project shall be included in the Record Drawings.

Records above shall be arranged in order in accordance with various sections of specifications and properly indexed. At completion of work, certify by endorsement thereof that each of revised prints of Drawings and Project Manual is complete and accurate. Prior to application for final payment, and as a condition to its approval by Owner, deliver Record Documents, arranged in proper order, indexed and endorsed as herein before specified. Provide suitable transfer cases

and deliver records therein, indexed and marked for each division of work for the following:

A full set of shop drawings bearing the Architect's stamp

Contract Drawings

Project Manual (specifications) - Highlight or otherwise note each specific product used in this project, for each section of project manual.

Change Order drawings and field changes – place on back of previous drawing sheet in record drawings.

No review or receipt of such records by Owner shall be a waiver of any deviation from Contract Documents or shop drawings or in any way relieve Contractor from his responsibility to perform work in accordance with Contract Documents and shop drawings to extent they are in accordance with Contract Documents.

Certificate of Final Completion

Provide Release of Surety, as required by General Conditions

Operating and maintenance manuals to include the following information:

1. Each Contractor shall compile product data related to the maintenance and operation of products and equipment provided under the Contract. Provide O & M information for products specified in schedules and specific work sections of the Project Manual.

Prepare a typewritten table of contents for each volume, arranged in project manual order. Include for each product, the name, address and telephone number of subcontractor, maintenance contractor and parts vendor.

Supplement product data with drawings to clearly illustrate the relationship of component parts and control and flow diagrams.

Include a copy of each warranty, bond and service agreement.

2. Submit 3 copies of each manual.
3. For Materials and Finishes: Provide full information on products, including catalog number, size, composition, color and texture designations and information for reordering special-manufactured products.

Provide manufacturer's recommendations for cleaning agents/methods and recommended cleaning and maintenance schedules.

4. For Equipment and Systems: Provide operating characteristics and limiting conditions, performance curves, engineering data and tests.

Include operating procedures, start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown and emergency instructions; summer and winter operating instructions, maintenance procedures; servicing and lubrication schedules.

Provide manufacturer's operating and maintenance instructions; sequence of operation by control manufacturer, manufacturer's parts list, illustrations, assembly drawings and diagrams for maintenance, predicted life expectancy of parts subject to wear, recommended spare parts.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

1.2 MATERIALS OWNERSHIP

- ##### A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.3 PREINSTALLATION MEETINGS

- ##### A. Predemolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

- ##### A. Engineering Survey: Submit engineering survey of condition of building.
- ##### B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- ##### C. Schedule of selective demolition activities with starting and ending dates for each activity.
- ##### D. Predemolition photographs or video.
- ##### E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.5 CLOSEOUT SUBMITTALS

- ##### A. Inventory of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

- ##### A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

- ##### A. Owner will occupy buildings immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is expected that hazardous materials will be encountered in the Work.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least (24) hours after flame-cutting operations.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable,

protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 CLEANING

- A. Remove demolition waste materials from Project site [and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction. And recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

**SECTION 02 82 11
ASBESTOS ABATEMENT**

PART 1: GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor, materials, services, insurance, appliances, permits, patents, decontamination facilities, and equipment in accordance with the most stringent requirements of EPA, OSHA, these specifications, and all other applicable regulatory agencies to complete asbestos abatement and disposal associated with the Dosker Manor (BUILDINGS A, B, C) Fire Alarm Replacement project (SITE) in Louisville, Jefferson County, Kentucky.
- B. Per applicable local, state, and federal regulations, full and/or partial enclosure methods of removal shall be employed, as deemed suitable by the consultant, to ensure safe abatement of the asbestos containing materials. These methods are described herein.
- C. Removal of the following listed asbestos containing materials prior to the scheduled renovation that will disturb said asbestos containing materials. No asbestos containing materials are to remain in the scheduled work areas if they are subject to disturbance. Asbestos Containing Materials that will not be disturbed in any way may remain in place.

ASBESTOS CONTAINING MATERIALS

| ITEM | MATERIAL / CLASSIFICATION | LOCATION / APPROXIMATE QUANTITY* |
|------|---|--|
| 1 | Vinyl Floor Tile and Mastic Category I non-friable All sizes and colors | Located throughout Dosker Manor Buildings A, B, and C |

**All quantities of materials to be abated are approximate and must be field verified by the abatement contractor*

- D. The designated locations of asbestos containing materials removal will be further defined during the site walk(s). The Contractor shall be responsible for verifying all quantities of asbestos containing materials and locations of removal of the defined asbestos containing materials by performing a thorough site inspection prior to commencing work, including the obtaining of permits. The Owner and its representatives will not be held responsible for additional work caused by the Contractor not performing a thorough site inspection.
- E. This specification is not intended to describe nor illustrate the material, labor and equipment necessary to perform the work. These documents represent the Owner's and Owner's Representative's best estimate of the quantity of the defined ACMs to be removed during this project. It is the responsibility of the Contractor to determine the precise linear footage and square footage of the defined ACM for bidding purposes. No extra compensation will be allowed for differences between the best estimate and actual quantities of material to be removed. Additionally, the inspection report and this specification are considered complete, and the collection of additional samples of materials not included within the original report (if any) will be completed by the owner's representative. The collection of samples for the purposes of demonstrating materials previously analyzed and demonstrated or assumed to be positive as non-asbestos containing is prohibited.

- F. Bidders shall inform themselves of the conditions under which the work is to be performed at the work-site and all obstacles which may be encountered during the work. Bidders shall also inform themselves of all other relevant matters concerning the work to be performed, and, the bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which the bidder might have fully informed themselves, but failed to do so prior to bidding.
- G. Work in all Areas shall be accomplished with workmen wearing respiratory protection that will ensure a fiber level of less than one fiber per 100 cubic centimeters of air inside the mask. Decontamination chambers will be required. Sealing off spaces with plastic and curtained doorways, airlocks, etc., will be required in work areas. Additionally, due to the age of the structure, lead-based paints are known to exist on the subject property in the work areas. The Contractor must perform all abatement and subsequent demolition activities in accordance with applicable local, state, and federal regulations including, but not limited to, OSHA regulations. (OSHA lead construction standard 29 CFR 1926.62).
- H. Clearance and area air samples will be conducted by the Owner's representative as further discussed within this specification. This does not alleviate the contractor from performing all applicable OSHA personnel monitoring. All sampling results conducted by the Contractor must be provided to the Owner and the Owner's Consultant at frequent intervals throughout the project (no more than 72 hours after occurrence of sampling activities) as required by OSHA and any other applicable regulations.
- I. The Owner's Consultant reserves the right to discontinue the method of removal should just reason be shown through air testing or visual inspection that the Contractor's performance of these procedures is unsafe.

1.02 COORDINATION

- A. It is the Contractor's responsibility to ensure that the asbestos abatement work, described within this section, is completed prior to the performance of any other work of this contract that would otherwise disturb or potentially disturb asbestos containing materials or contaminated surfaces.
- B. The Contractor will be required to coordinate with the Owner, Owner's Consultant and other on-site contractors with regard to project related details including, but not limited to, safety issues, scheduling, timing, site access, and priority of abatement activities.
- C. The Contractor shall notify the landfill in advance of dumping to allow an area to be set aside for the wastes. The Contractor shall provide to the Owner's Consultant certification that the landfill is an approved asbestos waste depository.
- D. The Contractor shall meet or exceed all requirements required by federal, state, and local law and regulations. The contractor shall submit to the Owner's Consultant proof of possession of a current Kentucky asbestos license, in good standing, to perform asbestos related work issued by state regulatory agencies.
- E. The Contractor must receive written "Notice to proceed" for abatement from the Owner and the Owner's Consultant. This notice will be provided at the Pre-abatement conference if all matters are in order.

1.03 DEFINITIONS

Aggressive method - means removal or disturbance of building material by sanding, abrading, grinding or other method that breaks, crumbles, or disintegrates intact ACM.

Air Monitoring Professional – Contractor selected representative not affiliated with abatement firm who will perform third party air monitoring and document project related activities.

Amended water - means water to which surfactant (wetting agent) has been added to increase the ability of the liquid to penetrate ACM.

Asbestos - includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered. For purposes of this standard, "asbestos" includes PACM, as defined below.

Asbestos-containing material (ACM) - means any material containing more than one percent asbestos.

Assistant Secretary - the Assistant Secretary of Labor for Occupational Safety and Health, U.S. Department of Labor, or designee.

Authorized person - any person authorized by the employer and required by work duties to be present in regulated areas.

Building/facility owner - is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building and/or facility in which activities covered by this standard take place.

Certified Industrial Hygienist (CIH) – one who is certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.

Class I asbestos work - activities involving the removal of TSI and surfacing ACM and PACM.

Class II asbestos work - activities involving the removal of ACM, which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work - repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.

Class IV asbestos work - maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.

Clean room - an uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment.

Closely resemble - the major workplace conditions, which have contributed to the levels of historic asbestos exposure, are no more protective than conditions of the current workplace.

Competent person - in addition to the definition in 29 CFR 1926.32 (f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR part 763) for supervisor, or its equivalent and, for Class III and Class IV work, who is trained in a manner consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92 (a)(2).

Contractor – for the purposes of this document means the firm that will be performing asbestos abatement activities

Critical barrier - one or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.

Decontamination area - an enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.

Demolition - the wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.

Director - the Director, National Institute for Occupational Safety and Health, U.S. Department of Health and Human Services, or designee.

Disturbance - activities that disrupt the matrix of ACM or PACM, crumble or pulverize ACM or PACM, or generate visible debris from ACM or PACM. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained in one glove bag or waste bag which shall not exceed 60 inches in length and width.

Employee exposure - exposure to airborne asbestos that would occur if the employee were not using respiratory protective equipment.

Equipment room (change room) - a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

Fiber - a particulate form of asbestos, 5 micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

Glovebag - not more than a 60x 60-inch impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.

High-efficiency particulate air (HEPA) filter - a filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.

Homogeneous area - an area of surfacing material or thermal system insulation that is uniform in color and texture.

Industrial hygienist - a professional qualified by education, training, and experience to anticipate, recognize, evaluate and develop controls for occupational health hazards.

Intact - ACM has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix.

LF - linear feet of thermal system insulation or other ACM

Micron – unit of measure equal to one millionth of a meter (1 meter = 39.37 inches)

Modification - a changed or altered procedure, material or component of a control system, which replaces a procedure, material or component of a required system. Omitting a procedure or component, or reducing or diminishing the stringency or strength of a material or component of the control system is not a "modification" for purposes of this section.

Negative Initial Exposure Assessment - a demonstration by the employer, which complies with the criteria in paragraph 29 CFR 1926.1101(f)(2)(iii), that employee exposure during an operation is expected to be consistently below the PELs.

NESHAP - National Emissions Standards for Hazardous Air Pollutants

NIOSH - National Institute for Occupational Safety and Health

OSHA - Occupational Safety and Health Administration

Permissible exposure limits (PELS):

(1) *Time-weighted average limit (TWA)*. The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an eight (8) hour time-weighted average (TWA), as determined by the method prescribed in 29 CFR 1926.1101 Appendix A, or by an equivalent method.

(2) *Excursion limit*. The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes, as determined by the method prescribed in Appendix A to this section, or by an equivalent method.

PACM - "presumed asbestos containing material".

Presumed Asbestos Containing Material - thermal system insulation and surfacing material found in buildings constructed no later than 1980.

Project Designer - a person who has successfully completed the training requirements for an abatement project designer established by 40 U.S.C. 763.90(g).

Regulated area - an area established by the employer to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit.

Removal - all operations where ACM and/or PACM is taken out or stripped from structures or substrates, and includes demolition operations.

Renovation - the modifying of any existing structure, or portion thereof.

Repair - overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM or PACM attached to structures or substrates.

SF - Square feet, which are units of measure for area

Standard For Air Clearance - 0.01 fibers per cubic centimeter of air (f/cc) for asbestos under an a aggressive environment

Surfacing material - material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).

Surfacing ACM - surfacing material, which contains more than 1% asbestos.

Thermal system insulation (TSI) - ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain.

Thermal system insulation ACM - is thermal system insulation, which contains more than 1% asbestos.

USEPA - United States Environmental Protection Agency

WSR- Waste Shipment Records

Work Areas - Areas where asbestos containing or contaminated materials are scheduled for removal

1.04 DISPOSAL SITES

- A. The asbestos materials and associated debris removed must be disposed of at an asbestos approved sanitary landfill. The Contractor selected for the work must make appropriate arrangements for disposal based on the notification requirements listed in subparagraph 1.07. The Contractor must also submit to the Owner and Owner's Consultant documentation stating the location of the disposed ACM in the landfill (degrees and minutes or sketch).
- B. The hazardous materials removed must be segregated, characterized, removed and properly disposed of in accordance with all applicable local, state, and federal regulations. The demolition contractor must be trained to segregate, characterize, handle, transport, and dispose of the materials. Since limited amounts of lead-based paint are known to be present on the subject property, the contractor must conduct all onsite activities in compliance with the OSHA lead construction standard 29 CFR 1926.62. The Contractor must also submit to the Owner and the Owner's Consultant documentation of proper disposal including waste manifests and shipment documents of hazardous materials listed within Section 1.01.

1.05 QUALITY ASSURANCE and ABATEMENT CONTRACTOR RESPONSIBILITY

- A. All asbestos removal and related work shall be accomplished by a Contractor specializing in, and having a record of, not less than two years successful experience in asbestos removal and related work. The Contractor's superintendent shall have not less than one year of full-time experience in responsible charge of asbestos removal operations within the 24-month period preceding the start of this project. The training of the superintendent and all workers shall be in compliance with current local (Louisville, Jefferson County, Kentucky), state (Kentucky Division for Air Quality), and federal (EPA/OSHA) regulations. The Abatement Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations related to any and all aspects of the abatement project. The contractor is responsible for providing and maintaining training and personal protective equipment as required by applicable Federal, state and local regulations. The Abatement Contractor shall hold the LMHA harmless for any failure of the Contractor to comply with any applicable abatement work, transporting, disposal, safety, health and environmental regulation /requirement on the part of himself, his employees, or his subcontractors. In the event of non/friable asbestos disturbance, the Abatement Contractor will incur all costs of the Consultant's Industrial Hygienist (IH) and Certified Industrial Hygienist (CIH), including all corrective abatement, sampling /analytical, and disposal costs to assure compliance with OSHA/EPA/State requirements.
- B. Additionally, the Contractor must be acceptable to the Louisville Metro Air Pollution Control District (LMAPCD) as a qualified contractor in good standing.

1.06 REGULATORY REQUIREMENTS

- A. All work shall be in strict compliance with the current issues of federal, state and local regulations, codes and standards including, but not limited to:
1. Asbestos/Lead Regulations:
 - a. LMAPCD asbestos regulations;
 - b. U.S. Environmental Protection Agency (EPA) Regulations for Asbestos (Code of Federal Regulations Title 40, Part 61, Sub-Part M);
 - c. U.S. EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP);
 - d. Title 40, Code of Federal Regulations, Part 763, Asbestos;
 - e. U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Asbestos Regulations (Code of Federal Regulations Title 29, Part 1926, Section 1926.1101);

- f. Title 29, Code of Federal Regulations, Section 1910.1001. OSHA, U.S. Department of Labor;
- g. Title 29 CFR 1926 - Construction Standard Requirements - Demolition Work;
- h. Title 29 CFR 1910.38(a);(b) - Emergency Action Plan;
- i. Title 29 CFR 1910.132 - Personal Protective Equipment;
- j. Title 29 CFR 1910.20 - Access to Employee Exposure and Medical Records;
- k. Title 29 CFR 1910.1200 - Hazard Communication;
- l. Title 29 CFR 1910.151 - Medical and First Aid;
- m. Title 29, Code of Federal Regulations, Section 1910.134. OSHA Respiratory Protection Standards;
- n. Section 6, Toxic Substance Control Act (TSCA);
- o. Title 29, Section 1910.1000, Occupational Safety and Health Standards;
- p. Title 29, Section 1910.120, Hazardous Waste Operations and Emergency Response;
- q. American National Standard Institute (ANSI) Publications: Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust Systems;
- r. ANSI Publications: Z88.2-80 Practices for Respiratory Protection;
- s. Hazard Communication - Title 29, Part 1910, Section 1200 of the Code of Federal Regulations;
- t. Title 29, Code of Federal Regulations Section 1926.59, Construction Industry Standard for Hazard Communication;
- u. Title 40 CFR 61 Subpart A and M (Revised Subpart B) - National Emission Standard for Hazardous Air Pollutants – Asbestos;
- v. Title 40 CFR 763 - Asbestos Hazard Emergency Response Act (AHERA) and Asbestos School Hazard Abatement Reauthorization Act (ASHARA);
- w. Specifications for Accident Prevention Signs and Tags - Title 29, Part 1910, Section 145 of the Code of Federal Regulations;

- x. U.S. Department of Transportation (DOT), included, but not limited to: Hazardous Substance - Title 49, Part 171 and 172 of the Codes of Federal Regulations;
 - y. All attachments, memorandums and information sheets submitted by Federal, State and Local agencies; and
 - z. All State, County, and City codes and ordinances as applicable. Provide one copy of EPA, OSHA, State, and City Regulations governing the work available for review at the site.
2. Asbestos Guidance Documents:
- a. Asbestos-Containing Materials in School Buildings: A Guidance Document, Part 1. Office of Toxic Substances, U.S. EPA, Washington, D.C. 1979;
 - b. Asbestos-Containing Materials in School Buildings: A Guidance Document, Part 2. Office of Toxic Substances, U.S. EPA, Washington, D.C. 1979;
 - c. Guidance for Controlling Friable Asbestos-Containing Materials in Buildings: Washington, D.C. Office of Pesticides and Toxic Substances, U.S. EPA. 1983;
 - d. Guidance for Controlling Asbestos-Containing Materials in Buildings: Washington, D.C. Office of Pesticides and Toxic Substances, U.S. EPA. 1985;
 - e. Measuring Airborne Asbestos Following an Abatement Action: Washington, D. C., Office of Pesticides and Toxic Substances, U.S. EPA. 1985;
 - f. Asbestos Waste Management/Guidance: Generation, Transport, and Disposal: Washington, D.C., Office of Solid Waste, U.S. EPA. 1985;
 - g. Notification of Regulated Waste Activity. Office of Solid Waste (OS-312), Washington, D.C., U.S. EPA. 1990;
 - h. ANSI - American National Standards Institute, ANSI Z 9.2, Fundamentals Governing the Design and Operation of Local Exhaust Systems; and
 - i. NEC - National Electric Code. Any Work involving electrical equipment in a facility shall be performed in strict accordance with the National Electric Code.

1.07 SUBMITTALS

- A. Meeting and Site walkover

1. At the time of notice to proceed, the Owner and Owner's Consultant will schedule a meeting at the subject property to discuss the project and allow the selected contractor to conduct a site walk over for the purposes of the pending asbestos abatement.
2. As materials are exposed and subsequently sampled, the Owner's Consultant will supply the LMAPCD with appropriate documentation and laboratory results to identify and quantify ACM to be abated within the structure and other suspect materials indicating non-ACM results. It remains the responsibility of the Contractor to verify all quantities and locations for removal by performing a thorough site inspection prior to commencing work, including the obtaining of permits. The Owner and its representatives will not be held responsible for additional work caused by the Contractor not performing a thorough site inspection.

B. Documents

The selected contractor will supply the following documentation not fewer than ten (10) business days prior to commencement of work to the Owner for the Owner's Consultant's review:

1. Copies of documentation, permits, site location, completed and signed landfill letter (subparagraph 1.14) and arrangements for transport and disposal of asbestos containing or contaminated materials. Submit certification that proposed landfill site to be used meets all appropriate regulatory requirements.
2. A copy of the employers Emergency Action Plan including, but not limited to, emergency planning for consideration of asbestos exposure, fire, explosion, hazardous atmospheres, electrical hazards, slips/trips and falls, confined spaces, and heat stress illness, as needed. Written procedures for response to anticipated emergency situations shall be developed. Emergency procedures shall be in written form and prominently posted. All personnel must be trained prior to entering regulated areas in these procedures and sign that they understand the emergency procedures.
3. The Abatement Contractor shall apply for and have on-site all required permits and licenses to perform abatement work as required by Federal, State, and Local regulations.
4. Written description, sketch or combination thereof, of the plans for construction of a worker and barrier/equipment decontamination enclosure system and for isolation of the work areas in compliance with the Contract Documents and all applicable regulations.
5. Project specific asbestos abatement work procedures or practices to be utilized (Contractor's Work Plan).

6. Contractor's proof of experience with projects of this scope of work. A listing of asbestos abatement supervisory personnel (including foremen) and their experience, qualifications and training.
7. Individually signed and Notarized "Certificates of Workers Acknowledgment Forms" (subparagraph 1.13) for all workers intended for this project.
8. Individual documentation of the most recent respirator fit test (within previous six months) for each type of respiratory protection for each worker intended for this project. Physician's documentation that the worker is medically capable of wearing a respirator must also be submitted.
9. Product data and Safety Data Sheets (SDS) for any equipment or materials to be used.
10. Manufacturer's specifications for air cleaning, vacuum equipment, and air handling equipment, as well as any special tools or safety equipment to be utilized on this Project.
11. Medical exams, worker release forms, asbestos training certification forms, and respirator training documentation of all employees performing asbestos abatement on the Project. As new employees are considered for work at the project site, submit the above for those employees prior (minimum of two working days prior) to entry at the project.
12. A copy of all required Asbestos Contractor and Contractor personnel licenses required by the Louisville Metro Air Pollution Control District, and the Kentucky Division for Air Quality.
13. Certificates of Insurance showing evidence of Workers' Compensation, Liability Insurance, and Asbestos Liability Insurance coverage.
14. Descriptions of any asbestos hazard abatement activities conducted that have been prematurely terminated, including the circumstances surrounding the termination.
15. Descriptions of any asbestos hazard abatement activities conducted that have been prematurely terminated, including the circumstances surrounding the termination.
16. A list of any contractual penalties that the Contractor has paid for breach of or noncompliance with Contract Specifications for asbestos hazard abatement activities, such as overruns of completion time or liquidated damages.
17. Identification of any citations levied against the Contractor by any Federal, State, or local government agencies for violations related to asbestos hazard abatement, including the name or location of the project, the date(s), and how the allegations were resolved.

18. A description, in detail, of all legal proceedings, lawsuits, or claims that have been filed or levied against the Contractor or any of the Contractor's past or present employees for asbestos-related activities, and how the allegations were resolved.

NOTE: If any or all of Submittals 14 through 18 do not apply, the Contractor shall provide a written statement expressing the same.

19. Provide estimated schedule for complete abatement activities. Provide breakdown by work area, including, at a minimum, the number of man-hours anticipated, number of days, and any assumptions.
20. Provide a total cost estimate for completion of abatement activities. Please provide breakdown by work area and include unit rates for contingency purposes.

C. Pre-Job Commencement Activities and Post Contract Award

1. Submit written notice of impending commencement of removal of ACM work at least twenty (20) business days prior to project commencement to:

Louisville Metro Air Pollution Control District
701 West Ormsby Ave. #303
Louisville, Kentucky 40203

Comply with the applicable notice procedures set forth in EPA 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants; Appendix A to Subpart M of Part 61 – Interpretive Rule Governing Roof Removal Operations; Asbestos NESHAP Revision. Provide to the Owner and Owner's Consultant one copy of the notifications along with a Certified Mail Receipt (or equivalent) indicating the delivery of Notification to aforementioned agencies.

2. Upon receipt and review of LMAPCD Permit, provide copies to Owner and Owner's Consultant.
3. Conduct an additional pre-abatement meeting with Owner and Owner's Consultant to review LMAPCD Permit and project scope-of-work prior to commencement.

D. Post-Job Submittals

The selected contractor will supply the following documentation, during the project and/or following completion of the work, to the Owner and the Owner's Consultant's for review:

1. Asbestos waste log showing date, type of container removed from work area, signature of recorder, time of day, waste shipment records (WSRs), and a sketch or written description of the location of the waste material in the landfill.
2. Hazardous materials waste log showing date, type of container removed from work area, signature of recorder, time of day, waste shipment records

(WSRs), and a sketch or written description of the location of the waste materials in the landfill and/or documentation showing proof of recycling.

3. A copy of the asbestos materials abatement Sign In/Out Log showing the following: date, name, last four digits of social security number, entering and leaving time, company or agency represented and reason for entry for all persons entering the controlled areas.
4. An alphabetical listing of asbestos abatement employees used on the Project and exact dates on which each employee was present in asbestos abatement work areas.
5. A copy of asbestos abatement area and employee air monitoring results relative to this section and to OSHA respiratory protection level compliance. This must be provided within one (1) working day following onsite monitoring to the Owner's Consultant.
6. Static pressure (monometer) readings collected throughout the project. This must be provided on a weekly basis to the Owner's Consultant.
7. The Contractor is responsible for submitting the Post-Job Submittal items to the Owner's Consultant within thirty days of project completion.

1.08 DELIVERY AND STORAGE

- A. Coordinate with Owner and the Owner's Consultant to identify size of storage area required and location on site.
- B. Deliver materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name. SDS shall be required for all materials brought on site by the Contractor.
- C. Store material subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
- D. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated with asbestos in accordance with applicable regulatory standards.

1.09 GENERAL PROTECTION OF PERSONS

- A. Prior to commencement of work all workers shall be instructed and shall be knowledgeable in appropriate procedures of personnel protection during asbestos materials removal.
- B. Contractor shall be solely responsible for enforcing worker protection requirements.
- C. Contractor shall provide workers with personally issued and marked respiratory equipment approved by NIOSH and meeting specifications of OSHA. This respiratory equipment shall be suitable for the asbestos exposure level in the work

areas according to OSHA Standard 29 CFR 1926.1101. Provide disposable HEPA filters as required, with sufficient filters for replacement.

- E. Contractor shall provide workers, the Owner, the Owner's Consultant and authorized visitors with sets of protective disposable clothing, head covers, gloves, eye protection and foot covers of sizes to properly fit individual workers and visitors whenever they are required to enter the work area. Provide a minimum of four sets per day for visitors and sufficient sets as required for workers and the Owner's Consultant. Eye protection, full body harness and lanyard, steel toe safety shoes and hard hats shall be provided as required by applicable safety regulations. Non-disposable protective clothing and footwear shall be left in the contaminated equipment room until the end of the abatement work, at which time such items shall be properly disposed.
- F. In addition, due to the age of the structure, it is possible that painted surfaces contain lead-based paints. The Contractor must perform all abatement and subsequent demolition activities in accordance with applicable local, state, and federal regulations including OSHA regulations. (OSHA lead construction standard 29 CFR 1926.62)
- G. Reporting Unusual Events: When an event of unusual and significant nature occurs at the site, prepare and submit a special report listing chain of events, persons participating, response and similar pertinent information. When such events are known or predictable in advance, advise the Owner's Consultant in advance, at the earliest possible date.
- H. Reporting Accidents: Prepare and submit reports of significant accidents at site and anywhere else work is in progress. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained.
- I. Post telephone numbers and locations of emergency services including, but not limited to, fire, ambulance and police at the entrance to the decontamination unit.

1.10 SIGN IN/OUT LOG

- A. Contractor shall maintain a sign in/out log in the immediate vicinity of the change room of any decontamination area. Log shall be maintained from the time the first activity is performed involving the disturbance of asbestos containing materials until acceptance of the final air test results and removal of the enclosure. All persons entering the controlled area, including the Contractor's workers, Air Monitoring Professional, Owner and Government Officials shall be required to sign in and out each time upon entering and leaving the work area. All persons shall indicate name, time, company or agency represented and reason for entering the containment area.
- B. Except for Governmental Inspectors having jurisdiction, no visitors shall be allowed in any controlled area, except as authorized by the Owner or Owner's Consultant.

1.11 SAFETY PROTECTION and OSHA COMPLIANCE

- A. The Contractor warrants that he is familiar with the codes and requirements applicable to asbestos materials abatement work and demolition activities and shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the specifications or plans are at variance therewith, he shall give written notice to the Owner via the Owner's Consultant describing such variance. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without written notice to the Owner/Owner's Consultant, he shall bear all costs arising there from.

The Contractor's particular attention is directed to the "Safety and Health Regulations for Construction" and subsequent amendments promulgated by the Department of Labor identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR), Part 1926 and the necessity of complying with the regulations in the progress of his work. Failure or omission on the part of the Owner, Owner's Consultant or any of their representatives either to discover or to bring to the attention of the Contractor shall not be used as defense for failure on his part to fulfill such requirements.

- B. The Contractor shall have a job superintendent present at all times work of this contract is in progress.
1. Superintendent shall be thoroughly familiar and experienced with asbestos removal and related work and shall be familiar with and enforce the use of all safety procedures guidelines. Proof of superintendent's qualifications shall be available upon request.
 - a. Proof of this instruction shall also be provided to the Owner and Consultant prior to the pre-abatement conference.
 2. In addition to the superintendent, Contractor shall furnish one or more foreman (a minimum of one foreman per work area being abated at any one time) who are familiar and experienced with asbestos removal and its related work, safety procedures, and equipment. Foreman shall have a minimum of AHERA accredited supervisory training in the removal of asbestos from a recognized school or university, and applicable certification from the Kentucky Division for Air Quality.
 - a. Proof of foreman's experience shall be provided to the Owner and Consultant prior to the pre-abatement conference.
 3. It shall be required that the superintendent and/or one or more foreman be inside each work area at all times work is in progress and that either of them be outside the work area at all times or available to authorize persons outside the work area.
 4. All workers shall be duly certified and/or accredited according to Kentucky Department for Air Quality Regulations. No workers will be allowed on the job site without prior verification by the Consultant of these accreditations/certifications.

1.12 SPECIFIC PROTECTION OF WORKERS

A. Exposure assessments and monitoring

1. General Monitoring Criteria:

- a. All exposure and personnel monitoring is the responsibility of the Contractor.
- b. Appropriate and required monitoring associated with the removal of hazardous materials is the responsibility of the Contractor.
- c. The Contractor who has a workplace or work operation where exposure monitoring is required under this section shall perform monitoring to determine accurately the airborne concentrations of asbestos to which workers may be exposed.
- d. Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each worker.
- e. Representative 8-hour TWA worker exposure shall be determined on the basis of one or more samples representing full-shift exposure for workers in each work area. Representative 30-minute short-term worker exposures shall be determined on the basis of one or more samples representing 30 minute exposures associated with operations that are most likely to produce exposures above the excursion limit for workers in each work area.
- f. The Owner shall employ an independent air monitoring consultant for outside work area air monitoring and clearance testing if deemed necessary.
- g. The use of an Owner furnished air monitoring consultant to conduct the specified clearance testing and ambient area monitoring does not relieve the Contractor of his responsibility for providing tests required by codes, regulations, and standards for the protection and safety of his employees and for any other purpose.
- h. Copies of all test results by the Contractor testing laboratory shall be provided to the Owner without cost. Contractor shall be provided, by the air monitoring consultant, copies of all air monitoring and clearance test results without cost.

2. Initial Exposure Assessment:

- a. The Contractor who has a workplace or work operation covered by this standard shall ensure that a "competent person" conducts an exposure assessment immediately before or at the initiation of the operation to ascertain expected exposures during that operation or workplace. The assessment must be completed in time to comply with requirements which are triggered by exposure data or the lack of a "negative exposure assessment," and to provide information necessary to assure

that all control systems planned are appropriate for that operation and will work properly.

- b. Basis of Initial Exposure Assessment: Unless a negative exposure assessment has been made, the initial exposure assessment shall, if feasible, be based on monitoring conducted pursuant to paragraph (c) of General Monitoring Criteria. The assessment shall take into consideration the monitoring results and all observations, information or calculations which indicate employee exposure to asbestos, including any previous monitoring conducted in the workplace, or of the operations of the employer which indicate the levels of airborne asbestos likely to be encountered on the job. For Class I asbestos work, until the Contractor conducts exposure monitoring and documents that workers on that job will not be exposed in excess of the PELs, or otherwise makes a negative exposure assessment, the worker shall presume that workers are exposed in excess of the TWA and excursion limit.

3. Negative Exposure Assessment

- a. 29 CFR 1926.1101 states for any one specific asbestos job which will be performed by workers who have been trained in compliance with the standard, the Contractor may demonstrate that worker exposures will be below the PELs by data which conform to the following criteria;
 - i. Objective data demonstrating that the product or material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the TWA and excursion limit under those work conditions having the greatest potential for releasing asbestos; or
 - ii. Where the Contractor has monitored prior asbestos jobs for the PEL and the excursion limit within 12 months of the current or projected job, the monitoring and analysis were performed in compliance with the asbestos standard in effect; and the data were obtained during work operations conducted under workplace conditions "closely resembling" the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations, the operations were conducted by employees whose training and experience are no more extensive than that of employees performing the current job, and these data show that under the conditions prevailing and which will prevail in the current workplace there is a high degree of certainty that worker exposures will not exceed the TWA and excursion limit; or
 - iii. The results of initial exposure monitoring of the current job made from breathing zone air samples that are

representative of the 8-hour TWA and 30-minute short-term exposures of each employee covering operations which are most likely during the performance of the entire asbestos job to result in exposures over the PELs.

B. The Contractor shall provide workers with approved respirators, as listed below. Non-disposable half-mask respirators with HEPA filters will be considered the minimum acceptable equipment for asbestos abatement and may only be used during controlled area preparation involving Class 1 (TSI or Surfacing) removal. Powered Air Purifying Respirators will be considered the minimum acceptable equipment during Class 1 ACM removal process, if Class 1 removal is being performed. The Contractor shall also provide a sufficient quantity of filters approved for asbestos work so that workers can change filters during the workday. Filters shall not be used any longer than one (1) work day or after they have been wetted in decontamination shower or until they become clogged by particles during work activities. The respirator filters may be stored at the job site but shall be totally protected from exposure to asbestos prior to their use.

| 1. Respirator Requirements: | <u>MAXIMUM ALLOWABLE FIBER CONCENTRATIONS</u> |
|--|---|
| - Half Mask with HEPA Cartridge | <0.5 f/cc |
| - Full Mask with HEPA Cartridge | <1.0 f/cc |
| - Powered Air Purifying Respirator (PAPR) with HEPA Cartridge | <2.5 f/cc |
| - Full Face Supplied Air Operating in Continuous Flow Mode | <10.0 f/cc |
| - Full Face Supplied Air Operating Positive Pressure Mode | <100.0 f/cc |
| - Full Face Supplied Air Operating in Positive Pressure Mode with Auxiliary Self-Contained Breathing Apparatus | >100.0 f/cc |

C. In all ACM Removal Areas

1. Workers shall always wear a respirator properly fitted on the face while in the removal areas. Workers wearing tight-fitting face pieces shall be clean-shaven to the extent that the hair does not interfere with the sealing surface of the respirator. This must be documented by a standard respirator fit test.
2. The Contractor shall instruct and train workers in proper respirator use.
3. Workers shall wear disposable, full-body cover-alls and disposable head covers and footwear suitable for asbestos work in the removal areas.
4. Workers shall not eat, drink, smoke, chew gum and/or apply cosmetics in the removal areas.
5. The Contractor shall provide a fit tested respirator and disposable cover-alls, head cover, and footwear to any official representative of the Owner or Owner's Consultant who inspects the project.

6. All persons entering the removal areas shall wear an approved respirator and disposable cover-alls, head cover and footwear.
7. The Contractor shall instruct and train workers in the nature of asbestos, and the hazards related to asbestos exposure during abatement work.
8. The Contractor shall set up a decontamination unit consisting of separate male and female change rooms, shower and equipment room, enclosed and separated by triple-flap polyethylene air locks, connected to the controlled areas. This shall be done in accordance with OSHA Regulations 29 CFR 1926.1101. All workers, without exception, shall:
 - a. Remove and properly store street clothes in the change room and put on new disposable cover-alls, head covers, footwear and cleaned respirators before entering the decontamination chamber entrance to the work area.
 - b. Remove gross contamination from clothing before leaving the work area. Remove the disposable cover-alls, head covers and footwear in the equipment room and dispose of them in an appropriate waste container. Still wearing their respirators, workers shall proceed naked to the shower and clean the respirator with soap and water while showering; remove their respirators while thoroughly showering with soap and tempered water. Wetted HEPA respirator cartridges shall be disposed of in appropriate containers. The inside of the respirator face piece should be washed and rinsed. Water from the shower shall be filtered with an acceptable asbestos filtering system prior to discharge to the sewer
 - c. Following showering and drying off, each worker and authorized visitor shall proceed directly to the clean change room and dress in clean clothes at the end of each day's work, or before eating or drinking.
 - d. This procedure shall be followed each time a worker enters or leaves the work area.
 - e. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. After the asbestos abatement process is completed, footwear shall be disposed of as contaminated waste or cleaned thoroughly inside and out with soap and water before being removed from the work area.
 - f. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos or contaminated material, and until final cleanup is completed and approved.
9. The Contractor shall set up an equipment decontamination unit consisting of a washroom, constituting an airlock, with a curtained doorway to a designated area of the work area and a curtained doorway to the holding

area. This area shall be the same as the equipment room in the worker decontamination enclosure system. The washroom wastewater shall be drained, collected, and filtered through a system with at least 5 to 10 micron particle size collection capability. **NOTE:** A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles. All expended filters shall be discarded as contaminated waste. Filtered water may be discharged to a sanitary or storm sewer drain. This shall be done in accordance with OSHA Regulations 29 CFR 1926.1101. All workers, without exception, shall:

- a. Remove waste containers from the equipment decontamination enclosure by entering the holding area from outside wearing a respirator and dressed in clean coveralls. Workers shall not use this system as a means to leave or enter the work area.
- b. Clean external surfaces of contaminated containers and equipment thoroughly by wet mopping, or using a HEPA-filtered vacuum before moving such items into the decontamination enclosure system washroom for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave work areas through the equipment decontamination enclosure system.

1.13 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT
NAME _____
DATE _____
PROJECT
ADDRESS _____
CONTRACTOR'S NAME _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF DISEASES. IF YOU SMOKE AND INHALE ASBESTOS FIBERS, THE CHANCE THAT YOU WILL DEVELOP AN ASBESTOS RELATED DISEASE IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You will be trained in safe work practices and in the use of the equipment found on the job. You will receive a medical examination. These things are to have been done at no cost to you. By signing this certificate, you are assuring the Owner that your employer has met these obligations to you.

RESPIRATOR PROTECTION: I have been trained in the proper use of respirators, and informed of the type respirator to be used on the above-referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped, at no cost, with the respirator to be used on the above project.

TRAINING COURSE: I have been trained in the dangers inherent in handling asbestos and breathing asbestos fibers and in proper work procedures, and personal and area protective measures. The topics covered in the course included the following:

- physical characteristics of asbestos
- health hazards associated with asbestos
- respiratory protection
- negative air systems
- work practices including hands-on or on-job training
- personal decontamination procedures
- air monitoring, personnel and area

MEDICAL EXAMINATION: I have had a medical examination within the past 12-months, which was paid for by employer. This examination included: health history, pulmonary function tests, and may have included an evaluation of chest X-ray. I have been notified of the results of my examination.

Signature _____
Printed Name _____
Social Security Number ***_** _____
Witness _____

1.14 LANDFILL LETTER

Date

[Name of Disposal Facility]

RE: [PROJECT NAME] ("Project Site")

Dear Sir/Madam:

In accordance with the requirements of the LMHA's environmental insurance policy, we must verify certain basic factual information concerning facilities to which wastes or other materials are delivered. Therefore, before material is delivered to [Name of Facility] (the "Facility"), we need to confirm the following:

1. The Facility has received and reviewed the following documents regarding characterization of the soil/waste at the [Project Name] to be delivered to the Facility.

[list documents here or attach copies of relevant data tables or laboratory results]

2. Based upon the documentation described in the above paragraph, the Facility will accept soil/waste for purposes of:

- _ Disposal
- _ Treatment
- _ Daily Cover
- _ Recycling
- _ Other (explain below)

3. The Facility is operating under valid permits, licenses, and other regulatory approvals which allow the Facility to lawfully accept the soil/waste for the purposes stated above.

4. The Facility is not insolvent or in bankruptcy.

5. The Facility is not subject to any action under CERCLA or a similar state action.

6. The Facility has never been listed and is not currently listed on the federal National Priorities List (NPL) or any state superfund list.

7. The Facility will promptly notify the LMHA in writing if any of circumstances 2 through 6 change during the time that soil/waste from project site is being delivered to the Facility. Such notification will be made to me at the above-referenced address via first class mail.

If statements 2 through 7 above are true and accurate, please acknowledge by signing and dating the Acknowledgment following my signature on this page and return to me in the stamped, self-addressed envelope. Again, we are unable to deliver any material to the Facility until such time as this acknowledgment is received, so please return it at your earliest convenience.

Very truly,

ACKNOWLEDGED AND AGREED:

Date

Name and Title

[Signature of a Corporate Officer or Manager of the Facility]

cc: Suzanne Arnzen, CMec
Project Manager, LMHA
Project Manager, Sherman Carter Barnhart

PART 2: PRODUCTS

2.01 MATERIAL

- A. 6-mil Polyethylene sheets in sizes to minimize the frequency of joints.
- B. Tape: Glass fiber or other type capable of sealing joints of adjacent plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions.
- C. Surfactant (Wetting Agent): Shall consist of materials, which are non-toxic and non-irritating to skin and eyes, and non carcinogenic. The wetting agent shall be 50-percent polyoxyethylene ester and 50-percent polyoxyethylene ether (AQUA-GRO), or equivalent, in a concentration of one (1) ounce in five (5) gallons of water.
- D. Sealant: For substrates other than structural steel, the following products have been accepted for use in asbestos removal areas:
 - 1. American Coating Corporation - Cable Coating No. 22P.
 - 2. Arpin Engineering, Inc. - Asbestite 2000.
 - 3. H. B. Fuller Co., Foster Products Division - Protektor 32-22.
 - 4. Matheson Chemical Corporation - Dust-Set Asbestos Encapsulant.
 - 5. National Cellulose Corporation - SK-13.
- E. Impermeable Containers: Air and water-tight, suitable to receive and retain any asbestos containing or contaminated materials until disposal at an approved site, and labeled in accordance with OSHA Regulation 29 CFR 1910.1001 and 29 CFR 1926.1101, as well as EPA regulation 40 CFR Part 61 (asbestos), 29 CFR 1910.145, and 49 CFR 171, 172, 173, 178 and 179. Two types of impermeable containers shall be used:
 - 1. Six mil plastic bags sized to fill within the drum.
 - 2. Metal or fiber drums with tightly fitting lids.
- F. Warning Labels and Signs: In conformance with OSHA regulation 29 CFR 1926.1101 (asbestos), DOT regulation 49 CFR 171, 172, 173, 178 and 179 Regulations for Labeling, Mailing and Transporting Hazardous Waste, EPA regulation 40 CFR 260, 261, 262, 263, 264 and 265 Hazardous Waste Regulations, and EPA regulation 40 CFR, Part 61, Subpart M.
- G. Other Materials: Provide all other materials, such as lumber, nails, and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the controlled area.

- H. Air Purifying Equipment: Equipped with HEPA filters for pulling fresh air from the building, through the decontamination chamber, into the containment area where asbestos fibers are becoming airborne during removal, through the HEPA filters where 99.97 percent of asbestos fibers greater than 0.3 microns in length are removed and exhausted to the atmosphere outside the building. No air movement system or air filtering equipment shall discharge unfiltered air outside the enclosure at any time. The equipment shall remain in operation twenty-four hours a day until decontamination of the work area and final air sampling and analysis is completed
- I. Scaffolding: Provide all scaffolding, ladders and/or staging, etc., as necessary to accomplish the work of this contract. Scaffolding may be suspension type; or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

PART 3: EXECUTION

3.01 WORK AREA DEFINITIONS

The following two (2) categories of Controlled Areas may exist during the execution of this contract. The categories and the asbestos containing materials that may be removed under each category are mandated by all applicable local, state, and federal regulations.

- A. Full Containment
- B. Partial Containment

3.02 WORK AREA PREPARATION

- A. In **ALL** Controlled Areas, the Contractor shall:
 - 1. Ensure that all ventilating systems or any other system bringing air into or out of the work area is disabled. Disable systems by disconnecting wires, removing circuit breakers, lockable switches or other positive means that will prevent accidental restarting of the equipment.
 - 2. Lockout power to circuits running through the work area whenever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation, "DANGER circuits being worked on." Lock panel and have all keys under control of Contractor's superintendent. If circuits cannot be shut down for any reason, label at intervals 4-feet 0-inches on center with tags reading, "DANGER live electric circuit. Electrocution Hazard." Label circuits that are in hidden locations but which may be affected by the work in a similar manner. Provide ground fault circuit interrupters (GFCI) receptacles for equipment used in the work areas.
 - 3. Isolate the controlled area to prevent entry by unauthorized personnel into the area by placing opaque polyethylene barriers at each entrance to the area and by providing warning signs at each locked door leading into the

work area. The signs shall be 1'-2" X 1'-8" in dimension, and shall read as follows:

LEGEND

DANGER

ASBESTOS

**CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA**

The graphic symbol for "No Admittance," which depicts a circled open hand, shall be attached near the "Danger" command on this sign.

4. Construct any and all necessary, temporary walls to completely isolate the area of asbestos disturbance.
 5. Critical Barriers: Seal all openings (doors, windows, vents, duct, floor drains, and other openings within the work area, etc.) **with two (2) independent** layers of 6-mil (minimum) polyethylene containment barrier to prevent leakage of air into the outside environment or other portions of the building.
 6. Pre-clean immovable objects, such as mechanical and electrical equipment within any proposed removal area, using HEPA vacuum equipment and/or wet cleaning methods as appropriate.
 7. Carefully dismantle any fan covers, grilles or other mechanical items necessary to remove or clean asbestos-containing or contaminated finishes. Place the removed items back in their appropriate locations after removal is completed unless otherwise instructed by the Air Monitoring Professional.
 8. Prior to placing plastic sheeting, clean the work area(s) using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust such as broom or standard vacuum sweeping.
 9. Seal off all openings to areas not receiving asbestos removal with plastic sheeting sealed with tape. Seal electrical panels with two layers of plastic prior to placement of wall plastic.
- B. In Full Containment areas, the Contractor shall prepare the area in accordance with the following procedures:
1. Cover the floor of the Work Area with a minimum of two (2) individual layers of clear polyethylene sheeting, each at least 6-mil in thickness with seams overlapping at least 12 inches and turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate

seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.

2. Cover all walls in the Work Area, including "Critical Barrier" sheet plastic barriers, with a minimum of two (2) layers of polyethylene sheeting, at least 6-mil in thickness with seams overlapping at least 12 inches and mechanically supported and sealed with duct tape. Tape all joints including the joints joining with the floor covering with duct or fiber tape. Install sheeting so that the layers can be removed independently.
3. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4-inch exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
4. The Contractor shall set up a decontamination facility connected to the work area that will consist of a change room, shower area and equipment area. This shall be done in accordance with OSHA Regulations 29 CFR 1926.1101. Water from the shower shall be filtered with an acceptable asbestos filtering system prior to discharge to the sewer
5. Provide sufficient HEPA air filtration units to maintain an airflow of at least four complete air changes per hour in the removal area and a static pressure of greater than or equal to 0.02 inches of water. All pressure differential manometer (or equivalent) readings shall be documented prior to removal of any ACM and continually throughout the duration of the removal. Collection of this data is the sole responsibility of the Contractor.
6. The Contractor shall establish emergency exits and procedures for the removal area, satisfactory to fire officials.
7. Ensure that barriers and plastic enclosures remain effectively sealed and taped. Inadvertent tears in plastic shall be repaired with fiber tape and the tear covered by plastic applied with spray adhesive, overlapping the tear by six inches on all sides.

C. In Partial Containment areas, the Contractor shall prepare the area in accordance with the following procedures:

1. Place a layer of 4-mil (minimum) polyethylene on all wall surfaces of the contained area, exposing only the asbestos-containing or contaminated materials. Wall polyethylene should extend to the floor level and be completely taped down with water resistant duct or fiber tape. Spray adhesive is recommended to assist hanging of wall plastic.
2. The Contractor shall set up a decontamination facility outside of the work area that will consist of a change room, shower area and equipment area. This shall be done in accordance with OSHA Regulations 29 CFR 1926.1101. Water from the shower shall be filtered with an acceptable asbestos filtering system prior to discharge to the sewer.

3. Provide sufficient HEPA air filtration units to maintain an airflow of at least four complete air changes per hour in the removal area, or a static pressure of greater than or equal to 0.02 inches of water. All pressure differential manometer (or equivalent) readings shall be documented prior to removal of any ACM and continually throughout the duration of the removal. Collection of the data is the sole responsibility of the Contractor.
4. The Contractor shall establish emergency exits and procedures for the removal area, satisfactory to fire officials.
5. Ensure that barriers and plastic enclosures remain effectively sealed and taped. Inadvertent tears in plastic shall be repaired with fiber tape and the tear covered by plastic applied with spray adhesive, overlapping the tear by six inches on all sides.

3.03 ASBESTOS REMOVAL

A. In Full Containment areas, the Contractor shall:

1. The Contractor shall provide the Air Monitoring Professional and Owner's Consultant with at least 24 hours prior notice to conduct an inspection of the work areas prior to removal activities.
2. Thoroughly wet asbestos-containing materials prior to removal to reduce fiber dispersal into the air. Accomplish wetting by using a fine spray (mist) of amended water or removal encapsulant. Mist the area sufficiently to wet the material without causing excessive dripping or breaking. Allow time for water or removal encapsulant to penetrate material thoroughly.
3. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions.
4. If applicable, perforate the outer covering of any material that has been painted and/or jacketed in order to allow penetration of amended water, or where necessary, carefully strip away the outer covering while simultaneously spraying amended water on the insulation, to minimize dispersal of asbestos fibers into the air.
5. Remove materials in a manner, which will minimize breakage. Materials should not be sanded or sawed.
6. Mist the entire work area during removal procedures with amended water to reduce airborne fiber levels.
7. Remove wetted asbestos-containing materials in small sections. Do not allow the ACM to dry out. Upon removal, immediately place the ACMs and associated debris into a 6-mil bag with asbestos "Danger" labels on the outside surface, and seal the bag opening with tape.

8. Evacuate air from disposal bags with HEPA filtered vacuum cleaner before sealing. Twist neck of bags, bend over (goose neck) and seal with minimum three wraps of duct tape.

B. In Partial Containment areas, the Contractor shall:

1. The Contractor shall provide the Air Monitoring Professional and the Owner's Consultant with at least 24 hours prior notice to conduct an inspection of the work areas prior to removal activities.
2. Utilize water delivered in a fine mist from a hose or garden sprayer during removal of the materials. The mist should cover the immediate removal areas and should not be excessive to a point where standing or ponding water is present.
3. Remove materials in a manner which will minimize breakage. Materials should not be sanded or sawed.
4. Mist the work area continuously with amended water to reduce airborne fiber levels.
5. Upon removal, immediately place the ACMs and associated debris into a 6-mil bag with asbestos "Danger" labels on the outside surface. Twist neck of bags, bend over (goose neck) and seal with minimum three wraps of duct tape. Do not allow the material to dry out.
6. Remove the mastic adhesive by mechanical devices or use of a non-toxic mastic remover.
7. After removal of the ACMs, surface shall be wet-cleaned and wire brushed to remove residual accumulated material. After wet-cleaning, surface shall appear free to visible material.

3.04 CLEAN-UP FOR CONTROLLED AREAS

- A. The asbestos containing materials shall be sealed in plastic bags or shall be wrapped in a minimum of two (2) polyethylene sheets (6-mil minimum). Initial bagging of waste shall be supplemented by a secondary containment, either by use of a second bag (6-mil minimum) or by use of a fiber or metal drum. If it appears likely that the waste material will tear the plastic, the bag must be placed into a drum for disposal. Bags and drums shall be marked with the OSHA label prescribed by the OSHA Regulations referenced in this section. The outside of all containers shall be cleaned before leaving the work area.
- B. The Contractor shall again provide the Owner's Consultant with at least 24 hours prior notice to conduct the inspection of the work areas after removal operations have been completed but prior to application of the lockdown sealant. The Air Monitoring Professional shall perform a visual inspection of the areas. Upon completion of the inspection, and subsequent approval, final air clearance shall be performed by the Air Monitoring Professional. When the Air Monitoring Professional is ready to conduct the final air clearance testing according to the

pre-established schedule, but is prevented from testing due to incompleteness of the work, all extra charges attributable to the delay shall be borne by the Contractor.

- C. Controlled areas and all other decontamination areas and cleaned areas shall be considered clean when air testing performed (following 24-hour waiting period) by the Air Monitoring Professional, and reviewed by the Owner's Consultant, shows .01 fibers per cubic centimeter (f/cc) or less of air (under an aggressive environment) using standard test methods of Phase Contrast Microscopy (PCM) for the asbestos. All air samples must comply with the above referenced standard of clearance.

Note: An aggressive environment is accomplished by the use of a leaf blower which will agitate the air. Airflow shall begin at floor level and shall extend to the ceiling at each corner of the area. This procedure shall continue for 30-minutes, at which time final air clearance sampling shall begin.

- D. Areas which do not comply with the standard of cleaning for final clearance on the first clearance test shall be completely re-cleaned. Upon approval by the Owner's Consultant, a second clearance air test shall be performed by the Owner's Consultant, using standard test methods of PCM. The Contractor shall reimburse the Owner for any additional clearance testing required beyond the first clearance test. This procedure shall continue until clearance levels are achieved.
- E. When the standards of cleaning are achieved and an inspection determines that the area has been visually decontaminated, the decontamination enclosure systems shall be removed, the area thoroughly wet cleaned (wet mopping and/or wiping), and materials from the equipment room and shower disposed of as contaminated waste. The remaining barriers between contaminated and clean areas and all seals on openings into the work area shall be removed and disposed of as contaminated waste.
- F. All plastic sheeting tape, cleaning material, clothing, and all other disposable material used in the asbestos removal operation or items used in the work area shall be packed into sealable plastic bags (6-mil minimum). These bags must be marked with the OSHA label prescribed by the OSHA Regulations.

3.05 FIELD QUALITY CONTROL

- A. The Owner's Consultant will perform pre-abatement, during abatement, and final clearance air monitoring throughout the duration of the project. The Contractor must perform necessary tests required by regulations or codes and standards for the protection of his workers, or other purpose. These tests include but are not limited to 8-hr and Excursion personal air monitoring during abatement activities. Prior to any work the Contractor shall also provide an Exposure Assessment to the Air Monitoring Professional. The Contractor's testing firm must be approved by the Owner's Consultant prior to any work.
- B. For the purposes of confirmation and quality control, the Contractor will supply the Owner's Consultant with representative, duplicate samples of not less than 10 percent of the total samples collected by the Owner's Consultant, under Chain-of-

Custody for testing. Testing conducted by the Owner's Consultant will be at Owner's expense. Owner's Consultant will report testing results to the Owner and the Contractor's Superintendent, along with recommendations, if necessary.

- C. Test results shall be reported in terms of f/cc for asbestos and collected in accordance with EPA, OSHA, and NIOSH-recommended sampling volumes for appropriate detection limits. All results must be posted at the job site no later than 24 hours from sample collection.
- D. Testing Laboratory shall perform all air testing according to the method prescribed by Section 1910.1001, 1926.1101 and 1926.62 of OSHA CFR Title 29 and analyzed in accordance with procedures outlined in NIOSH 7400 Method (PCM).
- E. The Owner reserves the right to perform its own air monitoring at any time during the project without notifying the Contractor.
- F. Air Sampling Schedule

During Work Activities, Per Shift

Minimum of 2 air sample inside the work areas

Minimum of 2 exterior air samples

Minimum of 1 HEPA exhaust sample

Blanks - 10% of total

Final Clearance (PCM)

Minimum of 5 samples per work area

Blanks - 10% of total

NOTE: All locations of air tests are subject to review and change by the Air Monitoring Professional.

3.06 SCHEDULE

- A. The Owner will provide details with regard to required schedule for completion.
- B. All work shifts shall be done during administrative hours (7:00 AM to 5:00 PM) Monday-Friday excluding observed Holidays as described within the front end documents. Any change in the work schedule must be approved in writing by the Owner.
- C. The Contractor will be required to coordinate abatement activities with other redevelopment activities (that do not disturb asbestos or hazardous material) being performed simultaneously.

END OF SECTION

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes surface preparation, painting, and finishing of exposed exterior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop-priming and surface treatment specified under other Sections.
- B. Paint exposed surfaces whether or not colors are designated in schedules, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
- C. Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
 - 1. Labels: Do not paint over Underwriters Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
 - 2. Painting of mechanical and electrical work not factory finished is included in this specification section for items exposed in occupied spaces and at the building exterior. And shall include, but not limited to the following.
 - A. Exposed piping. (interior and exterior)
 - B. Clean-out covers. (interior)
 - C. Exposed hangars and supports.
 - D. Exposed conduit.
 - E. Metal hoods on vents.

1.3 SUBMITTALS

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each paint system specified and primers.
 - 1. Provide the manufacturer's technical information including label analysis and instructions for handling, storage, and application of each material proposed for use.
 - 2. List each material and cross-reference the specific coating, finish system, and application. Identify each material by the manufacturer's catalog number and general classification.
 - 3. Certification by the manufacturer that products supplied contain NO volatile organic compounds (VOCs).

- C. Samples for color selection in the form of manufacturer's color charts.
 - 1. After color selection, the Architect will furnish color chips for surfaces to be coated. Some color selections have been inserted in this specification for design intent purposes. Submit manufacturer's color charts.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator that has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
 - 1. Application of the Epoxy Floor Coating product shall be by a certified qualified applicant approved by the manufacturer for the system provided. The installer must have completed at least two successful similar projects.
- B. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- C. Field Samples: On exterior components, duplicate finishes of prepared samples. Provide full-coat finish samples on at least 100 sq. ft. of surface until required sheen, color, and texture are obtained; simulate finished lighting conditions for review of in-place work.
 - 1. Final acceptance of colors will be from job-applied samples.
 - 2. The Architect will select building as field mock-up to represent surfaces and conditions for each type of coating and substrate to be painted. Apply coatings to this building or surface according to the schedule or as specified to be used as standard of quality for remainder of project.
 - a. After finishes are accepted, this building or surface will be used to evaluate coating systems of a similar nature.
- D. Installers Qualifications: Contractor is to utilize workers that are familiar with their work and may provide a documented history of 3-years of similar work. They must also be able to demonstrate familiarity with the manufacturer's standards.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
 - 1. Product name or title of material.
 - 2. Product description (generic classification or binder type).
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Contents by volume, for pigment and vehicle constituents.
 - 5. Thinning instructions.
 - 6. Application instructions.
 - 7. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.6 JOB CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F (10 deg C) and 90 deg F (32 deg C).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F (7 deg C) and 95 deg F (35 deg C).
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 1. Sherwin Williams or equal.

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.
- B. Material Quality: Provide the manufacturer's best-quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish the manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: Provide color selections made by the Architect from the manufacturer's full range of standard colors.
 1. Color selections will vary from Unit to Unit.
- D. Provide No VOC paint product, with product documentation stating volatile organic compounds, less exempt solvents at or below 50 g/L for non-flat and 50 g/L for flat, 100 g/L for floor, as identified by the Green Seal Standard GS-11.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected.
 - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing about anticipated problems using the specified finish-coat material with substrates primed by others.
 - 2. Ferrous Metals: Clean ferrous metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).
 - a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.
 - 3. Galvanized Surfaces: Clean galvanized surfaces with non-petroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

- D. Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 3. Use only thinners approved by the paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Touch-up painting may require re-painting the entire wall/ surface area to produce a consistent finish. No consideration for additional compensation will be considered.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
1. Surface treatments, and finishes are indicated in the schedules.
 2. Provide finish coats that are compatible with primers used.
 3. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
 4. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
 5. The term exposed surfaces includes areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 6. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 7. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, nonspecular black paint.
 8. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 9. Finish exterior doors on tops, bottoms, and side edges same as exterior faces.
 10. Omit primer on metal surfaces that have been shop-primed and touch-up painted.

- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - 1. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- D. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to the manufacturer's directions.
 - 1. Brushes: Use brushes best suited for the material applied.
 - 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 - 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- E. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- F. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- G. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.
- H. Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

3.4 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
 - 1. The Owner will engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
 - 2. The testing agency will perform appropriate tests for the following characteristics as required by the Owner:
 - a. Quantitative materials analysis.
 - b. Abrasion resistance.
 - c. Apparent reflectivity.
 - d. Flexibility.

- e. Washability.
 - f. Absorption.
 - g. Accelerated weathering.
 - h. Dry opacity.
 - i. Accelerated yellowness.
 - j. Recoating.
 - k. Skinning.
 - l. Color retention.
 - m. Alkali and mildew resistance.
3. If test results show material being used does not comply with specified requirements, the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing, repaint surfaces coated with rejected paint, and remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

- A. Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.7 EXTERIOR PAINT SCHEDULE

- A. General: Provide the following paint systems for the various substrates, as indicated.
- B. Ferrous Metal: Primer is not required on shop-primed items.
 - 1. Full-Gloss Alkyd Enamel: Two finish coats over primer.
 - a. Primer: Synthetic rust-inhibiting primer.
 - b. First and Second Coats: Gloss alkyd enamel.
- C. Fiber-Cement Products (Paint where called for on Drawings)
 - 1. Satin Finish Acrylic: Two finish coats over factory primed products.
 - 2. Comply with fiber cement manufacturer's printed instructions for prepping and painting.

END OF SECTION 099100