

**Project Manual  
And  
Technical Specifications  
For:**

**Richmar Manor – Unit #15  
Fire Restoration**

**Lucas Metropolitan Housing Authority  
Procurement Department  
435 Nebraska Avenue  
Toledo Ohio 43697**

**Issued:  
May 9, 2017**

**For Questions Regarding This Project Contact ↓**

Craig Bartley | Project Manager  
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# LUCAS METROPOLITAN HOUSING AUTHORITY

Richmar Manor – Unit #15 Fire Restoration

## INVITATION FOR BIDS

The Lucas Metropolitan Housing Authority is seeking bids from qualified contractors to furnish all labor, materials, and equipment for the following project(s):

Issue Date	May 9, 2017
Solicitation Number	QSP17-Q003
Pre-Bid Meeting	May 15, 2017; 11:00 am; Project Site
Request for Interpretations Deadline	May 18, 2017; 12:00 noon
Bid Due Date	May 25, 2017; 3:00 pm

The Pre-Bid Meeting shall be held at the project site unless otherwise noted.

The bid documents for this project are available through our website:  
[www.lucasmha.org](http://www.lucasmha.org)

Bids shall be submitted through [LMHA's Online Vendor Proposal Upload Form](#). Proposals received after deadline or in any other format shall not be considered. Bidders shall fill out the submission form in its entirety. Bids shall be submitted to "Sherry Tobin, Manager of Procurement & Contracts. All required documents shall be in PDF format labeled with the respondent's name, QSP Title, QSP Number and Due date.

**LMHA online  
proposal upload  
form**

Please follow the link to our [Instructional Video](#) for further information.

All vendors must carefully review their final bids. Once opened, bids cannot be changed; however, LMHA may request information or respond to inquiries for clarification purpose only.

Any Requests for Interpretations must be submitted to the Project Coordinator in writing by prior to the given deadline.

The Lucas Metropolitan Housing Authority reserves the right to reject any or all bids, or to waive any informality in the bidding. No bids shall be withdrawn for a period of ninety (90) days subsequent to the opening of the bids.

All bidders shall be required to meet the Affirmative Action requirements and Equal Employment Opportunity requirements as described in Executive Order #11246. Each bidder must insure that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, handicap, age, ancestry, creed, or military status.

**LUCAS METROPOLITAN HOUSING AUTHORITY**

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**Richmar Manor – Unit #15 Fire Restoration**

**Labor Standards – Davis Bacon and Related Acts**

As required by clause 46 of HUD 5370 General Conditions for Construction Contracts this contract shall comply with the requirements of Davis Bacon and the wage determination attached.

General Decision Number: OH170033 01/06/2017 OH33

Superseded General Decision Number: OH20160033

State: Ohio

Construction Type: Residential

County: Lucas County in Ohio.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/06/2017

ELEC0008-013 05/23/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 24.10	4%+11.44

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ENGI0018-029 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 34.47	14.41

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ENGI0066-026 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 20.87	17.51

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LABO0265-004 06/01/2016

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 20.40	12.4

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PAIN0707-001 05/01/2012

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 22.34	11.74

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PLAS0109-006 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.54	18.45

\* SHEE0033-039 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT & UNIT INSTALLATION).....	\$ 18.41	10.87

SUOH2012-011 07/20/2012

	Rates	Fringes
BRICKLAYER.....	\$ 28.40	11.78
CARPENTER.....	\$ 19.03	10.14
LABORER: Common or General.....	\$ 27.58	10.20
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 16.85	3.83

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

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

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

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The body of each wage determination lists the classification

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION





**PAYROLL**  
 (For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

U.S. Department of Labor  
 Wage and Hour Division

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

Rev. Dec. 2008

OMB No.: 1235-0008  
 Expires: 02/28/2018

NAME OF CONTRACTOR OR SUBCONTRACTOR		ADDRESS	
PROJECT AND LOCATION		PROJECT OR CONTRACT NO.	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR ZELLERHOFF	(3) WORK CLASSIFICATION	(4) DAY AND DATE		(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY					FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction projects to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction projects to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)



Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) on the \_\_\_\_\_ (Building or Work); that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor) from the full \_\_\_\_\_ weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

## Davis-Bacon and Related Acts (DBRA) Submittal Requirements

Much of what we've done related to the Davis-Bacon and Related Acts (DBRA) in the past will remain the same, however, based on HUD's updated guidance, there are some additional items we need to have in our files.

- A list of all employees on the job (Contractor's and Subcontractor's), including name, address, phone number and full social security number.
- If other than the Owner of the company will be signing the certified payroll reports, we need a letter on company letterhead from the Owner indicating who is authorized to sign/certify the reports.
- Department of Labor (DOL) Certified Payroll Reports submitted with wet ink signatures. They cannot be scanned or copied. (*Also, the Contractor will need to sign the Reports of Subcontractors when the Owner of the Subcontracting Company is performing Work.*)
  - o Certified Payroll Reports are to list only the employees name and the last four digits of their social security number. *All the other employee information, as listed above, should be submitted separately.*
  - o The Reports must have the Work Classification (i.e. "LABORER (Mason Tender-Brick)", "OPERATOR: Backhoe/Excavator", "PLUMBER", "ROOFER", etc.), as listed on the Wage Determination/Decision, based on the type of work that was performed.
    - A foreman, or any other employee, still needs to have the appropriate Work Classification(s) for the type of work he/she is performing on the Project, unless that foreman/employee is spending *more than 80%* of their time doing exempt Administrative work.  
  
Please note that one employee may perform Work in more than one Classification, and each Classification should be shown on a separate line.
    - If Fringe Benefits are provided in a Union package, provide a summary of those benefits and their values.
    - We must still see the Work Classification for an Apprentice. Also, for an apprentice we'll need:
      - A copy of that Apprentice's or Trainee's registration in a registered or approved program, and the paperwork showing the programs acceptance by the DOL. (For first payroll only.)
      - A copy of the portions of the registered or approved program pertaining to the wage rates, and to the required Apprentice: Journeyman/Master Tradesman ratios. (For first payroll only.)
- Label the first payroll as "Start" and the last as "Final".
- Employee pay stubs or canceled checks for the project.
- Documentation for our files of the deductions listed in the "other" category. I.e. union dues/fees, 401K or medical plans [employer and employee contributions], child support, or anything that is not a standard deduction like FICA or withholding taxes. (Often times this information will appear on the pay stubs.)

We've been doing most of this anyways, only the amount of submittal detail has changed.

Also, please provide:

- Insurance Certificates (General Liability, Automobile Liability & Workers Compensation) from all subcontractors.
- Copies of all Subcontracts showing compliance with Clause 37 of the General Conditions (HUD-5370).

All information will be kept confidential.

# LUCAS METROPOLITAN HOUSING AUTHORITY

Richmar Manor – Unit #15 Fire Restoration

## BID BREAKDOWN SHEET

By Specification Division

<u>DIVISION</u>	<u>COST</u>
<b>01 – General Requirements</b> .....	\$ _____
(Permits, Temp. Facilities & Utilities, Special Equip., Dumpsters, Cleaning, etc.)	
<b>02 – Existing Conditions</b> .....	\$ _____
(Site Clearing, Demo, Material Salvage, Remediation, etc.)	
<b>03 – Concrete</b> .....	\$ _____
(Concrete Maintenance/Rehab, Building/Structural Concrete, )	
<b>04 – Masonry</b> .....	\$ _____
(Masonry Maintenance/Rehab/Cleaning/Sealing, Brick, CMU, Stone, etc.)	
<b>05 – Metal</b> .....	\$ _____
(Metal Cleaning, Beams & Columns, Lintels & Other Misc. Shapes, Metal Stairs & Handrails, etc.)	
<b>06 – Wood, Plastics, and Composites</b>	
(Wood Rehab, Rough Wood Framing, Finish Millwork & Trim, Plastic & Composite Work, Window Sills, etc.)	
<b>Rough Carpentry</b> .....	\$ _____
<b>Finish Carpentry</b> .....	\$ _____
<b>07 – Thermal and Moisture Protection</b> .....	\$ _____
(Damp & Waterproofing, Insulation, Roofing, Sheet Metal, Fire Proofing, Sealants & Caulks, etc.)	
<b>08 – Openings</b> .....	\$ _____
(Doors & Frames, Windows, Skylights, Door Hardware, Glass, Louvers, etc.)	
<b>09 – Finishes</b> .....	\$ _____
(Drywall & Plaster, Tile, Resilient Flooring & Accessories, Carpeting, Paint & Coatings, etc.)	
<b>10 – Specialties</b> .....	\$ _____
(Signage, Wall Protection, Toilet & Bath Accessories, Mail Boxes, Shelving, etc.)	
<b>11 – Equipment</b> .....	\$ _____
(Traffic Controls, Office Equipment, Appliances, etc.)	
<b>12 – Furnishings</b> .....	\$ _____
(Blinds & Curtain Rods, Kitchen & Bath Casework, Countertops, Site Furnishings, etc.)	
<b>22 – Plumbing</b>	
(Piping, Pipe Insulation, Sewer Lines, Plumbing Fixtures, Water Heaters, etc.)	
<b>Rough Plumbing</b> .....	\$ _____
<b>Finish Plumbing</b> .....	\$ _____
<b>23 – Heating, Ventilating, and Air Conditioning (HVAC)</b>	
(HVAC Related Piping, Ductwork, Baseboard Heating, Furnaces, Air Conditioning, Grilles & Registers, etc.)	
<b>Rough HVAC</b> .....	\$ _____
<b>Finish HVAC</b> .....	\$ _____
<b>23 – Electrical</b>	
(Service Entrances, Distribution Panel, Conduits, Wiring, Switches & Receptacles, Lighting, etc.)	
<b>Rough Electrical</b> .....	\$ _____
<b>Finish Electrical</b> .....	\$ _____
<b>Overhead &amp; Profit</b> .....	\$ _____
<b>TOTAL</b> .....	\$ _____

**LUCAS METROPOLITAN HOUSING AUTHORITY**

Richmar Manor – Unit #15 Fire Restoration

**SUBCONTRACTOR LISTING**

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

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

BUSINESS NAME	ADDRESS	PHONE	TRADE	MINORITY *	SECTION 3 BUSINESS	CONTRACT AMOUNT

\* DESIGNATE MINORITY GROUP HERE: BLACK, HISPANIC, ASIAN, AMERICAN INDIAN, WOMEN-OWNED. THE GOAL OF THE LMHA FOR MINORITY SUBCONTRACTOR PARTICIPATION IS 35%.



Lucas Metropolitan Housing Authority

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## SECTION 3 SOLICITATION INSTRUCTIONS

### **Overview**

Lucas Metropolitan Housing Authority's Section 3 policy requires that when the Section 3 regulation is triggered by a need for new hires (whether individual employees, contractors or sub-contractors), or training, every effort within the contractor's disposal must be made to the greatest extent feasible to offer available employment, training and contracting opportunities to its residents based on resident categories.

### **Instructions:**

All general contractors, primes and subcontractors **MUST** complete either form **A, B, or C**. Subcontractors **MUST** submit their completed forms to the general contractor or prime.

### **SECTION 3 BUSINESS CONCERNS:**

Section 3 Business Concerns requesting preference **MUST** submit the Section 3 Business Concern Preference Form (**A**), with the bid, offer, or proposal.

### **NON-SECTION 3 BUSINESS CONCERNS:**

Non-Section 3 Business Concerns who trigger the Section 3 regulation by doing subcontracting, hiring or training **MUST** submit the Non-Section 3 Business Concern Compliance Option Form (**B**), with the bid, offer, or proposal.

### **NOT TRIGGERING THE SECTION 3 REGULATION:**

Not triggering the Section 3 regulation means that your business does not anticipate the following:

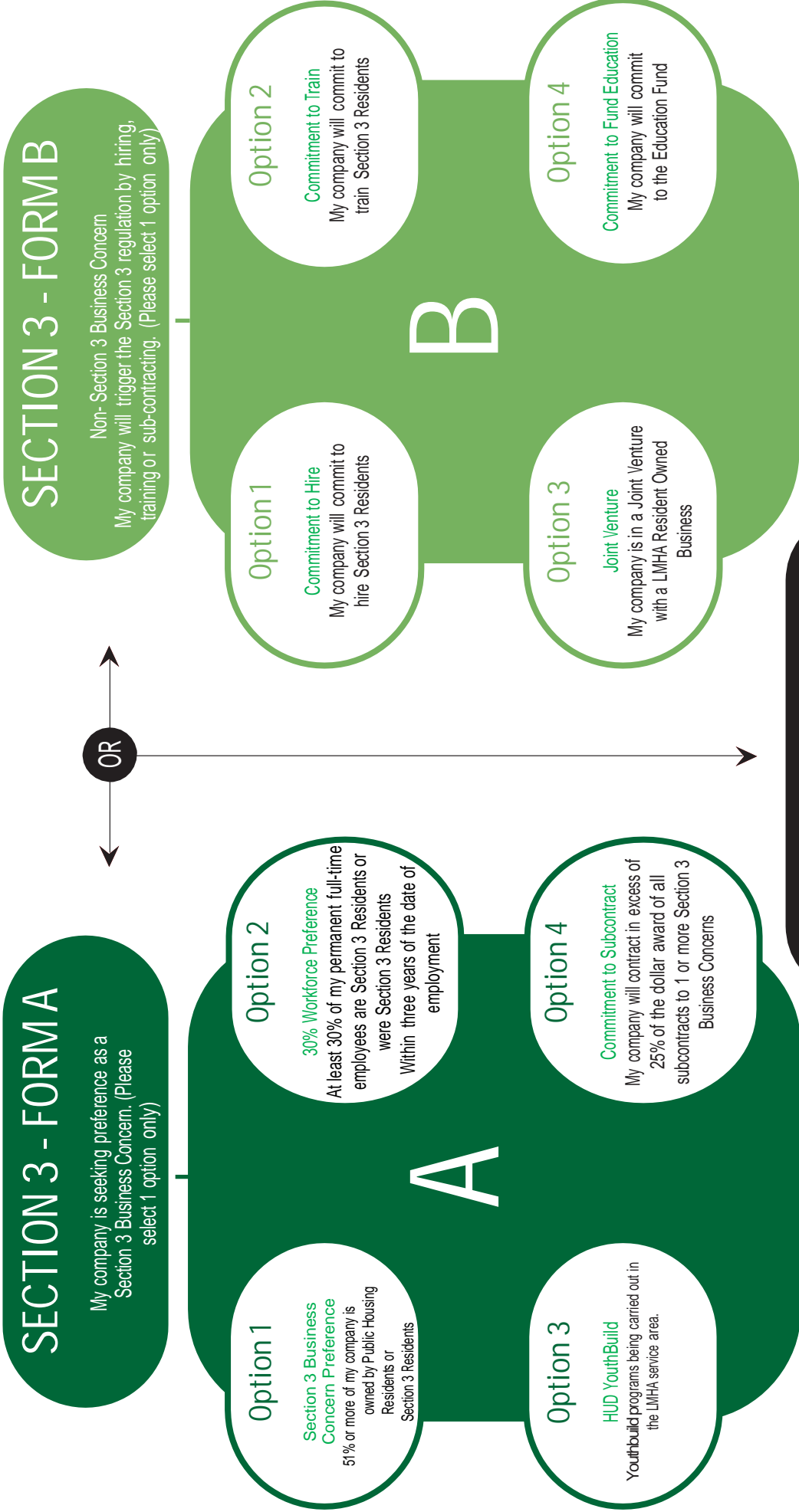
- I do not anticipate any new hires or training on this contract; and
- I do not anticipate any new contracting by my firm on this contract.

Businesses who do not anticipate triggering the Section 3 regulation **MUST** submit the Non-Trigger Section 3 Regulation Affidavit Form (**C**).

**\*Complete only one (1) Form\***



# Section 3



**SECTION 3 - FORM C**  
*Non-Trigger Affidavit*  
 My company will not trigger the Section 3 regulation. We do not anticipate any new hires, training or sub-contracting on this contract.

- A. The Section 3 program requires that recipients of certain HUD financial assistance, (including contractors and subcontractor) to the greatest extent feasible, provide job training, employment, and contracting opportunities for public housing residents, low or very-low income residents and businesses in connection with projects and activities in their neighborhood.

**B. COVERED PROJECT OR CONTRACT CRITERIA**

Section 3 is applicable to any Public and Indian Housing program that receives development assistance pursuant to Section 5 of the U.S. Housing Act of 1937, operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937, and modernization assistance pursuant to Section 14 of the U.S. Housing Act of 1937.

**C. SECTION 3 COMPLIANCE GOALS**

1. **Employment** – At least **30%** of the aggregate number of **new hires** for a covered contract or project will be Section 3 residents.
2. **Contracting** – Award at least **10%** of the total dollar amount of all Section 3 covered contracts for building trades work related to the project and at least **3 %** of the total dollar amount of all other Section 3 covered contracts to Section 3 businesses.

**D. REPORTING RESPONSIBILITIES**

During the life of the contract or project, the following forms are to be collected by the **Prime/General Contractor**, checked for accuracy and completeness and submitted to the Section 3 Compliance Coordinator.

1. **Prime/General Contractor and Subcontractor (s)** will complete a Section 3 Plan.
2. **Prime/General Contractor and Subcontractor (s)** on construction projects must provide a list of all **core employees** (permanent staff) hired prior to the Section 3 covered contract award. (You may use the form provided or submit a company list)

**SECTION 3 BUSINESS UTILIZATION REPORT (QUARTERLY)**

- **Prime/General Contractor** will complete the *Section 3 Business Utilization Report Form* to account for **all** subcontractors working on the contract or project.

**SECTION 3 WORKFORCE UTILIZATION REPORT (QUARTERLY)**

- **Prime/General Contractor and Subcontractor (s)** will complete the *Section 3 Workforce Utilization Report Form* to report **all new hires** for the covered contract or project. Contractor/subcontractor provides **all Section 3 new hires with the Section 3 Self-Certification and Affidavit of Total Household Income Form for completion and signature**. The signed form supports the data reported on the Section 3 Work Force Utilization Form.

**Submit reports to the Section 3 Compliance Coordinator via email. ([vhill@lucasmha.org](mailto:vhill@lucasmha.org))**



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**SECTION 3 BUSINESS CONCERN  
PREFERENCE OPTION FORM**

I am certifying as a **Section 3 Business Concern** and requesting Preference accordingly. *I have selected **ONE** of the following preference options that best defines my business:*

<b>OPTION #</b>	<b>Form A OPTION DESCRIPTION</b>	<b>INITIAL</b>
<p><b>Option 1</b>  SECTION 3 BUSINESS CONCERN PREFERENCE</p>	<p>_____ A business claiming status as a Section 3 Resident-Owned Business (ROB) entity because it is 51% or more owned and controlled by public housing residents. or _____ A business claiming Section 3 status because it is 51% or more owned by Section 3 residents.</p> <p><b>ATTACH COPY OF ROB OR SECTION 3 BUSINESS CONCERN CERTIFICATION LETTER ISSUED BY LMHA.</b></p>	
<p><b>Option 2</b>  30% + WORKFORCE PREFERENCE</p>	<p>A business claiming Section 3 status, because at least 30% of their permanent full-time employees are Section 3 residents or within three years of the date of employment with the business concern were Section 3 residents.</p> <p>I anticipate my total number of employees for this contract to be _____ and _____ will be qualified Section 3.</p>	
<p><b>Option 3</b>  YOUTHBUILD PREFERENCE</p>	<p>HUD Youthbuild programs being carried out in the LMHA service area in which Section 3 covered assistance is expended.</p>	
<p><b>Option 4</b>  25% SUBCONTRACTING PREFERENCE</p>	<p>A business claiming Section 3 status by subcontracting 25% of the dollar award of all subcontracts to qualified Section 3 Business Concern (s):</p> <p><input type="checkbox"/> Provide a list of intended subcontracts to Section 3 businesses and each subcontract amount. <input type="checkbox"/> Provide certification &amp; all supporting documentation for each planned Section 3 business subcontract.</p>	

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: \_\_\_\_\_ Company Address: \_\_\_\_\_

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

**Type of Business (Check One):**  Corporation  Partnership  Sole Proprietorship  Other

Location of Work Being Performed: \_\_\_\_\_

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

Notary Signature and Seal: \_\_\_\_\_ Date: \_\_\_\_\_





Lucas Metropolitan Housing Authority

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**NON-SECTION 3 BUSINESS CONCERN  
COMPLIANCE OPTION FORM**

Non-Section 3 Business Concerns are businesses who trigger the Section 3 regulation by doing subcontracting, hiring or training. **Non-Section 3 Business Concerns must select ONE of the following compliance options:**

<b>OPTION #</b>	<b>Form B OPTION DESCRIPTION</b>	<b>INITIAL</b>
<p><b>Option 1</b></p> <p>COMMITMENT TO HIRE SECTION 3 RESIDENTS</p>	<p>I commit to hiring and maintaining throughout the life of any contract awarded as part of this solicitation (including changes or modifications). Only if no Category 1 Residents can be secured, the contractor may hire from Category II or Category III in that order. Sufficient justification will be required as to why no Category I Resident(s) could be hired. <b>___New Hires are required for this contract as authorized by LMHA.</b></p> <p>Check all activities/methods you will employ to secure Section 3 residents:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Conduct an on-site application and interviewing session at the LMHA</li> <li><input type="checkbox"/> Defer to the Section 3 database of employment ready Section 3 residents</li> <li><input type="checkbox"/> Distribute flyers to LMHA public housing developments</li> <li><input type="checkbox"/> Employ Section 3 residents at 30% of the aggregate number of new hires* <b>Required</b></li> <li><input type="checkbox"/> Post signs at the entrance to the job site that it is a Section 3 covered project</li> <li><input type="checkbox"/> Run multiple advertisements in the local paper announcing the hiring opportunities</li> </ul>	
<p><b>Option 2</b></p> <p>JOINT VENTURE WITH A LMHA RESIDENT OWNED BUSINESS</p>	<p>An association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by a written joint venture agreement to engage in and carry out a specific business venture. The Section 3 Business Concern must be responsible for a clearly defined portion of the work to be performed, hold management responsibilities in the joint venture, perform at least 25% of the of the work and is contractually entitled to compensation proportionate to its work.</p>	
<p><b>Option 3</b></p> <p>COMMITMENT TO TRAIN SECTION 3 RESIDENTS</p>	<p>I will commit to funding, from my contract, a qualified Section 3 training in place of Employment or Contracting in the amount of 3% or more of my total contract award as required by the authority's policy. That training will be commenced within thirty to forty-five (30-45) days of my contract start. My training will be:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Employment Readiness Related Training - 40 hours Classroom for up to _____ residents</li> <li><input type="checkbox"/> Employment Skills w/Readiness-Classroom Only 80 - hours Classroom for up to _____ residents</li> <li><input type="checkbox"/> Employment Skills w/Readiness-Classroom and Job Site for a minimum of _____ residents</li> <li><input type="checkbox"/> Other: _____ (Contractor understands that if Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, then the trainees must be paid Davis-Bacon wages and covered under their workers' compensation insurance)</li> </ul>	
<p><b>Option 4</b></p> <p>COMMITMENT TO EDUCATION FUND</p>	<p>I will provide payment to the Lucas Metropolitan Housing Authority equal to three percent (3%) of my total contract award to assist the authority in facilitating employment related training.</p> <p><b>Method of payment:</b></p> <ul style="list-style-type: none"> <li>• If my contract is a "Firm Fixed Contract", I will provide a single payment in the amount of 3%. The payment will be payable from the first payment issued on the contract.</li> <li>• If my contract is an "Indefinite Quantity Contract", a 3% contribution will be deducted from each invoice submitted by my company/firm for this contract.</li> </ul> <p>I further agree that if there are any increases to the value of my contract, I will make additional payments to this fund that will maintain the listed percentage level at all times including any final incentives or additional payments. The authority will be fully responsible for soliciting, managing and paying for the selected training services under this part and I will have fully met my obligation to comply with the Section 3 regulation. If for entire Contract Value please explain.</p>	

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: \_\_\_\_\_ Company Address: \_\_\_\_\_

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

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

Notary Signature and Seal: \_\_\_\_\_ Date: \_\_\_\_\_



Lucas Metropolitan Housing Authority

*Where opportunity lives.*

**NON-TRIGGER SECTION 3 REGULATION AFFIDAVIT**

**Form C**

If Contractor **does not** anticipate triggering the Section 3 regulation, check the box below.

Not triggering the Section 3 regulation means that your business does not anticipate the following:

- I do not anticipate any training, new hires, or new contracting by my firm on this contract.

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: \_\_\_\_\_ Company Address: \_\_\_\_\_

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

Type of Business (Check One): Corporation Partnership Sole Proprietorship Other

Location of Work Being Performed: \_\_\_\_\_

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

Notary Signature and Seal: \_\_\_\_\_ Date: \_\_\_\_\_

**LUCAS METROPOLITAN HOUSING AUTHORITY**

**Richmar Manor – Unit #15 Fire Restoration**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
 ) SS> \_\_\_\_\_  
County of \_\_\_\_\_ )

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

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

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

Notary Public

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

**LUCAS METROPOLITAN HOUSING AUTHORITY**

Richmar Manor – Unit #15 Fire Restoration

**SUBCONTRACTOR SUBMITTAL**

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

SUBCONTRACT AMOUNT: \_\_\_\_\_ (\$ \_\_\_\_\_)

Prior to the commencement of work, this document shall be completed and signed by an Officer of the Prime Contracting Firm and each Sub-Contracting Firm, participating in the project. This document will be kept on file at the Lucas Metropolitan Housing Authority. The L.M.H.A. will utilize this information to verify bona-fide Subcontractors.

GENERAL (PRIME) CONTRACTOR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

BUSINESS ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

BUSINESS PHONE NO.: \_\_\_\_\_

FEDERAL TAX ID. NO.: \_\_\_\_\_ or SOCIAL SECURITY NO.: \_\_\_\_\_

If the subcontractor possesses licenses, please list type of license and issuing authority:

The Sub-contracting Firm is (please circle one): Individual Sole Proprietor Partnership Corp

Is Sub-contractor an M. B. E., W.B.E., or S.B.C?  Yes  No If so, which one: \_\_\_\_\_

The Sub-contractor has read and understood the following sections of the Contract Documents (Attached), and understands that they will be required to comply with same:

- Wages & Payroll Reporting:  Yes  No (Wage Decision #: OH170033 1/6/2017, Mod 0)
- Construction Schedule:  Yes  No
- General Conditions (HUD-5370):  Yes  No
- Supplementary Conditions:  Yes  No
- Lead-Based Paint Ban:  Yes  No
- Non-Smoking Policy  Yes  No
- Technical Specifications:  Yes  No
- Drawings:  Yes  No

**GENERAL (Prime)**

**SUB-CONTRACTOR**

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

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

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**LUCAS METROPOLITAN HOUSING AUTHORITY**

**Richmar Manor – Unit #15 Fire Restoration**

**FINAL WAGE PAYMENT AFFIDAVIT**

AMP No.: 122

\_\_\_\_\_, being first duly sworn, makes oath and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ the contractor herein, and that the Wages have been paid in conformance with the minimum rates as established in the Contract for \_\_\_\_\_.

I further certify that no rebates or deductions for any Wages due any person have been directly or indirectly made other than those provided by law.

\_\_\_\_\_  
*(Signed)*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

(SEAL)

**LUCAS METROPOLITAN HOUSING AUTHORITY**

**Richmar Manor – Unit #15 Fire Restoration**

**Contractor’s Release & Certification**

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

Project: \_\_\_\_\_

Contract Date: \_\_\_\_\_ Job Number: \_\_\_\_\_

I, \_\_\_\_\_, of the above-noted firm hereby certify that the statements listed below, in connection with the above contract are true and complete:

1. The project noted above has been completed in accordance with the construction Contract Documents including any Change Orders applicable, except items noted in paragraph 7 below. There was/were \_\_\_\_\_ Change Order(s).
2. The total amount due and owed in connection with the above stated Contract is \$\_\_\_\_\_.
3. The approximate total amount of unsettled claims relative to the above stated Contract is \$\_\_\_\_\_.
4. The Lucas Metropolitan Housing Authority is released of all claims incidental to or as a consequence of this Contract, other than those items listed in paragraph 3 above and 7 below.
5. All wages paid to laborers or mechanics under this contract, were consistent with the wage rate requirements of the Contract, and there are no outstanding claims for unpaid wages by any laborers or mechanics employed under this Contract.
6. All guarantees and/or warranties in connection with labor, material and equipment furnished under this Contract, have been assigned and transmitted to the Lucas Metropolitan Housing Authority, in accordance with paragraph 35 (Warranty of Construction) of the General Conditions of the Contract for Construction – Public Housing Programs. All warranties unless otherwise extended by equipment or material manufacturer’s, shall remain in effect for a period of not less than one year from date of final acceptances.

**LUCAS METROPOLITAN HOUSING AUTHORITY**

**Richmar Manor – Unit #15 Fire Restoration**

7. The following items are unsettled claims incidental to the above noted contract:

<u>Claim Item</u>	<u>Amount Claimed</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\_\_\_\_\_  
*(Signed)*

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

(SEAL)

PHA Concurrence: Lucas Metropolitan Housing Authority

\_\_\_\_\_  
*Director of Modernization*

\_\_\_\_\_  
*Date*

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

**Applicability. This form is applicable to any construction/development contract greater than \$100,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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## 1. Definitions

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

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

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

## 2. Contractor's Responsibility for Work

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

#### 4. Other Contracts

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

### Construction Requirements

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

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

#### 6. Construction Progress Schedule

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

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

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

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

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

### 8. Differing Site Conditions

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

### 9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "shown" "indicated", "detailed", or words 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

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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**

The Contractor shall complete all work required on 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 breakdown of the contract price. Such estimates shall be submitted not later than 30 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 an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

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

### 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 \$ 100.00 [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 \$ 1,000,000 [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 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 \$ 50,000 [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).

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#### 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

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

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

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

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

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

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

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



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

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

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

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

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

#### 48. Procurement of Recovered Materials.

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

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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

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### SUPPLEMENTARY CONDITIONS

The following supplements the “General Conditions for Construction Contracts”, form HUD-5370. Where a portion of the General Contract Conditions is modified or deleted by supplementary conditions, the unaltered portions of General Conditions remain in effect, as though set forth in full.

**1) Drawings as Indications of Design Intent**

- a) The Drawings are indications of the design intent as well as specific instructions. The “details” included on Drawings show the intent of all similar areas. If questions arise about the construction of an area not specifically detailed, consult with the Owner/Architect who may, at the Owner/Architect’s discretion, provide further “details” and instructions. Such further documentation, if consistent with the Contract Documents, shall not alter the Contract Sum.

- 2) Taxes:** All materials and labor that ultimately become a part of the completed structure or improvement that constitutes the Project will be exempt from State Sales Tax as provided in Section 5739.02, ORC, and State Use Tax as provided in Section 5741.01, ORC. The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State Sales Tax and State Use Tax.

**3) Retainage**

- a) A retainage of ten (10) percent shall be held on each progress payment for all Labor, Materials and Equipment.

**4) Time**

- a) The Owner has the right to direct the Contractor to work overtime, at no additional cost, as the Owner deems necessary should the rate of progress fall behind that in the Schedule of Construction.
- b) Any request by the Contractor for an extension of time shall be made in writing to the Architect no more than ten (10) days after the initial occurrence of any condition which, in the Contractor’s opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Architect shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.
- c) When a request for extension is made, the Contractor shall provide the following information:
  - i) Nature of the interference, disruption, hindrance or delay;
  - ii) Reason for the interference, disruption, hindrance or delay;
  - iii) Date (or presumed date) of commencement of the interference, disruption, hindrance or delay;
  - iv) Activities on the Construction Schedule which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;
  - v) Anticipated duration of the interference, disruption, hindrance or delay;
  - vi) Specific number of days of extension requested; and
  - vii) Recommended action to avoid or minimize and future interference, disruption, hindrance or delay.

- 5) Site Security:** The Contractor shall be responsible for all security of the job site. Cost for any and all security measures shall be borne by the Contractor.

- a) The property and all materials shall be protected during the construction period. The Contractor shall provide security measures as required to protect the property from all damage and losses up until such time the project is accepted by the Owner.

**6) Warranties**

- a) In addition to any other warranties in this contract, the Contractor warrants 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 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 from the date that the PHA takes possession.

# LUCAS METROPOLITAN HOUSING AUTHORITY

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## Richmar Manor – Unit #15 Fire Restoration

- 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—
  - i) The Contractor's failure to conform to contract requirements; or
  - ii) 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 from the date of repair or replacement.
- d) The Owner 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 five (5) days 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. Failure to honor warranties could result in rejection of future contract proposals.
- f) Performance under the warranty/guarantee is the obligation exclusively of the Prime Contractors; nothing in this clause or in warranty/guarantee provisions of various sections or specifications shall create any obligation of warranty/guarantee directly between any Subcontractor or material supplier and the Owner.

### **7) MBE/WBE Participation**

- a) Be advised the LMHA goal for MBE/WBE participation on this project is a minimum of 35% of the overall contract cost.

### **8) Lead Based Paint Policy**

- a) Contractors shall comply with the Lead-Based Paint Poisoning Act (42 U.S.C. et seq.), and HUD implementing regulations (24 CFR 968.4(h) and (i), 968.5(g) and (h) and 968.9 (e).

### **9) LMHA Non-Smoking Policy**

- a) Smoking has been banned from all LMHA Properties
- b) Smoking shall only be allowed in posted designated areas or a minimum of 20 feet away from building windows and doors.

# LUCAS METROPOLITAN HOUSING AUTHORITY

Richmar Manor – Unit #15 Fire Restoration

## SUPPLEMENTARY CONDITIONS EXHIBIT 'A' CHANGE ORDER PRICE GUIDE

For each change, the Contractor, Subcontractor or Material Supplier shall furnish a detailed, written Proposal itemized according to this Price Guide. In order to expedite the review and approval process, all Proposals shall be prepared in the categories and in the order listed below.

- A. **LABOR** – all field labor shall be priced at the current base rate, excluding fringe benefits, of the prevailing wage in the Project locality. Payroll is to be based on straight time only, and is to include number of hours and the rate of pay for each classification of worker. If overtime is approved, list only the straight time portion in this item.
- B. **FRINGES** – All established payroll taxes, assessments, and fringe benefits on the labor in item A. This may include, but not limited to, FICA, Federal and State Unemployment, Health and Welfare, Pension Funds, Worker’s Compensation, and Apprentice Fund. Each of the fringes is to be a separate line item.
- C. **EQUIPMENT RENTALS** – All charges for certain non-owned heavy or specialized equipment at up to 100% of the documented rental cost. No rental charges will be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance, and weather delays will not be allowed.
- D. **OWNED EQUIPMENT** – All charges for certain owned, heavy or specialized equipment at up to 100% of the cost listed by the Associated Equipment Dealers Blue Book. No recovery will be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the work will be the basis for the pricing. Downtime due to repairs, maintenance, and weather delays will not be allowed.
- E. **TRUCKING** – A reasonable delivery charge or per mile trucking charge for delivery of required material or equipment. Charges for use of a pick-up truck will not be allowed.
- F. **MATERIALS** – All materials purchased by the Contractor and incorporated into the charged work, showing costs, quantities or unit pricing of all items, as appropriate. Reimbursement of material costs shall only be allowed in the amount of the contractor’s actual cost, including any and all discounts, rebates of related credits.
- G. **OVERHEAD** – Overhead on items A thru E shall be 10%, which shall include all costs required to schedule the work and coordinate with the contractors.
  - 1. Overhead includes telephone charges, facsimiles, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repair, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering, etc.), legal service, travel, and parking expenses.
- H. **PROFIT** – Profit for items A thru E shall not exceed 10%. The contractor is not permitted a profit on the profit received by any subcontractor.
- I. **SUBCONTRACTOR** – The reasonable cost of all labor and material provided by the subcontractor whose pricing is included and which complies with this Guide.
- J. **CONTRACTOR MARK-UP ON SUBCONTRACTOR** – Mark up on item “I” shall not exceed 5%.
- K. **MISCELLANEOUS** – The following items are allowable at the cost of the work, with:
  - 1. The cost of extending the Bond and the cost of extending liability, property damage, builder’s risk of specialty coverage insurance.
  - 2. The premium portion only for approved overtime (labor and fringes). The straight time portion is included in item A.
  - 3. Fees for permits, licenses, inspections, tests, etc.
- L. **COSTS NOT REIMBURSED** - Costs which will not be reimbursed for Change Order work shall be the following:
  - 1. Employee Profit Sharing Plans – regardless of how defined or described, the Contractor will pay these charges from Contractor’s profit.
  - 2. Voluntary Employee Deductions – examples are United Way, U.S. Savings Bonds, etc.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

### DIVISION 01 – GENERAL REQUIREMENTS

#### SECTION 01 00 00 GENERAL REQUIREMENTS

- A. Drawings and general provisions of the Contract, including HUD 5370 General Conditions for Construction Contracts – Public Housing Programs, and LMHA Supplementary Conditions, apply to this Specification.

#### SECTION 01 10 00 SUMMARY

- A. Project: Richmar Manor #15 – Fire Restoration  
3423 West Alexis Road  
Toledo, Ohio 43623
- B. Owner: Lucas Metropolitan Housing Authority  
435 Nebraska Ave.  
Toledo, Ohio 43604
- C. The Work consists of all supervision, labor, materials, equipment, transportation, verification of existing conditions, cutting and patching, removals, etc., as required to complete full restoration of Richmar Manor, Unit #15, and other work as indicated on the Drawings and in these Specifications, including, but not limited to:
1. Clean or replace of all smoke stained/damaged materials on the exterior of the building, as indicated.
  2. Gut interior, except where otherwise indicated.
  3. Seal all existing construction to remain for odor.
  4. Patch burned area of Kitchen floor.
  5. Build up Bathroom and Closet floors, if and as required, to be flush with adjacent areas.
  6. Frame out new attic access.
  7. Replace all insulation, drywall, moldings/trim, doors, windows, finishes, and furnishings, as indicated.
  8. Replace Kitchen casework and countertops.
  9. Replace Bathroom fixtures.
  10. Install new floor drain in Mechanical Closet.
  11. Clean and reset existing furnace and water heater.
  12. Clean and sanitize existing ductwork.
  13. Replace registers, grilles, and HVAC controls/thermostat.
  14. Clean electrical panel and test all circuits.
  15. Replace electrical devices, light fixtures, wiring (as indicated), and smoke detectors.
  16. Install new exhaust fan/light and carbon monoxide detector.
- D. Owner-Furnished Items: The following products will be furnished by Owner and shall be installed by Contractor as part of the Work:
1. Water Closet/Toilet, Faucet Aerators, and Shower Head.
  2. Appliances.
- The Contractor shall also be responsible for transporting these items from the Owner's on site storage area, and all parts and accessories necessary for a complete installation.
- E. Contractor's Use of Premises: During construction, Contractor will have limited use of site around the unit, and full access to the unit itself. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:
1. The Contractor shall confine all operations (including storage of materials) on Owner's premises to areas authorized or approved by the Owner.
  2. Contractor **shall not** park vehicles, dumpsters or heavy equipment on the lawn.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

3. Owner, or Owner's Tenants, will occupy the remainder of the Development during construction. Perform construction only during normal working hours (8:30 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.
  - a. It will be the Contractor's responsibility to provide proper protection from any infiltration of, or damage by, dust, dirt, and debris to the tenants and their possessions. All work is to be performed in a manner which will cause minimal discomfort and inconvenience to the Owner or Tenants of the property/Development.
- F. LMHA reserves the right of first refusal on all salvage. Contractor shall coordinate with the Maintenance Coordinator for the collection of any materials they may wish to reserve for the maintenance of other properties. All other scrap metals are to be reserved for collection by LMHA's scrap collector.

### SECTION 01 20 00

#### PRICE AND PAYMENT PROCEDURES

##### A. Alternates

1. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
  2. Indicate in the Proposal amounts to be deducted from or added to the Contract Sum for the following alternates:
    - a. **Alternate #1; Bathroom Window:** The Bidder shall state the amount to be ADDED to their BASE BID, all material and labor included, to replace the Bathroom Window, Opening Trim, and Stool/Sill, complete with all accessories and trim instead of cleaning and reusing the existing window , opening trim, and stool/sill, as indicated on the Drawings and in the Specifications.
    - b. **Alternate #2; Bathroom Window Stool/Sill, Casing & Trim:** The Bidder shall state the amount to be ADDED to or, DEDUCTED from, their BASE BID, all material and labor included, to provide a cultured marble window stool/sill and solid surface type window casing and trim for the Bathroom window (similar to the bathtub surround), complete with all accessories, instead of refinishing existing wood, as indicated on the Drawings and in the Specifications.
    - c. **Alternate #3; Additional Appliance GFI Duplex Receptacle:** The Bidder shall state the amount to be ADDED to their BASE BID, all material and labor included, to add one Appliance GFI Duplex Receptacle in the Kitchen, complete with all accessories and trim.
- B. **Change Orders:** On Owner's approval of a proposal from Contractor, the Contracting Officer, or their designated representative, will issue a Change Order, for all changes to the Contract Sum or the Contract Time.
1. Except as otherwise specifically indicated, the Contracting Officer shall be the only authority that may make changes or alterations to the Contract.
  2. Where a portion of the Contract Documents is modified, or deleted by Change Order, the unaltered portions of Contract Documents remain in full effect.
- C. **Construction Change Directive:** When Owner and Contractor disagree on the terms of a proposal, the Contracting Officer, or their designated representative, may issue a Construction Change Directive, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to the Contract Sum or the Contract Time.
1. Failure to reach an agreement on any proposal shall be a dispute, and shall be addressed as described in the General Contract Conditions. Nothing in the General Contract Conditions or herein shall excuse the Contractor from proceeding with the contract/construction as change.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

- D. **Schedule of Values (Required For Progress Payments):** The Schedule of Values will be used to track the progress of Work. Submit a Schedule of Values at least 10 days before the initial Application for Payment. Break down the Contract Sum generally as follows:
1. Provide line items for each Type of Work, or for each Specification Section;
  2. Provide additional line items for each Task within a Type of Work (i.e. demolition, rough work, and finish work);
  3. Provide separate lines for Allowances and Change Orders.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. When materials are to be purchased, stored, and billed for separately, provide separate line items in the Schedule of Values for initial cost of materials and for total installed value of each part of the Work.
- E. **Applications for Payment (Required For Progress Payments):** Submit each application for payment on the AIA Document G702/703, the HUD-51000 series documents, or approved equal, according to the schedule agreed to with the Owner.
1. Submit final Application for Payment after completion of Project closeout procedures with the Contractor's Release and Certification, the Final Wage Payment Affidavit, and all other required supporting documentation.
    - a. Include consent of surety to final payment on AIA Document G707 (or equal) and insurance certificates.
  2. With Each Application for Payment or Invoice, Submit:
    - a. Waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
    - b. Payroll Reports with Wage Certifications for Contractor, subcontractors, and sub-subcontractors for construction period covered by the previous application.

### SECTION 01 30 00

#### ADMINISTRATIVE REQUIREMENTS

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  2. The Contracting Officer, or their designated representative, will not accept submittals received from sources other than Contractor.
  3. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections, deviations, and field dimensions.
- C. **Submittals:**
1. **Product Data:** Mark each copy to show applicable products and options. Include the following:
    - a. Manufacturer's written recommendations, product specifications, and installation instructions.
    - b. Testing by recognized testing agency.
    - c. Compliance with specified standards and requirements.
    - d. Notation of coordination requirements.
  2. **Shop Drawings:** Prepare Project-specific information. Include the following:
    - a. Dimensions and identification of products.
    - b. Fabrication and installation drawings and roughing-in and setting diagrams.
    - c. Wiring diagrams showing field-installed wiring.



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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

- d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
3. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
- a. If variation is inherent in material or product, submit sufficient sets of paired units to show full range of variations.
- D. **Contractor's Construction Schedule**: Submit a comprehensive schedule within 10 days of date established for commencement of the Work. Distribute copies to Owner, Contracting Officer, or their designated representative, subcontractors, testing and inspecting agencies, and all other parties required to comply with dates.
- 1. Provide a separate time assignment for each activity, using the same breakdown of Work indicated in the Schedule of Values.
  - 2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
  - 3. Indicate Substantial Completion and allow time for the Contracting Officer's, or their designated representative's, procedures necessary for certifying Substantial Completion.
  - 4. Revise and redistribute the schedule after each meeting or activity where revisions have been made as Work progresses.

### SECTION 01 40 00 QUALITY REQUIREMENTS

- A. Testing and inspecting services may be required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
- 1. Contractor is responsible for scheduling times for tests, inspections, and obtaining samples and notifying testing agency.
- B. Submittals (where required): Testing agency shall submit a certified written report of each test and inspection to Contractor, Owner, Contracting Officer, or their designated representative, and to authorities having jurisdiction when they so direct.
- C. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.
- D. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction.

### SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

- A. Use water and electric power from Owner's existing system without metering and without payment of use charges.
- B. Heating and Cooling Equipment: Provide temporary heating and cooling required for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed, and that is self-contained with thermostatic control.
- 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

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- C. General: Arrange with utility company, Owner, and existing users for time if service must be interrupted.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- F. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations. Coordinate location(s) with Owner.
- G. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction. Coordinate location with Owner.
- H. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- I. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- J. Provide temporary enclosures for protection of construction and workers from inclement weather and for containment of heat.
- K. Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- L. Furnish and install site enclosure fence, if required, in a manner that will prevent people and animals from easily entering site except by entrance gates.
- M. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.
- N. Remove temporary facilities and controls no later than Substantial Completion.

### SECTION 01 60 00 PRODUCT REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitution and Comparable Product Requests:
  - 1. Submit requests within 10 days after the Notice to Proceed.
  - 2. Do not submit unapproved substitutions or products on Shop Drawings or other submittals.
  - 3. Identify product to be replaced and show compliance with requirements. Include a detailed comparison of significant qualities of proposed substitution with those of the basis-of-design or Work specified.
- C. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- D. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- E. Unless otherwise indicated, provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

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- F. Product Selection Procedures:
  - 1. All manufacturers and products listed are done so as to establish a basis of design and quality. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- G. Unless otherwise indicated, the Contracting Officer, or their designated representative, will select color, pattern, and texture of each product from manufacturer's full range of standard options.

### SECTION 01 70 00

#### EXECUTION AND CLOSEOUT REQUIREMENTS

- A. **Record Drawings:** Maintain a set of prints of the Contract Drawings as Record Drawings. Mark to show actual installation where installation varies from that shown originally.
- B. **Operation and Maintenance Data:** Submit three copies of manual. Organize data into three-ring binders with Project identification on front and spine of each binder, and envelopes for folded drawings. Include the following in tabbed sections:
  - 1. Table of Contents.
  - 2. General Contractor name, phone number and contact person.
  - 3. Subcontractor names, phone numbers, and contact persons.
  - 4. Copies of approved Shop Drawings.
  - 5. Manufacturer's operation and maintenance documentation.
  - 6. Wiring diagrams.
  - 7. Copies of warranties.
    - a. 1-Year (from date of Certificate of Substantial Completion or Owners written Final Approval) Contractor's Warranty Certification.
    - b. All Manufacturer's Warranty Certifications (for all material and equipment warranted/guaranteed beyond 1 year of the date of Certificate of Substantial Completion or Owners written Final Approval).
  - 8. Other information on installed materials or equipment that will be required to maintain or sustain the Project.
- C. The Contractor shall review means, methods, techniques, sequences and procedures indicated in the Contract Documents either directly or by reference to standards or manufacturer's instructions; and advise the Contracting Officer, or their designated representative, (1) if the specified procedure deviates from good construction practice, (2) if following the procedure will affect warranties including the Contractor's general warranty, or (3) of objections the Contractor may have to the procedure and propose alternative procedures the Contractor will warrant.
- D. Examine substrates and conditions for compliance with manufacturer's written requirements. Proceed with installation only after unsatisfactory conditions have been corrected.
- E. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- F. Do not scale the Drawings. Follow indicated dimensions. In case of discrepancy in the figures, bring the matter to the attention of the Contracting Officer, or their designated representative, for interpretation before proceeding with the Work.
- G. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.
- H. Unless specifically identified, the terms "repair, replace, repair or replace" shall mean repair in a workmanlike manner, and "install or furnish and install", shall be understood to mean "Furnish all material required and Install".

# LUCAS METROPOLITAN HOUSING AUTHORITY

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- I. 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.
  - 2. Extend finishes to adjoining construction to 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. All exterior patching shall be weathertight.
  - 5. Protect in-place construction during cutting and patching to prevent damage.
- J. Temporary Support: Provide temporary support of work to be cut.
- K. Do not cut structural members or operational elements without prior written approval of the Contracting Officer, or their designated representative.
- L. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- M. Installation General: Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned with other portions of the Work. Clean exposed surfaces and protect from damage.
- N. Maintenance: The following site maintenance shall be performed for the entire duration of the construction/renovation process.
  - 1. Clean Project site and work areas daily, including common areas.
- O. Complete cleaning operations before requesting inspection for certification of Substantial Completion.
  - 1. The Project shall be turned over in "move-in" condition.
- P. Submit a written request for inspection for Substantial Completion.
- Q. When items must be completed or corrected, request inspection for Final Completion/Approval, once the following are complete:
  - 1. Submit a signed copy of the inspection Punch List stating that each item has been completed or otherwise resolved for acceptance.
  - 2. Submit all final waivers (Contractor's Release and Certification), final Certificate for Payment, wage reports, Final Wage Payment Affidavit, warranties, consent of Surety (if applicable), and other outstanding items.
  - 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- R. The Contracting Officer, or their designated representative, will approve the Contractor's final Certificate for Payment after inspection and receipt of required items and training, or will advise Contractor of items that must be completed or corrected before certificate will be issued and final payment will be released.



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# LUCAS METROPOLITAN HOUSING AUTHORITY

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## DIVISION 02 – EXISTING CONDITIONS

### SECTION 02 4119

#### SELECTIVE STRUCTURE DEMOLITION

- A. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- D. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- E. Locate, identify, shut off, disconnect, and cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
- F. Survey of Existing Conditions: It is recommended that the Contractor record existing conditions by use of preconstruction photographs or preconstruction videotapes.
- G. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- H. 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 or construction being demolished.
- I. Protect existing finish work that is to remain.



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# LUCAS METROPOLITAN HOUSING AUTHORITY

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## DIVISION 06 – WOOD, PLASTICS & COMPOSITES

### SECTION 06 10 53

#### MISCELLANEOUS ROUGH CARPENTRY

- A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.
- B. Dimension Lumber: Maximum Moisture Content: 19 percent.
  - 1. Framing: Construction, Stud, or better.
- C. Concealed Boards: Hem-fir or hem-fir (north), Construction or 2 Common: NLGA, WCLIB, or WWPA; Spruce-pine-fir (south) or spruce-pine-fir, Construction or 2 Common: NeLMA, NLGA, WCLIB, or WWPA; with 19 percent maximum moisture content.
- D. Miscellaneous Lumber: Construction, or No. 2 grade with 19 percent maximum moisture content of any species. Provide for nailers, blocking, and similar members.
  - 1. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
  - 2. Nailers and plates used in conjunction with roofing systems to be Structural No. 2 grade or better, and of Southern Pine, Douglas Fir, or other approved species.
  - 3. Nailers and plates shall be anchored to resist a minimum force of 200 pounds per lineal foot in any direction, unless requirements of roof system, accessory, specialty manufacturer's, authorities having jurisdiction, or current Factory Mutual Loss Prevention Data Sheet 1-49, are more stringent.
- E. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, in area of high relative humidity, or anywhere fasteners are used with preservative treated material, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.
- F. Metal Framing Anchors: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
- G. Securely attach miscellaneous rough carpentry to substrates, complying with Table 2304.9.1, "Fastening Schedule," in the Ohio Building Code, most recent edition.

### SECTION 06 16 00

#### SHEATHING

- A. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.
- B. Combination Subfloor-Underlayment:
  - 1. Plywood Combination Subfloor-Underlayment: DOC PS 1, Exposure 1, Underlayment single-floor panels.
  - 2. Oriented-Strand-Board Combination Subfloor-Underlayment: Exposure 1 single-floor panels.
- C. Subflooring:
  - 1. Plywood Subflooring: Exposure 1 single-floor panels or sheathing.
  - 2. Oriented-Strand-Board Subflooring: Exposure 1.
- D. Underlayment:
  - 1. Plywood Underlayment for Resilient Flooring: DOC PS 1, Exposure 1 Underlayment with fully sanded face.
- E. Adhesives for Field Gluing Panels to Framing: APA AFG-01.



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- F. Securely attach to substrates, complying with Table 2304.9.1, "Fastening Schedule," in the "Ohio Building Code."
- G. Fastening Methods:
  - 1. Combination Subfloor-Underlayment:
    - a. Glue and nail to wood framing.
  - 2. Subflooring:
    - a. Glue and nail to wood framing.
  - 3. Underlayment:
    - a. Nail to subflooring.

### SECTION 06 40 23

#### INTERIOR ARCHITECTURAL WOODWORK

- A. Quality Standard: Architectural Woodwork Institute's "Architectural Woodwork Quality Standards."
- B. Coordination: Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.
- C. Interior Standing and Running Trim for Transparent Finish (All areas, except vinyl floor base and Bathroom window trim): Custom grade, made from clear eastern white pine, sugar pine, or western white pine, with **no** finger joints.
  - 1. Profile: MW 327, to match existing.
- D. Interior Frames and Jambs for Transparent Finish: Custom grade, made from plain sliced (flat sliced) select white birch or clear eastern white pine, sugar pine, or western white pine, with **no** finger joints.
- E. **Solid-Surfacing Material Window Stools:** Custom grade, 1/2 inch thick.
  - 1. Fabricate in one piece.
- F. Closet and Utility Shelving:
  - 1. Grade: Custom.
  - 2. Shelf Material: 3/4-inch solid lumber or veneer-faced panel product with solid-lumber edge.
  - 3. Cleats: 3/4-inch solid lumber.
  - 4. Clothes Rods: 1-5/16-inch- diameter, chrome-plated steel telescoping tubes with end brackets for mounting on shelf cleats.
- G. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- H. Install woodwork to comply with referenced quality standard for grade specified.
- I. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Fasten with countersunk concealed fasteners and blind nailing. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork.
- J. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 36 inches long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

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### DIVISION 07 – THERMAL AND MOISTURE PROTECTION

#### SECTION 07 21 00 THERMAL INSULATION

- A. Surface-Burning Characteristics: ASTM E 84, and as follows:
  - 1. Flame-Spread Index: 25 or less where exposed, unless otherwise indicated.
  - 2. Smoked-Developed Index: 450 or less.
- B. Fire-Resistance Ratings: ASTM E 119, where insulation is part of a fire-resistance-rated assembly.
- C. Unfaced, Slag-Wool-Fiber/Rock-Wool-Fiber Board (Safing) Insulation: ASTM C 612, maximum flame-spread and smoke-developed indexes of 15 and 0, respectively; passing ASTM E 136 for combustion characteristics; and of nominal density and thermal resistivity required by the fire-rated joint of which it is a part.
- D. Mineral-Fiber-Blanket Insulation (Exterior Wall Insulation): ASTM C 665, Type I, unfaced with fibers manufactured from glass, with flame-spread index of 25 or less.
  - 1. Where glass-fiber blanket insulation is indicated by the following thicknesses, provide blankets in batt or roll form with thermal resistances indicated:
    - a. 3-5/8 inches thick with a thermal resistance of 13 deg F x h x sq. ft./Btu at 75 deg F, unless otherwise required by authorities having jurisdiction.
- E. Glass-Fiber Loose-Fill Insulation (Ceiling/Attic Insulation): ASTM C 764, Type 1, pneumatic or Type 2, poured application, with flame-spread index of 25 or less.
  - 1. Install as required to provide a thermal resistance of 38 deg F x h x sq. ft./Btu at 75 deg F, unless otherwise required by authorities having jurisdiction.
- F. Vapor Retarder (All Ceilings and Exterior Walls): Provide polyethylene, 6 mils thick, minimum, with pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
- G. Eave Ventilation Troughs: Provide preformed, rigid fiberboard or plastic sheets designed to fit between roof framing members and to provide cross-ventilation between attic spaces and vented eaves.
- H. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- I. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.
- J. Install insulation in areas and in thicknesses indicated or required to produce R-values indicated. Cut and fit tightly around obstructions and fill voids with insulation.
- K. Except for loose-fill insulation and insulation that is friction fitted in stud cavities, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- L. Water-Piping Coordination: If water piping is located within insulated exterior walls, coordinate location of piping to ensure that it is placed on warm side of insulation and insulation encapsulates piping.
- M. Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage. Locate seams at framing members, overlap, and seal with tape.

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### SECTION 07 92 00 - JOINT SEALANTS

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
  - 1. Colors of Exposed Joint Sealants: Standard colors matching surrounding surfaces, unless otherwise indicated or directed by Owner.
- B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- D. Sealants
  - 1. Sealant for General Exterior Use Where Another Type Is Not Specified: Single-component, nonsag latex sealant, ASTM C 920, Type S; Grade NS; Class 25, with movement capability of +/- 50%; Uses Related to Exposure: NT; and Uses Related to Joint Substrates: M, A, and O.
    - a. Basis-of-Design Product: DAP Dynaflex 230 Premium Indoor/Outdoor Latex Sealant.
  - 2. Interior Joints in Kitchens, Toilet Rooms (Except as Otherwise Indicated) and Around Plumbing Fixtures: Single-component, mildew-resistant silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses Related to Exposure: NT; Uses Related to Joint Substrates: M, G, A, and O; formulated with fungicide.
    - a. Basis-of-Design Product: DAP 3.0 Kitchen, Bath and Plumbing High Performance Sealant
  - 3. Sealant for General Interior Use Where Another Type Is Not Specified: Single-component, nonsag latex sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses Related to Exposure: NT; and Uses Related to Joint Substrates: M, A, and O.
    - a. Basis-of-Design Product: DAP Dynaflex 230 Premium Indoor/Outdoor Latex Sealant.
- E. Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer.
- F. Provide primers recommended by joint-sealant manufacturer for adhesion of sealant to joint substrates indicated.
  - 1. Prime all joint substrates where the sealant manufacturer produces a primer for that substrate.
- G. Comply with ASTM C 1193.
- H. Tool nonsag sealants immediately after sealant application and before skinning or curing begins to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

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### DIVISION 08 – OPENINGS

#### SECTION 081113 HOLLOW METAL FRAMES

- A. Standard hollow metal frames.
- B. Standard Hollow Metal Quality Standard: ANSI/SDI A250.8.
- C. Standard Hollow Metal Frames:
  - 1. Exterior Frames (Unit Entry Door): Metallic-coated steel sheet; knocked down.
    - a. Basis-of-Design Product: The design for hollow metal door frames is based on Dunbarton Door & Entry products; Rediframe Door Frames. Subject to compliance with requirements, provide the named product or a comparable product approved by the Owner.
    - b. Exterior Door: 18 gage galvanized (A40) steel to ASTM A653.
- D. Finishes: Factory-applied paint.
  - 1. Color: As selected by Owner.

#### SECTION 08 14 16 FLUSH WOOD DOORS

- A. Quality Standard: In addition to requirements specified, comply with WDMA I.S.1-A.
- B. Door Construction, General:
  - 1. Standard Duty: Closets, Bathroom, Bedroom, and where indicated.
- C. Doors for Transparent Finish:
  - 1. Interior Hollow-Core Doors: Custom grade, seven-ply, Standard hollow cores with lock blocks both sides.
    - a. Faces: Grade A rotary-cut select white birch.
- D. Factory fit doors to suit frame-opening sizes indicated and to comply with clearances specified.
- E. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3.
- F. Install doors to comply with manufacturer's written instructions, the referenced quality standard, and as indicated.
- G. Clearances: As follows, unless otherwise indicated:
  - 1. 1/8 inch at heads, jambs, and between pairs of doors.

#### SECTION 08 16 00 COMPOSITE DOORS

- H. Standard Composite Entry Doors:
  - 1. Performance: Water penetration guidelines, ASTM E331; air infiltration guidelines, ASTM E283; physical endurance guidelines, ANSI A151.1 / level C.
  - 2. Design: Embossed 6 panel, to match existing.
  - 3. Finish: Match existing.
  - 4. Thermal-Rated Doors: Exterior.
  - 5. Exterior Doors: Fiberglass sheet faces.
  - 6. Basis-of-Design Product: The design for composite doors is based on Masonite International Corporation products; Belleville® Smooth Fiberglass Entry Doors. Subject to compliance with requirements, provide the named product or a comparable product approved by the Owner.

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- I. Standard Composite Sliding Doors:
  - 1. Design: Match existing.
  - 2. Finish: Match existing.
  - 3. Glazing: 3/4" Low-e, argon filled, fully tempered, insulating units.
  - 4. Frame: Insulated.
  - 5. Basis-of-Design Product: The design for composite doors is based on Integrity Windows and Door products; All Ultrex Sliding Patio Door. Subject to compliance with requirements, provide the named product or a comparable product approved by the Owner.
    - a. Provide and install auxiliary floor lock.
    - b. Provide screen.
  
- J. Standard Composite Storm Doors:
  - 1. Design: Match existing.
  - 2. Finish: Match existing.
  - 3. Hardware and Frame: Match existing.
  - 4. Basis-of-Design Product: The design for composite doors is based on LARSON products; Villager, White, High-View, Tempered Glass, Wood Core, Standard Half Screen Storm Door. Subject to compliance with requirements, provide the named product or a comparable product approved by the Owner.
    - a. Provide screen.

### SECTION 08 54 00 COMPOSITE WINDOWS

- A. Engineering design of composite windows by Contractor/Supplier.
- B. Quality Standard: AAMA/WDMA 101/I.S.2/NAFS.
- C. Window Warranty:
  - 1. Glazing: 10 years.
  - 2. Non-glazing Components: 10 years.
  - 3. Finish: 10 years.
- D. Standard Composite Windows:
  - 1. Type: Casement and Fixed, to match existing.
  - 2. Design: Match existing.
  - 3. Basis-of-Design Product: The design for composite doors is based on Integrity Windows and Door products; All Ultrex Windows. Subject to compliance with requirements, provide the named product or a comparable product approved by the Owner.
- E. Finishes: Baked on acrylic urethane.
  - 1. Color: White, to match existing.
- F. Glazing: Factory glazed.
  - 1. Glass: Clear, insulating, argon filled, with low-E coating.
  - 2. Glazing System: Manufacturer's standard.
- G. Hardware: Power coated, where exposed.
  - 1. Color: Manufacturer's standard.
  - 2. Casement windows to have interconnected locks.
- H. Insect Screens: Tubular aluminum frame with manufacturer's standard finish.
  - 1. Screen: Glass-fiber-mesh fabric.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

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- I. Accessories: Aluminum dividers (false muntins).
  - 1. Pattern: Match existing.

### SECTION 08 7100 DOOR HARDWARE

- A. Coordination: Distribute door hardware templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Hinges:
  - 1. Stainless-steel hinges with stainless-steel pins for exterior.
  - 2. Nonremovable hinge pins for exterior exposure.
  - 3. 3 hinges for 1-3/4-inch- thick doors 90 inches or less in height; 4 hinges for doors more than 90 inches in height.
- C. Locksets and Latchsets:
  - 1. Lever handles on locksets and latchsets.
  - 2. Basis-of-Design Products (Except Entry Door): Kwikset Delta.
- D. Key locks to Owner's existing master-key system.
  - 1. Cylinders with six-pin tumblers and removable (IR) cores.
- E. Provide wall stops or floor stops for doors.
- F. Miscellaneous: Provide the following miscellaneous hardware where not included in other sections.
  - 1. Door gasketing/weatherstripping for exterior doors.
  - 2. Thresholds and bottom seals for exterior doors.
- G. Provide hardware finishes as follows:
  - 1. Hinges: Matching finish of lockset/latchset.
  - 2. Locksets, Latchsets, and Exit Devices: Match existing.
  - 3. Other Hardware: Matching finish of lockset/latchset.
- H. Steel Doors and Frames: Comply with DHI A115 Series.
  - 1. Surface-Applied Door Hardware: Drill and tap doors and frames according to ANSI A250.6.
- I. Wood Doors: Comply with DHI A115-W Series.
- J. Mount hardware in locations recommended by the Door and Hardware Institute unless otherwise indicated.
- K. HARDWARE SCHEDULE
  - 1. Hardware Set No. #1 (Front Entry):
    - a. Hinges.
    - b. Interconnected entry lock (F95), clean and reuse existing lockset.
    - c. Door viewer.
    - d. Threshold and weather stripping.
    - e. Double hinge stops.
  - 2. Hardware Set No. #2 (Front Entry Closet, Linen Closet, and Bedroom):
    - a. Hinges.
    - b. Bored passage or closet latch (F75).
    - c. Stop.

# LUCAS METROPOLITAN HOUSING AUTHORITY

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## Richmar Manor – Unit #15 Fire Restoration

3. Hardware Set No. #3 (Bathroom):
  - a. Hinges.
  - b. Bored privacy, bedroom or bath lock (F76).
  - c. Stop.
4. Hardware Set No. #4 (Bedroom Closet):
  - a. Bi-passing sliding door set including overhead track (with valence/cover), hangers, floor guide, flush pulls, and wall bumpers/protectors.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

### DIVISION 09 – FINISHES

#### SECTION 09 29 00 GYPSUM BOARD

- A. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Provide 1/2 inch thick board for walls and 5/8 inch for ceilings, unless otherwise indicated.
- C. Interior Gypsum Board: ASTM C 36/C 36M or ASTM C 1396/C 1396M, in thickness indicated, with manufacturer's standard edges.
  - 1. 1/2" or 5/8", as required by intersecting construction, regular type unless otherwise indicated.
  - 2. Fire-Resistance-Rated Assemblies (FR DW): 5/8" Type X or C as required by assembly.
  - 3. Ceilings: 5/8" Type X Fire-Resistant type.
  - 4. Bathrooms and Wet Areas (M&M DW): Moisture- and mold-resistant type.
    - a. Provide Type X or C where part of a fire rated assembly.
- D. Trim Accessories: Complying with ASTM C 1047, unless otherwise indicated:
  - 1. Interior: Galvanized or aluminum-coated steel sheet, or rolled zinc.
    - a. Plastic may be used in wet locations.
- E. Sound-Attenuation Blankets: ASTM C 665, Type I (unfaced).
- F. Vapor Retarder: As specified in Division 07 Section "Thermal Insulation."
- G. Install gypsum board to comply with ASTM C 840.
  - 1. Isolate gypsum board assemblies from abutting structural and masonry work. Provide edge trim and acoustical sealant.
- H. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.
- I. Finishing Gypsum Board: ASTM C 840.
  - 1. At concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies, provide Level 1 finish: Embed tape at joints.
  - 2. Unless otherwise indicated, provide Level 4 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges.
- J. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns.
  - 1. Ceilings to receive a Knockdown finish.
  - 2. All walls other than the Kitchen and Bathroom to receive a light orange peel.

#### SECTION 09 65 13 RESILIENT BASE AND ACCESSORIES

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. Wall Base (Provide Resilient Base for all Vinyl Floors):
  - 1. ASTM F 1861, Type TP (rubber, thermoplastic).
  - 2. Style: Cove (base with toe) for hard surface flooring, unless otherwise indicated.
  - 3. Minimum Thickness: 0.125 inch.
  - 4. Height: 4 inches, except as otherwise indicated or required.



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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

5. Finish: As selected.
  6. Color and Pattern: As selected.
- C. Resilient Accessories:
1. Material: Rubber.
  2. Description: Transition strips.
  3. Colors and Patterns: As selected.
- D. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement- or blended hydraulic cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- E. Adhesives: Water-resistant type recommended by manufacturer to suit products and substrate conditions.
- F. Install wall base in maximum lengths possible. Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required.
- G. Install reducer/transition strips at edges of floor coverings that would otherwise be exposed.
- H. Comply with manufacturer's written instructions for cleaning and protection of resilient products.

### SECTION 09 65 19 RESILIENT TILE FLOORING

- A. Vinyl Tile - Basis-of-Design Product: Subject to compliance with requirements, provide Traffic Master Allure 12 x 36 Vinyl Tile, or a comparable product approved by the Owner.
1. Color and Pattern: As selected by Owner.
- B. Installation Accessories:
1. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement- or blended hydraulic cement-based formulation provided or approved by flooring manufacturer for applications indicated.
  2. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated, with a VOC content of not more than 50 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24)..
- C. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- D. Comply with manufacturer's written instructions for cleaning and protection of floor tile.

### SECTION 09 68 16 SHEET CARPETING

- A. Submittals: Product Data and Samples.
- B. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Basis-of-Design Product: Subject to compliance with requirements, provide Shaw, Philadelphia 'This Is It', or a comparable product approved by the Owner.
1. Fiber Content: 100 percent continuous filament nylon.
  2. Pile Characteristic: Cut pile.
  3. Face Weight: 25.0 oz./sq. yd. excluding weight of backings.
  4. Total Weight: 55.4 oz./sq. yd. including weight of backings for finished carpet.
  5. Primary Backing: Manufacturer's standard material.
  6. Secondary Backing: Manufacturer's standard material.
  7. Width: 12 feet.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

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- D. Carpet Cushion:
  - 1. Traffic Classification: CCC Class I, moderate traffic, with moisture-resistant barrier.
- E. Tackless Carpet Stripping: Water-resistant plywood, in strips as required to match cushion thickness and that comply with CRI 104, Section 12.2.
- F. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.
- G. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects.
- H. Comply with CRI 104 and carpet and carpet cushion manufacturers' written installation instructions.
- I. Maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Bind or seal cut edges as recommended by carpet manufacturer.
- J. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer and carpet cushion manufacturer.

### SECTION 09 91 00

#### PAINTING

- A. Summary: Paint exposed surfaces, new and existing, unless otherwise indicated.
  - 1. Paint the back side of access panels and doors.
  - 2. Do not paint prefinished items, items with an integral finish, natural finishes, concealed surfaces, operating parts, and labels unless otherwise indicated.
- B. Extra Materials: Deliver to Owner 1 gal. of each color and type of finish coat paint used on Project, in containers, properly labeled and sealed.
- C. Basis-of-Design Products: Paints are based on the PPG Industries, Speedhide Primer/6-500 system. Subject to compliance with requirements, provide the named products or comparable products approved by the Owner.
- D. Material Compatibility: Provide materials that are compatible with one another and with substrates.
  - 1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- E. Provide products with VOC content acceptable to the authorities having jurisdiction.
- F. Colors: As selected by Owner.
- G. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.
- H. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
  - 1. Provide finish coats that are compatible with primers used.
    - a. Tinting: Tint undercoats to match the color of the finish coat. Tint each undercoat a lighter shade to simplify identification.
  - 2. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convactor covers, covers for finned-tube radiation, and similar components are in place.
  - 3. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces.
  - 4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
  - 5. Sand lightly between each succeeding enamel or varnish coat.

# LUCAS METROPOLITAN HOUSING AUTHORITY

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## Richmar Manor – Unit #15 Fire Restoration

6. Use brushes only for exterior painting and where the use of other applicators is not practical.
  7. Use rollers for finish coat on interior walls and ceilings.
  8. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- I. Exterior Paint Application Schedule
1. Steel: Semigloss Quick-Dry Enamel, One coat over rust-inhibitive primer.
  2. Galvanized Metal: Semigloss Latex, One coat over waterborne galvanized-metal primer.
  3. Aluminum: Semigloss Latex, Two coats over quick-drying primer for aluminum.
  4. Cementitious Trim and Panel Products (Including siding, fascias, or soffits): Semigloss Latex, One coat over latex primer.
- J. Interior Paint Application Schedule
1. Steel: Semigloss Latex, Two coats over acrylic corrosion resistant primer
  2. Galvanized Metal: Semigloss Latex, Two coats over waterborne galvanized-metal primer.
  3. Dressed Lumber (Including Architectural Woodwork and Doors):
    - a. Satin Polyurethane: Two coats over stain.
  4. Gypsum Board and Plaster:
    - a. Flat Latex (Ceilings), One coat over primer/sealer.
    - b. Eggshell Latex (Surfaces Other Than Ceilings), One coat over primer/sealer.
    - c. Semi-Gloss Latex (Bathroom, and Where Indicated), One coat over a primer/sealer.

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# LUCAS METROPOLITAN HOUSING AUTHORITY

Richmar Manor – Unit #15 Fire Restoration

## DIVISION 10 – SPECIALTIES

### SECTION 10 28 00

#### TOILET, BATH, AND LAUNDRY ACCESSORIES

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Materials:
1. Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.0312-inch minimum nominal thickness unless otherwise indicated.
  2. Brass: ASTM B 19, ASTM B 16, or ASTM B 30.
  3. Chromium Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).
  4. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
  5. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.
- C. Toilet and Bath Accessories - Basis-of-Design Products: The design for accessories is based on products by Brey-Krause, unless otherwise indicated. Subject to compliance with requirements, provide the named product or a comparable product approved by the Owner.
1. Toilet Tissue Dispenser: Model #S-4550-SS Paper holder-chrome plastic roll.
  2. Shower Curtain Rod: Model # S-1034-SS Heavy Duty Curved Shower Rod
  3. Medicine Cabinet: Zenith Model #MAA1530.
  4. Towel Bar: Model #S-4543-24-SS
  5. Towel Ring: Model #S-4544-SS
- D. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.



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# LUCAS METROPOLITAN HOUSING AUTHORITY

## Richmar Manor – Unit #15 Fire Restoration

### DIVISION 12 – FURNISHINGS

#### SECTION 12 35 30 RESIDENTIAL CASEWORK

- A. Quality Standards: Unless otherwise indicated, cabinets shall comply with KCMA A161.1 *and* HUD Severe Use standards.
- B. Exposed Materials:
1. Exposed Wood Species: Selected from Manufacturer's standard domestic hardwood species.
    - a. Finish: As selected by Owner from manufacturer's full range.
  2. Solid Wood: Clear hardwood lumber of species indicated, free of defects.
  3. Plywood: Hardwood plywood with face veneer of species indicated, with Grade A faces and Grade C backs of same species as faces.
    - a. Edge band exposed edges with minimum 1/8-inch- thick, solid-wood edging of same species as face veneer.
- C. Semiexposed Materials: Unless otherwise indicated, provide the following:
1. Solid Wood: Sound hardwood lumber, selected to eliminate appearance defects. Same species as exposed surfaces or stained to be compatible with exposed surfaces.
  2. Plywood: Hardwood plywood with Grade C faces and not less than Grade 3 backs of same species as faces. Face veneers of same species as exposed surfaces or stained to be compatible with exposed surfaces.
- D. Concealed Materials: Solid wood or plywood, of any hardwood or softwood species, with no defects affecting strength or utility.
- E. Cabinet Hardware, General: Manufacturer's standard units complying with BHMA A156.9, of type, size, style, material, and finish as selected by Owner from manufacturer's full range.
1. Pulls: Back-mounted decorative pulls.
  2. Hinges: Semiconcealed (wraparound) butt hinges for overlay doors.
  3. Drawer Guides: Epoxy-coated-metal, self-closing drawer guides; designed to prevent rebound when drawers are closed; with nylon-tired, ball-bearing rollers; and complying with BHMA A156.9, Type B05011 or B05091.
  4. Finish: As selected by Owner from manufacturer's full range.
- F. Countertop Materials:
1. Plastic Laminate: High-pressure decorative laminate complying with NEMA LD 3.
    - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) Formica Corp.
      - 2) Nevamar Company, LLC.
      - 3) Wilsonart International.
    - b. Colors, Textures, and Patterns: As selected by Owner from plastic-laminate manufacturer's full range.
- G. Cabinets - Basis of Design Product: The design for cabinets is based on Armstrong Cabinet Products; Advanta, Extreme Series. Subject to compliance with requirements, provide the named product or a comparable product approved by the Owner.
1. Door and Drawer Style: Tuscany™ Slab.
  2. Wood Species: Birch.

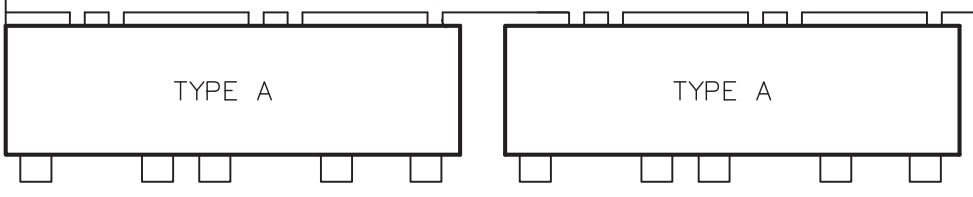
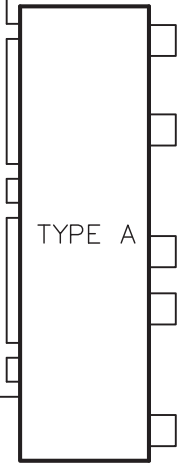
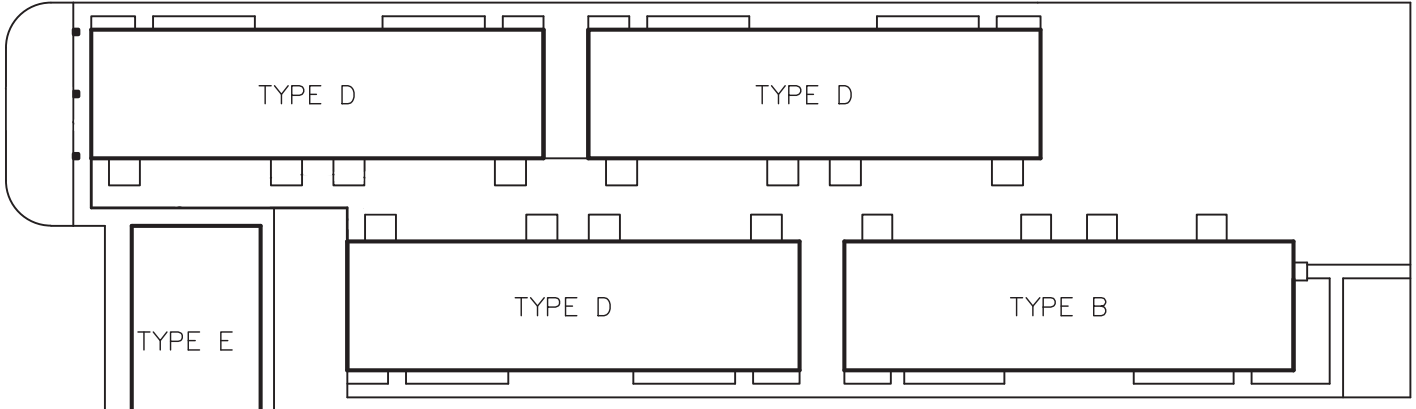
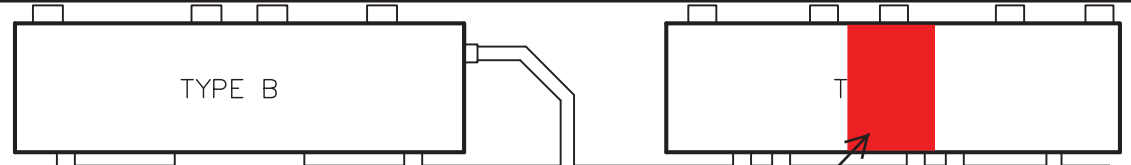
# LUCAS METROPOLITAN HOUSING AUTHORITY

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## Richmar Manor – Unit #15 Fire Restoration

- H. Plastic Laminate Countertops:
  - 1. Configuration: Provide countertops with the following front, cove (intersection of top with backsplash), backsplash, and endsplash style:
    - a. Front: Self-edge.
    - b. Backsplash: Square edge with scribe.
    - c. Endsplash: Square edge with scribe.
  - 2. Plastic-Laminate Substrate: Particleboard not less than 3/4 inch thick.
    - a. For countertops at sinks and lavatories, use Grade M-2-Exterior-Glue particleboard or exterior-grade plywood.
    - b. Build up countertop thickness to 1-1/2 inches at front, back, and ends with additional layers of particleboard laminated to top.
- I. Install cabinets according to manufacturer's recommendations, with no variations in flushness of adjoining surfaces; use concealed shims. Where cabinets abut other finished work, scribe and cut for accurate fit. Provide filler strips, scribe strips, and moldings in finish to match cabinet face.
- J. Fasten plastic-laminate countertops by screwing through corner blocks of base units into underside of countertop. Form seams using splines to align adjacent surfaces, and secure with glue and concealed clamping devices designed for this purpose.
  - 1. Provide cutouts for sinks and lavatories, including holes for faucets and accessories.
  - 2. Seal edges of cutouts by saturating with varnish.

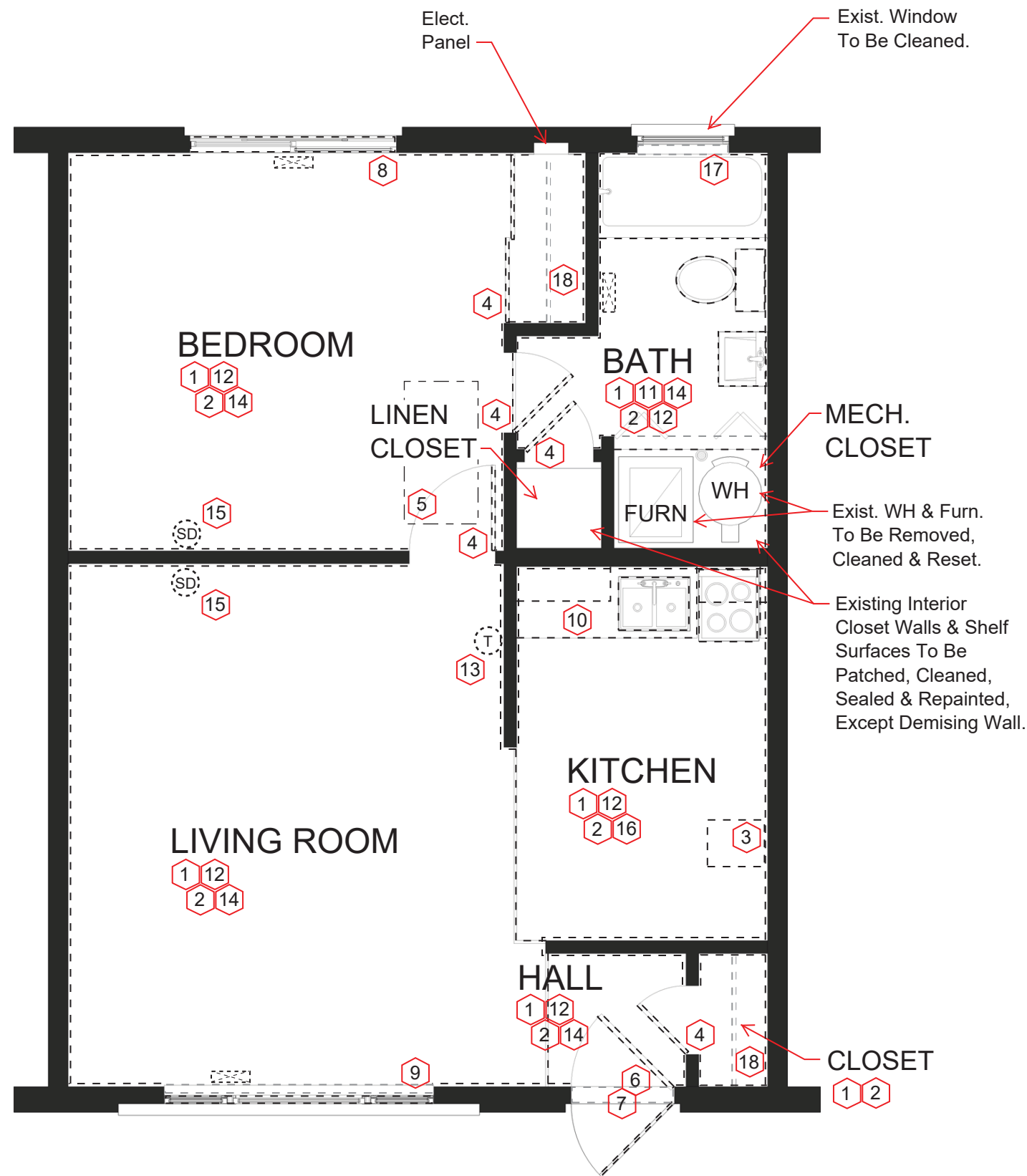
WEST ALEXIS ROAD



**KEY PLAN**  
N.T.S.







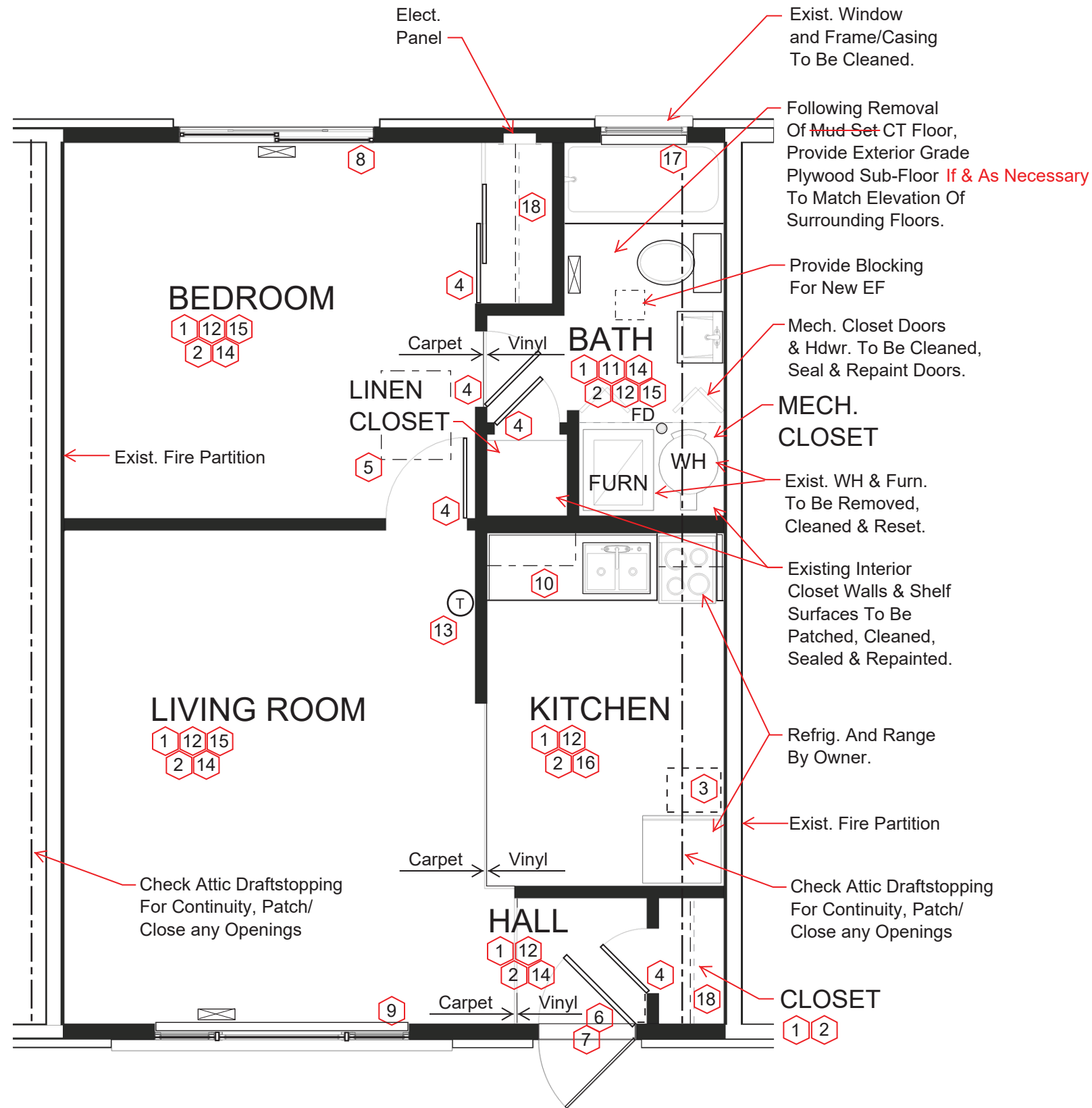
### DEMOLITION NOTES

Items for Removal & Replacement, As Specified, Unless Otherwise Indicated:

1. All Drywall and Insulation, Walls and Ceiling, Except As Indicated Otherwise;
2. Floor Covering, Baseboards, and Transition/Termination Accessories;
3. Subfloor and Underlayment (Verify Extent of Damage; Min. 4'x 4' For Base Bid);
4. Interior Door, Door Frame, Moldings and Hardware;
5. Attic Access Door (See Detail On Sht. A-2 For New Hatch);
6. Entry Door, Door Frame, Moldings and Hardware;
7. Storm Door, Door Frame, and Hardware;
8. Sliding Patio Door, Door Frame, Moldings and Hardware;
9. Window(s), Window Frame, Stool/Sill and Moldings;
10. Kitchen Countertops, Casework, Soffit, and Appliances;
11. Bathroom Fixtures and Accessories;
12. Registers & Grilles (All Existing Ductwork To Be Cleaned and Sanitized);
13. Thermostat;
14. Electrical Devices and Light Fixtures Throughout Room;
15. Smoke Detectors;
16. Elect. Devices, Light Fixtures, and Wiring Back to Source;
17. Existing Window Opening Trim and Stool/Sill.
18. Rod and Shelf.

## DEMOLITION PLAN

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



**KEY NOTES**

Items for Replacement, As Specified, Unless Otherwise Indicated or Specified:

- 1. All Drywall and Insulation, Walls and Ceiling, Except As Indicated Otherwise; All Existing Studs To Be Sealed For Odor Prior To Application Of Finishes
- 2. Floor Covering, Baseboards, and Transition/Termination Accessories
- 3. Subfloor and Underlayment (Verify Extent of Damage; Min. 4'x 4' Replacement For Base Bid)
- 4. Interior Door, Door Frame, Moldings and Hardware
- 5. Rework Exist. Attic Access (See Detail On Sht. A-2 For New 24"x 30" Hatch)
- 6. Entry Door, Door Frame, Interior Moldings, Exterior PVC Brick Moldings, and Hardware
- 7. Storm Door, Door Frame, and Hardware
- 8. Sliding Patio Door, Door Frame, Moldings and Hardware
- 9. Window(s), Window Frame, Stool/Sill, Moldings, and Curtain Rod(s)
- 10. Kitchen Countertops, Casework, Soffit, and Appliances (See Sht. A-2 for Elev's.). Sink - Dayton #D22519, w/ Wolverine Brass #EKC7311 (Aerator By Owner), & SS Baskets.
- 11. Bathroom Fixtures and Accessories (See Sht. A-2 for Elev's.). Fixtures Include: Bathtub - American Std. Cambridge #2461002.011, w/ Moen, L2363 Chateau, Chrome posi-temp tub/shower (Shower Hd. By Owner; Lav - American Std. Declyn #0321.026.020, w/ carrier & Wolverine Brass #EC01311 Faucet (Aerator By Owner); Toilet - Kohler, Wellworth Toilet Bowl, With Highline Classic Tank (By Owner), Seat By Contractor.
- 12. Registers & Grilles (All Existing Ductwork To Be Cleaned and Sanitized)
- 13. Thermostat (See Sht. E-2; Match Existing)
- 14. Electrical Devices and Light Fixtures Throughout Room (See Sht. E-2)
- 15. Smoke and Carbon Monoxide Detectors (See Sht. E-2)
- 16. Elect. Devices, Light Fixtures, and Wiring Back to Source (See Sht. E-2)
- 17. Clean Existing Window, Opening Trim, and Stool/Sill
- 18. Rod and Shelf

**WALL LEGEND**

- Existing Demising Walls (Fire Partitions) - Replacement Materials To Be Installed As Req'd. By UL U309, U340, or Eq., Inc. Mineral Fiber Sound Bd., As Applicable For Wall Type, To Maintain 1 Hr. Rating. Seal All Existing Construction To Remain Before Finishing.
- Existing Walls - Seal Existing Studs, Plates, and Blocking; Install Insulation and Vapor Retarder In/On Exterior Walls; Install Gypsum DW As Specified.

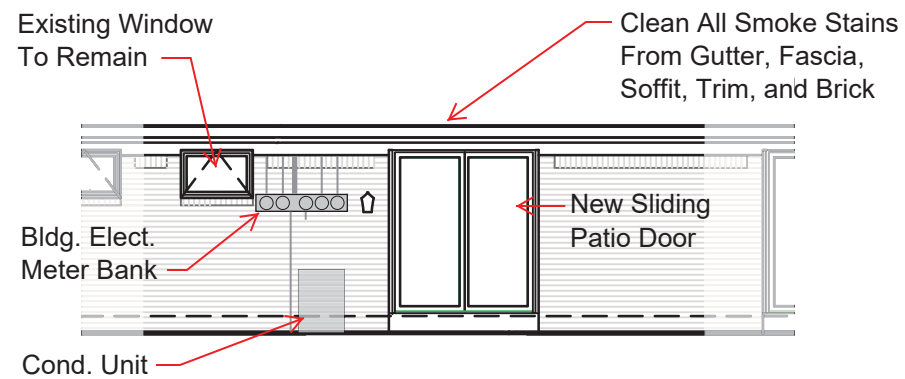
**FLOOR PLAN**

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



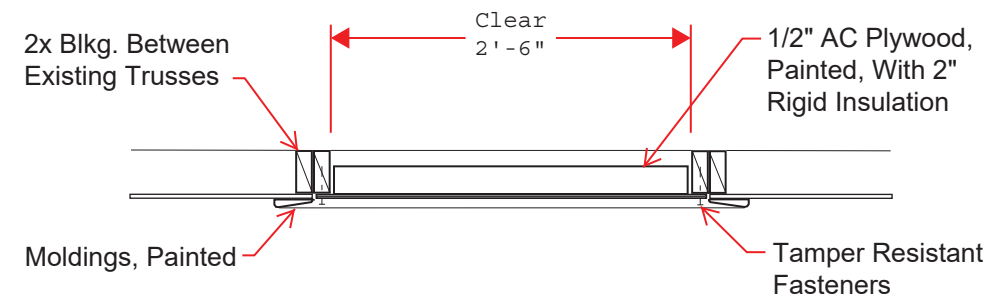
### FRONT ELEVATION

SCALE: 1/8" = 1'-0"



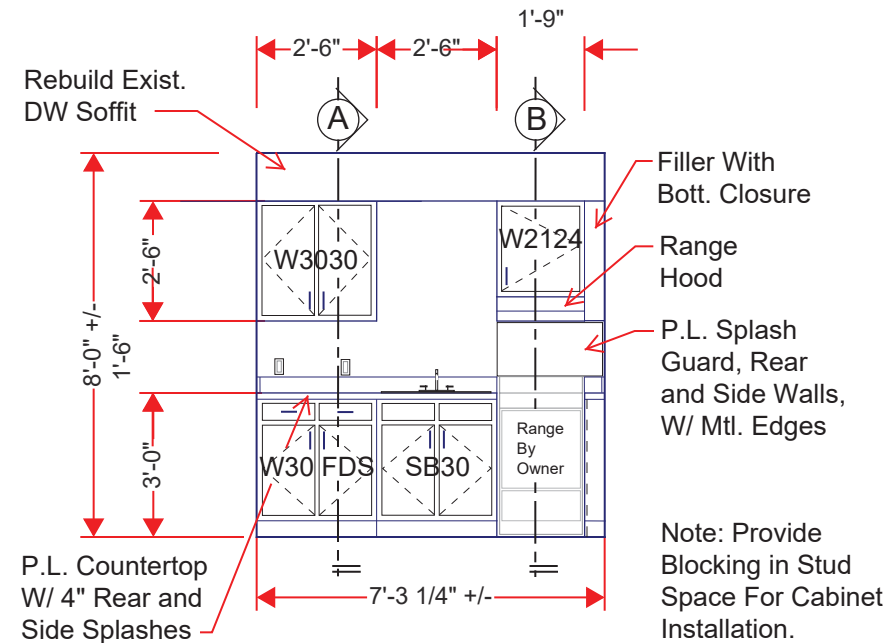
### REAR ELEVATION

SCALE: 1/8" = 1'-0"



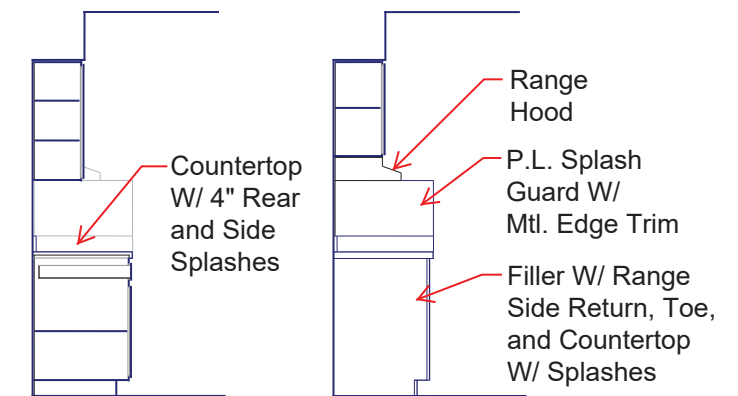
### ATTIC ACCESS DETAIL

SCALE: 3/4" = 1'-0"



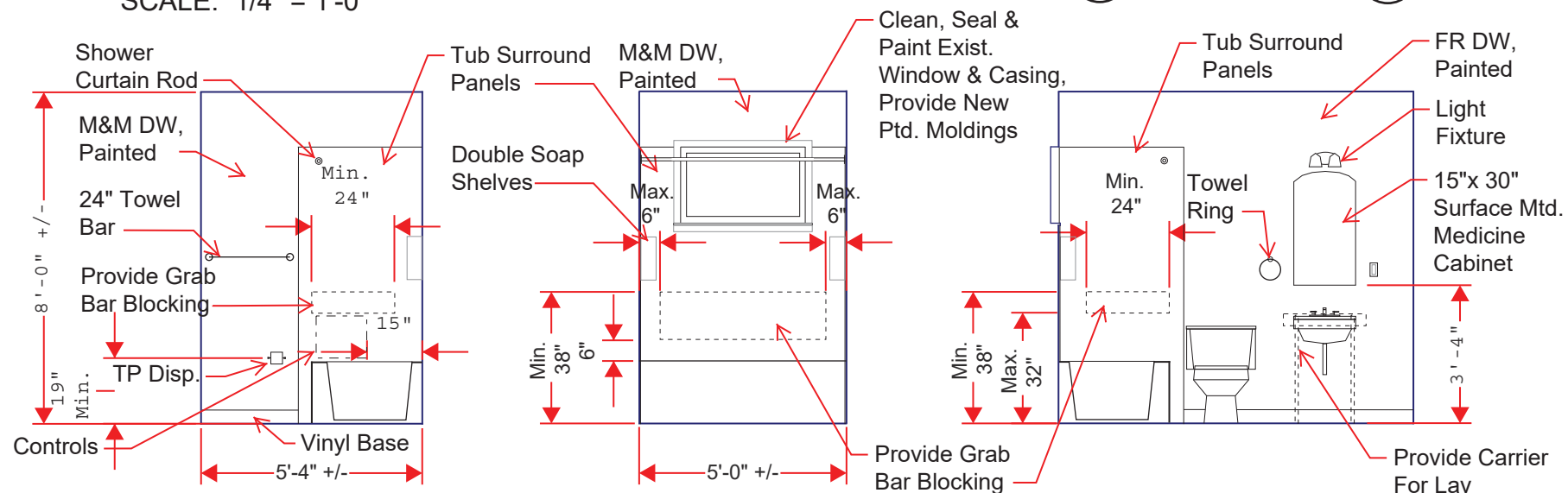
### KITCHEN ELEVATION

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



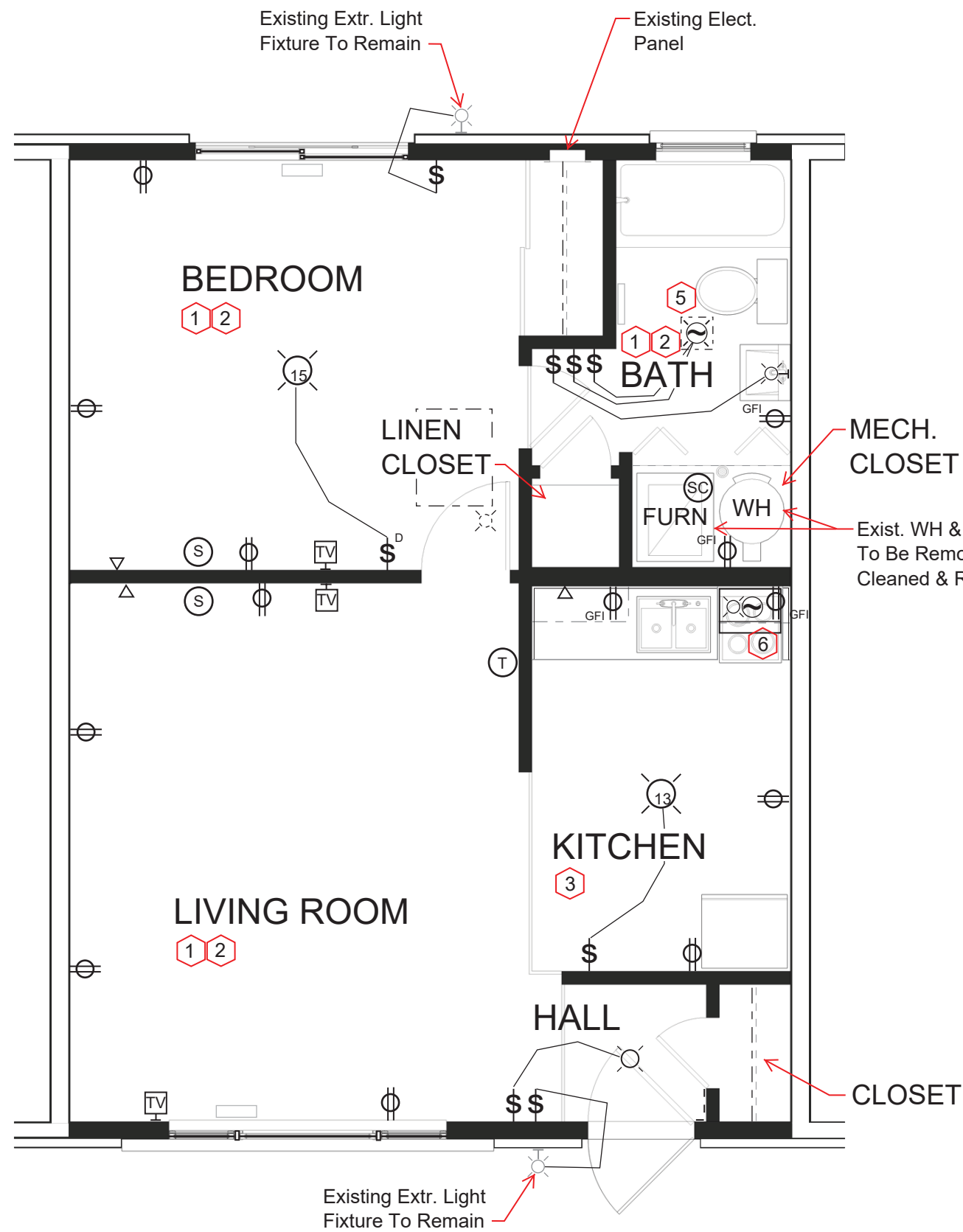
### SECT. A

### SECT. B



### BATHROOM ELEVATIONS

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



# LIGHTING & POWER PLAN

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

## KEY NOTES

Items for Replacement, As Specified, Unless Otherwise Indicated:

1. Electrical Devices and Light Fixtures Throughout Room
2. Smoke and Carbon Monoxide Detectors
3. Elect. Devices, Light Fixtures, and Wiring Back to Source
4. Clean Existing Panel and Test All Circuits
5. New Comb. EF/Light Unit, NuTone, QTXEN110FLT Fan/Light/Nightlight, or Eq., Lamps Included
6. New Range Hood With 2 Speed Fan and Light, Hard Wired To Junction Box, (Broan Undercabinet Range Hood, #412101, or Eq.) Lamp As Recommended

## LEGEND

⊕	Duplex Receptacle, Tamper Resistant	⊙ S	Smoke Detector - Hard Wired
⊕ <sup>GFI</sup>	Ground Fault Interrupt Duplex Rcpt.	⊙ SC	Smoke/Carbon Monoxide Detector - Hard Wired
Δ	Telephone Outlet	⊙ T	Thermostat (Match Existing)
TV	CATV Outlet		
\$	Toggle Switch		
\$ <sup>D</sup>	Toggle Switch With Dimmer		

*Note: All Device Covers To Be Severe Use, High Impact Nylon.*

## FIXTURE SCHEDULE

⊙ 15	Sea Gull Windgate, #75943-782, 15" (Bedroom)	(3) Sylvania 8.5 w 3500K Dimmable LED, #79684
⊙ 13	Sea Gull Windgate, #75942-782, 13" (Kitchen)	(2) Sylvania 8.5 w 3500K Dimmable LED, #79684
⊙	Sea Gull Lemont, #44317-965, Vanity (Bath)	(2) Sylvania 8.5 w 3500K Dimmable LED, #79684
⊙	Progress, #P3408-2030K9, Mushroom (Hall)	Integrated LED
⊙	New Porcelain Fixture with Receptacle and Pull Chain (Attic)	(1) Sylvania 8.5 w LED, #79684



# Design No. U340 BXUV.U340 Fire-resistance Ratings - ANSI/UL 263

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## Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of UL Certified products, equipment, system, devices, and materials.
- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

## BXUV - Fire Resistance Ratings - ANSI/UL 263

## BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

[See General Information for Fire-resistance Ratings - ANSI/UL 263](#)

[See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada](#)

## Design No. U340

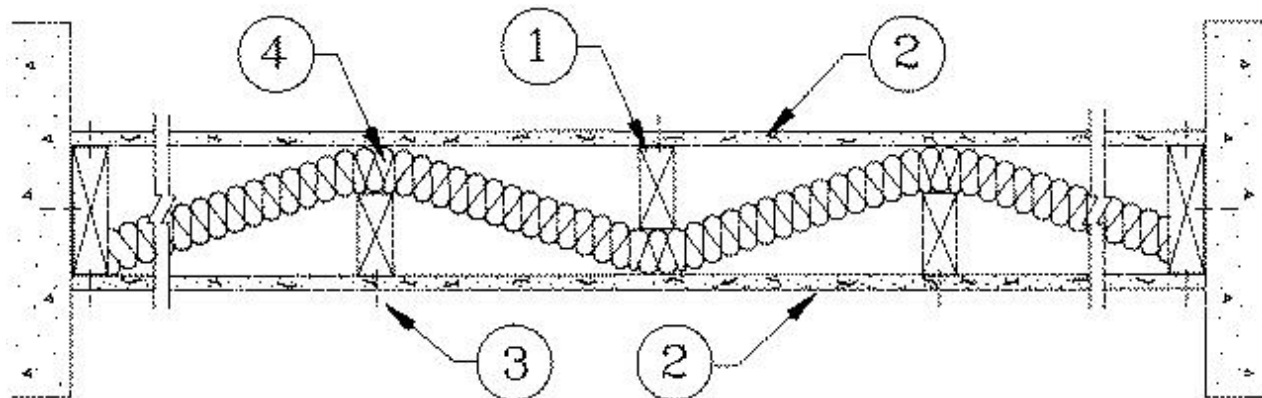
July 14, 2016

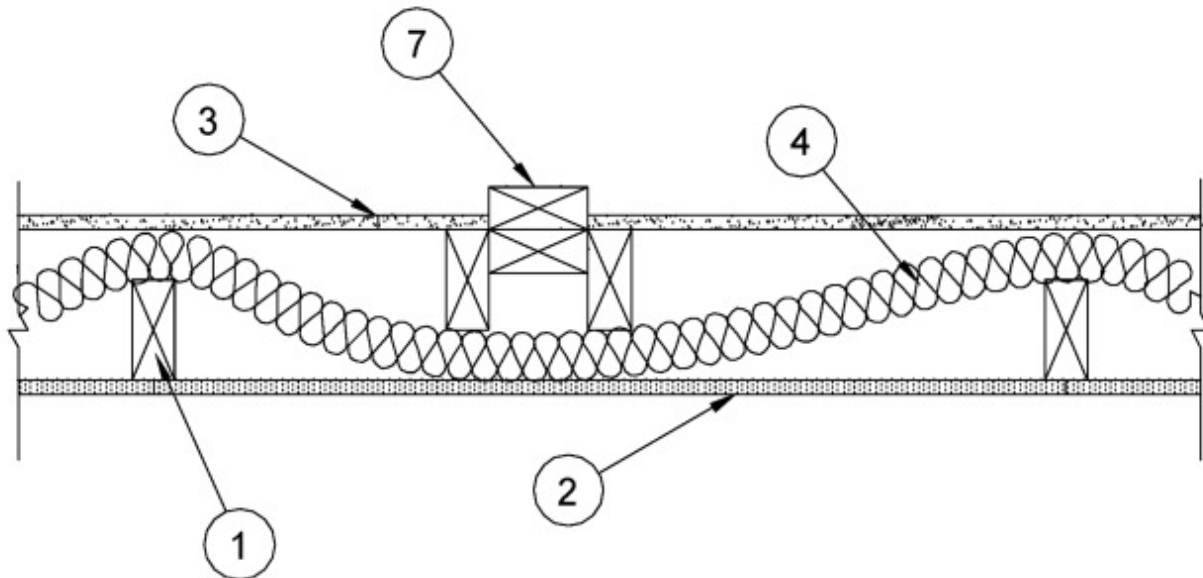
**Bearing Wall Rating – 1 Hr.**

**Finish Rating – See Item 2**

**This design was evaluated using a load design method other than the Limit States Design Method (e.g., Working Stress Design Method). For jurisdictions employing the Limit States Design Method, such as Canada, a load restriction factor shall be used – See Guide [BXUV](#) or [BXUV7](#)**

**\* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**





### HORIZONTAL SECTION

1. **Wood Studs** — Nom 2 by 4 in. alternating on opposite sides of nom 2 by 6 in. wood plates. Spaced 24 in. OC max on each side of wood plates, staggered 12 in. OC (or staggered equally if less than 24 in. OC) on opposite side.

2. **Gypsum Board\*** — 5/8 in. thick gypsum board, paper or vinyl faced with beveled, square, tapered or rounded edges. Gypsum board nailed to each stud 7 in. OC with 6d cement coated nails, 1-7/8 in. long, 0.0915 in. shank diam and 1/4 in. diam head. As an alternate, No. 6 bugle head drywall screws, 1-7/8 in. long, may be substituted for the 6d cement coated nails. When used in widths other than 48 in., gypsum board to be installed horizontally.

When **Steel Framing Members\*** (Item 5) are used, gypsum board attached to furring channels with 1 in. long Type S bugle-head steel screws spaced 12 in. OC.

**AMERICAN GYPSUM CO** — Types AG-C.

**CERTAINTED GYPSUM INC** — Type FRPC (Finish rating 20 min), Type C.

**CGC INC** — Types C, IP-X2 (Finish rating 26 min).

**CONTINENTAL BUILDING PRODUCTS OPERATING CO, L L C** — Type LGFC-C/A.

**GEORGIA-PACIFIC GYPSUM L L C** — Types 5 (Finish rating 26 min), DAPC, TG-C.

**NATIONAL GYPSUM CO** — Types FSK-C, FSW-C, FSW-G.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type C or PG-C.

**THAI GYPSUM PRODUCTS PCL** — Type C.

**UNITED STATES GYPSUM CO** — Types C, IP-X2 (Finish rating 26 min).

2A. **Gypsum Board\*** — (As an alternate to Item 2) — Nominal 5/8 in. thick, 4 ft. wide panels, applied vertically to studs and bearing plates on one side of the assembly with 1-5/8 in. long Type S screws spaced 12 in. OC at perimeter of panels and 8 in. OC in the field. Horizontal joints of vertically applied panels need not be backed by studs. Panel joints covered with paper tape and two layers of joint compound. Screwheads covered with two layers of joint compound. Batts and Blankets placed in stud cavity as described in Item 4B. Not evaluated for use with Steel Framing Members, Furring Channels or Fiber, Sprayed.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type QuietRock 530 (finish rating 23 min).

2B. **Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick gypsum panels, with beveled, square, or tapered edges, applied either horizontally or vertically. Gypsum panels fastened to framing with 1-1/4 in. long Type W coarse thread gypsum panel steel screws spaced a max 8 in. OC, with last screw 1 in. from edge of board. When used in widths of other than 48 in., gypsum boards are to be installed horizontally.

**AMERICAN GYPSUM CO** — Types AGX-1, M-Glass or AG-C

2C. **Gypsum Board\*** — (As an alternate to Item 2) — Nominal 5/8 in. thick, 4 ft. wide panels, applied vertically. Panels nailed 7 in. OC with 6d cement coated nails 1-7/8 in. long, 0.0915 in. shank diam and 15/64 in. diam heads. Horizontal joints of vertically applied panels to be backed by studs.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type QuietRock ES.

2D. **Wall and Partition Facings and Accessories\*** — (As an alternate to Item 2) — Nominal 5/8 in. thick, 4 ft. wide panels, applied vertically. Panels nailed 7 in. OC with 6d cement coated nails 1-7/8 in. long, 0.0915 in. shank diam and 15/64 in. diam heads. Horizontal joints of vertically applied panels to be backed by studs.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type QuietRock 527.

2E. **Gypsum Board\*** — (As an alternate to Item 2) — **Any 5/8 in. thick UL Classified Gypsum Board that is eligible for use in Design Nos. L501, G512 or U305** — Nom. 5/8 in. thick gypsum board, paper or vinyl faced with beveled, square, tapered or rounded edges. Gypsum board nailed to each stud 7 in. OC with 6d cement coated nails, 1-7/8 in. long, 0.0915 in. shank diam and 1/4 in. diam head. As an alternate, No. 6 bugle head drywall screws, 1-7/8 in. long, may be substituted for the 6d cement coated nails. When used in widths other than 48 in., gypsum board to be installed horizontally. Batts and Blankets placed in stud cavity as described in Item 4B.

When **Steel Framing Members\*** (Item 5) are used, gypsum board attached to furring channels with 1 in. long Type S bugle-head steel screws spaced 12 in. OC.

**ACADIA DRYWALL SUPPLIES LTD** ([View Classification](#)) — CKNX.R25370

**AMERICAN GYPSUM CO** ([View Classification](#)) — CKNX.R14196

**BEIJING NEW BUILDING MATERIALS PUBLIC LTD CO** ([View Classification](#)) — CKNX.R19374

**CERTAINTED GYPSUM INC** ([View Classification](#)) — CKNX.R3660

**CGC INC** ([View Classification](#)) — CKNX.R19751

**CONTINENTAL BUILDING PRODUCTS OPERATING CO, L L C** ([View Classification](#)) — CKNX.R18482

**GEORGIA-PACIFIC GYPSUM L L C** ([View Classification](#)) — CKNX.R2717

**LOADMASTER SYSTEMS INC** ([View Classification](#)) — CKNX.R11809

**NATIONAL GYPSUM CO** ([View Classification](#)) — CKNX.R3501

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** ([View Classification](#)) — CKNX.R7094

**PANEL REY S A** ([View Classification](#)) — CKNX.R21796

**SIAM GYPSUM INDUSTRY (SARABURI) CO LTD** ([View Classification](#)) — CKNX.R19262

**THAI GYPSUM PRODUCTS PCL** ([View Classification](#)) — CKNX.R27517

**UNITED STATES GYPSUM CO** ([View Classification](#)) — CKNX.R1319

**USG MEXICO S A DE C V** ([View Classification](#)) — CKNX.R16089

2F. **Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick gypsum panels, with beveled, square, or tapered edges, applied either horizontally or vertically. Gypsum panels fastened to framing with 1-1/4 in. long Type W coarse thread gypsum panel steel screws spaced a maximum 10 in. OC with the last two screws 4 and 1 in. from the edges of the board. When used in widths other than 48 in., gypsum panels are to be installed horizontally.

**CONTINENTAL BUILDING PRODUCTS OPERATING CO, L L C** — Type LGFC6A (finish rating 21 min), Type LGFC2A, Type LGFC-C/A, Type LGFC-WD, Type LGLLX

3. **Joints and Nailheads** — Gypsum board joints covered with tape and joint compound. Nail heads covered with joint compound. As an alternate, nom 3/32 in. thick gypsum veneer plaster may be applied to entire surface of Classified veneer baseboard. Joints reinforced.

4. **Batts and Blankets\*** — (Optional) — Any thickness glass or mineral fiber batt insulation friction-fit into stud cavities.

See **Batts and Blankets** (BZJZ) category for list of Classified companies.

4A. **Fiber, Sprayed\*** — As an alternate to Batts and Blankets (Item 4) — Spray applied cellulose material. The fiber is applied with water to completely fill the enclosed cavity in accordance with the application instructions supplied with the product with a nominal dry density of 2.7 lb/ft<sup>3</sup>. Alternate Application Method: The fiber is applied without water or adhesive at a nominal dry density of 3.5 lb/ft<sup>3</sup>, in accordance with the application instructions supplied with the product. When Item 5, 5A or 5B is used, Fiber, Sprayed shall be INS735, INS745, INS765LD or INS770LD.

**U S GREENFIBER L L C** — INS735 & INS745 for use with wet or dry application. INS510LD, INS515LD, INS541LD, INS735, INS745, INS765LD, and INS770LD are to be used for dry application only.

4B. **Batts and Blankets\*** — (Required for use with Wall and Partition Facings and Accessories, Item 2A and Gypsum Board Item 2F) — Glass fiber insulation, nom 3-1/2 in. thick, min. density of 0.80 pcf, with a flame spread of 25 or less and a smoke developed of 50 or less, friction-fitted to completely fill the stud cavities. See **Batts and Blankets** Category (BKNV) for names of manufacturers.

4C. **Fiber, Sprayed\*** — As an alternate to Batts and Blankets (Item 4) — Spray applied cellulose fiber. The fiber is applied with water to completely fill the enclosed cavity in accordance with the application instructions supplied with the product. The minimum dry density shall be 4.30 lbs./ft<sup>3</sup>.

**INTERNATIONAL CELLULOSE CORP** — Celbar-RL

5 **Steel Framing Members\*** — (Optional, Not Shown) — Furring channels and Steel Framing Members as described below:

A. **Furring Channels** — Formed of No. 25 MSG galv steel. 2-9/16 in. or 2-23/32 in. wide by 7/8 in. deep, spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item B. Ends of adjoining channels are overlapped 6 in. and tied together with double strand of No. 18 SWG galv steel wire near each end of overlap. As an alternate, ends of adjoining channels may be overlapped 6 in. and secured together with two self-tapping #6 framing screws, min. 7/16 in. long at the midpoint of the overlap, with one screw on each flange of the channel. Gypsum board attached to furring channels as described in Item 2.

B. **Steel Framing Members\*** — Used to attach furring channels (Item A) to studs (Item 1) . Clips spaced 48 in. OC., and secured to studs with No. 8 x 2-1/2 in. coarse drywall screw through the center grommet. Furring channels are friction fitted into clips. RSIC-1 clip for use with 2-9/16 in. wide furring channels. RSIC-1 (2.75) clip for use with 2-23/32 in. wide furring channels.

**PAC INTERNATIONAL L L C** — Types RSIC-1, RSIC-1 (2.75).

5A. **Steel Framing Members\*** — (Optional, Not Shown) — Furring channels and Steel Framing Members as described below:

A. **Furring Channels** — Formed of No. 25 MSG galv steel. 2-3/8 in. wide by 7/8 in. deep, spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Ends of adjoining channels are overlapped 6 in. and tied together with double strand of No. 18 SWG galv steel wire near each end of overlap. As an alternate, ends of adjoining channels may be overlapped 6 in. and secured together with two self-tapping #6 framing screws, min. 7/16 in. long at the midpoint of the overlap, with one screw on each flange of the channel. Gypsum board attached to furring channels as described in Item 2.

B. **Steel Framing Members\*** — Used to attach furring channels (Item A) to studs. Clips spaced 48 in. OC. Genie clips secured to studs with No. 8 x 1-1/2 in. coarse drywall screw through the center hole. Furring channels are friction fitted into clips.



**PLITEQ INC** — Type Genie Clip

**5B. Steel Framing Members\*** — (Optional, Not Shown) — Furring channels and Steel Framing Members as described below:

**A. Furring Channels** — Formed of No. 25 MSG galv steel. Spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Ends of adjoining channels overlapped 6 in. and secured together with four self-tapping No. 8x1/2 Self Drilling screws (2 per side 1 in. and 4 in. from overlap edge). Gypsum board attached to furring channels as described in Item 2. Side joint furring channels shall be attached to studs with RESILMOUNT Sound Isolation Clips - Type A237R located approximately 2 in. from each end of length of channel. Both Gypsum Boards at side joints fastened into channel with screws spaced 8 in. OC, approximately 1/2 in. from joint edge.

**B. Steel Framing Members\*** — Used to attach furring channels (Item 5BA) to studs. Clips spaced 24 in. OC., and secured to studs with No. 10 x 2-1/2 in. coarse drywall screw through the center hole. Furring channels are friction fitted into clips.

**STUDCO BUILDING SYSTEMS** — RESILMOUNT Sound Isolation Clips - Type A237R

**6. Furring Channel** — Optional — Not Shown — For use on one side of the wall with Item 2B - Resilient channels, 25 MSG galv steel, spaced vertically 24 in. OC, flange portion screw attached to one side of studs with 1-1/4 in. long diamond shaped point, double lead Phillips head steel screws.

**7. Non-Bearing Wall Partition Intersection** — (Optional) — Two nominal 2 by 4 in. stud or nominal 2 by 6 in. stud nailed together with two 3in. long 10d nails spaced a max. 16 in. OC. vertically and fastened to one side of the minimum 2 by 4 in. stud with 3 in. long 10d nails spaced a max 16 in. OC. vertically. Intersection between partition wood studs to be flush with the 2 by 4 in. studs. The wall partition wood studs are to be framed by with a second 2 by 4 in. wood stud fastened with 3 in. long 10d nails spaced a max. 16 in. OC. vertically. Maximum one non-bearing wall partition intersection per stud cavity. Non-bearing wall partition stud depth shall be at a minimum equal to the depth of the bearing wall.

**8. Wall and Partition Facings and Accessories\*** — (Optional, Not Shown) — Nominal 1/2 in. thick, 4 ft. wide panels, for optional use as an additional layer on one or both sides of the assembly. Panels attached in accordance with manufacturer's recommendations. When the QR-500 or QR-510 panel is installed between the wood framing and the UL Classified gypsum board, the required UL Classified gypsum board layer(s) is/are to be installed as indicated as to fastener type and spacing, except that the required fastener length shall be increased by a minimum of 1/2 in. Not evaluated or intended as a substitute for the required layer(s) of UL Classified Gypsum Board.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type QuietRock QR-500 and QR-510

**9. Mineral and Fiber Board\*** — (Optional, Not Shown) — For use with Items 9A-9D — For optional use as an additional layer on one side of wall. Nom 1/2 in. thick, 4 ft. wide with long dimension parallel and centered over studs. Attached to studs and top and bottom bearing plates with minimum 1-3/8 in. long ring shanked nails or 1-1/4 in. long Type W steel screws, spaced 12 in. OC and 24 in. OC along all intermediate framing. The required UL Classified gypsum board layer (Item 9D) is to be installed over the Mineral and Fiber Boards. Glass Fiber Insulation, Item 9A, or Batts and Blankets, Item 9B, and Adhesive, Item 9C, are required.

**HOMASOTE CO** — Homasote Type 440-32

**9A. Glass Fiber Insulation\*** — (For use with Item 9) 5-1/2 in. thick glass fiber batts bearing the UL Classification Marking as to Surface Burning and/or Fire Resistance, placed to completely fill the interior of the wall. See Batts and Blankets (BKNV or BZJZ) categories for names of Classified companies.

**9B. Batts and Blankets\*** — (As an alternate to Item 9A, For use with Item 9), 5-1/2 in. thick mineral wool batts, placed to completely fill interior of wall.

**THERMAFIBER INC** — Type SAFB

**9C. Adhesive** — (For use with Item 9) — Construction grade adhesive applied in vertical, serpentine, nominal 3/8 in. wide beads down the length of both vertical edges of Mineral and Fiber Board (Item 9).

**9D. Gypsum Board\*** — (For use with Item 9) — 5/8 in. thick, 4 ft. wide, applied vertically over Mineral and Fiber Board (Item 9) with vertical joints located anywhere over stud cavities. Secured to mineral and fiber boards with 1-1/2 in. Type G Screws spaced 8 in. OC along edges of each vertical joint and 12 in. OC in intermediate field of the Mineral and Fiber Board (Item 9). Secured to outermost studs and bearing plates with 2 in. long Type S screws spaced 8 in. OC. Gypsum Board joints covered with paper tape and joint compound. Screw heads covered with joint compound. Finish Rating 30 Min.

**AMERICAN GYPSUM CO** — Type AG-C

**CERTAINTED GYPSUM INC** — FRPC, Type C

**CGC INC** — Types C, IP-X2, IPC-AR

**CONTINENTAL BUILDING PRODUCTS OPERATING CO, L L C** — Type LGFC-C/A

**GEORGIA-PACIFIC GYPSUM L L C** — Types 5, DAPC, TG-C

**NATIONAL GYPSUM CO** — Types eXP-C, FSK-C, FSW-C

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type PG-C

**PANEL REY S A** — Type PRC

**THAI GYPSUM PRODUCTS PCL** — Type C

**UNITED STATES GYPSUM CO** — Types C, IP-X2, IPC-AR

**USG MEXICO S A DE C V** — Types C, IP-X2, IPC-AR

**\* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**

Last Updated on 2016-07-14

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## Design No. U309 BXUV.U309 Fire-resistance Ratings - ANSI/UL 263

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### Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of UL Certified products, equipment, system, devices, and materials.
- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

### BXUV - Fire Resistance Ratings - ANSI/UL 263

### BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

[See General Information for Fire-resistance Ratings - ANSI/UL 263](#)

[See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada](#)

### Design No. U309

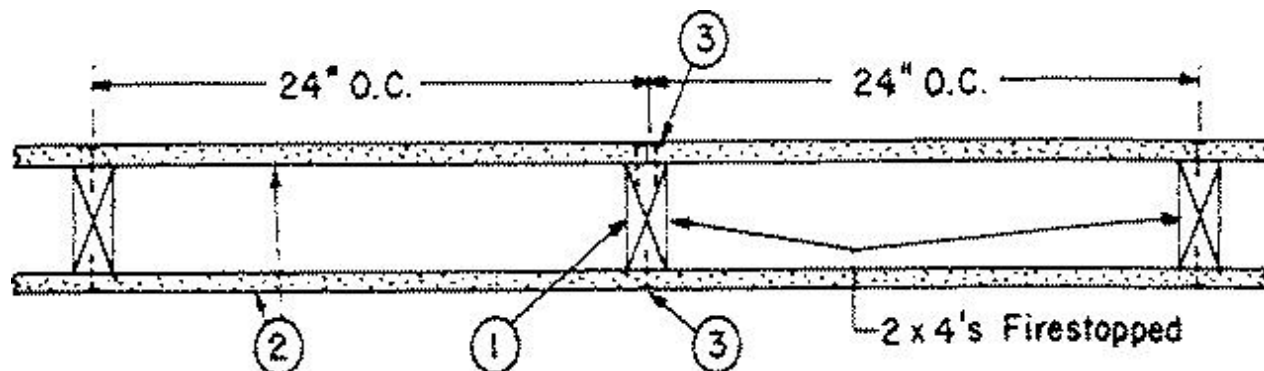
July 14, 2016

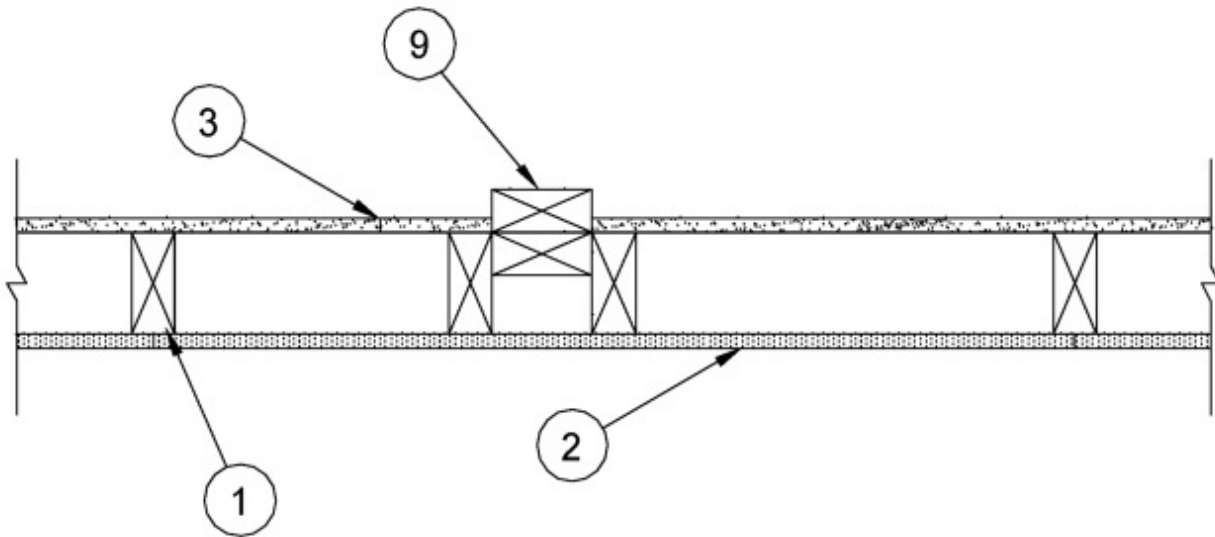
**Bearing Wall Rating — 1 Hr.**

**Finish Rating — See Items 2, 2A and 2B**

**This design was evaluated using a load design method other than the Limit States Design Method (e.g., Working Stress Design Method). For jurisdictions employing the Limit States Design Method, such as Canada, a load restriction factor shall be used — See Guide [BXUV](#) or [BXUV7](#)**

**\* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**





1. **Wood Studs** — Nom 2 by 4 in., spaced 24 in. OC effectively firestopped.

2. **Gypsum Board\*** — 5/8 in. thick, 4 ft wide, applied either horizontally or vertically, nailed to studs and bearing plates with 6d cement coated nails 1-7/8 in. long, 0.0915 in. shank diam and 1/4 in. diam heads spaced 7 in. OC. Finish Rating 27 Min. When used in widths other than 48 in., gypsum board to be installed horizontally.

When **Steel Framing Members\*** (Items 5, 5A, or 5B) are used, wallboard attached to furring channels with 1 in. long Type S bugle-head steel screws spaced 12 in. OC.

When Item 6, resilient channels are used, 5/8 in. thick, 4 ft wide applied vertically. Screw attached furring channels with 1 in. long, self-drilling, self-tapping Type S or S-12 steel screws spaced 8 in. OC, vertical joints located midway between studs.

**ACADIA DRYWALL SUPPLIES LTD** — Type X, 5/8 Type X, Type Blueglass Exterior Sheathing

**AMERICAN GYPSUM CO** — Types AGX-1, M-Glass, AG-C

**BEIJING NEW BUILDING MATERIALS PUBLIC LTD CO** — Type DBX-1

**CERTAINTED GYPSUM INC** — Type X, Type X-1, Types EGRG, GlasRoc, or Type C

**CONTINENTAL BUILDING PRODUCTS OPERATING CO, L L C** — Types LGFC6A, LGFC2A, LGFC-C/A, LGCF-WD, LGLLX

**GEORGIA-PACIFIC GYPSUM L L C** — Types 5, 6, 9, C, DAP, DD, DA, DAPC, DGG, DS, GPFS6, LS (finish rating 23 min), Type X, Veneer Plaster Base - Type X, Water Rated - Type X, Sheathing - Type X, Soffit - Type X, TG-C, Type LWX, Veneer Plaster Base-Type LWX, Water Rated-Type LWX, Sheathing Type-LWX, Soffit-Type LWX, Type DGLW, Water Rated-Type DGLW, Sheathing Type- DGLW, Soffit-Type DGLW, Type LW2X, Veneer Plaster Base - Type LW2X, Water Rated - Type LW2X, Sheathing - Type LW2X, Soffit - Type LW2X, Type DGL2W, Water Rated - Type DGL2W, Sheathing - Type DGL2W

**NATIONAL GYPSUM CO** — Types -eXP-C, FSK, FSK-C, FSW, FSW-3, FSW-5, FSW-C, FSW-G, FSMR-C, FSW-6 (finish rating 20 min), FSL, FSW-8

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type C, PG-9, PG-11, PG-C, PGS-WRS

**PANEL REY S A** — Types GREX, PRC, PRC2, PRX, RHX, MDX, ETX

**SIAM GYPSUM INDUSTRY (SARABURI) CO LTD** — Type EX-1

**THAI GYPSUM PRODUCTS PCL — Type X, Type C**

2A. **Gypsum Board\*** — (As an alternate to Item 2, Not Shown) — Nominal 5/8 in. thick, 4 ft wide panels, applied vertically to studs and bearing plates on one side of the assembly with 1-5/8 in. long Type S screws spaced 12 in. OC at perimeter of panels and 8 in. OC in the field. Horizontal joints of vertically applied panels need not be backed by studs. Panel joints covered with paper tape and two layers of joint compound. Screwheads covered with two layers of joint compound. Batts and Blankets placed in stud cavity as described in Item 4E. Not evaluated for use with Steel Framing Members, Furring Channels or Fiber, Sprayed.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type QuietRock 530 (finish rating 23 min)

2B. **Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick gypsum panels, with square edges, applied either horizontally or vertically. Gypsum panels fastened to framing with 1-1/4 in. long Type W coarse thread gypsum panel steel screws spaced a max 8 in. OC, with last two screws 1 and 4 in. from edge of board or nailed to studs and bearing plates with 6d cement coated nails 1-7/8 in. long, 0.0915 in. shank diam and 1/4 in. diam heads spaced 7 in. OC. When used in widths of other than 48 in., gypsum boards are to be installed horizontally.

**GEORGIA-PACIFIC GYPSUM L L C** — Type DGG, GreenGlass Type X (finish rating 23 min).

2C. **Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick, 4 ft. wide, paper surfaced applied vertically only and secured as described in Item 2.

**GEORGIA-PACIFIC GYPSUM L L C** — Type X ComfortGuard Sound Deadening Gypsum Board (finish rating 27 min)

**NATIONAL GYPSUM CO** — SoundBreak XP Type X Gypsum Board

2D. **Gypsum Board\*** — (As an alternate to Items 2 through 2C) — Nominal 5/8 in. thick, 4 ft wide panels, applied vertically and secured as described in Item 2.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type QuietRock ES

2E. **Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick, 4 ft. wide, paper surfaced applied vertically only and secured as described in Item 2.

**CERTAINEED GYPSUM INC** — Type SilentFX

2F. **Gypsum Board\*** — (As an alternate to 5/8 in. Type FSW in Item 2) — 2 layers nom. 5/16 in. thick gypsum panels applied vertically or horizontally. Horizontal joints on the same side need not be staggered. Inner layer attached with fasteners, as described in item 2, spaced 24 in. OC. Outer layer attached per Item 2.

**NATIONAL GYPSUM CO** — Type FSW

2G. **Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick, 4 ft. wide, applied vertically with vertical joints centered over studs and staggered one stud cavity on opposite sides of studs. Secured as described in Item 2.

**CERTAINEED GYPSUM INC** — 5/8" Easi-Lite Type X

**THAI GYPSUM PRODUCTS PCL** — 5/8" Easi-Lite Type X

2H. **Wall and Partition Facings and Accessories\*** — (As an alternate to Item 2) — Nominal 5/8 in. thick, 4 ft wide panels, applied vertically and secured as described in Item 2.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type QuietRock 527.

2I. **Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick gypsum panels, with beveled, square, or tapered edges, applied either horizontally or vertically. Gypsum panels fastened to framing with 1-1/4 in. long Type W coarse thread gypsum panel steel screws spaced a maximum 10 in. OC with the last two screws 4 and 1 in. from the edges of the board. When used in widths other than 48 in., gypsum panels are to be installed horizontally.

**CONTINENTAL BUILDING PRODUCTS OPERATING CO, L L C** — Type LGFC6A (finish rating 21 min), Type LGFC2A, Type LGFC-C/A, Type LGFC-WD, Type LGLLX

2J. **Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick gypsum panels, with beveled, square, or tapered edges, applied either horizontally or vertically. Gypsum panels fastened to framing with 1-1/4 in. long Type W coarse

thread gypsum panel steel screws spaced a max 8 in. OC, with last screw 1 in. from edge of board. When used in widths of other than 48 in., gypsum boards are to be installed horizontally.

**AMERICAN GYPSUM CO** — Types AGX-1, M-Glass, AG-C

**2K. Gypsum Board\*** — (As an alternate to Item 2) — 5/8 in. thick gypsum panels, with beveled, square, or tapered edges, applied either horizontally or vertically. Gypsum panels fastened to framing with 1-1/4 in. long Type W coarse thread gypsum panel steel screws spaced a max 8 in. OC, with last screw 1/2 in. from edge of board. When used in widths of other than 48 in., gypsum boards are to be installed horizontally.

**CERTAINTED GYPSUM INC** — Type X, Type X-1, Types EGRG, GlasRoc, or Type C

**3. Joints and Fastener Heads** — Wallboard joints covered with paper tape and joint compound. Fastener heads covered with joint compound. Gypsum plaster not more than 1/8 in. thick may be applied over the wallboard in addition to the specified joint treatment.

**4. Batts and Blankets\*** — (Not Shown) — Optional glass fiber insulation.

**CERTAINTED CORP**

**JOHNS MANVILLE**

**OWENS CORNING**

**4A. Fiber, Sprayed\*** — As an alternate to Batts and Blankets (Item 4) — Spray applied cellulose material. The fiber is applied with water to completely fill the enclosed cavity in accordance with the application instructions supplied with the product with a nominal dry density of 2.7 lb/ft<sup>3</sup>. Alternate Application Method: The fiber is applied without water or adhesive at a nominal dry density of 3.5 lb/ft<sup>3</sup>, in accordance with the application instructions supplied with the product. When Item 5 is used, Fiber, Sprayed shall be INS735, INS745, INS765LD or INS770LD.

**U S GREENFIBER L L C** — INS735 & INS745 for use with wet or dry application. INS510LD, INS515LD, INS541LD, INS735, INS745, INS765LD, and INS770LD are to be used for dry application only

**4B. Fiber, Sprayed\*** — As an alternate to Batts and Blankets (Item 4) and Item 4A — Spray applied cellulose insulation material. The fiber is applied with water to interior surfaces in accordance with the application instructions supplied with the product. Applied to completely fill the enclosed cavity. Minimum dry density of 4.3 pounds per cubic ft.

**NU-WOOL CO INC** — Cellulose Insulation

**4C. Batts and Blankets\*** — Required for use with resilient channels, Item 6, 3 in. thick mineral wool batts, placed to fill interior of wall, attached to the 4 in. face of the studs with staples placed 24 in. OC.

**ROXUL INC** — Type SAFEnSOUND

**THERMAFIBER INC** — Type SAFB

**4D. Glass Fiber Insulation** — (As an alternate to Item 4C) — 3 in. thick glass fiber batts bearing the UL Classification Marking as to Surface Burning and/or Fire Resistance, placed to fill the interior of the wall, attached to the 4 in. face of the studs with staples placed 24 in. OC. See **Batts and Blankets** (BKNV or BZJZ) Categories for names of Classified companies.

**4E. Batts and Blankets\*** — (Required for use with Wall and Partition Facings and Accessories, Item 2A) — Glass fiber insulation, nom 3-1/2 in. thick, min. density of 0.80 pcf, with a flame spread of 25 or less and a smoke developed of 50 or less, friction-fitted to completely fill the stud cavities. See Batts and Blankets Category (BKNV) for names of manufacturers.

**4F. Fiber, Sprayed\*** — As an alternate to Batts and Blankets (Item 4) — Spray applied cellulose fiber. The fiber is applied with water to completely fill the enclosed cavity in accordance with the application instructions supplied with the product. The minimum dry density shall be 4.30 lbs/ft<sup>3</sup>.

**INTERNATIONAL CELLULOSE CORP** — Celbar-RL

**5. Steel Framing Members\*** — (Optional, Not Shown) — Furring channels and Steel Framing Members as described below:

- a. **Furring Channels** — Formed of No. 25 MSG galv steel. 2-9/16 in. or 2-23/32 in. wide by 7/8 in. deep, spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Ends of adjoining channels are overlapped 6 in. and tied together with double strand of No. 18 SWG galv steel wire near each end of overlap. As an alternate, ends of adjoining channels may be overlapped 6 in. and secured together with two self-tapping #6 framing screws, min. 7/16 in. long at the midpoint of the overlap, with one screw on each flange of the channel. Wallboard attached to furring channels as described in Item 2.

b. **Steel Framing Members\*** — Used to attach furring channels (Item a) to studs (Item 1). Clips spaced 48 in. OC., and secured to studs with No. 8 x 2-1/2 in. coarse drywall screw through the center grommet. Furring channels are friction fitted into clips. RSIC-1 clip for use with 3-9/16 in. wide furring channels. RSIC-1 (2.75) clip for use with 2-23/32 in. wide furring channels.

**PAC INTERNATIONAL L L C** — Types RSIC-1, RSIC-1 (2.75)

5A. **Steel Framing Members\*** — (Optional, Not Shown) — Furring channels and Steel Framing Members as described below:

a. **Furring Channels** — Formed of No. 25 MSG galv steel. 2-3/8 in. wide by 7/8 in. deep, spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Ends of adjoining channels are overlapped 6 in. and tied together with double strand of No. 18 SWG galv steel wire near each end of overlap. As an alternate, ends of adjoining channels may be overlapped 6 in. and secured together with two self-tapping #6 framing screws, min. 7/16 in. long at the midpoint of the overlap, with one screw on each flange of the channel. Gypsum board attached to furring channels as described in Item 2.

b. **Steel Framing Members\*** — Used to attach furring channels (Item a) to studs. Clips spaced 48 in. OC. Genie clips secured to studs with No. 8 x 1-1/2 in. coarse drywall screw through the center hole. Furring channels are friction fitted into clips.

**PLITEQ INC** — Type Genie Clip

5B. **Steel Framing Members\*** — (Optional, Not Shown) — Furring channels and Steel Framing Members as described below:

a. **Furring Channels** — Formed of No. 25 MSG galv steel. Spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Ends of adjoining channels overlapped 6 in. and secured together with four self-tapping No. 8x1/2 Self Drilling screws (2 per side 1 in. and 4 in. from overlap edge). Gypsum board attached to furring channels as described in Item 4. Side joint furring channels shall be attached to studs with RESILMOUNT Sound Isolation Clips - Type A237R located approximately 2 in. from each end of length of channel. Both Gypsum Boards at side joints fastened into channel with screws spaced 8 in. OC, approximately 1/2 in. from joint edge.

b. **Steel Framing Members\*** — Used to attach furring channels (Item 5Ba) to studs. Clips spaced 24 in. OC., and secured to studs with No. 10 x 2-1/2 in. coarse drywall screw through the center hole. Furring channels are friction fitted into clips.

**STUDCO BUILDING SYSTEMS** — RESILMOUNT Sound Isolation Clips - Type A237R

6. **Furring Channel** — Optional — Not Shown — For use on one side of the wall - Resilient channels, 25 MSG galv steel, spaced vertically 24 in. OC, flange portion screw attached to one side of studs with 1-1/4 in. long diamond shaped point, double lead Phillips head steel screws. When resilient channels are used, insulation, Items 4C or 4D is required.

7. **Wall and Partition Facings and Accessories\*** — (Optional, Not Shown) — Nominal 1/2 in. thick, 4 ft wide panels, for optional use as an additional layer on one or both sides of the assembly. Panels attached in accordance with manufacturer's recommendations. When the QR-500 or QR-510 panel is installed between the wood framing and the UL Classified gypsum board, the required UL Classified gypsum board layer(s) is/are to be installed as indicated as to fastener type and spacing, except that the required fastener length shall be increased by a minimum of 1/2 in. Not evaluated or intended as a substitute for the required layer(s) of UL Classified Gypsum Board.

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type QuietRock QR-500 and QR-510

8. **Cementitious Backer Units\*** — (Optional Item Not Shown — For Use On Face Of 1 Hr With All Standard Items Required) — 7/16 in., 1/2 in., 5/8 in., 3/4 in. or 1 in. thick, min. 32 in. wide.- Applied vertically or horizontally with vertical joints centered over studs. Fastened to studs and runners with cement board screws of adequate length to penetrate stud by a minimum of 3/8 in. for steel framing members, and a minimum of 3/4 in. for wood framing members spaced a max of 8 in. OC. When 4 ft. wide boards are used, horizontal joints need not be backed by framing.

**NATIONAL GYPSUM CO** — Type DuraBacker, PermaBase, DuraBacker Plus, or PermaBase Plus

9. **Non-Bearing Wall Partition Intersection** — (Optional) — Two nominal 2 by 4 in. stud or nominal 2 by 6 in. stud nailed together with two 3in. long 10d nails spaced a max. 16 in. OC. vertically and fastened to one side of the minimum 2 by 4 in. stud with 3 in. long 10d nails spaced a max 16 in. OC. vertically. Intersection between partition wood studs to be flush with the 2 by 4 in. studs. The wall partition wood studs are to be framed by with a second 2 by 4 in. wood stud fastened with 3 in. long 10d nails spaced a max. 16 in. OC. vertically. Maximum one non-bearing wall partition intersection per stud cavity. Non-bearing wall partition stud depth shall be at a minimum equal to the depth of the bearing wall.

10. **Mineral and Fiber Board\*** — (Optional, Not Shown) — For optional use as an additional layer on one side of wall. Nom 1/2 in. thick, 4 ft wide with long dimension parallel and centered over studs. Attached to framing with 2 in. long Type W steel screws, spaced 12 in. OC. The required UL Classified gypsum board layer(s) is/are to be installed as

indicated as to fastener type and spacing, except that the required fastener length shall be increased by a minimum of 1/2 in. Not evaluated or intended as a substitute for the required layer(s) of UL Classified Gypsum Board.

**HOMASOTE CO** — Homasote Type 440-32

**10A. Mineral and Fiber Board\*** — (Optional, Not Shown) — For use with Items 10B-10E) — For optional use as an additional layer on one side of wall. Nom 1/2 in. thick, 4 ft wide with long dimension parallel and centered over studs. Attached to framing with minimum 1-3/8 in. long ring shanked nails or 1-1/4 in. long Type W steel screws, spaced 12 in. OC along board edges and 24 in. OC in field of board along intermediate framing. Not evaluated or intended as a substitute for the required layer(s) of UL Classified Gypsum Board.

**HOMASOTE CO** — Homasote Type 440-32

**10B. Glass Fiber Insulation** — (For use with Item 10A) — 3-1/2 in. thick glass fiber batts bearing the UL Classification Marking as to Surface Burning and/or Fire Resistance, placed to fill the interior of the wall. See Batts and Blankets (BKNV or BZJZ) categories for names of Classified companies.

**10C. Batts and Blankets\*** — (As an alternate to Item 10B, For use with Item 10A), 3 in. thick mineral wool batts, placed to fill interior of wall, attached to the 3-1/2 in. face of the studs with staples placed 24 in. OC.

**ROXUL INC** — Type SAFEnSOUND

**THERMAFIBER INC** — Type SAFB

**10D. Adhesive** — (For use with Item 10A) — Construction grade adhesive applied in vertical, serpentine, nominal 3/8 in. wide beads down the length of both vertical edges of Mineral and Fiber Board (Item 10A).

**10E. Gypsum Board\*** — (For use with Item 10A) — 5/8 in. thick, 4 ft wide, applied vertically over Mineral and Fiber Board (Item 10A) with vertical joints located anywhere over stud cavities. Secured to mineral and fiber boards with 1-1/2 in. Type G Screws spaced 8 in. OC along edges of each vertical joint and 12 in. OC in intermediate field of the Mineral and Fiber Board (Item 10A). Secured to outermost studs and bearing plates with 2 in. long Type S screws spaced 8 in. OC. Gypsum Board joints covered with paper tape and joint compound. Screw heads covered with joint compound. Finish Rating 30 Min.

**AMERICAN GYPSUM CO** — Type AG-C

**CERTAINTED GYPSUM INC** — Type FRPC, Type C

**CGC INC** — Types C, IP-X2, IPC-AR

**CONTINENTAL BUILDING PRODUCTS OPERATING CO, L L C** — Type LGFC-C/A

**GEORGIA-PACIFIC GYPSUM L L C** — Types 5, DAPC, TG-C

**NATIONAL GYPSUM CO** — Types FSK-C, FSW-C

**PABCO BUILDING PRODUCTS L L C, DBA PABCO GYPSUM** — Type PG-C.

**PANEL REY S A** — Types PRC, PRC2

**THAI GYPSUM PRODUCTS PCL** — Type C

**UNITED STATES GYPSUM CO** — Types C, IP-X2, IPC-AR

**USG MEXICO S A DE C V** — Types C, IP-X2, IPC-AR

**11. Wall and Partition Facings and Accessories\*** — (Optional, Not Shown) — For use with Item 1, Item 2, Item 3, Items 4, and Item 6. For maximum fire rating of 1 hour. On one side of the wall, over the first layer of Gypsum Board



(Item 2), install RefleXor membrane with the gold side facing outwards. Membrane installed with T50 staples spaced 12 inches on center in both directions as per manufacturer's instructions, seams in membrane to be overlapped by 2 inches. When RefleXor membrane is used an additional layer of Gypsum Board that is identical to the first layer and as specified in Item 2 shall be installed over the membrane. Additional layer of Gypsum Board to be installed through the membrane to the stud as specified in Item 2 except the fastener length shall be increased by a minimum of 5/8 inch. Install Batts and Blankets in the stud cavity as per Item 4. On the other side of the wall prior to the installation of the Gypsum Board install Resilient Channels as per Item 6. Over the Resilient Channel install 3/4 inch thick SONOpan panel secured to the Resilient Channel with drywall screws and washers spaced at 16 in. OC on the perimeter of the panel and 8 in. OC in the field of the panel. Over the SONOpan panel install the same Gypsum Board as specified in Item 2 with the fastener length increased by minimum 3/4 inch. Not evaluated or intended as a substitute for the required layer(s) of UL Classified Gypsum Board.

**MSL** — RefleXor membrane, SONOpan panel

**\* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**

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