

Housing Authority of the Borough of Highland Park
242 South Sixth Avenue, Highland Park, NJ 08904
Phone: (732) 572-4420 Fax: (732) 985-6485
Donna Brightman, Executive Director

Invitation for Bids

**Bathroom Modifications
at the Samuel J. Kronman Building**

Located in

Highland Park, NJ 08904

Sealed Bids due at 2:00 PM on Friday, March 9, 2018

Project Engineer (Exhaust System):
TJD Engineering Associates, Inc.
2 Hancock Drive
West Milford, NJ 07480
(973) 208-0054

Project Engineer (Shower Stalls):
LS Engineering Associates Corp.
150 River Road, Building E
Montville, NJ 07045
(973) 588-3122

Welcome to the Highland Park Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Highland Park Housing, New Jersey, was created on May 15, 1956.

The Authority is composed of 24 units of family public housing, 100 units of senior citizen public housing and 145 units of Section 8 housing.

The purpose of the Highland Park Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

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SECTION I

Housing Authority of the Borough of Highland Park

INVITATION FOR BIDS

Bathroom Modifications at the Samuel J. Kronman Building

I. INTRODUCTION

The Housing Authority of the borough of Highland Park (Authority) will receive sealed bids for the bathroom modifications* in the bathrooms of the Samuel J. Kronman Building (Kronman), a six story, 100 unit high rise located at 242 So. Sixth Ave., Highland Park, NJ 08904, as per the technical specifications and drawings outlined in Section II of this Invitation for Bids (IFB). *Bathroom Modifications shall include the removal of tubs and the installation of shower stalls in 90 of the units, and repairing the existing exhaust ventilation system of the bathrooms as needed.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Authority no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Authority unit or the award of a contract.

Sealed bids will be received until 2:00 PM prevailing time on Friday, March 9, 2018 at the Authority offices, 242 So. Sixth Avenue in Highland Park, NJ, at which time all bids will be publicly opened and read aloud.

All permitting fees, if any, relating to the construction of this project will be paid for by the contractor with no expense to the Authority.

All bidders must be licensed to do business in the State of New Jersey and shall have the equipment, knowledge, capability and manpower to successfully and expertly perform the work as per the specifications contained herein.

The contractor must also demonstrate through references that they, or their principles assigned to the project, have successfully completed services similar to the technical specifications section of this (IFB). Please refer to the Bidder's or Sub-Contractors Qualifications pages (included herein) for required qualifications.

The contractor must submit bids in the manner set forth in the Bid Submission section of this IFB. All applicable documents must be submitted at the Bid Opening.

Contractor must be licensed and certified and insured as required by state and federal regulations.

II. PRE-BID MEETING

A Pre-bid meeting shall be held on Friday, February 23, 2018 at 10:00 AM. Pre bid meetings are not mandatory but are **strongly suggested**. Questions must be submitted by 11:00 AM on Tuesday, February 27, 2018 in order to leave time for the issuance of addenda, if necessary.

III. SCOPE OF SERVICES

The scope of services including drawings and specifications are outlined in Section II of this bid document.

IV. AWARD OF CONTRACT

One contract for the work shall be awarded to the lowest responsive, responsible bidder(s). Please refer to form HUD – 5370, a copy of which is included herein, for general conditions of the contract, as these will be made part of the final contract.

After the contract has been awarded, but before any work is started against the contract, the Contract Administrator shall conduct an orientation conference with the Contractor and appropriate representatives of the Authority. The purpose of the orientation conference is to aid both Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

In the rare event of equal bids, where two or more low bids are considered equal in all respects (including the evaluation of qualifications by the Authority's architect), the award will be decided by drawing lots in the presence of the bidders who submitted the tie bids.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

After the contract has been awarded, the Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

V. CHANGE ORDERS

If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized Authority representative. If price is affected, the Contractor and the Authority must agree upon a change order which states an agreement between the Contractor and the Authority for:

1. A change in work
2. The amount of the adjustment in Contract Sum
3. The amount of the adjustment in Contract Time

Once the change order has been approved and properly procured, Contractor will receive written authorization to continue. A sample Change Order Authorization Form is included herein for review.

VI. COMPENSATION

A. The Bid Breakdown included herein shall be completed in its entirety and submitted by the bidder. Requests for periodic payments to the contractors shall be discussed before the award of the contract.

VII. INSTRUCTIONS TO BIDDERS

A. General: In addition to form HUD-5369, Instruction to Bidders for Contracts, included herein, all Bidders shall follow the following instructions (please note that in the event that the HUD form and the following instructions do not agree, the stricter condition shall apply):

1. All bids must be delivered by mail or in person to the Authority, 242 So. Sixth Avenue in Highland Park, NJ 08904 by the due date and time. All late bids received by the Authority shall be returned unopened to the Bidder.
2. To ensure fair consideration for all bidders, the Authority prohibits communication to or with any employee of the Authority during the submission process. Additionally, the Authority prohibits communications initiated by a bidder to **any** Authority official or employee evaluating or considering the proposals before the time an award decision has been made. Any communication between bidder and the Authority will be initiated by the appropriate Authority official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.
3. In order to be acceptable, **three (3) copies (one original and two copies) of the bid MUST be submitted in a sealed envelope on the outside of which shall be plainly marked "Bathroom Modifications at the William J. Kronman Building", together with the name and address of the firm submitting the bid.** Bids will be received until **2:00 PM** or hand delivered no later than **2:00 PM** on March 9, 2018 at which time they will be publicly opened and read aloud at the offices of the Authority, 242 So. Sixth Avenue in Highland Park, NJ 08904.
4. A copy of the contract to be entered into with the successful bidder is included as Attachment "A".

B. Submission Requirements: The following **must** be submitted with your original bid and copy of your bid: **PLEASE SUBMIT ONE ORIGINAL AND TWO COPIES OF YOUR BID!!!**

1. **A signed and notarized Stockholder Disclosure Certification** (included herein):

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

Failure to submit a stockholder disclosure document shall result in rejection of the bid.

2. A signed and notarized Non-Collusion Affidavit (included herein).

3. A Business Registration Certificate-for more information visit

<http://www.state.nj.us/treasury/revenue/busregcert.htm>. N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration before contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Failure to submit a BRC which was valid as of the date of the bid opening before contract award shall result in rejection of the bid.

4. The Bid Breakdown (Bid Form) (included herein). Failure to submit the bid breakdown shall result in rejection of the bid.

5. A Bid Guarantee- Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (**10%**) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

6. Consent of Surety-Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance

security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. The Department of the Treasury's Listing of Approved Sureties may be obtained at http://www.fms.treas.gov/c570/c570_a-z.html .

Failure to submit a Consent of Surety form shall result in rejection of the bid.

7. A signed Acknowledgement of Receipt of Addenda (included herein)-Bidders shall submit this form whether or not an addendum has been issued.

Failure to submit a signed Acknowledgement of Receipt of Addenda shall result in rejection of the bid.

8. Public Works Contractor Registration Certificate-The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, be registered with the Department of Labor as a Public Works Contractor at the time of the bid opening for contracts over the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc. Please see Section IX for more information.

9. Affirmative Action Compliance Notice (included herein)

10. References Please submit at least 3 comparable references.

11. Listing of Subcontractors/Subcontractor Certification Form (included herein)-Pursuant to N.J.S.A. 40A:11-16 et. seq., a list of all subcontractors to be used for this project shall be included with the bid, including the subcontractors' business registration certificates. All subcontractors must be licensed to do business in the State of New Jersey. All subcontractors shall be expected, prior to award, to demonstrate sufficient man power and expertise to complete the applicable portion of the project in its entirety. All payments to subcontractors shall be made directly to the subcontractors who shall be expected to submit payroll certifications before payment to the subcontractor is made.

Electrical subcontractors, if applicable, must be licensed electrical contractors recognized by the New Jersey State Board of Electricians, have a current license and business permit and must submit documents proving such status.

All subcontractors not listed in this section shall be properly licensed to do business in the State of New Jersey, and shall submit proof of such licensure.

Failure to submit a listing of subcontractors and certification forms for each subcontractor shall result in rejection of the bid.

12. Bidder's or Subcontractor's Qualifications (included herein) All bidders and subcontractors must fill out this form in its entirety. Failure to submit this form for the bidder and each subcontractor shall result in rejection of the bid. See section XII for more information.

13. Form HUD 5369-A, Representations, Certifications of Bidders (included herein)

14. Section 3 Requirements Documents (included herein)

C. BONDING REQUIREMENTS

1. **Performance Bond**-Bidder shall simultaneously with the delivery of the **executed contract**, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

2. **Labor and Material Payment Bond**-Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

3. **Maintenance Bond**-Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of one year.

VIII. INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE

1. **Worker's Compensation Insurance** - Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
2. **General Liability Insurance** - General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.
3. **Automobile Liability Insurance** - Liability shall be carried on all owned and non-owned motor vehicles used on the site(s) or in connection therewith for combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Authority and the project engineer / architect as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage. All certificates shall name the Authority and the project engineer / architect as additional insured.

IX. PREVAILING WAGE ACT INFORMATION

A. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage rate is \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: "Received," in context of when "proposals are received," means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)

The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.

Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.

Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: contreg@dol.state.nj.us
PO Box 389	Web site: www.nj.gov/labor/lsse/lspubcon.html
Trenton, New Jersey 08625-0389	

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

B. PAYROLL SUBMISSION

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects where public monies are spent shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey

Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

C. PREVAILING WAGE DETERMINATION

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

The Authority is Federally funded, and therefore requires all contractors to pay their employees the applicable Davis Bacon Wage Rates. For more information please visit www.dol.gov. The Wage Determination applicable for this project is General Decision Number NJ180036 02/09/2018 NJ36 Building. The Determination at length is included herein or may be viewed at <https://www.wdol.gov/wdol/scafiles/davisbacon/NJ36.dvb?v=1>.

Bidders are responsible for checking for updates to the rates, if any, to properly bid this contract, and in no way are to assume that the rates listed herein are current.

The Contractor shall be responsible for maintaining payroll records and must make such records available to the PHA and/or to HUD, on request. The Contractor may use form WH-347 available online or by request to the Authority.

X. CAUSES FOR REJECTING BIDS

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

XI. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

XII. QUALIFICATIONS

- a. Prospective bidders and all subcontractors shall complete the Bidder's or Sub-Contractor's Qualifications questionnaire included herein. Steps shall be taken as deemed necessary to determine the ability of the bidders to perform the obligations under the Contract and the bidder shall furnish to the Authority with such information and data for this purpose as the Authority may request. The right is reserved to reject any proposal where the investigation of the evidence does not satisfy the Authority that the bidder is qualified to properly carry out the terms of the Contract.
- b. General Contractor must list (where applicable) with their bid all subcontractors who will actually be used for:
- (a) Plumbing and Gas fitting of all kindred work.
 - (b) Steam and hot water heating and ventilating apparatus and all kindred work.
 - (c) Electrical Work
 - (d) Structural Steel and Ornamental Iron Work
- c. In addition to the requirements stated above, the General Contractor:
- (a) Must be prepared to demonstrate that each of the listed subcontractors is qualified to perform the specific work for which they are listed in the bid. Each subcontractor must submit with the bid the Bidder's or Sub-Contractor's Qualifications questionnaire included herein.
 - (b) Must provide evidence of performance security for each subcontractor with the bid. The evidence or performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as a consent of surety) issued by a qualified surety company. Evidence of performance security may be supplied by the General Contractor on its own behalf and on behalf of any or all of its listed subcontractors, or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total amount of bid.
 - (c) May not substitute unlisted subcontractors, or use subcontractors if they are not identified in bid, following award of the contract.
 - (d) Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a performance bond contract.

- (e) The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.
- (f) All Bidders who intend to use 'in house plumbers' to perform the plumbing work on the contract, are directed to the provisions of New Jersey Statutes 45:14C-21; New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit, unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State regulations.
- (g) In the event the General Contractor will perform work specified in paragraph B (a)(b)(c)(d) (Plumbing/Gas; HVAC; Electrical; Structural Steel/Ornamental Iron) with its own salaried non-subcontracted work force, then the General Contractor must so designate itself on bidding documents, and furnish the Authority prior to award of the contract with required information establishing qualifications in such trade(s).
- (h) The General Contractor is advised that once they advise the Authority in their bid documents, they will perform the designated trade(s) with their own salaried force, they will not later be permitted to perform same by subcontractor or otherwise.

Thank you for your interest!

INVITATION FOR BID

PUBLIC NOTICE

Housing Authority of the Borough of Highland Park

Bathroom Modifications at the Samuel J. Kronman Building

The Housing Authority of the borough of Highland Park (Authority) will receive sealed bids for the bathroom modifications* in the bathrooms of the Samuel J. Kronman Building (Kronman), a six story, 100 unit high rise located at 242 So. Sixth Ave., Highland Park, NJ 08904, as per the technical specifications and drawings outlined in Section II of the Invitation for Bids (IFB). *Bathroom Modifications shall include the removal of tubs and the installation of shower stalls in 90 of the units, and repairing the existing exhaust ventilation system of all bathrooms as needed.

Bids will be received until 2:00 PM prevailing time on Friday, March 9, 2018 at the Authority offices, 242 So. Sixth Avenue, Highland Park, NJ 08904, at which time all bids will be publicly opened and read aloud. The pre-bid shall be held at 10:00 AM on Friday, February 23, 2018 at the same location. Attendance is not mandatory but **strongly suggested**. Questions shall be due by 11:00 AM on Tuesday, February 27, 2018.

Bidding documents including technical specifications and drawings may be obtained at no cost at the Authority website at www.HighlandParkHousing.org.

A bid guarantee in the form of a bid bond executed by the bidder and acceptable sureties, certified check or bank draft, payable to the Housing Authority of the Borough of Highland Park shall be submitted with each bid. The bid guarantee shall be in an amount equal to but not less than ten percent (10%) of the total amount (not to exceed \$20,000). Bids bonds must be obtained from a New Jersey licensed company that appears on the latest edition of the US Treasury Circular Number 570, List of Approved Sureties.

Bidders must be registered with the New Jersey Department of Treasury, Division of Revenue and with the New Jersey Department of Labor as a Public Works contractor at the time the bids are received.

The Authority does not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.

The Authority invites the participation of and Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all bids or to waive any informality in bidding. Bidders must also make positive efforts to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The above and all other contract and bid requirements are described in the bid documents.

Advertised 2/9/18 and 2/14/18 in the Home News Tribune

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to

N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who

qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Borough of Highland Park, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

BUSINESS REGISTRATION CERTIFICATE

Contractor must provide State Division of Revenue issued Business Registration Certificate before contract award but must be registered at the time bids are received.

ACCORDING TO STATE LAW, FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE BEFORE CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF YOUR BID!

Model Public Works Bid Specification Language
Withdrawal of Bid
(N.J.S.A. 40A:11-23.3)

Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to:

Donna Brightman, Executive Director
242 So. Sixth Avenue
Highland Park, NJ 08904

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

Housing Authority of the Borough of Highland Park

Form of Bid-Page 1

Bathroom Modifications at the Samuel J. Kronman Building

TO: Housing Authority of the Borough of Highland Park
242 So. Sixth Street, Highland Park, NJ 08904

I have received the Contract Documents entitled "Bathroom Modifications at the Samuel J. Kronman Building" issued by the Housing Authority of the Borough of Highland Park, New Jersey. I have examined all parts of the Documents, including the Technical Specifications, Drawings, federal, state and local requirements, and all Addenda. I have visited the site and have clear understanding of the Scope of Work for which I submit the following bid.

In submitting this bid, I agree:

1. To hold my bid open for **ninety (90)** days after bid opening.
2. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish insurance and other requirements as stated and required in the Contract Documents.
3. To accomplish the work in accordance with the requirements of the Contract Documents.
4. To complete the work on time and to the quality required in the Contract Documents.

Base Bid for Entire Project:

I will furnish all labor, materials, equipment, tools, apparatus, appliances, transportation, supervision, taxes and other services required for the complete project in accordance with the specifications and plans provided by LS Engineering Associates Corp. and TJD Engineering Associates, Inc. for, **INCLUSIVE OF THE SHOWER INSTALLATION AND EXHAUST SYSTEM MODIFICATIONS**, for the Lump Sum of:

_____ dollars. (\$_____.)

Words

The above Base Bid shall be broken down according to the following Schedule of Prices.

Schedule of Prices:

SCHEDULE OF PRICES FOR SHOWERS

UNIT PRICES: The unit prices shall include all labor, material, removal, overhead, profit, insurance, and all incidental item required to complete the project.

ITEM 1:

Prefabricated shower stall and accessories including, but not limited to: shower with grab bar assembly, grab bars, shower valve, floor drain and associated fittings to existing sanitary system, support frame for shower as necessary.

UNIT PRICE (per bathroom): _____ (\$_____)

Housing Authority of the Borough of Highland Park

Form of Bid-Page 2

Bathroom Modifications at the Samuel J. Kronman Building

ITEM 2:

Replace alcove above shower stall affected by exhaust modifications. Match size, frame, and finish with existing. Patch existing floor, walls, and ceiling finishes in work area as necessary.

UNIT PRICE (per bathroom): _____ (\$ _____)

ITEM 3:

Glass door enclosure to fit within shower stall.

UNIT PRICE (per bathroom): _____ (\$ _____)

SCHEDULE OF PRICES FOR EXHAUST SYSTEM

1. ALTERNATES:

If ALTERNATE NO. 1 as described in these Specifications on Drawing M101 Notes 2,6,8,9 is accepted, the following amount shall be (ADDED TO) – (DEDUCTED FROM) our proposed price:
circle one

_____ (\$ _____)
written words *numbers*

2. UNIT PRICES

ITEM 1:

The unit price as described in the specifications on Drawing M101 Note 3 shall be:

_____ (\$ _____)
written words *numbers*

ITEM 2:

The unit price as described in the specifications on Drawing M101 Note 5 shall be:

_____ (\$ _____)
written words *numbers*

ITEM 3:

The unit price as described in the specifications on Drawing M101 Note 10 shall be:

_____ (\$ _____)
written words *numbers*

Please note that time is of the essence in the performance of the contract.

If the contractor receives written notice of the acceptance of this bid within 90 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in prescribed form within 7 days following receipt of a written Notice to Proceed.

Housing Authority of the Borough of Highland Park

Form of Bid-Page 3

Bathroom Modifications at the Samuel J. Kronman Building

Time of Completion: The Contractor agrees to complete all work as specified within (ninety) 90 days of receipt of a written Notice to Proceed or receipt of applicable permits, if any. If the Contractor fails to complete the work within 90 days, the Contractor shall pay the Authority as liquidated damages, the sum of \$150.00 for each day of delay as outlined in form HUD-5370. To the extent that the Contractor's delay or nonperformance is excused, liquidated damages shall not be due to the Authority. The Contractor remains liable for damages caused other than by delay.

Submitted By:

COMPANY NAME _____

Federal ID# _____

Address _____

Signature of Authorized Agent / Title _____

Print or Type Name _____ **Date** _____

Phone Number _____ **Fax Number** _____

Email Address _____

SIGNED AND SEALED THIS _____ **DAY OF** _____, 2018

WITNESSED BY: _____

END OF FORM OF BID

Housing Authority of the Borough of Highland Park

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

Housing Authority of the Borough of Highland Park

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Limited Liability Corporation Corporation Sole Proprietorship
 Limited Partnership Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Housing Authority of the Borough of Highland Park NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with
full knowledge that the _____ relies upon the truth of the statements contained in said
Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract
upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide
employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

Housing Authority of the Borough of Highland Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Housing Authority of the Borough of Highland Park

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Reference #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Housing Authority of the Borough of Highland Park SUBCONTRACTOR LISTING

Please list the names of all subcontractors and/or sub-consultants to be used on this project (add additional sheets if necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

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

___ Check here if the bidding company will not be using any subcontractors.

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE BIDDING COMPANY WITH THE BID.

_____ Name of bidding company	_____ Signature of authorized representative
_____ Printed name of authorized representative	_____ Title

Sworn and subscribed to me this _____ day of _____, 2018

Notary Public (SEAL)

Housing Authority of the Borough of Highland Park

SUBCONTRACTOR CERTIFICATION FORM pg 1

All subcontractors/consultants designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

Please print the following information legibly. NOTE: Provide this information on additional sheets, as required, in accordance with the following format.

How many years has the subcontractor been engaged in this particular field? _____ years.

Subcontractor/consultant
Firm Name _____

Address _____

Contact Person _____

Telephone # _____

Fax # _____

Trade _____

State License # _____

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY EACH SUBCONTRACTOR WITH THE BID.

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this _____ day of _____, 2018

Notary Public

(SEAL)

SUBCONTRACTOR CERTIFICATION FORM pg 2

Provide a list of relevant contracts (company/firm) completed by proposed subcontractors/consultants within the last two (2) years.

DO NOT INCLUDE WORK FOR THE HIGHLAND PARK HOUSING AUTHORITY
(This form may be duplicated to include additional relevant contracts)

1.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
2.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
3.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
4.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
5.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	

BIDDER'S OR SUB-CONTRACTOR'S QUALIFICATIONS

Complete sets of qualification section must be submitted for each bidder and each sub-contractor. Photocopy this section as needed, and check the appropriate box to indicate bidder/subcontractor.

Bid for: Bathroom Modifications at the Samuel J. Kronman Building

BIDDER

SUBCONTRACTOR

Name of Bidder or
Subcontractor: _____

Address: _____

It shall be necessary for the bidder to present evidence that it is the general contractor and that it has been in business for at least 5 years in this particular field and can submit a suitable record of satisfactorily completing similar projects. In addition, the bidder shall submit evidence that it has the necessary equipment to carry out this type of operation.

How many years have you been or engage in construction under your present firm or trade name?

_____ Years.

How many years has your organization been performing the work required under this contract?

_____ Years.

If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

If a partnership, answer the following:

Date of Organization: _____

We normally perform _____ % of the work with our own forces. Describe the general character of work performed by your company.

What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment along with its present condition.

What equipment do you intend to lease or purchase for use on this project should the contract be awarded to you? Provide a description of the quantity, size, type and capacity of the equipment you intend to lease or purchase.

Have you ever failed to complete any work awarded to you? If so, state the circumstances.

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state the name of the individual, the other organization and the circumstances.

Has any officer or partner in your organization ever failed to complete a construction contract handled in his own name? If so, state the name of the individual and the circumstances.

Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

In what manner have you inspected the proposed project?

The work, if awarded to you, will have the personal supervision of whom?

Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted and complete the Subcontractor Certification Form.

Have you made contracts or received firm offers for all materials within price use regarding your proposal? Do not give names of dealers or manufacturers.

Give Trade references.

Give bank references.

Give full information concerning all of your contracts in progress, whether private or government contracts, whether prime or sub-contracts, whether in construction or awarded but not yet begun, or whether you are the low bidder pending formal award of contract.

Owner - Location - Description - Contract Amount - % Completed - Estimated Completion Date

List the most important contracts completed by your company in the last five years, stating the gross cost for each and the month and year started and completed.

Owner - Location - Description	Contract Amount - Start Date - Completion Date

AFFIDAVIT

State of _____

SS.

County of _____

_____ being first duly sworn deposes and says:
(Individual's name)

THAT he is _____,
(Owner, Officer or Partner of the firm of etc.)

the party making the foregoing proposal or bid for the Bathroom Modifications at the Samuel J. Kronman Building in Highland Park, New Jersey; that all answers to the foregoing questions and all statements contained in this questionnaire are true and correct, and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority of the Borough of Highland Park in verification of the recitals contained in this questionnaire.

(Signature of Bidder)

Subscribed and sworn to before me, this ____ day of _____, 2018.

Notary Public

My Commission expires _____

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

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Mandatory Section 3 Requirements
Form 1-Explanation of Section 3 Program and Bidder Requirements

1.0 Introduction: The purpose of this document is to, in simplified terms, explain to bidders/proposers major issues pertaining to the Section 3 Business Preference program required by the Highland Park Housing Authority's (Authority) funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."

2.0 What is Section 3?

2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including Middlesex County, New Jersey. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Authority preference must be given to low- and very low-income persons residing in Middlesex County, New Jersey (Section 3 resident), or Section 3 business concerns.

2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the Authority completes for work--the requirements of Section 3 DO NOT apply to purchases or contracts the Authority completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."

2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.

3.0 What does the term "Section 3 resident" mean?

3.1 A "Section 3 resident" is:

3.1.1 a public housing resident of the Authority; or

3.1.2 a low- or very low-income resident of Middlesex County, New Jersey.

3.1.2.1 Low- and very low-income within Middlesex County, New Jersey, are defined as residents within the following income levels for FY 2015 (Median Income = \$_____):

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$20,600	\$23,550	\$26,500	\$29,400	\$31,800	\$34,150	\$36,500	\$38,850
Extremely Low (30%)	\$12,400	\$14,150	\$15,900	\$17,650	\$19,100	\$20,500	\$21,900	\$23,300
Low (80%)	\$32,950	\$37,650	\$42,350	\$47,050	\$50,850	\$54,600	\$58,350	\$62,150

Income Limit figures are based on FY2015 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2015 FMR documentation.

4.0 What does the term "Section 3 business concern" mean?

- 4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:
 - 4.1.1 It is 51% or more owned by a Section 3 resident; or
 - 4.1.2 At least 30% of its full time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or
 - 4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

5.0 Is participation in Section 3 optional?

- 5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Authority will offer all bidders and proposers the option of a Preference.
- 5.2 In response to a competitive solicitation (quotes; bids; RFP's), bidders and proposers are not required to respond to the Authority with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim a Preference, then the Authority will consider, investigate, and determine the validity of each such claim for a Preference.
- 5.3 Regardless of whether or not a bidder or proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

6.0 Must a contractor receiving an award from the Authority take part in the Section 3 program?

- 6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extend feasible," take part in the program.
 - 6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment D, most specifically Section 2.0 thereon).
 - 6.1.1.1 Pertaining to Quotations for Small Purchases (QSP's), the Authority will give a Preference of 10% to any quoter deemed to be eligible to receive such Preference ("deemed," based on information the quoter submits in response to the QSP issued). This means that for a quoter deemed eligible to receive a Preference, though he/she, for example, submits a quote of \$10,000, such quote will be considered by the Authority to be \$9,000 (10% less), even though, if awarded, the Authority will pay the quoter the full \$10,000 originally quoted.

6.1.1.2 Pertaining to Invitations For Bids (IFB's), the Authority will give a Preference based upon the following:

	Preference = lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1 1/2% of lowest responsive bid, with no dollar limit

6.1.1.3 Pertaining to Request For Proposals (RFP's) and Request For Qualifications (RFP/QBS), the Authority will give a Preference based upon the following:

MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7 points		Priority V, Category 3: Business concerns

		participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Preference Points (Additional)

6.1.2 It is possible that a contractor may demonstrate, to the Authority's satisfaction, that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the Authority or that contractor may be deemed not responsible by the Authority and the contract may be, at the Authority's discretion, not awarded or terminated.

7.0 Be aware that, as detailed within §138.38, the following Section 3 Clause will be a part of every applicable contract the Authority executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

SECTION 3 CLAUSE

- A. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if

any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 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).

Mandatory Section 3 Requirements
Form 2-Business Preference Submittal Form
Bidders Who are Claiming a Section 3 Preference Must Complete this Form

- 1.0 Introduction: This form must be fully completed, accompanied by all required attachments, for any bidder/proposer claiming a Section 3 Business Preference (hereinafter, "Preference").
- 1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2 Each bidder/proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3 The bidder/proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "denoted effort" or "claim" will be accomplished). Failure on the part of the bidder/proposer to include any such required attachment fully explaining the claim of the bidder/proposer shall result in the Authority not considering the claim for a Preference (though the Authority will, if awarded, later require the bidder/proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 1.4 Please note that, even if a bidder/proposer does not complete and submit this form claiming a Preference, the Authority may require this form to be completed by the successful bidder/proposer as an attachment to the ensuing contract to document the Section 3 Plan required for the ensuing contract.
- 2.0 Current Section 3 Status: The undersigned bidder/proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder/proposer has attached justifying documentation for each item following marked with an "X"):
- 2.1 It is 51% or more owned by a Section 3 resident:
- 2.1.1 Authority resident lease;
- 2.1.2 Evidence of participation in a public assistance program;
- 2.1.3 Articles of Incorporation;
- 2.1.4 Fictitious or Assumed Business Name Certificate;
- 2.1.5 List of owners/stockholders and % of each;
- 2.1.6 Latest Board minutes appointing officers;
- 2.1.7 Organization chart with names and titles and brief functional statement;
- 2.1.8 Partnership Agreement;
- 2.1.9 Corporation Annual Report.
- 2.2 At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income.

2.3 ___ He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%
	\$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

3.0 Section 3 Preference Claim, Training and Employment Opportunities: The undersigned bidder/proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

3.1 ___ Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

- 3.2 ___ Residents of other housing developments managed by the Authority that is expending the section 3 covered housing assistance (category 2 residents);
- 3.3 ___ Participants in HUD Youth build programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
- 3.4 ___ Other section 3 residents.
- 4.0 Section 3 Preference Claim, Section 3 Business Concerns: The undersigned bidder/proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:
- 4.1 ___ Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);
- 4.2 ___ Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the Authority that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or
- 4.3 ___ HUD Youth build programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).
- 4.4 ___ Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.
- 5.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

PRIORITY CLAIMED (Mark "X")	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
	15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the

			housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

6.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

- 6.1 ___ Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 6.2 ___ Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 6.3 ___ Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 6.4 ___ Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 6.5 ___ Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional

information about the application process) in the common areas or other prominent areas of the housing development or developments. For Authorities, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

- 6.6 ___ Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 6.7 ___ Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an Authority or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 6.8 ___ Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 6.9 ___ Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 6.10 ___ Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 6.11 ___ Contacting agencies administering HUD Youth build programs, and requesting their assistance in recruiting HUD Youth build program participants for the Authority's or contractor's training and employment positions.
- 6.12 ___ Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Authority's or contractor's training and employment positions.
- 6.13 ___ Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 6.14 ___ Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Authority, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Authority or contractor intends to fill.

- 6.15 ___ For an Authority employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16 ___ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17 ___ Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18 ___ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 6.19 ___ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 6.20 ___ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 7.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, denote following the "efforts" your firm hereby formally commits to implement if you are awarded a contract:
- 7.1 ___ Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 7.2 ___ In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 7.3 ___ Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
- 7.4 ___ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Authority.
- 7.5 ___ For Authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

- 7.6 ___ Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.
- 7.7 ___ Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7.8 ___ Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 7.9 ___ Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 7.10 ___ Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 7.11 ___ Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 7.12 ___ Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 7.13 ___ Contacting agencies administering HUD Youth build programs, and notifying these agencies of the contracting opportunities.
- 7.14 ___ Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 7.15 ___ Developing a list of eligible section 3 business concerns.
- 7.16 ___ For Authorities, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 7.17 ___ Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 7.18 ___ Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 7.19 ___ Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

- 7.20 ___ Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 7.21 ___ Actively supporting joint ventures with section 3 business concerns.
- 7.22 ___ Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

8.0 The undersigned bidder/proposer hereby declares:

- 8.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.
- 8.2 He/she is aware that if the Authority discovers that any such information is not true and accurate, such shall allow the Authority to:
 - 8.2.1 NOT award the bidder/proposer a Preference; and
 - 8.2.2 If the Authority deems such is warranted (e.g. in the case of submitting information the bidder/proposer knows to be untrue), declare such bidder/proposer to be nonresponsive and not allow the bidder/proposer to receive an award.
- 8.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Authority as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Authority) whenever the successful bidder/proposer has need to hire additional employees during the term of the ensuing contract.

Mandatory Section 3 Requirements
Form 3-Business Preference Submittal Form
For Bidders Who are NOT Claiming a Section 3 Preference Must Complete this Form

POTENTIAL STATUS AS A SECTION 3 FIRM: "As described in" 24 CFR 135.5, *Section 3 business concern*, I hereby declare that my firm does not qualify as a Section 3 business concern; in that:

(1) I am the sole owner and my income does not meet the Section 3 guidelines. Accordingly, my firm is not "51 percent or more owned by section 3 residents;" and

(2) As I am the sole employee, I have no "permanent, full-time employees." Accordingly, there are no Section 3 residents employed at my firm; and

(3) I do not have any intention to "subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to . . . [a] section 3 business concern." As I will not be subcontracting any of the contract to any other business concern, claim of this is not "feasible."

MY PROPOSED SECTION 3 PLAN: (a) Within 24 CFR 135.1(a), HUD states that the purpose of the Section 3 requirements is to ". . . ensure that employment and other economic opportunities . . . shall, to the greatest extent feasible, . . . be directed to low- and very low-income persons . . ." (NOTE: Underlining added by me).

(b) Subcontracting. I hereby state that it is not "feasible" or reasonable for me to hire or retain any other person, much less a section 3 person, to assist in the performance of the ensuing contract. To explain in detail: It is clear that performance of the work detailed within the contract requires a very specialized skill-set and extensive knowledge and experience. It is extremely unlikely that I would be able to locate a Section 3 person with the requisite knowledge and experience to perform this work. If the work was extensive enough, I have other skilled sources and could retain another contractor to help; however, the work listed is well within my capabilities and abilities and it is my decision that the Authority would be best served by my performing the contract myself.

(c) Numerical Goals. As the award of this contract to my firm would not at any time result in any new hires, the "numerical goals" detailed within 24 CFR 135.30(a)(4)(b) do not apply to my firm; nor do the optional subcontract awards detailed within the following 24 CFR 135.30(a)(4)(c)(2).

(d) Section 3 Offer. Within the Appendix to Part 135, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, HUD details a number things that the Authority may implement to increase the effectiveness of its Section 3 efforts. I am pleased to make this offer: consistent with the level set within 24 CFR 135.30(c)(2), as requested by the Authority, I will donate not less than 3% of my time contracted by the Authority to assist the Authority to effectively implement HUD requirements and these recommendations within the Authority's Section 3 plan, procedures and efforts. I believe that this offer meets the HUD requirement of "to the greatest extent feasible" as I ascertain how I can help the Authority with this most important issue.

BID DOCUMENT CHECKLIST

Housing Authority of the Borough of Highland Park

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	<u>One Original and Two Copies of ENTIRE BID</u>	
<input type="checkbox"/>	Bid Form	
<input type="checkbox"/>	Bid Guarantee	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Affirmative Action Compliance Certification	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Business Registration Certificate	
<input type="checkbox"/>	Public Works Contractor Certificate (Prevailing Wage) for Bidder and Each Sub-Contractor	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Subcontractor Listing/Certification Form(s)	
<input type="checkbox"/>	Acknowledgement of Receipt of Addenda (regardless of issuance of addenda)	
<input type="checkbox"/>	Statements and Qualifications of Bidders and Subcontractors (one for each bidder and subcontractor)	
<input type="checkbox"/>	Representations, Certifications and Other Statements of Bidders	
<input type="checkbox"/>	Section 3 Documents	

***Please submit this form as the first page of your bid and the Bid Form as the second page.**

ATTACHMENT A
SAMPLE CONTRACT-do not submit with your bid

Form of Contract

Bathroom Modifications at the Samuel J. Kronman Building

This CONTRACT made this ____ day of _____ in the year ____ by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the Borough of Highland Park
242 So. Sixth Avenue
Highland Park, NJ 08904

hereinafter called the "Authority".

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

Article 1. Statement of Services. The Contractor shall furnish all labor, materials, tools and equipment and shall perform and complete all work required for the bathroom modifications at the Samule J. Kronman Building as per the technical specifications and drawings outlined in Section II of the Invitation for Bids (IFB) dated March 9, 2018 which is incorporated herein by reference and made a part hereof.

Article 2. Term of Contract. The Contractor shall complete all work as specified within 90 days of receipt of a written Notice to Proceed or receipt of applicable permits, if any. If the Contractor fails to complete the work within 90 days, the Contractor shall pay the Authority as liquidated damages, the sum of \$150.00 for each day of delay as outlined in form HUD-5370. To the extent that the Contractor's delay or nonperformance is excused liquidated damages shall not be due to the Authority. The Contractor remains liable for damages caused other than by delay.

Article 3. Scope of Work. The scope of work includes the labor, materials and equipment to perform all work per the technical specifications and drawings prepared by Element Architectural Group which are incorporated by reference and made a part hereof.

Article 4. Performance of Work, Work Requirements and Contractor's Responsibility. The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority or as listed in the subcontractor certificate.

Contractor will schedule and perform the work between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, unless prior written permission is granted by the Authority to perform work at other times. The Contractor shall coordinate all his activities with the Authority. The Authority may charge to the contractor any additional costs for inspections or testing.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing the work, the Contractor shall remove all equipment materials and tools that are not the property of the Authority and leave the work area in a neat, clean and orderly condition. The Contractor shall dispose of all debris off-site in accordance with all applicable Federal, State and local statutes, ordinances and regulations.

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 all necessary health and safety precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

The Contractor shall apply and pay for any applicable permits related to the work. Fees for Building permits issued through the City Code Enforcement office are waived. No final payments shall be processed without furnishing written documentation the work has been inspected and the Borough of Highland Park Code Enforcement Department has closed out the permit.

Article 5. Rates and Payments. The Authority shall pay the contractor a lump sum fee of _____ dollars and ____ cents (\$____.____) after all (or periodic) work has been satisfactorily completed and tested. The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. The invoice must be accompanied by certified payrolls for the period that is invoiced. Payment shall be due within 30 days of receipt of the invoice by the Authority. No payments shall be processed without attached certified payrolls covering payment period.

Article 6. Insurance. Before performing any work, the Contractor shall furnish the Authority 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 New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies, which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

Article 7. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award. Bidders shall be registered, however, at the time of the bid opening.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of this Agreement, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-49(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Article 8. Section 3 Requirements.

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.

Article 9. Assignment of Contract. The Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority, does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

Article 10. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. General Contract Conditions - Construction, form HUD-5370;
3. Drawings and Technical Specifications;
4. Invitation for Bids dated 3/9/18;
5. Bid submitted by the contractor dated 3/9/18;
6. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 8 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first above written.

In the presence of:

_____ by _____
(Name)
(Title)
(Company Name)
(Phone Number)

In the presence of:

_____ by _____
Donna F. Brightman
Executive Director
Housing Authority of the
Borough of Highland Park

CHANGE ORDER AUTHORIZATION

Print neatly or type the required information in the spaces provided below. If necessary add additional pages and provide the required information following the same format:

CHANGE ORDER AUTHORIZATION (COA) NO.: _____

PROJECT: _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

NOTICE:

- A. Preparation of this Authorization will create the basis for an agreement to a proposed Change in the Contract between the Authority and the Contractor.
- B. Formal agreement on the terms and conditions of the proposed Change is not complete until all parties have signed the H.U.D. Change Order which will be prepared from the information provided herein.
- C. Do not proceed with any Change until this Change Order Authorization for the Change has been signed by all parties.

DESCRIPTION:

- A. This Change was requested by:
- B. The following Change in the Work is proposed:
- C. The Cost Breakdown for the Proposed Change is as follows:
 - 1. Labor:
 - 2. Materials:
 - 3. Subcontractor prices with breakdown:
 - 4. Insurance and Bonds:
 - 5. Overhead (Indirect Costs): 8% of Items No. 1, 2 & 3:
 - 6. Profit: 5% of Items No. 1, 2 & 3:
 - 7. Total Cost for this Change:
 - 8. Adjustment to Contract Period required by this Change:
 - 9. Project Completion Date if this Change is approved:
- D. Supporting documents for this Change are as follows:

APPROVALS *(Signature indicates approval to prepare formal H.U.D. Change Order):*

Contractor: _____
(signature) (title) (date)

Architect: _____
(signature) (date)

Authority: _____
(signature) (title) (date)

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", 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

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

37. Subcontracts

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

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

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

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

39. Equal Employment Opportunity

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

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

- make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

General Decision Number: NJ180036 02/09/2018 NJ36

Superseded General Decision Number: NJ20170036

State: New Jersey

Construction Type: Building

County: Middlesex County in New Jersey.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	02/09/2018

ASBE0032-009 09/19/2015

MIDDLESEX COUNTY (Boroughs of Carteret and Dunellen; Township of Edison; Boroughs of Highland Park, Metuchen and Middlesex; City of New Brunswick; Township of Old Bridge; City of Perth Amboy; Township of Piscataway; Borough of Sayreville; City of South Amboy; Boroughs of South Plainfield and South River; Township of Woodbridge)

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....	\$ 47.24	31.95

ASBE0089-008 07/01/2016

MIDDLESEX COUNTY (does not include the Boroughs of Carteret and Bathroom Modifications at Kronman IFB 2018

Dunellen; Township of Edison; Boroughs of Highland Park, Metuchen and Middlesex; City of New Brunswick; Township of Old Bridge; City of Perth Amboy; Township of Piscataway; Borough of Sayreville; City of South Amboy; Boroughs of South Plainfield and South River; Township of Woodbridge)

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....	\$ 42.02	31.83

PAID HOLIDAYS:

The last day prior to the Christmas and New Year's Day observed holiday: 4 hrs. pay.

BRNJ0002-015 11/01/2016

	Rates	Fringes
Bricklayer.....	\$ 40.00	29.29

Work on high stacks: 22% per hour additional.

BRNJ0007-020 11/22/2016

MIDDLESEX COUNTY (north of Route 33)

	Rates	Fringes
Tile finisher.....	\$ 40.17	25.88
Tile setter.....	\$ 46.50	31.38

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

BRNJ0007-021 06/06/2016

MIDDLESEX COUNTY (south of Route 33):

	Rates	Fringes
Tile finisher.....	\$ 40.17	25.88
Tile setter.....	\$ 45.16	27.20

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

CARP0006-009 11/01/2017

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 47.92	57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-011 11/01/2017

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging and Formwork.....	\$ 47.92	57%

CARP0715-007 11/01/2017

	Rates	Fringes
Millwright.....	\$ 48.01	58%+0.15

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0456-008 05/29/2017

	Rates	Fringes
ELECTRICIAN (Including Low voltage Wiring) Cable splicer.....	\$ 57.86	53.25%
Electrician.....	\$ 50.31	53.25%

Work on line voltage of 440 volts and over: 10% per hour additional.

Work from trusses, scaffolds and ladders 40 ft. or more from the ground or floor; or under airpressure; or over conveyors or moving equipment or machinery: 10% per hour additional.

ELEV0001-003 03/17/2013

	Rates	Fringes
Elevator mechanic Work on the addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit equipment, including work involving a structural rise in the elevator		

shafts in an existing building and other elevator work in the machine room, hoistway or pit; Also, changes in design and appearance of basic escalator equipment...\$ 45.14 27.455
 All other work.....\$ 57.01 27.605

PAID HOLIDAYS:

New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

PAID VACATION:

A worker who has worked less than 5 years: 4% of his or her hourly rate for all hours worked.

A worker who has worked 5 to 10 years: 6% of his or her hourly rate for all hours worked.

A worker who has worked 15 or more years: 8% of his or her hourly rate for all hours worked.

 * ENGI0825-020 01/01/2018

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 47.70	30.30
GROUP 2.....	\$ 46.05	30.30
GROUP 3.....	\$ 43.91	30.30
GROUP 4.....	\$ 42.41	30.30
GROUP 5.....	\$ 40.69	30.30

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle

traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor (2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:

Oiler

IRON0011-011 07/01/2017

MIDDLESEX COUNTY (Northern Half of County)

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 40.49	43.67
Structural, Ornamental, Rigger.....	\$ 42.54	43.67

IRON0068-016 07/01/2016

MIDDLESEX COUNTY (Southern Half of County)

	Rates	Fringes
Ironworker		
Reinforcing.....	\$ 44.55	20.88
Structural, Ornamental, Rigger.....	\$ 46.54	20.88

Hazardous waste removal work, on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

LABO0008-001 05/01/2011

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.37	21.62

The removal, abatement, enclosure and decontamination of

personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

LABO0222-006 07/01/2012

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete.....	\$ 29.85	23.07

LABO0222-009 07/01/2012

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt		
Spreader, Common or		
General Laborer, Landscape		
Laborer, Pipelayer, Power		
Tool Operator and		
Screedman.....	\$ 29.35	23.07

PAIN0711-018 05/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 39.50	23.20

PAIN0711-020 05/01/2017

	Rates	Fringes
PAINTER (Brush & Roller).....	\$ 39.25	22.66
PAINTER (Paperhanger).....	\$ 40.19	22.72
PAINTER (Spray).....	\$ 40.28	19.98

PAIN0711-021 05/01/2017

	Rates	Fringes
Glazier.....	\$ 44.81	23.16

Work welding or using a cutting torch:
\$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing

the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: \$1.00 per hour additional.

 PLAS0008-008 05/01/2015

	Rates	Fringes
Plasterer.....	\$ 36.87	26.33

 PLAS0592-036 05/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.02	31.77

 PLUM0009-021 03/01/2017

MIDDLESEX COUNTY (does not include the Boroughs of Dunellen and Middlesex; Township of Piscataway; Borough of South Plainfield)

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 47.47	35.51
Service and Repair.....	\$ 37.48	21.08
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 47.47	35.51
Service and Repair.....	\$ 37.18	19.88

 PLUM0024-016 05/01/2017

MIDDLESEX COUNTY (Boroughs of Dunellen and Middlesex; Township of Piscataway; Borough of South Plainfield)

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 52.66	33.54

 PLUM0475-016 05/01/2017

MIDDLESEX COUNTY (Boroughs of Dunellen and Middlesex; Township of Piscataway; Borough of South Plainfield)

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 48.51	32.50

 ROOF0004-008 06/01/2015

MIDDLESEX COUNTY (north and east of Route #18)

	Rates	Fringes
ROOFER (Includes All Types of Bathroom Modifications at Kronman IFB 2018		

Roofs).....\$ 35.52 25.03

ROOF0030-030 05/01/2017

MIDDLESEX COUNTY (south and west of Route #18)

	Rates	Fringes
Roofer		
SHINGLES.....	\$ 36.15	29.76
SLATE AND TILE.....	\$ 36.15	29.76
ALL OTHER WORK.....	\$ 36.15	29.76

Mopper, and operator of felt-laying machine: \$.50 per hour additional.

Work applying roofing material, on any new construction job, on those days on which a felt-laying machine or slag-dispensing machine is used: \$.50 per hour additional.

PAID HOLIDAY:

The last working day before Christmas, to be paid at the rate of four hours pay.

SFNJ0669-009 04/01/2017

MIDDLESEX COUNTY (Princeton, South Brunswick and Monroe Townships)

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 49.15	23.08

SFNJ0696-005 01/01/2017

MIDDLESEX COUNTY (Remainder of County)

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 58.83	25.37

SHEE0027-010 06/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 43.08	32.52

TEAM0469-005 11/01/2017

	Rates	Fringes
Truck drivers:		
Dump Truck.....	\$ 39.90	31.385
Off the Road Truck.....	\$ 40.05	31.385

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

VACATION PAY CREDIT:

Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

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

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

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

The body of each wage determination lists the classification

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION

SECTION II

TECHNICAL SPECIFICATIONS AND DRAWINGS FOR THE EXHAUST SYSTEM CREATED BY:

Project Engineer (Exhaust System):
TJD Engineering Associates, Inc.
2 Hancock Drive
West Milford, NJ 07480
(973) 208-0054

Please direct all questions pertaining to this section to:

T.Tamayne@TJDengineering.com
AND
LS@WoodbridgeHousingAuthority.org

TECHNICAL SPECIFICATIONS AND DRAWINGS FOR THE SHOWER STALL INSTALLATIONS CREATED BY:

Project Engineer (Shower Stalls):
LS Engineering Associates Corp.
150 River Road, Building E
Montville, NJ 07045
(973) 588-3122

Please direct all questions pertaining to this section to:

kimlaw@lseacorp.com
AND
LS@WoodbridgeHousingAuthority.org

The above technical specifications and drawings include:

SHOWER SPECIFICATIONS – 4 PAGES INCLUDING COVER

SHOWER DRAWINGS – 3 PAGES

EXHAUST SYSTEM SPECIFICATIONS – 46 PAGES INCLUDING COVER

EXHAUST SYSTEM DRAWINGS – 5 PAGES

TECHNICAL SPECIFICATIONS

REPLACEMENT OF BATHTUBS WITH SHOWER STALLS Samuel Kronman Apartments 242 South 6th Avenue Highland Park, New Jersey

Prepared For:

Highland Park Housing Authority
New Jersey

Prepared By:

LS Engineering Associates Corporation
150 River Road, Building E, Suite E2
Montville, NJ 07045
NJ Certificate of Authorization No: 24GA2791380

February 2018
2018-20



TECHNICAL SPECIFICATIONS

Replacement of Bathtubs with Shower Stalls Kronman Apartments Highland Park, New Jersey

PART 1 - GENERAL

1.01 SCOPE:

- A. This work shall consist of a complete replacement of existing bathtubs with new shower stalls for a total of 90 units (for 90 bathrooms). Work will include removal of existing bathtubs and accessories as needed for a complete and proper installation of the new shower stalls. Replacement and installation of new shower stalls shall comply with specifications of this section.
- B. Whenever there is a discrepancy between the Specifications and the manufacturer's recommendations, with approval of the Architect, the manufacturer's recommendations shall govern.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Provide products as called for in this Section, or equal, approved in advance by the Architect, in the types and locations shown on the Plan Drawings.
- B. Substitutions of products, fixtures, components or accessories, as selected by the Contractor, are subject to the approval of the Architect.

1. PREFABRICATED SHOWER STALL:

Freedom Easy Step Shower, APF6032SH3P, 60"x33"x77", 3-piece, with 4" threshold, molded seat, and fully reinforced backing by Freedom Showers. Color: White.

2. SHOWER KIT:

Chrome handheld shower kit with grab bar assembly, APFHGGBLS, by Freedom Showers. Kit includes handshower, hose, porter and high mount arm.

3. DRAIN:

Provide 2" brass drain, low profile, with stainless steel strainer.

4. VALVE:

Pressure balance valve, Z7300-SS-MT, by Zurn, with pex and copper fittings.

5. GLASS DOOR ENCLOSURE:

Provide swing glass door enclosure with aluminum frame to fit within shower stall. Submit mock-up to Architect and Housing Authority for approval.

6. GRAB BARS:

Provide 24"x1-1/2" polished stainless steel finish grab bar. Submit sample to Architect and Housing Authority for approval.

PART 3 - EXECUTION

3.01 GENERAL:

A. Surface Conditions

1. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

B. Installation

1. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this section.
2. Install each item in its proper location, firmly anchored into position, level and plumb, and in accordance with the manufacturer's recommendations.

3.02 ROUGH PLUMBING LAYOUT:

1. **SURFACE PREPARATION:** Where existing materials are removed and new or dissimilar materials are called for to be installed on the same surface, the Contractor shall properly prepare the surface in accordance with the manufacturer's guidelines for the new material to be installed. Under no circumstances shall new materials be installed over improperly prepared substrates or surfaces.
2. **STANDARDS:** Where existing materials and structures are to be modified, removed, repaired or replaced, such construction shall conform to the standards as set forth in the details as being equal to that of new construction. Such construction shall leave clean solid surfaces ready to receive new materials as specified. Replacement of existing system components shall be on a one-on-one basis, wherein the replacement shall equal the existing in quality, and required operation.

3. **PATCHING:** Where omitting of existing surfaces or removal of existing finishes is required to perform the work under this Contract, and a new finish is not indicated, fill existing openings and patch the surface after doing the work, and finish to match adjacent existing surfaces.
4. **PROTECTION:** Protect all existing building elements and improvements indicated to remain.
5. **SAFE MAINTENANCE:** All trash and potentially flammable material shall be removed from the site daily. Contractor shall maintain the site in an orderly and safe condition during the work. Under no circumstances shall gasoline, solvents or other volatile or potentially explosive materials or liquids be brought into, stored or used on the premises.
6. **DAMAGED WORK:** In the event of damage to items not scheduled for modification or demolition, promptly replace such items to the approval of the Architect and at no additional cost to the Housing Authority.

END OF SECTION

**HIGHLAND PARK
HOUSING AUTHORITY**

**PROPOSED SHOWER STALLS
(BATHTUB REPLACEMENT)**

**SAMUEL KRONMAN APARTMENTS
242 SOUTH 6TH AVENUE
HIGHLAND PARK, NEW JERSEY**



LSEA CORPORATION
150 RIVER ROAD, BLDG. E, SUITE E2, MONTVILLE, NJ 07045

DRAWING LIST:

- A1 TITLE SHEET, GEN. NOTES & LOCATION MAP
- A2 2ND TO 6TH KEY FLOOR PLANS
- A3 DETAILS

GENERAL NOTES:

CONSTRUCTION NOTES:

- The complete installation including the material installed shall meet the minimum requirements of the latest Local Building Code, HUD requirements, and all applicable laws and municipal requirements.
- The contractor shall supervise and be responsible for the proper locations and installation of all items.
- The contractor shall conduct his operations under this Contract in such a manner as to allow, at all times during the performance of the work ingress and egress for the tenants and the public with the Authority's cooperation. The Contractor shall notify and cooperate with Authority's representative to coordinate his work to meet this condition.
- The Contractor shall provide all necessary safety equipment, materials and personnel to protect the public walks, entrance to buildings and grounds within the work areas of this contract in order that pedestrians, tenants, and the public be protected at all times.
- GC. to coordinate as required with other trades to assure proper and adequate completion of the work.
- Install each item in its proper location, firmly anchored into position, level and plumb, as per the manufacturer's recommendations.
- Installation of work shall comply with specifications; bring it to the attention of the architect in case of any discrepancy.
- The Contractor shall arrange with the Building Manager or other designated Building Manager or other designated Owner Representative for the shut off of water risers. At the close of each working day, all water risers shall be restored. Tenants shall not be left without hot or cold water or sanitary facilities overnight.
- Should any portion of the existing buildings or area be damaged, disturbed or otherwise affected due to the work of the contract, the Contractor shall report the conditions and circumstances to the Building Manager or other designated Owner Representative and shall make all necessary repairs and replacements to such damaged work at his own expense and with new materials to match the existing work in every respect.

POLLUTION/ NOISE CONTROL NOTES:

- GC. to notify the Building Manager or other designated Owner Representative and Tenants with adequate time notice of when the work will start and when will end in their bathroom.
- Keep the premises in a neat, safe and orderly condition at all times during execution of the work, free from accumulation of sawdust, cut-ends and debris. GC. to clean at the end of each working day all bathroom where the work is in process and to remove daily all construction products such as equipments, nails, glue, etc..
- GC. to keep the noise level as low as possible. Prior to any extreme noise GC. to notify Building Manager or other designated Owner Representative & all tenant in the building

PLUMBING NOTES:

- All plumbing work shall be performed by or under supervision of a licensed Master plumber. The Contractor shall carefully conform to New Jersey licensing requirements regarding the execution of plumbing work, including the pertinent statutes regarding the licensing of Plumbing Contractors and individual plumbing tradesmen.
- After the new installation is made, all joints shall be tested at full line pressure and all leaks corrected.

DEMOLITION NOTES:

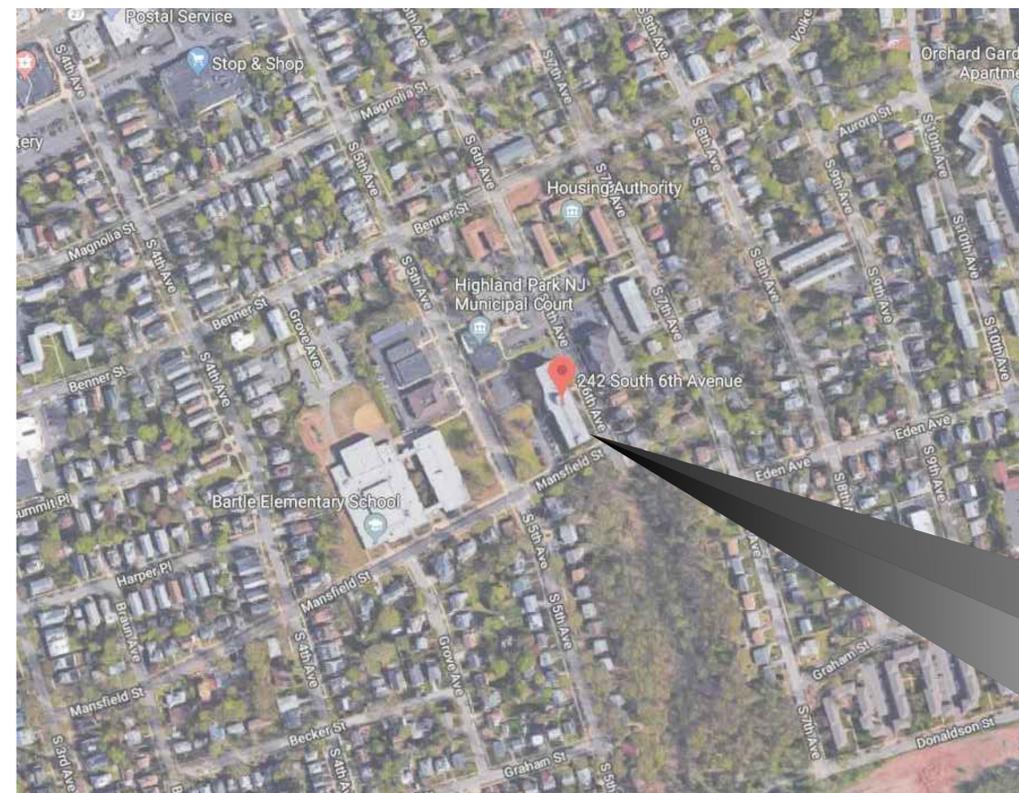
- Examine the areas and conditions under which the work will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

MOLD CLEANING NOTES:

- GC. to clean any mold/mildew IF found inside the walls after removal of GYP.
- GC. to provide photos to architect to proof the damage area. The architect to provide written approval.
- GC. to replace any rotten/damaged wood framing (match existing wall thickness) and/or batt insulation (match existing R value).

SCOPE OF WORK:

- Replacing the tub in each unit in accordance with the contract plans and specifications (remove and dispose existing tub and install new shower stall.)
- Remove existing water damaged wall board and reinstall new at three (3) walls around shower stall as necessary.
- Relocate tub faucet as per drawings, and replace showerheads with new high efficiency (1.5PM) to reduce water consumption.
- Reinstall any disturbed flooring – match existing condition.
- Clean-up and restoration of work areas.
- Contractor shall sequence construction as per client direction.



PROJECT LOCATION:
SAMUEL KRONMAN APTS.
242 SOUTH 6TH AVENUE,
HIGHLAND PARK, NEW JERSEY



1 LOCATION MAP

SCALE: N.T.S.

REV.:	DATE:	REMARKS:

PROJECT:
**PROPOSED
ELEVATOR REHABILITATION
(CAR #1)**
MORRIS COUNTY COURTHOUSE
MORRISTOWN, NJ 07963

DRAWING:

**TITLE SHEET
AND
LOCATION MAP**

PROJECT NO.:	2018-20
DATE:	FEB. 5, 2018
SCALE:	AS NOTED
CHECKED BY:	JAO

SHEET NO.:

A-1

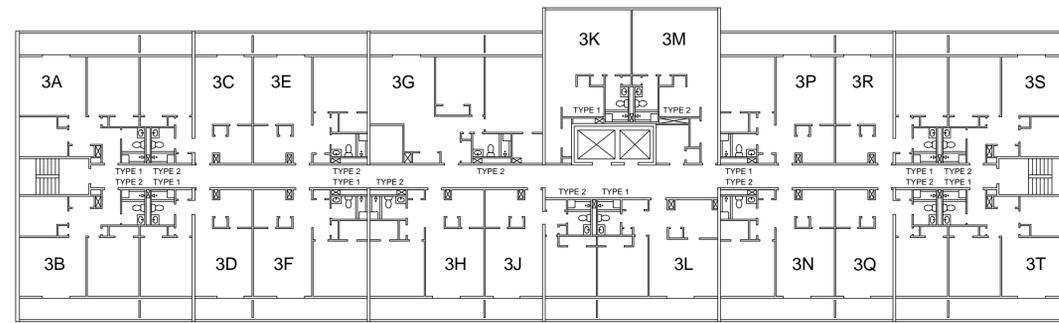
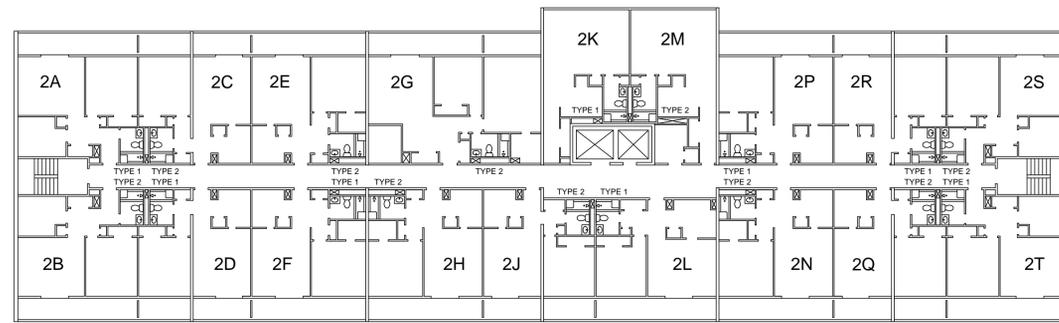
JOSE ALBERTO ORTIZ
AIA, LEED AP
NJ LIC. #17795



LSEA

LSEA CORPORATION
150 RIVER ROAD, BUILDING E, SUITE E2, MONTVILLE, N.J. 07045

LEGEND



1 2ND FLOOR KEY PLAN

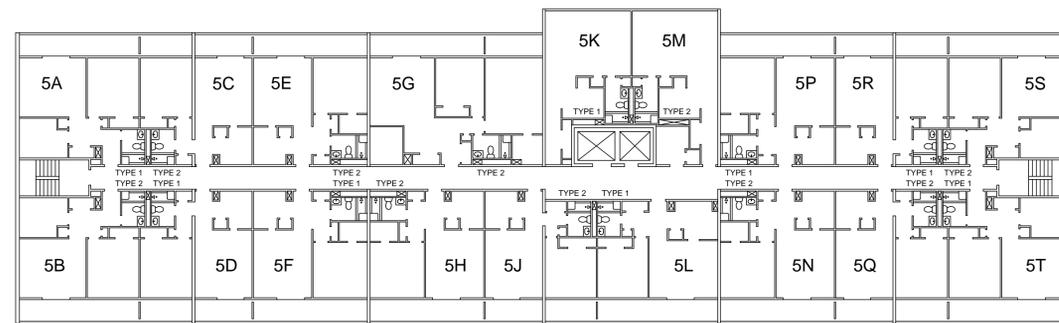
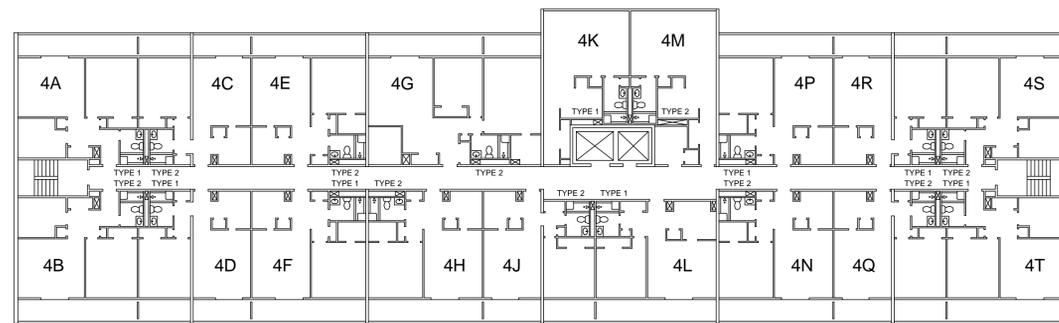
SCALE: N.T.S.

TYPE 1 = 8 UNITS
TYPE 2 = 10 UNITS

2 3RD FLOOR KEY PLAN

SCALE: N.T.S.

TYPE 1 = 8 UNITS
TYPE 2 = 10 UNITS



3 4TH FLOOR KEY PLAN

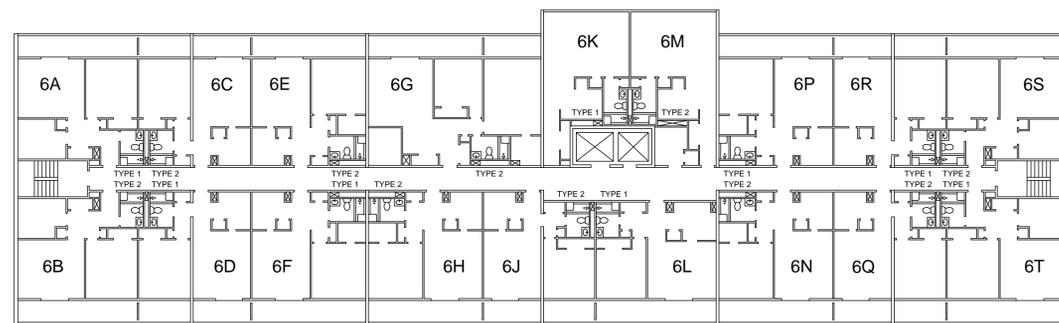
SCALE: N.T.S.

TYPE 1 = 8 UNITS
TYPE 2 = 10 UNITS

4 5TH FLOOR KEY PLAN

SCALE: N.T.S.

TYPE 1 = 8 UNITS
TYPE 2 = 10 UNITS



5 6TH FLOOR KEY PLAN

SCALE: N.T.S.

TYPE 1 = 8 UNITS
TYPE 2 = 10 UNITS

REV.:	DATE:	REMARKS:

PROJECT:
PROPOSED SHOWER STALLS
 HIGHLAND PARK HOUSING AUTHORITY
 SAMUEL KRONMAN APTS.
 242 SOUTH 6TH AVENUE
 HIGHLAND PARK, NEW JERSEY

DRAWING:

**2ND TO 6TH
KEY PLANS**

PROJECT NO.:	2018-20
DATE:	FEB. 5, 2018
SCALE:	AS NOTED
CHECKED BY:	JAO

SHEET NO.:

A-2

JOSE ALBERTO ORTIZ
 AIA, LEED AP
 NJ LIC #17795

TECHNICAL SPECIFICATIONS

Bathroom Exhaust Modifications

Samuel Kronman Apartments

**242 South 6th Avenue
Highland Park, New Jersey**

Prepared For:

**Highland Park Housing Authority
New Jersey**

Prepared By:

**TJD Engineering Associates, Inc.
2 Hancock Drive
West Milford, NJ 07480
NJ Certificate of Authorization No: 24GA2794400**

February 14, 2018

GC - GENERAL CONDITIONS

SECTION GC - GENERAL CONDITIONS

1. The General Conditions shall be: "General Conditions of the Contract for Construction", AIA Document A201-1987, fourteenth edition, twenty four (24) pages. Although not bound herein, it shall be applicable to all Work under this Contract as modified in Section SGC - Supplementary General Conditions.
2. Copies are on file for examination at the office of TJD Engineering Associates, Inc. and are available on request from either TJD Engineering Associates, Inc. or the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.

END OF SECTION

SGC - SUPPLEMENTARY GENERAL CONDITIONS

The following supplements shall modify, delete, and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect, and the supplemental provision shall be considered as added thereto. Where any article, paragraph or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded, shall remain in effect.

ARTICLE 2 - OWNER

- a. Paragraph 2.2 - Information and Services Required of the Owner: Supplement subparagraph 2.2 as follows:
 - 2.2.7 The Contractor shall not assume that the Owner will furnish any services unless such services are specifically described in the Specifications or on the Drawings.
 - 2.2.8 During the progress of the Work, the Owner may, at his option, undertake to furnish certain services to the Contractor upon written request from the Contractor or his authorized representative.
 - 2.2.9 Services furnished by the Owner, excepting those to be furnished free of charge, are to be billed to the Contractor at cost plus related payroll expenses and overhead.

ARTICLE 3 - CONTRACTOR

- a. Paragraph 3.6.1 - Taxes: Delete paragraph 3.6.1 in its entirety and substitute the following:
 - 3.6.1 "The Contractor shall accept exclusive liability for payment of social security taxes measured by the wages of employees attributable to or performing the Work herein specified, and shall also be responsible for the payment of all sales, excise, gross receipts, and use taxes. The Owner will give to the Contractor a properly completed Certificate of Capital Improvement upon request. The Contractor shall accept exclusive liability for all contributions or taxes imposed by or required under the State unemployment Insurance Law or the Federal Social Security Act or any other act, now or hereinafter in effect upon, in, or in respect of wages, salaries, or other compensation paid to employees engaged upon or in connection with the Work to be performed hereunder, and shall furnish to the Owner the Contractor's State Unemployment Registration Number."

SGC - SUPPLEMENTARY GENERAL CONDITIONS

- b. Paragraph 3.7 - Permits, Fees, and Notices: Supplement subparagraph 3.7.1 as follows:

3.7.1.1 The Contractor shall be responsible for conforming with all requirements of all authorities having jurisdiction over issuance of Certificates of Occupancy, shall obtain all necessary permits and certificates required for same, and when all Work is sufficiently complete, shall apply and pay for the Electric Underwriters Certificates, the Certificates of Occupancy, and other required certificates in connection with plumbing work, sprinkler work, etc., with the cooperation of the Owner and Architect, as required, to assure prompt issuance of same.

- c. Paragraph 3.15 - Cleaning Up: Supplement subparagraph 3.15.1 AS FOLLOWS:

3.15.1.1 Contractor, after completion of Work and prior to final inspection and acceptance, shall thoroughly clean and polish Work provided under Contract, including fixtures and equipment, leaving same free from dirt, stains, paint, soiling, or defacement of any kind, in perfect condition as approved.

3.15.1.2 Shafts, electrical closets, pipe and duct shafts, chases, furred spaces above hung ceilings, and similar spaces that are generally unfinished shall be cleaned and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust.

3.15.1.3 Rubbish shall be placed in receptacles and taken to an assigned area. Under no circumstances shall any rubbish or waste be dropped from one level to another within or outside the building.

3.15.3 Contractor shall coordinate time of rubbish removal with the Owner.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

- a. 4.1 Architect

1. Delete Paragraph 4.1.1 in its entirety and substitute the following:

The "Architect" and "Engineer" as used in this Specification, shall be those parties as defined in the Instructions to Bidders.

2. Wherever the term "Architect" appears in these General Conditions, it shall be revised to read "Architect and/or Engineer".

SGC - SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 5 - SUBCONTRACTORS - SAME

- a. Paragraph 5.2 - Award of Subcontracts and Other Contracts the Portions of the Work - Supplement paragraph 5.2 as follows:
 - 5.2.5 The Contractor shall not sublet or subcontract any part of the Work without the prior written approval of the Owner.
 - 5.2.6 The Contractor shall bind any Subcontractor by the terms and provisions of these Specifications to the extent that the same shall be applicable to the Work sublet or subcontracted.
- b. Paragraph 5.3 - Subcontractual Relations - Supplement paragraph 5.3 as follows:
 - 5.3.1 Any agreement between the Contractor and his Subcontractor shall not create any contractual relationship between the Subcontractor and the Owner.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- a. Paragraph 6.2 - Mutual responsibility - Supplement paragraph 6.2 as follows:
 - 6.2.7 The Contractor agrees to cooperate with others employed by the Owner in the performance of the Work and to employ labor which will work in harmony with the same or other trades engaged in any Work on the premises.

ARTICLE 8 - TIME

- a. Paragraph 8.2 - Progress and Completion - Supplement paragraph 8.2 as follows:
 - 8.2.4 The regular work week of all workmen at the job site shall begin Monday and end on Friday, unless noted elsewhere. It shall be understood that the Work is to be done in single shifts during normal work week. The Contractor may elect to undertake overtime Work at his own expense in order to comply with the completion date stated in the Contract. If Work beyond normal working hours other than that herein specified is otherwise required by the Owner, the additional cost thereof will be paid by the Owner in accordance with the terms described herein. The Owner will not assume responsibility for any claims or expenses that the Contractor may incur due to his failure to effect the work week.

SGC - SUPPLEMENTARY GENERAL CONDITIONS

8.2.5 When and if overtime is approved by the Owner, the Contractor shall be reimbursed for such authorized overtime on the basis of the premium cost of labor only, plus actual insurance and payroll taxes on same unless otherwise specified in the order of Contract. No overhead or profit will be allowed on overtime. No additional cost will be allowed for any overtime required by the Contractor which was not specifically requested by the Owner. No less than 24 hours advance notice shall be given to the Owner for access to the working areas at other than normal business hours.

ARTICLE 9 - PAYMENTS AND COMPLETION

a. Paragraph 9.3 - Applications for Payment - Delete subparagraph 9.3.1 in its entirety and substitute the following:

9.3.1 At least thirty days before the date established for each progress payment, the Contractor shall submit to the Architect in itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage, if provided by elsewhere in the Contract Documents.

b. Paragraph 9.7 - Failure of Payment - Delete subparagraph 9.7.1 in its entirety and substitute the following:

9.7.1 If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract time shall be extended as appropriately and the contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up, which shall be accomplished as provided in Article 7.

ARTICLE 11 - INSURANCE AND BONDS

a. Paragraph 11.1 - Contractor's Liability Insurance - Delete subparagraph 11.1.2 in its entirety and substitute the following:

11.1.2.1 a) The Contractor agrees, as condition hereof, that he will defend, indemnify, and save harmless the Owner, the Architect, and the

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Engineer from and against all loss or damage and all liability for loss or damage to property or injury to or death of any person or persons arising from or growing out of the negligence of such Contractor or any of his employees, agents and/or Subcontractors or the use of any equipment owned or operated by the Owner, but under the control of said Contractor, his employees, agents and/or Subcontractors, that he will comply with all provisions of all Workmen's Compensation Acts, Workmen's Occupational Diseases Acts or Employer's Liability Acts of the state or states in which this contract is to be performed and in which any employees of the Contractor are or were engaged, and will furnish evidence satisfactory to the Owner that he carries full insurance covering liability to employees in the state or states wherein this contract is to be performed and wherein the Contractor may have made his contracts of employment with his employees and he will inform the Owner, in writing, by registered mail, at least thirty (30) days prior to cancellation of Workmen's Compensation Insurance in the state or states in which this Contract is to be performed.

- b) During the term of the contract, the Contractor and each Subcontractor shall at his own expenses, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner.
 - 1) Workmen's Compensation, Including Occupational Diseases and Employer's Liability.
 - a) Statutory: Amounts and coverage as required by applicable law.
 - b) Employer's Liability: at least \$1,000,000 each accident.
 - 2) Public Liability

Public Liability shall include coverage for direct operations, sublet Work, elevators, contractual liability and completed operations with limits no less than the following:

 - a) Bodily Injury Liability, including personal injuries:
 - \$1,000,000 each person
 - \$3,000,000 each accident
 - b) Property Damage Liability:
 - \$1,000,000 each accident

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\$1,000,000 aggregate

3) Comprehensive Automobile Liability

Automobile Liability Insurance shall include coverage for owned, non-owned, and hired vehicles with limits not less than those stated below:

- a) Bodily Injury Liability:
 - \$1,000,000 each person
 - \$3,000,000 each accident
- b) Property Damage Liability:
 - \$1,000,000 each accident
- c) Any endorsement shall be attached to the policy or policies of such insurances, providing that the insurance company or companies shall agree to inform the Owner, in writing by registered mail, at least thirty (30) days prior to the termination of any such policy which changes, restricts, or reduces the insurances provided or which changes the name of the assured.

The Liability Insurance should include the owner as additional insured and indicate that the insurance company recognizes the existence of this save harmless agreement. Reference should be made to the specific Contract. The Insurance should be broad form contractual.

The Owner does not assume any liability until after the Work has been completed and turned over by the Contractor and accepted by the Owner, except as specifically indicated in the Contract.

- b. The following articles (15-26) are in addition to the General Conditions of the Contract For Construction (AIA Document A201) and are hereby made part of the Supplementary General Conditions:

ARTICLE 15 - ADVERTISING MATTER

- a. Names of makers and advertising matter shall not appear on equipment unless so specified. However, nameplates of a nominal size and inconspicuous nature will be permitted.

SGC - SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 16 - VARIATIONS FROM MATERIALS SPECIFIED

- a. Materials or products specified by name of manufacturer's brand or trade name or catalog reference shall be the basis of the Bid and furnished under the Contract. Where two materials or products are named, the choice of these shall be optional. Should the Bidder wish to use materials or products other than those specified, he shall so state at time of bid, naming proposed substitutions and indicating what difference, if any, will be made in the Base Bid, including changes in cost of other Work affected thereby, should such substitutions be accepted.

ARTICLE 17 - SETTING OUT THE WORK

- a. All Work shall be set or laid out on the premises by the Contractor who will be held responsible for its correctness. If there is any discrepancy between actual conditions and the Plans, he shall notify the Engineer and shall not proceed with any Work affected thereby until instructions are received from the Engineer.

ARTICLE 18 - STANDARD SPECIFICATIONS

- a. All Work throughout this Project shall conform to the Uniform Construction Code of the State where Work is being performed.
- b. Reference is made through this Specification to codes and standards as published by agencies listed below and designated by the following abbreviations and acronyms:

ACI	American Concrete Institute
AISC	American Institute of Steel Construction Inc.
AISI	American Iron and Steel Institute
AMCA	Air Moving & Conditioning Association, Inc.
ANSI (Stds)	Formerly American Standards Assn. Inc. (ASA) and United States of America (USA). Now known as: American National Standards Institute, Inc.
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing & Materials
AWS	American Welding Society
BOCA	Building Officials & Code Administrators International, Inc.
EIA	Electronics Industries Association
FED. SPEC.	Federal Specification
FM	Factory Mutual Insurance Co.

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IEEE	Institute of Electrical & Electronic Engineers
GA	Gypsum Association
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSPC	National Standard Plumbing Code
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
UL	Underwriter's Laboratories, Inc.

ARTICLE 19 - UNIT PRICES

- a. Unit prices for additions and deductions shall include overhead and profit and shall be net to the Owner for Work in place, except as otherwise required in the proposal form. Unit prices shall include all incidental items such as supervision, hoisting, painting, cleaning up debris, etc., intention being to leave respective items finished and debris cleaned up in manner required for similar Work under the technical Specifications and GENERAL CONDITIONS.
- b. Unit prices will not be applicable, however, in the adjustment of the Contract cost when changes in the Work are predicated on substitution and/or replacement of materials of similar character or classification.

ARTICLE 20 - SECURITY REGULATIONS

- a. All persons employed on or visiting the site of the Work will be required to observe the Owner's Security Regulations and must be identified by proper credentials furnished by the Owner.

ARTICLE 21 - FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT

- a. Contractors who perform any Work under this Contract will fully comply with the provisions of the Federal Occupational Safety and Health Act of 1979 and to any rules and regulations pursuant to the Act.

ARTICLE 22 - CONTRACT PROVISIONS

- a. If any Contract clause, provision or part thereof is declared unenforceable or void, it shall not affect the enforceability of the balance of such Contract clause or provision or part thereof of the Contract as a whole.

SGC - SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 23 - INTENT OF CONTRACT DOCUMENTS

- a. Contract Specifications and Plans are to be interpreted as a means of conveying the Scope and Intent of the Work without giving every minor detail. It is intended, nevertheless, that the Contractor shall provide whatever labor and material are necessary for the successful operation of the installation.

ARTICLE 24 - UNIFORMITY OF EQUIPMENT

- a. Any two or more pieces of apparatus or material of the same kind, type, or classification and being used for identical types of service, shall be made by the same manufacturer.

ARTICLE 25 - INSTALLATION OF EQUIPMENT

- a. Equipment shall be erected in a neat and workmanlike manner at the locations and elevation shown on the Plans.
- b. All equipment shall be correctly aligned, leveled, and adjusted for satisfactory operation and shall be installed so that connections can be made readily between various units and with piping and equipment that may be installed under other Contracts.
- c. Where required by the Specifications, the Contractor shall obtain the assistance of a competent and experienced Engineer or Superintendent in the employ of the manufacturer to install the equipment.

ARTICLE 26 - TEST AND INSTRUCTIONS ON OPERATION

- a. At the time the equipment is placed in permanent operation by the Contractor, the Contractor shall make all adjustments and tests required to provide that such equipment is in proper and satisfactory operating condition, and shall instruct the Owner's operating personnel on the maintenance and operation of the equipment.

END OF SECTION SGC

01010 PROJECT REQUIREMENTS

DIVISION 1

GENERAL REQUIREMENTS

01010 PROJECT REQUIREMENTS

A. GENERAL

1. The "Instructions to Bidders", "Form of Bid", "Form of Agreement for Construction", "General Conditions", and "Supplementary General Conditions" are hereby made part of the requirements of the Work.
2. Work under this division includes the furnishing of all labor, materials, equipment, and all incidental items necessary or reasonably implied for the completion of the Work in accordance with the Specifications.
3. Before submitting a Proposal, the Contractor shall carefully examine the Specifications, visit the site of the Work; and become thoroughly familiar with all existing conditions and limitations. The submission of a Proposal will be construed as evidence that such an examination has been made, and later claims for labor, equipment, or materials required or for difficulties encountered which could have been foreseen had such an examination been made, will not be recognized.
4. The Contractor shall note the limits of the space within which all activities must be confined. Space for storage of materials is available only as approved by the Owner.

B. TIME AND MANNER PROVISION

1. Time is of the essence of the Contract. The Contractor is required to state the number of consecutive calendar days, after "Notice of Award", before which he will be able to start the Work and the number of consecutive calendar days he will require to complete the Contract.
2. The Contractor shall furnish all labor and materials in sufficient quantities and in ample time, do all the expediting and scheduling of the Work required, and so manage the operation that the Work will be completed on time.

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3. The Contractor must review and fully understand the provisions of "Owner Purchase Equipment" and the General Sequence of Construction before making any of the schedules as called for in the Contract Documents.
4. At the start of the Project, submit for approval a detailed construction schedule. The schedule shall indicate the dates for commencement and completion of various parts of the Work. During the course of the Project, the schedule shall be kept current to show the progress of the Work and shall be submitted monthly for review. When construction is not proceeding according to the approved schedule, the Owner shall have the right to require the Contractor to take steps, without additional cost to the Owner, to assure the completion of the Project within the Contract Time.
5. It shall be the responsibility of the Contractor to advise his Subcontractors of their responsibility in so scheduling and performing their Work to conform with the established and approved project schedule and agreed completion date. The Subcontractors for plumbing and mechanical and electrical Work must be advised in the terms of agreements entered into by and between them and the Contractor, as to the time when operation of ventilation and air conditioning and other apparatus will be required and when all testing of mechanical equipment will be performed so that all systems have been prepared in advance for final inspection, which will be held on or about the agreed upon completion date; and it shall be the further obligation of the Contractor to see that these several Subcontractors cooperate fully with one another to that end.
6. All Specified wiring and sequence of operation diagrams and valve charts shall be mounted at the building, and all required manuals and instructions shall be submitted in an approved condition in advance of the final inspection so that the Owner can accept the Work at that time and assume responsibility for operating and maintaining the systems.

C. JOB MEETINGS

1. Job meetings shall be scheduled, as required, by either the Contractor or the Owner. These meetings will be held at the job site, at which time the Contractor and Subcontractors performing the major trades shall have their representative present to discuss all details relative to the progress of the Project.
2. The Contractor shall include a minimum of (5) five job meetings in this bid. If deemed necessary, additional job meetings may be scheduled.

D SUBMITTALS

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1. INSURANCE CERTIFICATES

- a. Before commencement of Work, Contractor shall furnish Owner with copies of all required Insurance Certificates.

2. SHOP DRAWINGS, AND PRODUCT DATA

- a. Provide to the Engineer for approval, a listing of Shop Drawings to be submitted and the dates that they will be submitted. This listing shall be provided within seven (7) days after Contract award.
- b. Shop Drawing submittals shall be provided to the Engineer within fourteen (14) days of the Contract award.
- c. Submittals shall be made promptly and in accordance with the approved schedule and in such sequence so as not to cause a delay in the Work or in the Work of other trades.
- d. Materials shall not be purchased or fabricated until reviewed and approved by the Engineer. When a submittal is returned "Exceptions As Noted" and resubmittal is not required, the Contractor shall be responsible for compliance of the material with the notes made by the Engineer.
- e. Approval of Shop Drawings shall not release the Contractor from adhering to the intent of the plans and Specifications or the necessity to fit the apparatus into the space and construction provided unless he has, in writing, called attention to such deviations at the time of submission; nor shall it relieve him from responsibility for errors of any sort in Shop Drawings or schedules.
- f. Submit the number of copies which the Contractor requires, plus two (2) additional copies which shall be retained by the Engineer and the Owner. Submittals shall contain the following:
 - (1) The date of submission and the dates of any previous submissions.
 - (2) The Project title and number from the Contract Documents.
 - (3) Contract identification.
 - (4) The names of:
 - (a) Contractor
 - (b) Supplier
 - (c) Manufacturer
 - (5) Field dimension, clearly identified as such.

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- (6) Relation to adjacent or critical features of the Work or materials.
- (7) Applicable standards such as ASTM or Federal Specification Numbers.
- (8) Identification of deviations from Contract Documents.
- (9) An 8" by 3" blank space for the Contractor's and Engineer's review stamps.
- (10) Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with the requirements of the Work and of the Contract Documents.

3. **RESUBMISSION REQUIREMENTS**

- a. Make any corrections or changes in the submittals required by the Engineer and resubmit until approved.
 - (1) Revise initial Drawings or data and resubmit, as specified, the initial submittal.
 - (2) Indicate any changes which have been made other than those requested.
 - (3) If all comments by the Engineer are not incorporated after two (2) reviews, the Contractor shall pay to the Engineer One Hundred (\$100.00) Dollars per hour for each hour spent on subsequent review.

4. **DISTRIBUTION**

- a. Distribute reproductions of Shop Drawings and copies of Product Data which carry Engineer's approval to:
 - (1) Job site file
 - (2) Other affected Contractors
 - (3) Subcontractors
 - (4) Supplier of Fabricator

E. **MATERIALS AND EQUIPMENT**

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1. Product Standards

a. Definitions

- (1) The term “product” shall include material, equipment, assembly methods, manufacturer, brand, trade name, or other description.
- (2) The term “or equal” or similar wording shall indicate an equivalent or suitable product as determined by the Engineer only.

b. Proof of Compliance

- (1) Whenever the Contract Documents require that a product be in accordance with Federal Specification, ASTM designation, ANSI Specification, or other association standard, the Contractor shall present an affidavit from the manufacturer, certifying that the product complies therewith. Where requested or specified, submit supporting test data to substantiate compliance.

c. Inclusion in Specifications of Non-Specified Product Prior to Bid Date

- (1) For inclusion of product other than those specified, bidders shall submit a request in writing at least seven (7) days prior to bid date. Requests received after this time will not be reviewed or considered, regardless of cause. Requests shall clearly define and describe the product for which inclusion is requested. Inclusion by the Engineer will be in the form of an Addendum to the Specifications issued to all Contract Bidders on record.

2. TRANSPORTATION, HANDLING, AND DELIVERIES

- a. Materials, products, and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- b. Deliveries, uncrating, and rubbish removals shall be done in as “dust free” a fashion as possible and in areas agreed to by the Owner and/or the Building Owner.

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- c. Store and protect materials delivered at the Site from damage. Do not use damaged material on the Work.

3. **CONTRACTOR'S OPTIONS**

- a. For products specified only by reference standard, select products meeting that standard by any manufacturer.
- b. For products specified by naming several products or manufacturers, select any one of the products and manufacturers named which complies with the Specifications.
- c. For products specified by naming one or more products or manufacturers and stating "or equal", submit a request as for substitutions for any product or a manufacturer which is not specifically named with the bid. Consideration of "or equals" after execution of a Contract will be made at the discretion of the Owner/Engineer.
- d. For products specified by naming only one product and manufacturer there is no option, and no substitution will be allowed.

4. **SUBSTITUTIONS**

- a. Substitution of products will be considered only under one of the following conditions:
 - (1) When the specified product is not available, a proposed substitution will not be considered unless proof is submitted that firm orders were placed within ten (10) days after approval by the Engineer of the item listed in the Specifications, of the unavailability due to a strike, lockout, bankruptcy, discontinuance of the manufacture of a product, or natural disaster.
 - (2) When a Guarantee of Performance is required, and in the judgment of the Contractor, the specified product or process will not produce the desired results.
- b. Permission to make any substitution after Award of Contract shall be effected by a Change Order. It shall not relieve the Contractor, any Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist in the substituted product or for any departures or deviations from the requirements of the Contract

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Documents as modified by such Change Order. Except as otherwise expressly approved in such Change Order, the Contractor shall be deemed to warrant by his request that the proposed substitute product will satisfy all standards and requirements satisfied by the originally specified product, and the Change Order shall not be deemed to modify the Contract Documents with respect thereto.

- c. If any substitution will affect a correlated function, adjacent construction, or the Work of other trades or Contractors, the necessary changes and modifications to the affected Work shall be considered as an essential part of the proposed substitution to be accomplished by the Contractor without additional expense to the Owner.
- d. Substitute products shall not be ordered or installed without written acceptance of the Engineer to the Owner.
- e. The Engineer and/or the Owner will determine acceptability of proposed substitutions.

F. NOISE ABATEMENT

- 1. The Contractor shall make every effort to keep the noise level of the Work to a minimum. Equipment such as trucks, generators, pumps, and other machinery with reciprocating engines, shall have exhaust mufflers in good repair. Use electric powered equipment in lieu of reciprocating engine type wherever there is a choice.
- 2. The Contractor shall at all times conduct the Work in accordance with any noise abatement ordinances of authorities having jurisdiction.

G. CLEAN UP

- 1. The premises and the job site shall be maintained in a reasonably neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period. Remove crates, cartons, and other flammable waste material or trash from the Work areas at the end of each working day.

H. OCCUPANCY PRIOR TO COMPLETION

- 1. The Owner reserves the right to take possession of and use any completed or partially completed portion of the Work prior to the time of

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the completion of the entire Project. Such possession or use is not to be construed as final acceptance of the work under the Contract or any portion thereof.

I. **GUARANTEE**

1. The Contractor shall guarantee:
 - a. That all Work, when completed by him, will be free from any and all defects, will be erected in a practical first-class manner, and will be complete, safe, and in satisfactory operating condition.
 - b. That the Contractor will be responsible for the performance of the systems as concerns workmanship, assembly, and specified adjustments.

J. **DOCUMENTS REQUIRED**

1. **Operation and Maintenance Manuals**

- a. Furnish three (3) complete sets of manuals containing the manufacturer's instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract and any additional data specifically required under the various sections of the Specifications.
- b. Arrange the manuals in proper order, indexed and suitably bound. Certify by endorsement thereon that each of the manuals is complete and accurate. Assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Engineer. Provide suitable transfer cases and deliver the manuals therein, indexed and marked for each division of the Work.

2. **Project Record Documents**

- a. As the Work progresses, keep a complete and accurate record of changes or deviation from the Contract Documents and the Shop Drawings, indicating the Work as actually installed. Changes shall be neatly and correctly shown on the respective portion of the affected document, using blackline prints of the Drawings affected or the Specifications, with appropriate supplementary notes. This record set

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of Drawings, Shop Drawings, and Specifications shall be kept at the job site for inspection by the Engineer and/or the Owner.

- b. The records indicated herein shall be arranged in order, in accordance with the various sections of the Specifications, and properly indexed. At the completion of the Work, certify by endorsement thereof, that each of the revised prints are complete prior to the application for final payment, and as a condition to its approval by the Engineer, deliver the record Drawings and Specifications, arranged in proper order, indexed, and endorsed as specified herein. Provide suitable transfer cases and deliver the records indexed and marked for each division of the work.
- c. No review or receipt of such records by the Engineer and/or Owner shall be a waiver of any deviation from the Contract Documents and the Shop Drawings or in any way relieve the Contractor from his responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings to the extent they are in accordance with the Contract Documents.

K. PROCEDURES AT SUBSTANTIAL COMPLETION

1. **Prerequisites:** Comply with General Conditions and Supplementary General Conditions and complete the following before requesting Engineer's inspection of the Work, or designated portion thereof, for Substantial Completion:
 - a. Submit executed warranties, waiver of liens, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling Owner's unrestricted occupancy and use.
 - b. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar items.
 - c. Complete instruction of Owner's operating personnel and start-up of systems.
 - d. Complete the final cleaning, and remove temporary facilities and tools.
 - e. Prepare a list of items to be completed or corrected and submit it to the Engineer so that the list can be amended and approved following

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the Engineer's inspection of the building. The Contractor shall prepare a complete and exhaustive list of all major items remaining to be completed and all items requiring repair to be acceptable to the Engineer.

2. **Inspection Procedures:** Upon receipt of Contractor's request, Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Engineer will either prepare a Certificate of Substantial Completion, or advise Contractor of Work which must be performed prior to issuance of such Certificate; and repeat inspection when requested and assured that Work has been Substantially Completed. Results of completed inspection will form initial "Punch List" for final acceptance.
3. **Completion Time:** The number of calendar days to complete all Punch List items is the time established by the Contractor and approved by the Engineer to complete the majority of the items. All exceptions requiring more than thirty (30) days will be listed with an extension of time and the reason for the required extension of time to complete each particular item.
4. **Penalty:** If the Contractor fails to complete the items listed in the Punch List in the stipulated time, the Owner may, with 72 hours notice, have another Contractor complete the Work and deduct the cost from the Contractor's retainage. Additional consulting services required due to the Contractor's failure to perform according to the Contract Documents, including all items contained herein, will be billed to the Owner at prevailing rates and deducted from the Contractor's final payment.
5. **Approval Procedures:** The Contractor shall be responsible for contacting all local, state, and if required, federal authorities having jurisdiction over the Project to perform their inspection and submit their certification of approval.

END OF SECTION 01010

01400 PROTECTION AND SPECIAL PRECAUTIONS

DIVISION 1

GENERAL REQUIREMENTS

01400 PROTECTION AND SPECIAL PRECAUTIONS

A. SAFETY PRECAUTIONS

1. Recommendations and provisions of OSHA 2207 shall be complied with insofar as applicable to the building construction Work.
2. Construction and demolition shall be performed in accordance with applicable ANSI A.10 standards.

B. PROTECTIVE EQUIPMENT

1. Personnel engaged in hazardous Work shall wear appropriate protective equipment as set forth below, and it shall be the responsibility of the General Contractor to enforce the use of this equipment at all times.
2. Protective headgear shall be worn at the Job Site during the construction of any overhead Work.
3. Protective eyeglasses, goggles, or shields shall be worn when personnel are engaged in welding or Work involving possible flying particles. Protective respirators, aprons, shoes, or other applicable protective appliances shall also be worn at appropriate times by the workmen.
4. Protective safety headgear and eyeshields shall comply with applicable portions of ANSI Z 87.1, 88.2, 89.1, and 90.1.

C. CONDUCT ON SITE

1. All Contractor personnel shall comply with the security and parking policies of the Owner while on company property.
2. The Owner insists that all personnel observe the highest standards of conduct and the Contractor shall ensure that all his personnel conduct themselves in a manner which will not bring discredit upon the Contractor or the Owner. The presence of intoxicants, controlled dangerous substances, firearms, and explosives are strictly prohibited. The Contractor shall not allow personnel under

01400 PROTECTION AND SPECIAL PRECAUTIONS

the influence of intoxicants or controlled dangerous substances entrance to the Site.

D. PROTECTION AND RESTORATION OF PROPERTY

1. The Contractor shall be responsible for all damage or injury to the existing Work of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing his Work, or due to his Work, or due to his nonexecution of said Work, or at any time to defective Work or materials, and said responsibility will not be released until the corrective Work has been completed and accepted.
3. The Contractor shall provide temporary protection over existing finished floors. Protection shall consist of taped hardboard, heavy-duty Kraft Paper, or such protection as traffic and Work conditions warrant.

E. SPECIAL CLEANING AND MAINTENANCE

1. The Contractor shall provide a sufficient number of workmen to keep the construction and surrounding areas free from rubbish, dirt, and dust caused by the Contractor's and/or his Subcontractor's employees. During the entire progress of the Work, rubbish removal shall be made as frequently as deemed necessary (at least daily) by the Building Owner and/or the Owner.

F. WELDING AND BURNING

1. The handling and storage of all welding materials, acetylene and oxygen tanks, burners, and other equipment required for the execution of welding and cutting Work shall be subject at all times to the approval of the Building Owner and/or the Owner. All welding materials and gas tanks shall be promptly removed from the premises upon completion of the welding and cutting Work. Welding and equipment shall conform to the American Welding Society's Code for Welding in Building Construction, subject to state and local laws and ordinances. A trained person shall act as "Fire Watch" during all welding.
2. No welding or burning shall proceed in any part of the building without first providing proper protection of personnel and property and then obtaining permission from the Building Owner and the Owner.
3. The Contractor shall provide portable screens and portable fume exhausters to contain all welding fumes. One (1) exhauster shall be provided for each welding

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outfit. Exhausters shall be Ammerman "Roll-O-Flex" or equal. All such equipment shall remain the property of the Contractor.

4. The Contractor shall be responsible for providing temporary power and cabling required for welding operation.

G. FIRE EXTINGUISHERS

1. The Contractor shall provide one (1) Underwriter's approved fire extinguisher in each Work area. Extinguisher shall remain the property of the Contractor and shall be removed at completion of the Contract.

H. INTERRUPTION OF BUILDING FACILITIES

1. The Contractor shall not interrupt any of the services of the building nor interfere with these in any way without the express permission of the Building Owner. Such interruptions and interferences shall be made as brief as possible and only at the time stated.
2. Where the Work makes temporary shutdown of services unavoidable, they shall be made at night, or at such times as will cause the least interference with the established operating routine. Only those temporary shutdowns will be permitted that will allow the building and its occupants to function in their duties.
3. The contractor shall arrange to Work continuously, including overtime if required, to assure that services will be shut down only during the time actually required to make the necessary connections to existing Work.

END OF SECTION 01400

01500 TEMPORARY FACILITIES AND CONTROLS

DIVISION 1

GENERAL REQUIREMENTS

01500 TEMPORARY FACILITIES AND CONTROLS

A. SCOPE

1. This section includes requirements for temporary facilities to be furnished for the duration of the construction period.

B. REQUIREMENTS

1. TEMPORARY HEAT AND VENTILATION

- a. The Owner will operate existing ventilation and heating systems. When the Work generates objectionable dust, fumes, odors, etc., the Contractor shall isolate the Work area from the building system. The Contractor shall also provide any temporary ventilation equipment necessary in the Work areas.

2. TEMPORARY WATER AND TOILETS

- a. Water is available at the site. The Contractor shall not disrupt the building's water systems and shall take all necessary precautions to assure that a back-siphonage will not occur.
- b. Toilets are available at the site. The Contractor shall ensure that all personnel use the toilet facilities and that no unsanitary act shall be committed on the property. The facilities shall be kept in a sanitary condition at all times.

C. CONTRACTOR'S TELEPHONE

1. The Contractor shall use coin operated telephones for his and his Subcontractor's use.

01500 TEMPORARY FACILITIES AND CONTROLS

D. DUST BARRIER

1. Provide all required temporary barriers of plastic and any other materials required to prevent dust and dirt from entering the building.
2. Wherever polyethylene (Visqueen) is used as a tarpaulin or a dropcloth, it shall be fire-retardant polyethylene sheeting, .004" thick, translucent, as manufactured by Almac Plastics, Rahway, NJ, or approved equal. The product must be identified by 1" high trademarks and 3/4" letters, printed continuously along one (1) edge of the sheet in a contrasting color and reading as follows:

"FIRE RETARDANT PLASTIC SHEETING"

E. AIR LOCK

1. Provide a temporary exhaust fan and entrance air lock to maintain a negative pressure in the construction area whenever contaminants (i.e., asbestos, welding fumes, solvent vapors) are present. The construction area shall be at least 0.05" of water lower in pressure than the adjacent area(s) at all times. Make necessary allowances for the movement of construction materials and personnel through the air lock without opening both doors simultaneously.

END OF SECTION 01500

DIVISION 15 – MECHANICAL
SECTION 15010 – PROJECT REQUIREMENTS

A. GENERAL

1. The “General Conditions”, and “Division 1” are hereby made part of the requirements of the work under this division of the Specifications and the Contractor shall consult them in connection with this part of the work.
2. If a conflict exists between this division and the “General Conditions”, the information in this division shall govern.
3. If a conflict exists between this division and the Drawings, the information on the Drawings shall govern.

B. SCOPE

1. Work under this division includes the furnishing of all labor, materials, equipment, and all incidental items necessary or reasonably implied for the completion of the work in accordance with the plans and Specifications.
2. If noted on the plans or in the Specifications, certain pieces of major equipment are to be furnished by the Owner. Work under this division includes receiving, rigging, and installing this equipment in perfect operating condition. This equipment shall be subject to the guarantee, service, and/or maintenance requirements specified hereinafter.
3. Secure, pay for, and file all permits, licenses, and certificates for work under this division.

C. RELATED WORK NOT INCLUDED IN THIS SECTION

1. The following items are covered under other divisions of this Specification:
 - a. Painting, except shop coats on equipment as specified.
 - b. Motor starters, safety switches, power and control wiring, and control stations, except as for factory wired or provided.
 - c. Structural steel and concrete.
 - d. Cutting, patching, and clean up.

D. WORKMANSHIP

1. The Contractor shall perform the necessary operations and furnish the miscellaneous items required for the proper installation and operation of all mechanical systems.
2. The work shall be performed by mechanics skilled in their respective trades who shall, at all times, be under the supervision of a competent person.
3. Work that is not consistent with the standards generally regarded in the trade as “First Class Work” will not be acceptable.

E. REGULATIONS, ORDINANCES, AND LOCAL CODES

1. Work required by the plans and Specifications shall be installed to comply with all applicable building codes, regulations, and ordinances, except where these requirements are exceeded by the Drawings and Specifications. Refer to Article 18, Standard Specifications of the Supplementary General Conditions.
2. Changes in the arrangement of the work, either before or after installation to suit conditions in the building or the work of other trades, and changes required by agencies having jurisdiction, shall be made without extra charge, unless charges are in consequence of changes made by the Owner.

F. EXPEDITING THE WORK

1. The Contractor shall take measurements at the job and verify dimensions indicated on the plans. Coordinate the work with other trades so as to cause no delay in the work. Any discrepancies or interferences shall be reported immediately to the Engineer.
2. Furnish to the appropriate trades, advance notice and information required for the work of others.
3. Furnish accurate information for location of all equipment to be provided under other divisions of this Specification.
4. Furnish to the Engineer, advance notice of equipment installations, tests, and start-ups.
5. Expediting of deliveries, receiving and storing (if necessary) of equipment (including Owner Furnished), and coordination for factory supervision of start-up shall be performed by the Contractor.

G. DELIVERY AND STORAGE OF MATERIALS

1. The Contractor shall coordinate the delivery with the installation to minimize storage periods at the Project Site. Materials shall be delivered in the Manufacturer's unopened bundles or packages, fully identified with the manufacturer's name, brand, type, and grade. Material stored and used at the site shall be protected from weather, soiling, and damage by using handling equipment and storage techniques recommended by the manufacturer.

H. RIGGING

1. Equipment (including Owner furnished) over 500 lbs. shall be installed, relocated, or removed, as indicated on the plans, by a professional rigger.
2. The means of admittance into the building and setting in place of all equipment and materials furnished under this Contract, whether furnished by the Owner or the Contractor, shall be the responsibility of the Contractor. The Contractor shall review equipment and material catalog cuts and field verify a proper means of passage for equipment and materials. It is the intent to utilize existing finished openings. Where this is not possible, alternate means shall be coordinated and approved by the Owner prior to implementing. There shall be no additional cost to the Owner for this work. The Contractor shall refer to Division 1, General Requirements, for specific requirements relative to the use of building elevators and other existing facilities.

I. SHOP DRAWINGS

1. The Contractor shall submit, with such promptness so as to cause no delay in his own work or in that of any other Contractor, all shop or setting drawings and schedules required for his work in accordance with Division 1 and as herein specified, and obtain written approval for these from the Engineer before purchasing or fabricating. Review Shop Drawings provided by Subcontractors and vendors prior to submitting for approval.
2. Items requiring Shop Drawings are:
 - a. All major pieces of equipment (i.e., pumps, coils, fans, etc.).
 - b. Vibration isolators
 - c. Hangers and supports
 - d. Instruments and gauges
 - e. Pipe and equipment identification and valve tags
 - f. Sheet metal work
 - g. Fire dampers and access doors
 - h. Registers, grilles, and diffusers
 - i. Louvers
 - j. Filters
 - k. Roof support curbs, frames, supports, etc.
 - l. Insulation

J. RECORD DRAWINGS

1. The Contractor shall keep a complete and accurate record of changes or deviations from the Contract Documents and the Shop Drawings, indicating the work as actually installed. Changes shall be neatly and correctly shown on the prints, with appropriate notes and supplemental drawings. This record set shall be kept at the job site for inspection and turned over to the Engineer at the final inspection. Valve identification numbers shall be indicated at their respective locations.

K. OPERATING AND MAINTENANCE INSTRUCTIONS

1. The Contractor shall furnish three (3) sets of written operating, maintenance, and lubrication instructions for all installed systems and equipment. Instructions shall include copies of all approved Shop Drawings, manufacturer's descriptive data, wiring diagrams, performance test data, test and balance reports, and installation and operating instructions as provided by the manufacturer, and a listing of vendors for each item.
2. The Owner's designated operating personnel shall be instructed in the proper operation and maintenance of the equipment, as well as the operation and maintenance of the controls for the systems. Informal or un-witnessed instructions or instructions to non-designated personnel will not be acceptable. Prior arrangements for instruction period shall be made with the Owner.

L. FINAL INSPECTION

1. Conduct a final inspection of all work installed under this division of the Specifications after the installation has been completed and the Testing and Balancing Reports have been approved by the Engineer.
2. The Contractor shall demonstrate to the satisfaction of the Engineer, the Owner, and others having jurisdiction, that the systems meet Specification requirements and that the performance of the equipment meets design requirements.

M. GUARANTEES

1. Provide, for a period of one (1) year from the date of acceptance by the Owner, a guarantee for all materials, apparatus, workmanship, and performance of work provided by the Contractor which may prove defective or unsatisfactory.
2. Provide first year warranty service labor for equipment furnished by the Owner or by the Contractor. This shall include costs for return and replacement of damaged equipment. The Contractor shall arrange compensation for any repairs authorized by the manufacturer.

N. ALTERATIONS TO EXISTING WORK

1. GENERAL

- a. This Contractor shall refer to Division 1, General Requirements, and the Contract Documents for specific requirements relative to the existing facilities and the sequence of the work.
- b. The existing heating, air conditioning, and ventilating systems shall be maintained in operation during the construction period. Existing systems shall not be shut down nor shall connections be made thereto without prior approval of the Owner.
- c. Unless otherwise specified or indicated on the plans, all work regarding connecting to the existing systems and installation of the new overhead air ducts shall be performed by the Contractor on regular time, unless otherwise required by the Owner.
2. The Contractor shall relocate all existing piping, duct work, hangers and supports, as required to accommodate the new installation, at no additional cost to the Owner.
3. Unless otherwise specified or indicated on the plans, all equipment, duct work, etc., which are indicated to be removed, shall become the property of the Contractor and shall be removed from the site.
4. Existing duct work, piping, etc., indicated on the plans, have been extracted from existing design drawings and therefore do not necessarily represent 'As Built' conditions. This Contractor shall make necessary allowances to assure conformance with the intent indicated by the plans and Specifications.

O. SEISMIC REQUIREMENTS

1. Equipment, materials, installation construction methods shall be capable of withstanding the effects of earthquake motions determined according to NFPA 13, ICC and ASCE 7, "Minimum design loads for buildings and other structures". The seismic data for this project shall be assumed to be as follows:
 - Risk Category 'II'
 - Seismic Importance Factor '1.00'
 - Mapped Spectral Response Accelerations Ss= .255g S1= .069g
 - Site Class 'D' - "Still Soil"
 - Spectral Response Coefficients Sds = .271g Sd1 = .110g
 - Seismic Design Category 'B'

DIVISION 15 - MECHANICAL
SECTION 15020 – START-UP, SERVICE AND MAINTENANCE

A. GENERAL

1. Work under this Contract shall include the necessary labor and incidental materials for start-up, warranty service, and preventive maintenance of all equipment installed (including Owner furnished) for one (1) year from date of acceptance, as specified hereinafter.
2. The costs for performing the preventive maintenance shall be included under the Base Bid.
3. The costs for performing the start-up and first year warranty service shall be included under the Base Bid.

B. START-UP

1. Provide the necessary labor and material to perform the start-up of all equipment (including owner furnished) and place it in proper operating condition. Where factory supervision of the start-up has been specified, the factory authorized personnel shall inspect and test the equipment and supervise the start-up. The installing Contractor shall have the piping systems fully tested, charged, vented, and ready to run prior to the start-up, and shall perform the start-up under the supervision of the authorized personnel.
2. The Contractor shall provide the Engineer with advance notice of the start-up date(s) and coordinate same with the factory personnel or vendor.
3. The start-up shall be performed in accordance with the equipment manufacturer's recommendations. A copy of the Start-Up Report shall be submitted to the Engineer for approval.
4. A separate Start-Up Report shall be completed for each unit, and one (1) copy of each shall be submitted to the Engineer for approval. The "Date of Acceptance" shall be the date of the actual start-up, only if the report is approved. Should any of the reports be inadequate, the "Date Of Acceptance" shall not occur until all inadequacies are corrected to the satisfaction of the Engineer.

C. WARRANTY SERVICE AND REPAIRS

1. The Contractor shall furnish warranty service labor and provide all labor required for any repairs on the referenced equipment during the one (1) year guarantee period. There shall be no charges made to the Owner for this work performed during normal working hours of Monday thru Friday, 8:00AM to 4:30PM. Should the Owner authorize work to be performed during hours other than the normal working hours, the Owner will pay the difference between regular and premium time labor. The rates will be computed according to the prevailing union scales which shall be submitted upon request.
2. The Contractor shall furnish all parts and materials that prove to be defective and make all necessary arrangements to obtain credit from the equipment manufacturer for items under warranty. The Contractor shall make all necessary repairs to assure the essential operation of the equipment and then inform the manufacturer's representative as to the corrective work performed and any further deficiencies requiring attention.
3. The Contractor shall provide the Owner with a 24 hour, 7 day telephone number. The Contractor shall provide the Owner with first priority response, with a maximum response time of four (4) hours.

D. PROCEDURES

1. The service personnel shall strictly follow the following procedures:
 - a. Obtain permission from the Housing Authority before commencing any inspections or work.
 - b. Take all necessary precautions to prevent disruption of building operation, i.e., tripping smoke detectors, shutting off or tripping breakers, shutting down support equipment, etc.
 - c. No work shall be performed by any mechanic who is not thoroughly familiar with this particular site, its equipment, and its systems.
 - d. Perform all Work in a neat manner, and properly dispose of all spent materials.
 - e. Provide complete and accurate records of all maintenance and service, and submit copies of same to the Owner

F. START-UP AND SERVICE REPORTS

1. Exhaust Fan – Start-Up Report

EXHAUST FANS – START-UP REPORT

CLIENT: _____ CONTRACTOR: _____

LOCATION: _____ ADDRESS: _____

DATE: _____ TELEPHONE: _____

UNIT DESIGNATION EF –

MODEL NO: _____ SERIAL NO: _____

A. GENERAL _____

- 1. RPM (Rated/Actual) _____
- 2. Horsepower _____
- 3. Volt/Phases/Hertz _____/_____/_____
- 4. Amps FLA _____/_____/_____
- 5. Amps RLA _____/_____/_____
- 6. Specified total static pressure _____
- 7. Measured total static pressure _____
- 8. Motor Sheave Model Number (if applicable) _____
- 9. Fan Sheave Model Number (if applicable) _____
- 10. Belt Model Number (if applicable) _____

B. COMMENTS/REMARKS

END OF REPORT 7

DIVISION 15 – MECHANICAL
SECTION 15051 – HEATING AND COOLING EQUIPMENT AND SPECIALTIES

A. GENERAL

1. Provide all equipment and materials indicated in the plans and Specifications, unless indicated as being Not In Contract (NIC), Furnished By Others (FBO), or Furnished By Owner (FBOW).
2. The Contractor's options are as follows:
 - a. When products are specified or scheduled by naming one manufacturer, no substitutions will be allowed.
 - b. When more than one manufacturer is named, select any of those named which complies with the Specifications. However, this Contractor shall be responsible for additional costs incurred by any other trade and shall be responsible for coordinating all physical dimensions, if any manufacturer other than first-named is selected.
 - c. When the term "or equal" appears, submit a request, in writing, at least seven (7) days prior to bid date for approval of said product.

B. IDENTIFICATION

1. Each piece of equipment shall be identified with a nameplate (Seton Nameplate Corporation) of 3/16" white lettering, black Lamacoid. Nameplate identification on all equipment and associated controllers shall correspond with designations of all supporting data, i.e., control diagrams, duct layouts, etc.

C. VIBRATION ISOLATION

1. Resilient mountings, hangers, flexible connectors, and bases shall be provided as detailed on the plans, as scheduled, and as specified. The isolation equipment manufacturer or his authorized representative shall perform required calculations and selections and submit same to the Engineer for approval of general conformance. The Contractor shall obtain manufacturer's supervision, as required, for a proper installation, and shall examine and certify that the materials are installed properly and to the satisfaction of the manufacturer. The Contractor shall obtain written certification from the manufacturer that isolation materials and equipment furnished are suitable for the application.
2. Unless otherwise noted on the equipment schedule, all mechanical equipment shall be mounted on vibration isolators to prevent the transmission of vibration and mechanically transmitted sound to the building structure. Vibration isolators shall be selected in accordance with the weight distribution so as to produce reasonably uniform deflection.
3. Isolators are indicated by Type and shall be as described below:
 - a. **TYPE A** – Double deflection neoprene mountings shall have a minimum static deflection of 0.35". Mountings shall be type ND or rails type DNR as manufactured by Mason Industries, Inc., or equal approved.
 - b. **TYPE B** – Spring type isolators shall be free-standing and laterally stable without any housing and complete with 1/4" neoprene acoustical friction pads between the baseplate and the support. All mountings shall have leveling bolts rigidly bolted to the equipment. Spring diameters shall be no less than 0.8 of the compressed height of the spring at rated load. Springs shall have a minimum additional travel to solid equal to fifty (50%) percent of the rated deflection. Submittals shall include spring diameters, deflections, compressed spring height, and solid spring height. Mountings shall be type SLF as manufactured by Mason Industries, Inc., or approved equal.
 - c. **TYPE C** – Restrained spring isolators shall be similar to Type 'B' except that the housing shall have vertical limit stops to prevent spring extension when weight is removed. Limit stops shall be out of contact during normal operation. Mountings exposed to the weather shall be hot dipped galvanized. Mountings shall be SLR as manufactured by Mason Industries, Inc., or approved equal.
 - d. **TYPE D** – Intentionally Left Blank

- e. **TYPE E** – Vibration hangers shall contain a steel spring and 0.3” deflection neoprene element in series. They shall be pre-compressed to the rated deflection so as to maintain the piping or equipment at a fixed elevation during installation. The neoprene element shall be molded with a rod isolation bushing that passes through the hanger box. The hanger rod shall be able to swing through a 30 degree arc before contacting the box and short circuiting the spring. Hangers shall be type PC30N as manufactured by Mason Industries, Inc., or equal approved. Unless otherwise indicated, the minimum steel spring deflection shall be 0.75”.
- f. **TYPE F** – Intentionally Left Blank
- g. **TYPE G** – Intentionally Left Blank
- h. **TYPE H** – Intentionally Left Blank
- i. **TYPE I** – Intentionally Left Blank
- j. **TYPE J** – Vibration isolator manufacturer shall furnish rectangular structural beam or channel concrete forms for floating foundations. Bases for split case pumps shall be large enough to provide support for suction and discharge fittings. The base depth need not exceed 12” unless specifically recommended by the base manufacturer for mass or rigidity. In general, bases shall be a minimum of 1/12th of the longest dimension of the base, but not less than 6”. Forms shall include minimum concrete reinforcement consisting of half-inch bars or angles welded in place on 6” centers running both ways in a layer 1-1/2” above the bottom, or additional steel as is required by the structural conditions. Forms shall be furnished with drilled steel members with sleeves welded below the holes to receive equipment anchor bolts where the anchor bolts fall in concrete locations. Height saving brackets shall be employed in all mounting locations to maintain a 1” clearance below the base. Bases shall be type K as manufactured by Mason Industries, Inc., or equal approved.
- k. **TYPE K** – Flexible neoprene connectors shall be used on all equipment, as indicated on the Drawings or on the equipment schedule. They shall be manufactured of multiple plies of nylon tire cord fabric and neoprene, both molded and cured in hydraulic rubber presses. No steel wire or rings shall be used as pressure reinforcement. Straight connectors shall have two spheres. Neoprene elbows shall be manufactured with a single sphere forming the corner of the joint itself. Connectors up to and including 2” diameter may have threaded ends. Connectors 2-1/2” and larger shall be manufactured with floating steel flanges, recessed to lock the connector’s raised face neoprene flanges. Hoses shall be installed on the equipment side of the shut-off valves. Connectors shall be rated a minimum of 150 psi at 220 degrees F. All straight through connections shall be made with either flanged or screwed twin spheres, properly pre-extended as recommended by the manufacturer to prevent additional elongation under pressure. Sizes 12” and larger operating at pressures above 100 psi shall employ control cables with and fittings isolated from the anchoring plates by means of 1/2” thick bridge bearing neoprene washer bushings designed for a maximum of 1000 psi. Elbows shall be Mason-Flex type MFNEC, straight connectors Mason-Flex type MFTFU or MFTNC, and control cable assemblies type ACC, all as manufactured by Mason Industries, Inc., or equal approved. The Contractor shall obtain the approval of the manufacturer for material compatibility prior to purchase.
- l. **TYPE L** – Intentionally Left Blank
- m. **TYPE M** – Intentionally Left Blank
- n. **TYPE N** – Vibration isolator manufacturer shall provide an all directional acoustical pipe anchor, consisting of a telescopic arrangement of two (2) sizes of steel tubing separated by a minimum 1/2” thickness of heavy-duty neoprene and duck or neoprene isolation material. Vertical restraints shall be provided by similar material arranged to prevent vertical travel in either direction. Allowable loads on the isolation material shall not exceed 500 psi, and the design shall be

balanced for equal resistance in any direction. All-directional anchors shall be type ADA as manufactured by Mason Industries, Inc., or equal approved.

- o. **TYPE R** – Intentionally Left Blank
- p. **TYPE S** – Intentionally Left Blank
- q. **TYPE T** – Vibration isolation pads, 1" thick laminated cork and neoprene, consisting of ½" thick cork core with face sheets of ¼" thick cross-ribbed neoprene with alternately raised ribs, load range of 10 to 60 psi. The pads shall be CORK-RIB Elasto-Rib as manufactured by Vibration Mountings and Controls, Inc., or equal approved.

D. ELECTRICAL REQUIREMENTS

- 1. Motors shall be furnished and installed under this Division and shall be explosion proof, where indicated. Except as noted on the plans, motors 1/2HP and larger shall be 3 phase, 480 volts, open drip proof, minimum 1.15 service factor. Under ½ HP motors shall be 120 volts, single phase. Motors and accessories shall comply in all respects with NEMA standards and shall be rated for continuous duty with ambient temperature at 40 degrees C.
- 2. Equipment, panels, and devices (except motors) which require electrical connections shall be furnished with a factory welded ground lug (prior to finish painting) in a concealed and accessible location.

E. OPERATING AND MAINTENANCE MANUALS

- 1. Equipment shall be provided with installation, operation, and maintenance manuals in sufficient quantities to fulfill the needs of the Contractor in addition to those required for the Owner as specified hereinbefore.

F. SAFETY DEVICES

- 1. Motorized equipment shall be furnished with fully enclosed belt and shaft guards. These guards should have access for tachometer readings, lubrication, adjustment, and routine maintenance.

DIVISION 15 - MECHANICAL
SECTION 15800 – AIR DISTRIBUTION

A. GENERAL

1. Furnish and install duct work, dampers, diffusers, accessories, and components necessary for the complete and proper operation of the ventilating systems as shown on the plans.
2. Duct work shall be fabricated of the best bloom and quality galvanized sheet metal, unless special construction is otherwise noted. Material gauges, bracing, joints, methods, etc., shall have a maximum allowable deflection of 0.25" at maximum operating pressure and must be able to withstand 1-1/2 times the maximum operating pressure without failure. Application shall be in full compliance with the latest applicable standards of SMACNA, ASHRAE, codes by the International Code Council (latest edition), and NFPA. Where conflicts of standards exist, use the more stringent requirements.

B. SHOP DRAWINGS

1. Submit to the Engineer, sheet metal Shop Drawings as herein specified, and obtain written approval of said Drawings before fabricating.
2. Sheet metal Drawings shall be in a minimum 3/8" = 1'-0" scale and show architectural background, lighting fixtures, structural members, piping, etc., and any possible conflicts. Indicate elevations and distances from building structures.
3. These Drawings will be reviewed for general arrangement only. The Contractor is wholly responsible for coordination with all conditions and other trades.
4. Duct sizes shown on plans are clear inside dimensions, and duct work internally insulated shall be increased 2" horizontally, 2" vertically, and 2" in diameter to accommodate lining. Operating levers and shafts shall extend beyond external insulation.

C. FLEXIBLE DUCT WORK

1. Flexible duct work shall be U.L. Class 1 rated, polyester core with galvanized wire helix, 1-1/2" thick, 3/4 lb. density fiberglass insulation and aluminized, reinforced vapor barrier, Wiremold type WK, or approved equal. Duct sizes indicated on the Bid Documents are clear inside dimensions. Flexible duct shall be cut to minimum lengths. Unless otherwise approved by the Engineer, the maximum length of flexible duct is to be 6'. Bends shall be made with not less than one (1) duct diameter centerline radius. Ducts should extend a few inches beyond the end of a sheet metal connection before bending. Ducts should not be compressed. The Specification herein shall not supersede the application contingencies dictated by the flexible duct manufacturer if those are more stringent.

D. ACCESS DOORS

1. Construction of access doors shall also be in accordance with NFPA and codes by the International Code Council (latest edition).
2. All duct work (other than grease exhaust duct work) shall have hinged access doors for access to all automatic and manual dampers, back draft dampers, temperature sensing or control devices, airflow switches, heating coils, fire dampers, damper motors, air filters, and all other items within duct work which require inspection or adjustment. The doors shall be constructed of gauges not less than the duct work in which they are installed, and each shall consist of a framed angle reinforced opening in the duct or housing. The doors shall be equipped with brass hinges and pins. Size and location of doors shall be as shown on the plans or as required to permit easy access to equipment.
3. Door hardware shall be "Ventlock" as manufactured by Ventfabrics, Inc., or equal. Latches for doors not over 24" x 24" shall be No. 140. Latches for doors over 24" x 24" shall be No. 260.
4. All access doors in insulated duct work shall be of double wall construction and filled with insulation of the same thickness as adjoining duct work insulation.

E. FIRE, SMOKE, SMOKE/FIRE DAMPERS

1. Provide, as indicated on the plans, fire, smoke, and combination dampers. Dampers shall meet NFPA 90A requirements. Fire and fire/suppression containment dampers shall bear the U.L. (555) label. Smoke and smoke/fire dampers shall bear the U.L. (555S) label.

2. Fire dampers shall be rated 1-1/2 hour, curtain type, as manufactured by Air Balance, Inc., or equal by Ruskin Manufacturing Co. The fire damper shall be out of the air stream.

F. FLEXIBLE CONNECTIONS

1. All fan inlet and outlet connections shall be made with flexible materials to prohibit the transmission of vibration. Flexible materials must be in folds (not drawn tight) and shall be made of an approved flame retardant fabric. Flexible connectors of fabric shall not exceed 10" in length.
2. Connections shall be of Excelon fabric, "Metal-Fab" as manufactured by Duro Dyne, or equal. In all insulated duct work, fabric shall be Insulfab or equal.
3. Flexible connections shall not be used to make up differences in duct sizes or misalignment of ducts.

G. BALANCING AND CONTROL DAMPERS

1. Install manual volume control dampers in branch ducts as indicated and as required for balancing the system and as indicated on the Bid Documents. Manual dampers shall have quadrant and locking devices and shall be fabricated of 18 gauge steel with bronze damper and rod bushings. The quadrant handle shall be parallel to the damper blade or shall indicate the attitude or position of the damper blade.
2. Control dampers shall be parallel blade, standard construction, Model AC-115 as manufactured by Air Balance, Inc., or equal. Operating shaft shall be provided for field mounting of an actuator which will be furnished by the ATC Contractor. Note that the ATC Contractor is not responsible for providing the dampers themselves.

H. EXECUTION

1. General

- a. All duct work, flues, register boxes, air chambers, dampers, and all auxiliary work of any kind necessary to make the various air conditioning, ventilating, and heating systems of the building complete and ready for operation, shall be furnished and installed.
- b. When the Specifications refer to SMACNA Standards, they shall be considered minimal. If local codes require other standards than described in SMACNA, then local codes shall govern.
- c. All duct work indicated on the drawings is schematic. Therefore, changes in duct size and/or location shall be made where necessary to conform to space conditions, without additional cost to the Owner.
- d. Dimensions given on drawings of all acoustically lined ducts shall be the clear inside dimension.
- e. A snap lock seam shall not be permitted as a substitute for the Pittsburgh lock at corners of ducts unless factory assembled, or if shipped, knocked down joints are sealed with duct seal and ends of each section are riveted.
- f. Use gasketed type joint when dissimilar metals are joined.
- g. Duct work shall be installed with support systems in compliance with the latest applicable standards of SMACNA, ASHRAE, and the International Code Council (latest edition) seismic requirements for the site/location, and as required to maintain alignment. Duct support systems shall not be hung from piping, duct work, units, etc. Equipment shall be supported with vibration isolators and in accordance with manufacturer's installation instructions.
 - (1) Attachment to the building shall be with concrete inserts and fasteners and/or structural steel fasteners.
 - (2) The hangers shall be galvanized wire, strips of galvanized steel, or steel rod.
 - (3) The connection between the hanger and the duct section shall be sheet metal screws, blind rivets, or self-tapping metal screws.
 - (4) At a minimum, duct work shall be hung with 1" x 1/8" galvanized iron bands. Duct work with cross-sectional area under 10 Sq. Ft. shall be hung on 8'-0" centers. Duct work with cross-sectional area larger than 10 Sq. Ft. shall be hung on 4'-0" centers. Where the width of the duct

exceeds 48", the hanger shall be bent under bottom of ducts and fastened to bottom as well as to the sides. Where ducts are stacked, they shall be independently supported as above, or shall be supported on minimum 1-1/4" x 1-1/4" x 1/8" angle cradle hung by either 1-1/4" x 1-1/4" x 1/8" angles or 3/8" diameter threaded rod.

- h. All duct work shall be substantially built with approved joints and seams smooth on the inside and a neat finish on the outside. Duct joints shall be as near air-tight as possible, with laps made in the direction of air flows and no flanges projecting into the air stream. Ducts shall be adequately braced to prevent vibration. All angles shall be galvanized or shop painted with two (2) coats of rust resistant paint.
 - i. Changes in shape and dimension shall conform to the following:
 - (1) For increases in cross-sectional area, the shape of the transformation shall not exceed 1" to 7".
 - (2) For reductions in area, the slope may be 1" in 4", but 1" in 7" is preferred.
 - j. Changes in direction shall conform to the following:
 - (1) Un-vented elbow with round radius throat and heel, and a throat radius not less than 1/2 the width of the duct.
 - k. Wherever it may be necessary to make provisions for vertical hangers of the suspended ceiling construction passing through ducts, and approved by the Engineer, provide stream-lined shaped sleeves around such ceiling construction hangers as to fully protect the duct from being punched with holes for the passage of such hangers. Any such streamlined sleeves shall be made air-tight at top and bottom of ducts. In no case shall there be more than two (2) rods in any 9 Sq. Ft. area. No rods shall pierce ducts smaller than 12" in horizontal area. No hangers shall pierce medium pressure ducts.
 - l. Furnish and install manual dampers, fire dampers, registers, grilles, register boxes, access doors, sound traps, etc., as described elsewhere in the Specifications and as required for a complete system, ready for operation.
 - m. Each duct system shall be constructed for the specific duct pressure classifications as indicated by the external pressure of the air moving device(s) as scheduled on the plans. If not otherwise indicated, the basis of compliance with the SMACNA HVAC Duct Construction Standards is as follows:
 - (1) 2" water gauge for all duct between the supply fan and the outlet(s).
 - (2) 1" water gauge for all other duct of any application (including exhaust).
 - n. Each duct system shall be constructed in such a way that the amount of leakage shall not exceed the allotted amount for the pressure class or the allotted amount for that portion of the system being tested, whichever is less. In the event that the balancing test report or field observations indicate leakage is excessive, the Engineer may require duct leakage testing in accordance with SMACNA methods at no additional cost to the Owner.
2. Low Pressure Duct Work
- a. Construct all duct work to latest SMACNA Standards for low velocity systems. Joints shall be sealed with 3" wide hard cast tape (Aluma-Grip) or approved equal.
 - b. Low pressure duct work is defined as all duct work not defined under a higher pressure category.
 - c. All low pressure duct work shall be galvanized steel, except where otherwise specified, with gauges, bracing, and construction in accordance with the latest issue of the Sheet Metal and Air Conditioning Contractor's National Association, Inc., Duct Manual.
 - d. Total diffuser volume for low pressure duct systems, measured by means of a velometer, shall be at least 95% of actual fan supply (measured by means of a duct traverse taken with a pitot tube and water manometer.)
- I. CLEANING THE SYSTEMS
- A. Clean new and existing duct system(s) before testing, adjusting, and balancing.

- B. Use service openings for entry and inspection.
 - 1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated duct. Patch insulation as recommended by manufacturer.
 - 2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
 - 3. Remove and reinstall ceiling to gain access during the cleaning process.
- C. Particulate Collection and Odor Control:
 - 1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
 - 2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.
- D. Clean the following components by removing surface contaminants and deposits:
 - 1. Air inlets (registers, grilles).
 - 2. Exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
 - 3. Dedicated exhaust and ventilation components.
- E. Mechanical Cleaning Methodology:
 - 1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
 - 2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
 - 3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
 - 4. Provide drainage and cleanup for wash-down procedures.
 - 5. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

J. TESTING AND BALANCING

- 1. All tests and procedures shall be performed with recently calibrated instruments suitable for the application, and shall be in complete conformance with the recommendations of the Associated Air Balance Council. Tests shall be performed in the presence of and to the satisfaction of the Engineer, the Owner, and others having jurisdiction.
- 2. Supply and exhaust air outlets (diffusers, grilles, etc.) shall be measured and balanced to the flows indicated on the plans or Specifications.
- 3. Testing and balancing shall not begin until the system has been completed and is in full working order. The contractor shall put all ventilating systems and equipment into full operation and shall continue the operation of same during each working day of testing and balancing.
- 4. The installation will not be considered complete until the balancing report has been submitted to and approved by the Engineer and the Owner.
- 5. As a part of the work of this Contract, the Contractor shall make any changes in the pulleys, belts, and dampers, or the addition of dampers required for correct balance at no additional cost to the Owner.
- 6. Where the Owner opts to provide air balancing, the Contractor shall provide material and labor, as required, to coordinate the operation of the systems relative to performing the balancing and testing.
- 7. The Contractor shall make the necessary repairs (at no additional cost to the Owner) noted by the testing and balancing Contractor, Owner, or Engineer. If the noted repairs are not initially corrected by the Contractor, the costs associated with additional balancing and testing shall be deducted from this Contract.

K. DUCT WORK IDENTIFICATION

- 1. General: Identify air supply, return, exhaust, intake, and relief duct work with duct markers; showing duct work service and direction of flow, in black or white (whichever provides most contrast with duct work color).

2. Location: In each space where duct work is exposed or concealed only by removable ceiling system, locate signs near points where duct work originates or continues into concealed enclosures (shaft, underground, or similar concealment), and at 50 ft. spacings along exposed runs.
3. Access Doors: Provide duct markers on each access door in duct work and housings, indicating purpose of access (to what equipment) and other maintenance and operating instructions, and appropriate safety and procedural information.

DIVISION 16 – ELECTRICAL
SECTION 16010 – PROJECT REQUIREMENTS

A. GENERAL

1. General Conditions, Supplementary General Conditions, and “Division 1” are hereby made part of the requirements of the work under this division of the Specifications and Contractor shall consult them in connection with this part of the work.
2. If a conflict exists between this division and the General Conditions or Supplementary General Conditions, the information in this division shall govern.
3. If a conflict exists between this division and the Drawings, the information on the Drawings shall govern.

B. SCOPE

1. Work under this division includes the furnishing of labor, materials, equipment, and incidental items necessary or reasonably implied for the completion of the work in accordance with the plans and Specifications.
2. Secure, pay for, and file all permits, licenses, and certificates for work under this division.

C. RELATED WORK NOT INCLUDED IN THIS SECTION

1. The following items are covered under other divisions of this Specification:
 - d. Furnishing of motor driven equipment.
 - g. Cutting and patching.
 - h. Concrete pads and bases.

D. WORKMANSHIP

1. Work shall be performed by mechanics skilled in their respective trades who shall, at all times, be under the supervision of a competent person.
2. Work that is not consistent with the standards generally regarded in the trade as “First Class Work” will not be acceptable.

E. ORDINANCES, LOCAL CODES, REGULATIONS AND CERTIFICATES

1. Work required by the plans and Specifications shall be installed to comply with applicable building codes, regulations, and ordinances, except where these requirements are exceeded by the Drawings and Specifications in quality or quantity. Refer to Article 18, Standard Specifications of the Supplementary General Conditions.
2. Changes in the arrangement of the work, either before or after installation to suit conditions in the building or the work of other trades, and changes required by agencies having jurisdiction, shall be made without extra charge, unless charges are in consequence of changes made by the Owner.

F. EXPEDITING THE WORK

1. Contractor shall take measurements at the job and verify dimensions indicated on the plans. Coordinate the work with other trades so as to cause no delay in the work. Any discrepancies or interferences shall be reported immediately to the Engineer.
2. Furnish to the appropriate trades, advance notice and information required for the work of others in conjunction with materials and equipment installed under the Contract.

I. RECORD DRAWINGS

1. Contractor shall keep a complete and accurate record of changes or deviations from the Contract Documents and the Shop Drawings, indicating the work as actually installed. Changes shall be neatly and correctly shown on the prints, with appropriate notes and supplemental drawings. Record set shall be kept at the job site for inspection and turned over to the Engineer at the final inspection.

J. OPERATING AND MAINTENANCE INSTRUCTIONS

1. Contractor shall furnish three (3) sets of written operating and maintenance instructions for installed systems and equipment. Instructions shall include copies of approved Shop Drawings, manufacturer’s descriptive data, wiring diagrams, performance test data, test reports, and installation and operating instructions as provided by the manufacturer.
2. Owner’s designated operating personnel shall be instructed in the proper operation and maintenance of the equipment, as well as the operation and maintenance of the systems. Informal or un-witnessed instructions or instructions to non-designated personnel will not

be acceptable. Furnish instruction for a minimum of three (3) working days straight time (not necessarily consecutive). Prior arrangements for instruction period shall be made with the Owner.

K. FINAL INSPECTION

1. Conduct a final inspection of all work installed under this division of the Specifications after the installation has been completed, the testing (hereinafter specified) has been performed, and reports have been submitted to the Engineer.
2. During the final inspection, have present a representative of all Subcontractors and the representatives of the equipment manufacturers, as directed by the Engineer.
3. Demonstrate to the satisfaction of the Engineer that the systems installed meet Specification requirements and that the capacities and performance of the equipment meets schedule requirements. Make changes, modifications, and adjustments to the installed systems, as directed by Engineer, to meet Specification requirements at no additional cost to the Owner.

L. GUARANTEES

1. Provide, for a period of one (1) year from the date of acceptance by Owner, a guarantee for materials, apparatus, workmanship, and performance of work which may prove defective or unsatisfactory.

M. ALTERATIONS TO EXISTING WORK

1. GENERAL

- a. Contractor shall refer to Division 1, General Requirements, and Contract Documents for specific requirements relative to the existing facilities and the sequence of the work.
 - b. Existing electrical systems shall be maintained in operation during the construction period. Existing systems shall not be shut down nor shall connections be made thereto without prior approval of the Owner.
 - c. Work in connection with tying into the existing systems shall be performed on regular time, unless the work requires an interruption of established building operations or services, or if required by Owner. Work requiring an interruption on a premium time basis shall be determined by Contractor prior to bidding and shall be included with his bid as a separate item.
2. Circuits interrupted by demolition or renovation shall be re-routed and re-connected to restore circuit continuity.
 3. Unless otherwise specified or indicated on the plans, all equipment and materials which are indicated be removed, shall become the property of Contractor and shall be removed from the site.
 4. Existing conditions, equipment, and wiring indicated on the drawings have been extracted from existing design drawings and therefore do not necessarily represent 'As Built' conditions. Contractor shall make necessary allowances to assure conformance with the intent indicated by the plans and Specifications.

N. SEISMIC REQUIREMENTS

1. Equipment, materials, installation construction methods shall be capable of withstanding the effects of earthquake motions determined according to NFPA 13, ICC and ASCE 7, "Minimum design loads for buildings and other structures". Seismic data for this project shall be assumed to be as follows:
 - Risk Category 'II'
 - Seismic Importance Factor '1.00'
 - Mapped Spectral Response Accelerations Ss= .255g S1= .069g
 - Site Class 'D' - "Still Soil"
 - Spectral Response Coefficients Sds = .271g Sd1 = .110g
 - Seismic Design Category 'B'

DIVISION 16 – ELECTRICAL
SECTION 16100 – BASIC MATERIALS AND METHODS

A. GENERAL

1. Electrical plans are diagrammatic and do not indicate exact locations of conduit runs, equipment, apparatus, and devices which shall be determined in the field as the work progresses.
2. Study the architectural, structural, and mechanical plans and Specifications and become thoroughly acquainted with conditions affecting the installation of the electrical systems.
3. Exact locations of equipment and outlets are subject to the approval of the Owner, and the Owner reserves the right to make reasonable changes without cost during normal progress of the work.
4. Where three (3) or more conductors are required for branch circuiting, the number of conductors are indicated. Otherwise, two (2) conductors shall be provided.
5. Except as otherwise noted, wiring shall be run in raceways.
6. Distribute feeder and branch circuit loads over phases so that phase loading is balanced to within ten (10%) percent between phases.

B. RACEWAYS

1. Conduits, except rigid non-metallic (PVC), installed in earth or fill, not encased in concrete, shall be given two (2) field coats of asphaltum and the outside of male joints shall be painted with red lead. All underground conduit outside of the building is to be buried in a minimum of 24" below finished grade, unless noted otherwise.
2. Unless otherwise indicated, conduits shall be installed concealed above ceilings and within walls and floor slabs. Conduits installed within access floor space shall conform to exposed construction methods.
3. Concealed conduits shall be run in a direct line with long sweep bends and offsets. Exposed raceways shall be installed parallel or perpendicular to walls and ceilings and have right angle turns consisting of either symmetrical bends or fittings.
4. Bends and offsets shall be avoided where possible, but when made, an approved conduit bending machine or device shall be used. Conduit bends and offsets shall have long sweeps and easy curvatures with radii not less than corresponding standard elbows and without kinks or buckles.
5. Cutting of chases in un-plastered concrete block or masonry partitions is not permitted. Install vertical conduit runs in voids of blocks, walls, or special built-up chases, where provided. Coordinate with the General Contractor to accomplish this method of construction. Ascertain exact locations of chases prior to installation of conduit. Avoid horizontal runs in masonry partitions.
6. Raceways, where they enter steel boxes or steel cabinets, shall be secured in place by galvanized locknuts and bushings. Provide double locknuts and insulating bushings on conduits 1" and over.
7. Feeder raceways to be terminated with insulated ground/bonding bushings, T&B Series 3870. Install equipment bonding jumpers between all raceways, enclosures, and ground bus.
8. Conduit runs shall be installed so as to avoid proximity to hot water pipes. Provide minimum of 3" clearance.
9. Raceways shall be dry and clean prior to installation of conductors. Ends of conduit runs shall be immediately capped after installation.
10. Conduits shall be supported on approved types of wall brackets, ceiling trapeze, strap hangers, or pipe straps, secured by means of toggle bolts in hollow masonry, rawl plugs in concrete or brick, machine screws on metal surfaces, and wood screws on wood construction. Nails are not permitted. No conduit shall be supported from another conduit or piping of the mechanical system.
11. The type of raceway shall be as follows for feeder and branch circuits, unless otherwise specified.

b. Installed in Masonry Walls (other than concrete)

Type of Raceway	(1)	Rigid metal
	(2)	Intermediate metal

- | | | | |
|-----|---|---|--|
| | | (3) | Electrical metallic tubing |
| | | (4) | Rigid non-metallic |
| d. | <u>Installed in Stud Walls:</u> | | |
| | Type of Raceway | (1) | Rigid metal |
| | | (2) | Intermediate metal |
| | | (3) | Electrical metallic tubing |
| | | (4) | Type AC cable (20 amp-120-208V branch circuits only) |
| | | (5) | Type MC cable (20 amp-120-208V branch circuits only) |
| e. | <u>Installed in Hung Ceiling Spaces</u> | | |
| | Type of Raceway | (1) | Rigid metal |
| | | (2) | Intermediate metal |
| | | (3) | Electrical metallic tubing |
| | | (4) | Armored cable (20 amp-120-208V branch circuits only) |
| f. | <u>Installed Exposed (interior)</u> | | |
| | Type of Raceway | (1) | Rigid metal |
| | | (2) | Intermediate metal |
| | | (3) | Electrical metallic tubing |
| g. | <u>Installed Exposed (exterior)</u> | | |
| | Type of Raceway | (1) | Rigid metal |
| | | (2) | Intermediate metal |
| | | (3) | Rigid aluminum |
| i. | <u>Connections to motors, transformers, control devices in piping and ducts, 18" length maximum, or of sufficient length to permit removal of equipment or device.</u> | | |
| | (1) | All locations – liquid tight flexible metal | |
| 12. | <u>Rigid Metal Conduit:</u> Hot dipped galvanized, mild steel pipe, zinc coated threads with an outer coating of zinc bichromate, as manufactured by Triangle, Allied, Wheatland, or approved equal. | | |
| 13. | <u>Intermediate Metal Conduit (IMC):</u> Electro-galvanized, mild steel pipe, zinc coated threads with an outer coating of zinc bichromate as manufactured by Triangle, Allied, Wheatland, or approved equal. | | |
| 14. | <u>Aluminum Conduit:</u> Full weight aluminum pipe, threaded, as manufactured by Alcoa, Kaiser, or Reynolds. | | |
| 15. | <u>Electrical Metallic Tubing (EMT):</u> Galvanized or zinc metalized, threadless, thin wall conduit as manufactured by Triangle, Republic, Wheatland, or approved equal. | | |
| 16. | <u>Flexible Metal Conduit:</u> Galvanized or metalized steel, single strip interlocked construction as manufactured by Triangle, Anaconda, American Flexible Conduit, Electric-flex, or approved equal. | | |
| 17. | <u>Liquid Tight Flexible Metal Conduit:</u> Galvanized steel core, single strip interlocked construction, with integral ground wire, an extruded polyvinyl chloride covering, as manufactured by Anaconda, Type "UA", American Flexible Conduit, Electric-flex, or approved equal. | | |
| 19. | <u>Rigid Non-Metallic Conduit:</u> Polyvinyl chloride, Schedule 40, heavy wall, as manufactured by Triangle, Carlon, Allied, or approved equal. | | |
| 20. | <u>Armored Cable:</u> Triangle Type or equal, 600 volt THHN insulation, copper conductors. | | |
| 21. | <u>Conduit Fittings:</u> | | |
| a. | <u>Rigid Metal and Intermediate Metal Conduit:</u> Insulated metallic bushings, Thomas & Betts BIM 50 series, or equal manufactured by Appleton, Course-Hinds, or O.Z. Insulated grounding bushings – Thomas & Betts 3870 Series, or equal as manufactured by Appleton, Crouse-Hinds, or O.Z. | | |
| b. | <u>Electrical Metallic Tubing:</u> Insulated set screw ½" through 2".- Thomas & Betts 5031 series compression type 2-1/2" through 4" – Thomas & Betts 5120 series, or equal manufactured by Tomic or Raco. Die cast fittings not permitted. | | |

- c. Flexible Metal Conduit: Insulated "Tite-Bite" fittings – Thomas & Betts, or equal manufactured by Steel City or Raco.
- d. Liquid Tight Flexible Metal Conduit and Computer Conduit: Insulated connectors with "O" rings – Thomas & Betts 5331 series, 5331GR (for external ground), 5271 series for rigid conduit to flexible connection, or equal as manufactured by Steel City or Raco.
- e. Rigid Non-Metallic Conduit: Solvent weld joints – ½" through 1" non-metallic elbows – 1-1/4" and larger, rigid metal elbows.
- f. Conduit Outlet Bodies: Malleable iron fittings, Crouse-Hinds, "condulets", or equal as manufactured by Appleton, O.Z./Gedney, or Killark.
- g. Expansion Fittings: Provide, where indicated on plans or where conduits pass through an expansion joint, O.Z./Gedney type AX (rigid metal conduit) or type TX (electrical metallic tubing) expansion fitting. Exterior locations require the use of bonding jumpers, type 'BJ'.
- h. Conduit sealing bushings shall be O.Z./Gedney type "KR", or equal.
- i. Conduits passing through fire rated partitions, provide fire seals O.Z./Gedney CFSF or CFSI series.

C. OUTLET, SWITCH, AND JUNCTION BOXES

- 1. Boxes shall be sized per N.E.C. to accommodate fixtures, fittings, devices, and wiring.
- 2. Boxes shall be suitable for the particular location and service intended. Boxes to be a minimum of 1-1/2" deep.
- 3. Where devices are grouped, provide multi-gang boxes.
- 4. Boxes for concealed work shall be stamped galvanized steel, as manufactured by Steel City, or equal by Appleton or Raco. Provide raised device covers to suit construction so that outlets are flush with finished surfaces. Boxes to be installed for vertical mounting of wiring devices.
- 5. Boxes for exposed work shall be cast FS or FD type with threaded hubs, as manufactured by Appleton, Crouse-Hinds, or Killark.
- 6. Before any work is done, above heights and locations must be coordinated with work of other trades and checked against special requirements of drawings. If for any reason these conditions cannot be met, consult Owner's representative before proceeding.

D. WIRE

- 1. Conductors shall be of soft, annealed, uncoated copper. Conductors No. 10 AWG and smaller to be solid or stranded. No. 8 AWG and larger to be stranded. Conductors to have 600 volt, 90 degree C dry location and 75 degrees C wet location temperature rating. Insulation rating to conform to ASTM Standards. Types of wire to be utilized are as follows:
 - a. Lighting, receptacle, and appliance branch circuits (20 amp) to be type XHHW, THWN-THHN, No. 12 AWG minimum.
 - b. Power wiring and feeders to be Type XHHW, THHN-THWN sizes as indicated on plans.
 - c. Control wiring to be Type THHN-THWN stranded, of sizes indicated on plans.
 - d. Wiring to recessed fixtures and within fixture raceways to be Type THHN, No. 12 AWG minimum.
 - e. Special system wiring – Refer to specific Division of Specifications.
- 2. Conductors shall be continuous from origin to panel or equipment without splices. Where tap splices are necessary and approved, they shall be made with suitable connectors in junction boxes. Tap splices shall be made secure with approved solderless pressure type connectors as manufactured by Burndy or Dossert Manufacturing Company. Tap splices shall be wrapped with insulating plastic tape in a manner approved for circuit voltage. Lighting and receptacle branch circuit connectors shall be Minnesota Mining Company. "Skotchlok" pre-insulated connectors types Y, R, G, and B, or equal by T&B and Burndy.
- 3. Provide two hole compression type lugs for cable to bus connections - T&B 54204 series, or equal. Lugs to be bolted to bus using Belleville compression washers, properly torqued.

4. Where multi-conductor cables or individual wires enter cabinets or enclosures, provide O.Z./Gedney type "GRE" fittings, or equal.
5. Mechanical devices used for installing conductors in raceways shall be approved for the purpose. Wire lubricant shall be U.L. approved.
6. Control wiring terminations in control panels and in control devices shall be made utilizing T&B 'Sta-Kon' insulated, forked tongue terminals, unless proper terminals are provided with equipment.
7. Wire and cable shall be manufactured by Essex, Pirelli, Cablec, American Insulated Wire Corp., or Triangle.

E. MISCELLANEOUS METAL

1. Provide supports, hangers, and racks required for installation of the work. Racks and fittings shall be galvanized and shall be Unistrut or equal, unless otherwise specified.

F. GROUNDING

1. Electrical system shall be permanently and effectively grounded in accordance with code requirements. Measured resistance to ground shall be 10 ohms maximum.
3. Ground clamps and connectors shall be approved for the location used. Clamps and connectors to be as manufactured by T&B, O.Z./Gedney, or equal.
5. Provide equipment bonding jumpers between raceway bonding bushings, enclosures, and ground bus.



T.J.D. ENGINEERING
ASSOCIATES, INC.

Certificate of Authorization: 246A27344000

2 HANCOCK DRIVE
WEST MILFORD, NJ 07480
PHONE 973-208-0054
FAX 973-208-0851



EXISTING BUILDING

C9 LOCATION INFO

GENERAL
6000 CODE INFORMATION LOCATION PLAN

MECHANICAL

- M101 MECHANICAL FLOOR PLANS
- M102 MECHANICAL ROOF PLAN & RISER
- M103 MECHANICAL SCHEDULES & DETAILS

ELECTRICAL

- E101 ELECTRICAL PLANS

F9 INDEX

EXISTING 6 STORY BUILDING
CONSTRUCTION TYPE IS
USE GROUP R2

NOTE:
ENTIRE BUILDING IS SPRINKLERED.
NO CHANGE IN THE FOOTPRINT OF THE BUILDING
TOTAL SF AFFECTED AREA: 138,000 SF.
TOTAL SF OF BUILDING: 185,410 SF.

APPLICABLE SUBCODES:
SUBMITTED UNDER NEW JERSEY UNIFORM CONSTRUCTION
CODE & IBC 2015, NEW JERSEY EDITION
BUILDING SUBCODE: IBC 2015-NEW JERSEY ED.
ELECTRICAL SUBCODE: NEC (NFPA 70)/2014
MECHANICAL SUBCODE: IMC 2015
ENERGY SUBCODE: ASHRAE 90.1-2013

THESE PLANS ARE SUBMITTED IN CONFORMANCE WITH
THE UNIFORM CONSTRUCTION CODE SUBCHAPTER 6 -
REHABILITATION SUBCODE.

1. THE WORK IS DEEMED "RECONSTRUCTION" AS PER SECTION 5.23-6.3 DEFINITIONS, AND MEETS CODE REQUIREMENTS.
2. AS PER SECTION 5.23-6.1, THE FOLLOWING IS PROVIDED:
NO CORROSION BY DRAINAGE OF
BUILDING SYSTEMS IS PROPOSED.
ELECTRICAL MATERIALS COMPLY WITH UL AND IMI
APPROVALS PER NEC CODE PROVISIONS.
3. AS PER SECTION 5.23-6.10, BA9IC AND
SUPPLEMENTAL REQUIREMENTS HAVE BEEN MET.

L9 CODE INFO

CONSULTANT:
CONSULTANT:
CONSULTANT:

PROFESSIONAL SEAL:

THOMAS C. TAMATYNE
GE29610

THIS DRAWING SHALL NOT BE USED FOR
CONSTRUCTION UNLESS THE PROFESSIONAL SEAL AND SIGNATURE ARE ON THE DRAWING.

PROJECT TITLE / DESCRIPTION:
HIGHLAND PARK
HOUSING AUTHORITY -
SAMUEL KRONMAN APTS.
BATHROOM EXHAUST
MODIFICATIONS

PROJECT LOCATION:
242 SOUTH 6TH AVE
HIGHLAND PARK, NJ.

DATE: 2/14/18

NO.	REVISION	DATE
1	FOR BID	2/14/18

TJD PROJECT NO.	DRAWING TITLE
11201A	COVER SHEET

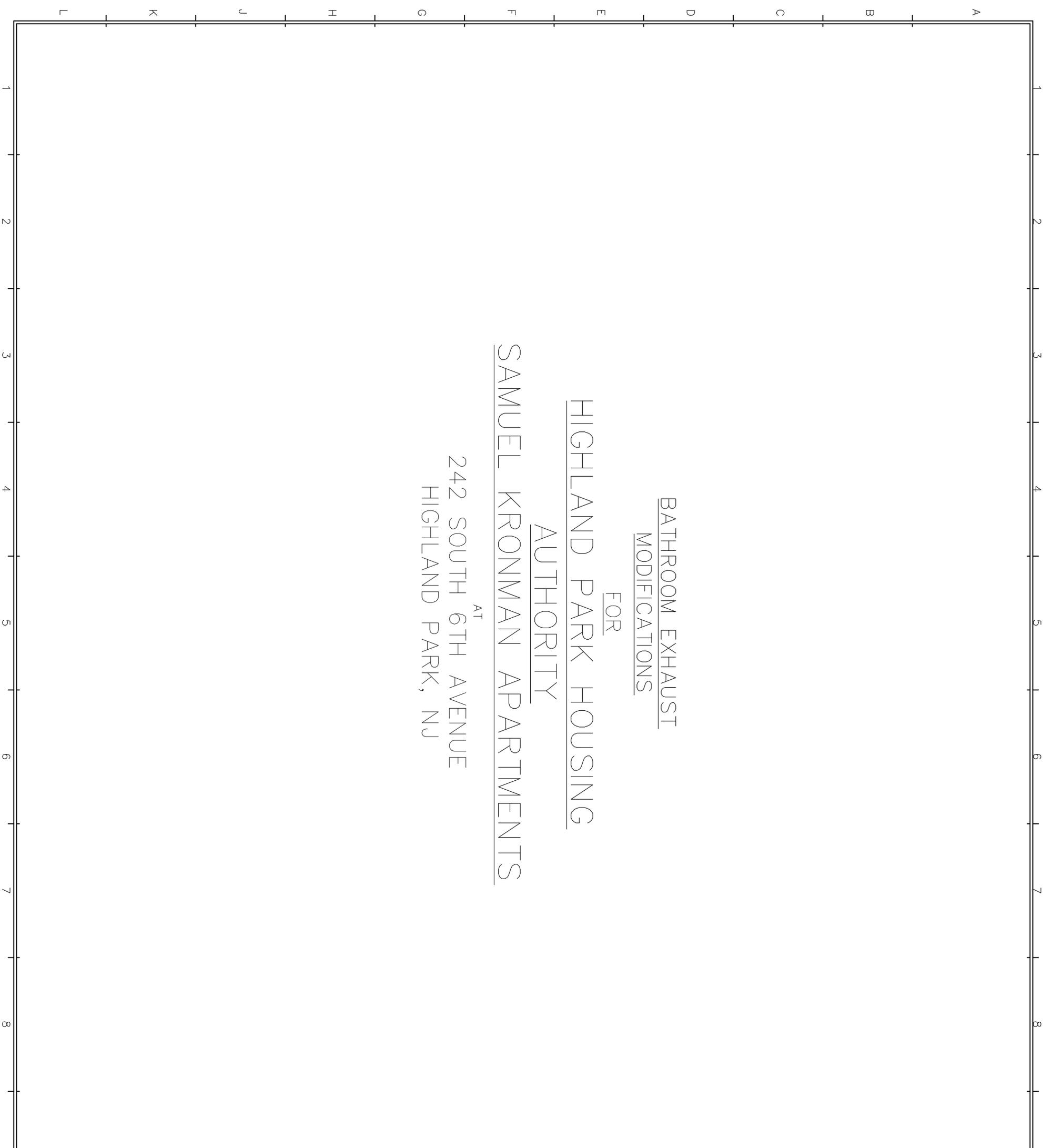
DRAWING TITLE:
COVER SHEET

SHEET NUMBER:

6001

SHEET 1 OF 5

BATHROOM EXHAUST MODIFICATIONS FOR HIGHLAND PARK HOUSING AUTHORITY SAMUEL KRONMAN APARTMENTS AT 242 SOUTH 6TH AVENUE HIGHLAND PARK, NJ





F1 2ND - 6TH TYPICAL FLOOR PLAN

1/8"

PROJECT NOTES

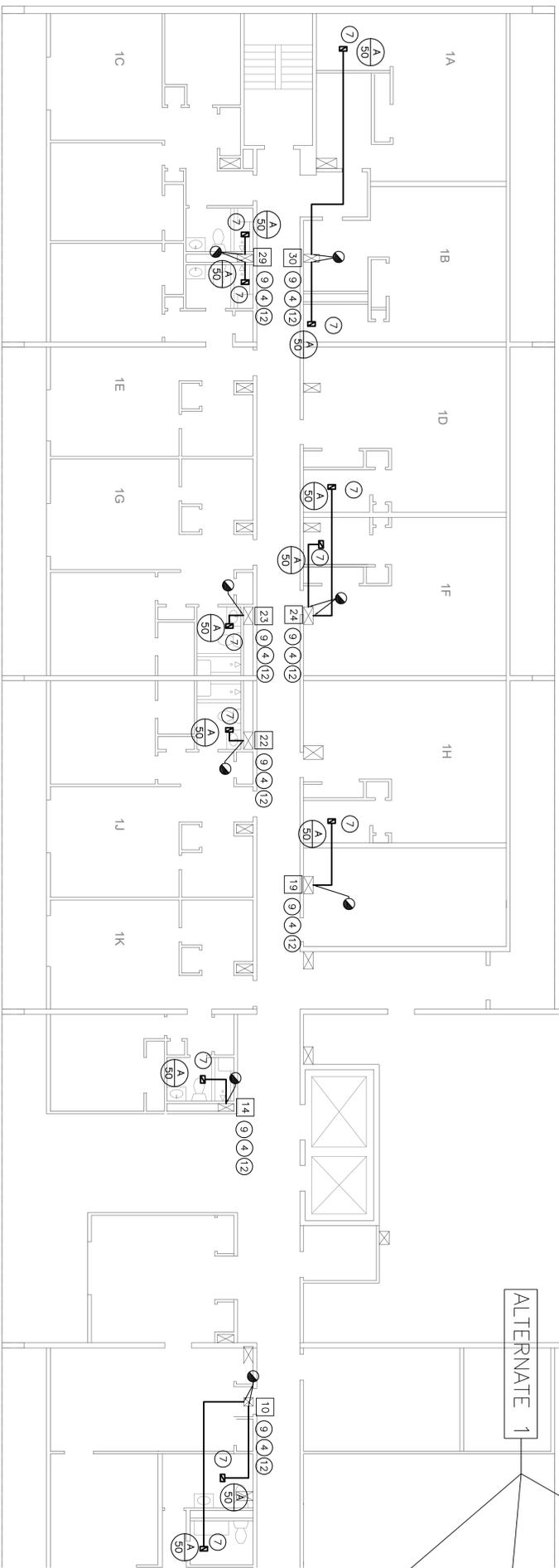
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL CODES.
2. CONTRACTOR SHALL PROVIDE OWNER WITH COMPLETE AND ACCURATE AS-BUILT DOCUMENTS FOR THE WORK PROVIDED/INSTALLED.
3. ALL PENETRATIONS OF WALLS, PARTITIONS, CHASES, SHAFTS, FLOORS AND ROOF SHALL BE COMPLETELY SEALED. PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS SHALL BE SEALED TO PROVIDE A RAINING EQUAL TO OR GREATER THAN OF THE WALL OR FLOOR PENETRATED.

LEGEND

- FD FIRE DAMPER
- VD VOLUME DAMPER
- AD ACCESS DOOR
- ☐ EXHAUST GRILLE
- ☐ GRILLE/DIFFUSER
- ☐ BALANCED AIRFLOW
- ☐ RISER
- POINT OF CONNECTION

MECHANICAL NOTES

- 1 PROVIDE NEW 8X4 DUCT FROM EXISTING OPENING AT RISER TO NEW GRILLE MOUNTED IN SOFFIT. MODIFY DUCT RISER OPENING AND ELEVATION AS REQUIRED TO COORDINATE WITH SOFFIT.
- 2 PROVIDE ALTERNATE 1 PRICE TO CONSTRUCT 1-HOUR FIRE RATED SHAFT FROM SLAB TO SLAB AROUND DUCT RISER (SEE DETAIL ON M-103), INCLUDING 1-HOUR FIRE DAMPERS WITH 6X6 ACCESS DOORS IN 8X4 DUCT PENETRATIONS. ALSO INCLUDE 1-HOUR RATED 8X ACCESS DOORS IN CORRIDOR WALL LOCATED TO ENABLE FIRE DAMPER INSPECTION AND SERVICE (SEE DETAIL ON M-103). ALTERNATE PRICE SHALL INCLUDE REMOVAL



L1 GROUND FLOOR PLAN

1/8"

MECHANICAL NOTES

- 1 AND REINSTALLATION OF ANY PLUMBING FIXTURES REQUIRED TO ENABLE ACCESS FOR SHAFT CONSTRUCTION.
- 2 PROVIDE UNIT PRICING TO OPEN EXISTING CORRIDOR WALL, OPEN DUCT RISER, AND INSPECT FOR PRESENCE OF FIRE DAMPER AT EACH FLOOR PENETRATION. PROVIDE REPORT TO ENGINEER INDICATING FIRE DAMPER RATING AND OPERABLE CONDITION.
- 3 CLEAN ALL BATHROOM EXHAUST DUCT RISERS FROM FAN CONNECTION TO BOTTOM OF RISER.
- 4 PROVIDE UNIT PRICING TO INSTALL 6X6 ACCESS DOOR IN BATHROOM EXHAUST DUCT RISER AND 12X12 1-HOUR RATED ACCESS DOOR IN CORRIDOR WALL TO ENABLE FIRE DAMPER INSPECTION AND SERVICE. MILCOR UFR IN WHITE OR APPROVED EQUAL.
- 5 PROVIDE ALTERNATE 1 PRICE TO CONSTRUCT 1-HOUR FIRE RATED SHAFT FROM SLAB TO SLAB AROUND DUCT RISER (SEE DETAIL ON M-103), INCLUDING 1-HOUR FIRE DAMPERS WITH ACCESS DOORS IN 8X4 DUCT PENETRATIONS. ALSO INCLUDE INSTALLATION OF A TO SOFFIT FROM THE CEILING TO PROTRUDE 12" FROM WALL TO ACCOMMODATE ADDED DEPTH FROM NEW FIRE DAMPER (SEE DETAIL ON M-103). ALTERNATE PRICE SHALL INCLUDE REMOVAL AND REINSTALLATION OF ANY PLUMBING FIXTURES REQUIRED TO ENABLE ACCESS FOR SHAFT CONSTRUCTION.
- 6 REMOVE AND DISPOSE OF EXISTING FLEXIBLE DUCT. PROVIDE NEW 8X4 DUCT FROM EXISTING OPENING AT RISER TO NEW GRILLE IN CEILING. MODIFY EXISTING DUCT RISER OPENING TO ACCOMMODATE 8X4 CONNECTION.
- 7 PROVIDE ALTERNATE 1 PRICE TO CONSTRUCT 1-HOUR FIRE RATED SHAFT FROM SLAB TO SLAB AROUND DUCT RISER (SEE DETAIL ON M-103), INCLUDING 1-HOUR FIRE DAMPERS WITH ACCESS DOORS IN 8X4 DUCT PENETRATIONS. ALSO INCLUDE INSTALLATION OF A TO SOFFIT FROM THE CEILING TO PROTRUDE 12" FROM WALL TO ACCOMMODATE ADDED DEPTH FROM NEW FIRE DAMPER (SEE DETAIL ON M-103). ALTERNATE PRICE SHALL INCLUDE REMOVAL AND REINSTALLATION OF ANY PLUMBING FIXTURES REQUIRED TO ENABLE ACCESS FOR SHAFT CONSTRUCTION.
- 8 PROVIDE ALTERNATE 1 PRICE TO CONSTRUCT 1-HOUR FIRE RATED SHAFT FROM BOTTOM OF DUCT RISER UP TO SLAB AND AROUND DUCT RISER (SEE DETAIL ON M-103), INCLUDING 1-HOUR FIRE DAMPERS WITH ACCESS DOORS IN 8X4 DUCT PENETRATIONS. ALSO INCLUDE INSPECTION AND SERVICE (SEE DETAIL ON M-103). ALTERNATE PRICE SHALL INCLUDE REMOVAL AND REINSTALLATION OF ANY PLUMBING FIXTURES REQUIRED TO ENABLE ACCESS FOR SHAFT CONSTRUCTION.
- 9 PROVIDE UNIT PRICING TO INSTALL 6X6 ACCESS DOOR IN BATHROOM EXHAUST DUCT RISER AND 12X12 ACCESS DOOR IN SOFFIT TO ENABLE FIRE DAMPER INSPECTION AND SERVICE.
- 10 PROVIDE UNIT PRICING TO OPEN DUCT RISER AND INSPECT FOR PRESENCE OF FIRE DAMPER AT EACH FLOOR PENETRATION ABOVE TUB ENCLOSURE. PROVIDE REPORT TO ENGINEER INDICATING FIRE DAMPER RATING AND OPERABLE CONDITION.
- 11 FILL IN AND SEAL EXISTING OPEN ANNUAL SPACE AROUND BATHROOM EXHAUST DUCT RISER AT EACH FLOOR TO MAINTAIN FIRE RATING USING 3M CS-195+ SHEET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

L9 NOTES & SYMBOLS

NTS



T.J.D. ENGINEERING ASSOCIATES, INC.

2 HANCOCK DRIVE
WEST MILFORD, NJ 07480
PHONE 973-208-0054
FAX 973-208-0851

Certificate of Authorization: 24627344000

CONSULTANT:

CONSULTANT:

PROFESSIONAL SEAL:

THOMAS C. TAMATINE
GE292610

THIS DRAWING SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. SEAL AND SIGNATURE ARE ON THE DRAWING.

PROJECT TITLE / DESCRIPTION:
HIGHLAND PARK HOUSING AUTHORITY - SAMUEL KRONMAN APPTS. BATHROOM EXHAUST MODIFICATIONS

PROJECT LOCATION:
242 SOUTH 6TH AVE
HIGHLAND PARK, NJ

DATE: 2/14/18

NO.	REVISION	DATE
1	FOR BID	2/14/18

T/D PROJECT NO:	11201A
DRAWING TITLE:	MECHANICAL FLOOR PLANS
SHEET NUMBER:	M101

MECHANICAL FLOOR PLANS

M101

SHEET 2 OF 5



T.J.D. ENGINEERING
ASSOCIATES, INC.

Certificate of Authorization: 24627344000
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FAX 973-208-0851

CONSULTANT:

CONSULTANT:

PROFESSIONAL SEAL:

THOMAS C. TAMATNE
GE296210

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PROJECT TITLE / DESCRIPTION:
HIGHLAND PARK
HOUSING AUTHORITY -
SAMUEL KRONMAN APPTS.
BATHROOM EXHAUST
MODIFICATIONS

PROJECT LOCATION:
242 SOUTH 6TH AVE
HIGHLAND PARK, NJ

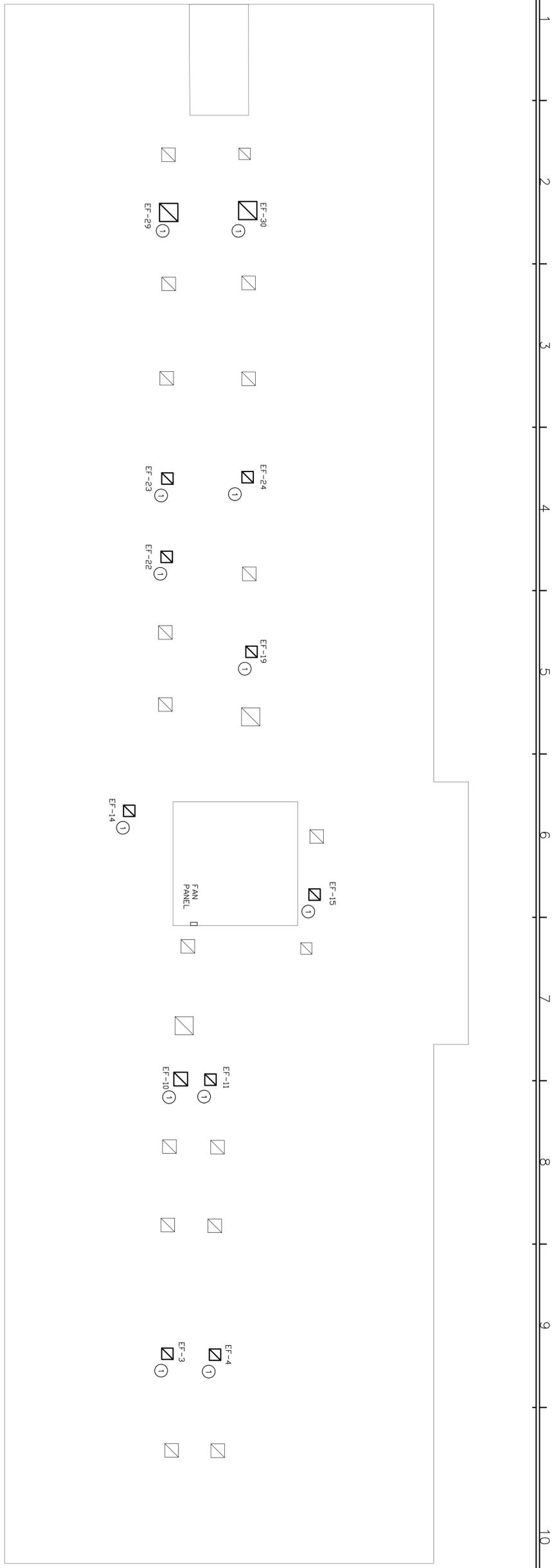
DATE: 2/14/18

NO.	REVISION:	DATE:
1	FOR BID	2/14/18

TJD PROJECT NO:	17201A
DRAWING TITLE:	MECHANICAL ROOF PLAN & RISER
SHEET NUMBER:	

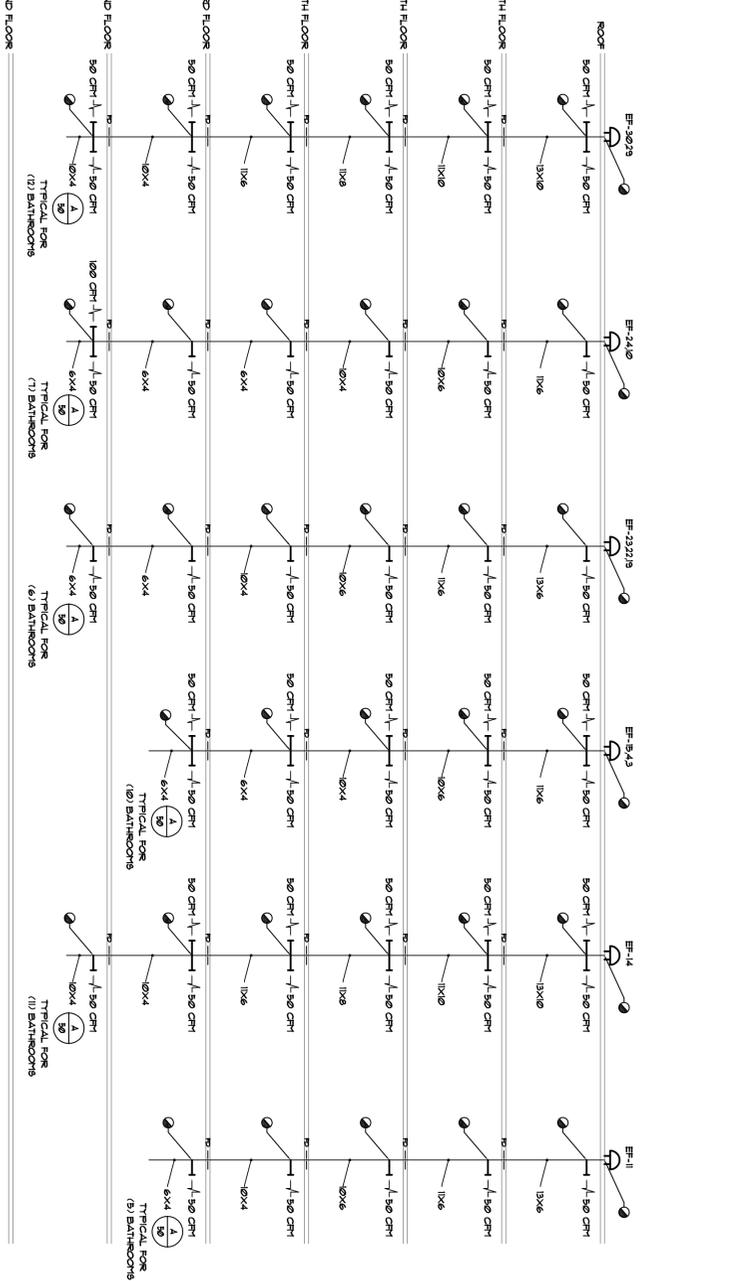
M102

SHEET 3 OF 5



F1 MECHANICAL ROOF PLAN

1/8"



L1 BATHROOM EXHAUST RISERS

1/8"

PROJECT NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL CODES.
- CONTRACTOR SHALL PROVIDE OWNER WITH COMPLETE AND ACCURATE AS-BUILT DOCUMENTS FOR THE WORK PROVIDED/INSTALLED.
- ALL PENETRATIONS OF WALLS, PARTITIONS, CHASES, SHAFTS, FLOORS AND ROOF SHALL BE COMPLETELY SEALED. PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS SHALL BE SEALED TO PROVIDE A RATING EQUAL TO OR GREATER THAN OF THE WALL OR FLOOR PENETRATED.

LEGEND

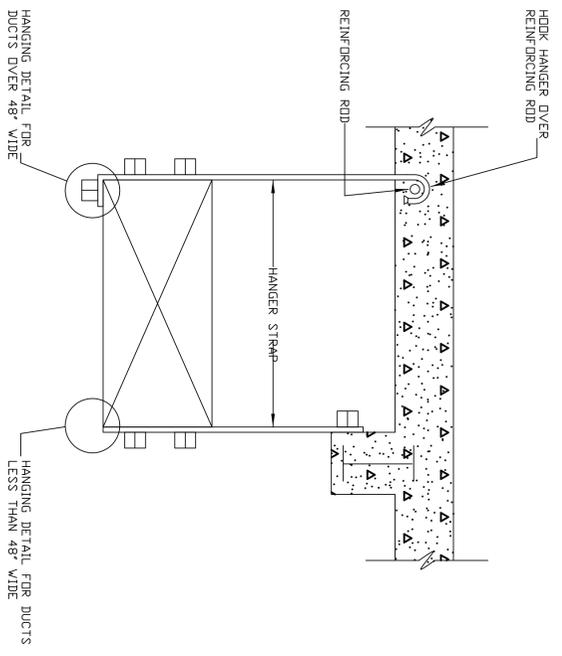
EXHAUST FAN

MECHANICAL NOTES

- REMOVE AND REPLACE EXISTING EXHAUST FAN. SEE SCHEDULE AND DETAIL. INSTALL CURB ADAPTER TO FIT NEW FAN TO EXISTING CURB. COORDINATE INSTALLATION WITH CONCURRENT ROOF REPLACEMENT.

L9 NOTES & SYMBOLS

NTS



DUCT HANGER DETAIL
NOT TO SCALE

FAN SCHEDULE

SYMBOL	MANUFACTURER	MODEL	CFM/HP	APPROX. WT. (LBS)	MOTOR				REMARKS	
					HP	RPM	VOLTS	HERTZ		
EF-3	GREENHICK	G-90-1/6	500/0.5*	30	1/10	1725	115	1	60	
EF-4	GREENHICK	G-90-1/6	500/0.5*	30	1/10	1725	115	1	60	
EF-10	GREENHICK	G-85-1/6	400/0.5*	29	1/10	1725	115	1	60	
EF-11	GREENHICK	G-80-1/6	250/0.5*	29	1/10	1725	115	1	60	
EF-14	GREENHICK	G-90-1/6	550/0.5*	30	1/10	1725	115	1	60	
EF-15	GREENHICK	G-90-1/6	500/0.5*	30	1/10	1725	115	1	60	
EF-19	GREENHICK	G-80-1/6	300/0.5*	29	1/10	1725	115	1	60	
EF-22	GREENHICK	G-80-1/6	300/0.5*	29	1/10	1725	115	1	60	
EF-23	GREENHICK	G-80-1/6	300/0.5*	29	1/10	1725	115	1	60	
EF-24	GREENHICK	G-85-1/6	350/0.5*	29	1/10	1725	115	1	60	
EF-29	GREENHICK	G-90-1/6	600/0.5*	30	1/10	1725	115	1	60	
EF-30	GREENHICK	G-90-1/6	800/0.5*	30	1/10	1725	115	1	60	

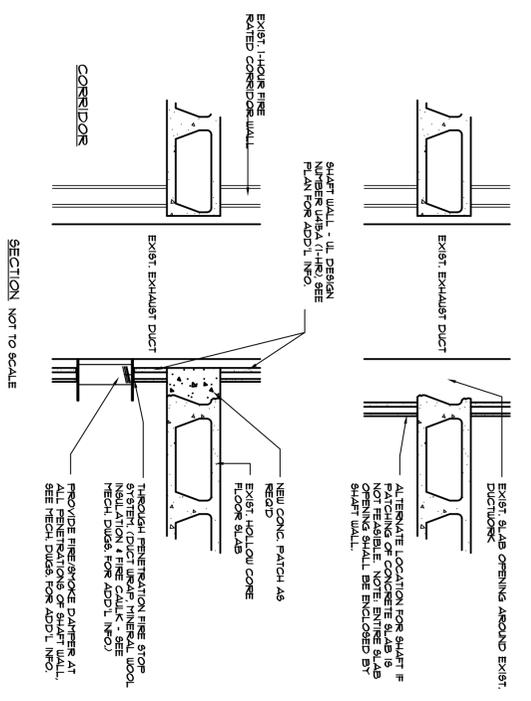
GRILLE SCHEDULE

MARK	MANUFACTURER	MODEL	PATTERN	NECK	FACE	REMARKS
A	TITUS	350FS	35*	8X4	-	

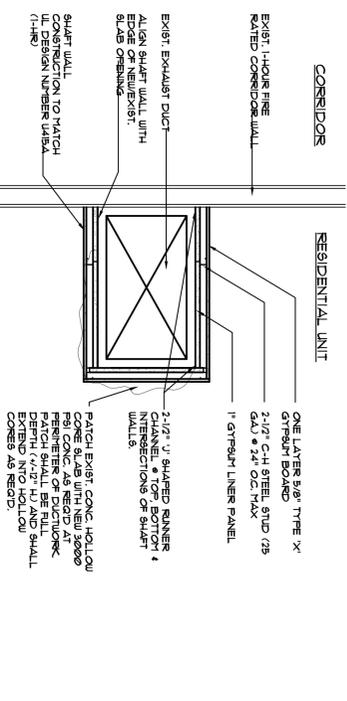
1. AG-15 NECK MOUNTED OPPOSED BLADE DAMPER. BALANCE TO AIRFLOWS ON FLOORPLAN

L1 MECHANICAL SCHEDULES

NTS 1 2 3 4

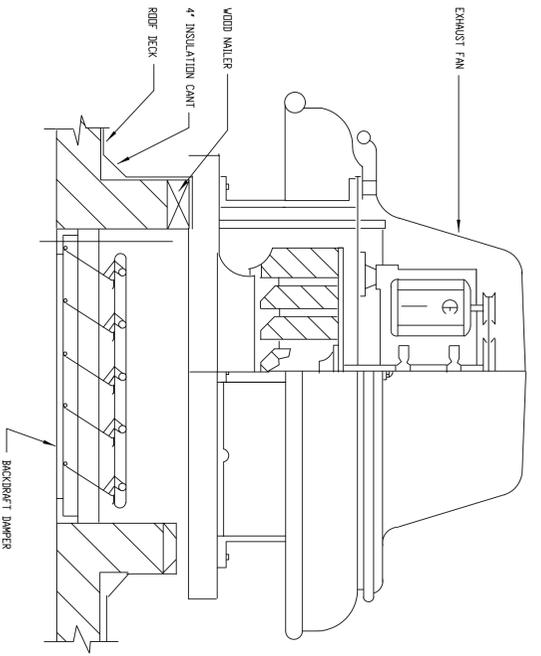


SECTION NOT TO SCALE

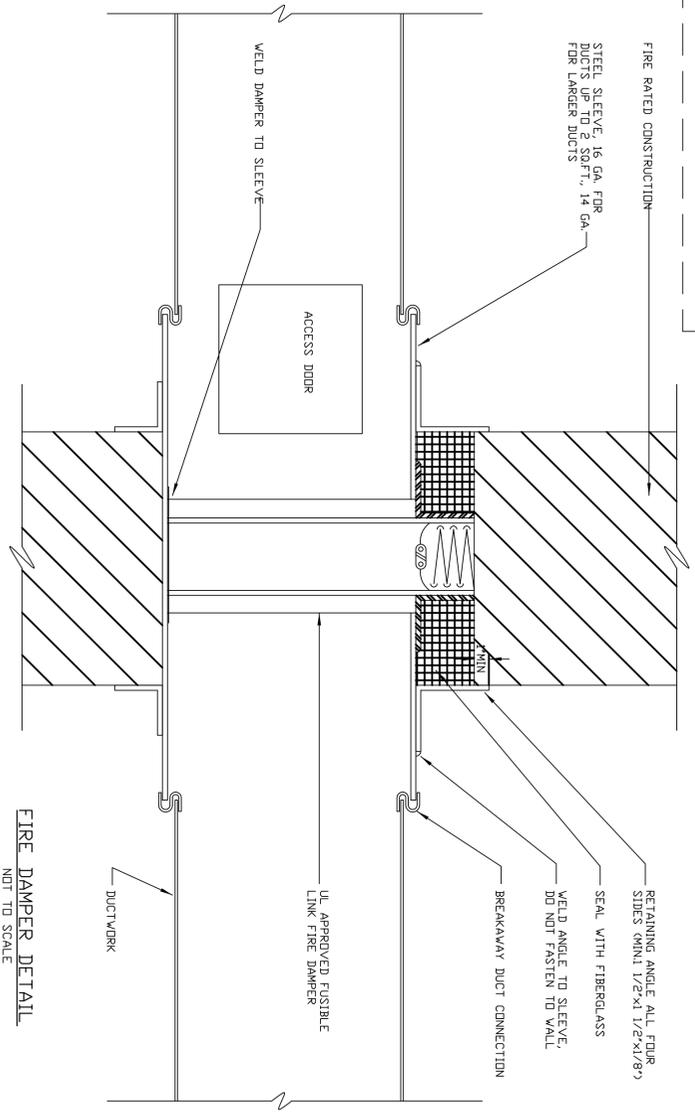


PLAN NOT TO SCALE

ONE HOUR FIRE RATED SHAFT WALL AROUND EXISTING EXHAUST DUCT
NOTE: SHAFTS TO BE CONNECTED FROM BOTTOM FLOOR SLAB TO TOP OF ROOF. NO PENETRATIONS PERMITTED EXCEPT FOR EXHAUST DUCTS CONNECTED TO THE EXISTING EXHAUST RIGS WITHIN THE SHAFT.



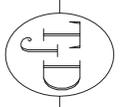
ROOF MOUNTED EXHAUST FAN DETAIL
NOT TO SCALE



FIRE DAMPER DETAIL
NOT TO SCALE

L5 MECHANICAL DETAILS

NTS 5 6 7 8 9 10



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CONSULTANT:

CONSULTANT:

CONSULTANT:

PROFESSIONAL SEAL:

THOMAS C. TAMATINE
GE29610

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PROJECT TITLE / DESCRIPTION:
HIGHLAND PARK
HOUSING AUTHORITY -
SAMUEL KRONMAN APPTS.
BATHROOM EXHAUST
MODIFICATIONS

PROJECT LOCATION:
242 SOUTH 6TH AVE
HIGHLAND PARK, NJ

DATE: 2/14/18

NO.	REVISION	DATE
1	FOR BID	2/14/18

T/O PROJECT NO:
11201A

DRAWING TITLE:
MECHANICAL
SCHEDULES & DETAILS

SHEET NUMBER:

M103

SHEET 4 OF 5



T.J.D. ENGINEERING ASSOCIATES, INC.

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HIGHLAND PARK
HOUSING AUTHORITY -
SAMUEL KRONMAN APTS.
BATHROOM EXHAUST
MODIFICATIONS

PROJECT LOCATION:

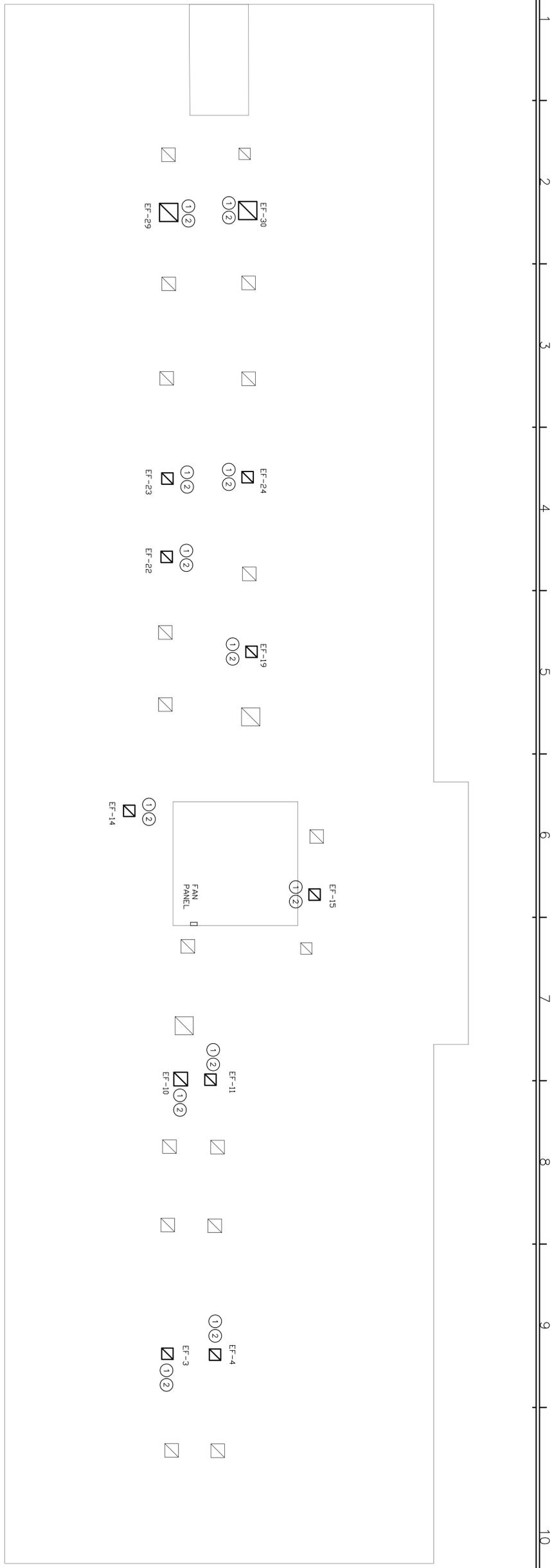
242 SOUTH 6TH AVE
HIGHLAND PARK, NJ

DATE: 2/14/18

NO.	REVISION	DATE
1	FOR BID	2/14/18

TJD PROJECT NO:	17201A
DRAWING TITLE:	ELECTRICAL PLANS
SHEET NUMBER:	E101

SHEET	5	OF	5
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G1 ELECTRICAL ROOF PLAN

1/8"

PROJECT NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL CODES.
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ELECTRICAL NOTES

- DISCONNECT CIRCUIT FOR REMOVAL OF FAN AND RECONNECT CIRCUIT TO NEW FAN.
- EXTEND LIGHTNING PROTECTION SYSTEM GROUND CONDUCTOR AND PROVIDE AIR TERMINAL ON EXHAUST FAN HOUSING. OBTAIN CERTIFICATE OF ACCEPTANCE FOR NEW WORK.

L1 ELECTRICAL NOTES

NTS