ELKHART HOUSING AUTHORITY

1396 Benham Avenue Elkhart, IN 46516

PROPOSAL MANUAL FOR:

2017 CAPITAL FUND PROJECT

Waterfall High Rise Mailbox Replacement

Project # IN0263-17-3

Prepared by:

Forum Architects, LLC 122 S. Michigan St., Suite 200 South Bend, Indiana 46601

Job No: 17-116 November 10, 2017 Set No: _____

TABLE OF CONTENTS

FORMS AND ENCLOSURES

Request for Proposal Letter

Contractor Proposal Letter

Wage Rates

Representations, Certifications, and

Other Statements of bidders form HUD-5369-A (11/92)

Statement of Bidder's Qualification/Affirmative Action

Certificate of A Drug Free Workplace

HUD General Conditions Less Than \$100,000

Section 3 Compliance

Specifications

017329 – Cutting and Patching

024119 – Selective Demolition

061053 – Miscellaneous Carpentry

079200 – Joint Sealants

092216 - Non-Structural Metal Framing

092900 – Gypsum Board

099123 – Interior Painting

105500 – USPS-Delivery Postal Specialties

Drawings (See Attached)

Title Sheet

D101 Demolition Plan

A101 Floor Plan, Elevations & Details

RE: ELKHART HOUSING AUTHORITY

1396 BENHAM AVENUE ELKHART, IN 46516

PROJECT: WATERFALL HIGH RISE APARTMENTS

MAILBOX REPLACEMENT

Gentlemen:

The Elkhart Housing Authority is in the process of receiving Quotations for replacing the existing lobby mailbox system with a new mailbox system at Waterfall High Rise:

1. SCOPE AND CONDITIONS

Each Contractor shall make a careful examination of document and site of the proposed construction and acquaint himself with all the conditions before making his Proposal. The Contractor is fully responsible for all labor, materials, and the equipment necessary for the complete construction of the work as required in the Contract Documents.

2. WAGE RATES

Wage Rates on this work shall not be less than the current prevailing wage rates established for this Project and <u>are included as an integral part of the Specification and Quotation.</u> Contractor shall be requested to submit to Owner a schedule of the Wage Rates being used for this Project prior to Project start and payroll confirmation data during Project.

3. **SALES TAX**

This project is exempt from Indiana Sales Tax. Tax Exempt No. will be provided to the contractor who is awarded the project.

4. **PRE-BID MEETING**

The Pre-Bid Meeting will be held on December 11, 2017 at 11:00 a.m. (local time) at the Waterfall High Rise, 303 Waterfall Drive, Elkhart, Indiana 46516.

5. **SEALED PROPOSALS**

Proposals shall be enclosed in a sealed envelope addressed to:

Mr. Mitchell Craven Director of Comprehensive Improvements Elkhart Housing Authority 1396 Benham Avenue Elkhart, IN 46516 Envelopes shall be labeled in the upper left hand corner as follows:

Proposal for Elkhart Housing Authority: Waterfall High Rise

Mailbox Replacement Project

Each Proposal shall include:

Proposal Letter

- 2. HUD 5369-A "Representations, Certifications, and Other Statements to Bidders"
- 3. Statement of Bidders Qualification/Affirmative Action
- 4. Certificate of Drug Free Workplace
- 5. Section 3 Compliance

Proposals should be delivered to the above office no later than 4:00 P.M. (Local Time) December 15, 2017. The Housing Authority will open proposals at their convenience and award of project will be made at next scheduled board meeting.

6. SCOPE OF WORK

Remove existing mailbox system in main lobby and install new horizontal rear-loading mailbox system with one hundred twenty-nine (129) tenant mail compartments, and one (1) outgoing mail collection slot, and one (1) parcel-locker compartment. Keying of tenant mail compartment to match existing tenant apartment keying system will also be required.

A. PRICE -

 Base Price shall include total cost (material and labor) to remove existing mailbox system and install a new mailbox system as described in specifications (proposal manual) and drawings.

B. OR EQUAL -

Where the phrases "or equal" or "equal as approved by Owner/Architect" occurs in the Contract Documents, substitute materials and/or procedures shall be approved prior to submittal of Proposal.

C. PERMITS AND LICENSES -

Contractor shall, at its own cost and expense, apply for and obtain any and all necessary permits and licenses which may be required in connection with the construction to be performed hereunder. Contractor shall, at all times, strictly comply with and conform to all governing rules and regulations of the applicable laws and statutes, ordinances, or governmental authorities relating to the manner of doing the work to be performed under this Project. Contractor shall, in its performance of this work, comply with all requirements of the Occupational Safety and Health Act of 1970, as amended, and shall hold harmless and indemnify Owner against any claims, fines, penalties or damages incurred because of violation by Contractor of any provisions or regulations of said Act.

D. SAFETY REQUIREMENTS -

Maintain Project in accordance with all safety standards established or under

jurisdiction of Local and State Ordinances and the Occupational Safety and Health Administration (OSHA). Store volatile materials in covered metal containers and remove from the premises daily. Conduct cleaning and disposal operations to comply with Federal, State and Local Codes, Ordinances and Anti-Pollution Regulations.

E. PERSONS -

Contractor shall provide installation and maintenance of necessary precautions to protect all persons on the site, including members of the general public, from injury or harm, including but not limited to posting of appropriate warning signs in hazardous areas and providing guardrails, and/or barricades of adequate heights around obstructions, pits, trenches, or similar areas.

F. WARRANTY -

Contractor shall guarantee all work to be free from defect in workmanship and materials for a period of one (1) year from the date of completion and provide any extended warranties for material upon completion of project.

7. **COMPLETION**

Contractors are requested to state completion times and/or acceptance of a completion date of Project no later than sixty (60) calendar days after Notice to Proceed.

8. REQUIREMENTS BEFORE SUBMITTING PROPOSALS

The site shall be thoroughly examined in relation to conditions which might directly or indirectly affect the proposed work. The proposal sum shall reflect all such affecting conditions. Bidders shall be responsible or verifying all dimensions, and conditions which affect the work. There will be no change in proposal cost due to contractor's failure to adequately inspect site and building conditions. Contact owner's representative, Mitchell Craven, Director of Comprehensive Improvements (574) 296-6958.

9. **PAYMENTS**

Owner shall pay monthly and provide contractor with Purchase Order for ordering materials. Contractor shall provide written invoice for pay requests for the amount of work completed only.

(TYPE ON COMPANY LETTERHEAD)

CONTRACTOR PROPOSAL FORM

Date:
Mr. Mitchell Craven Director of Comprehensive Improvements Elkhart Housing Authority 1396 Benham Avenue Elkhart, IN 46516
Gentlemen:
Subject: [Proposal for (project and location) as outlined in proposal request dated (date)].
We hereby propose to furnish [PROJECT] as outlined in drawings and specifications dated [DAT for the sum of:
WATERFALL HIGH RISE MAILBOX REPLACEMENT Price to replace existing mailbox system at above referenced apartment building.
written proposed sum
Dollars,
\$
We also hereby confirm that wage rates for this project shall not be less than the "Prevailing Wag Rates" as established and listed in the form attached to the documents and included herein.
Signed and executed forms as follows: 1. Proposal Form 2. HUD 5369-A "Representations, Certifications, and Other Statements to Bidders" 3. Statement of Bidders Qualification/Affirmative Action 4. Certificate of Drug Free Workplace 5. Section 3 Compliance
and are included in quotation herein.
Respectfully submitted by:
Type Company Name
Signature Type name and title of individual

General Decision Number: IN170005 09/15/2017 IN5

Superseded General Decision Number: IN20160005

State: Indiana

Construction Type: Building

Counties: Elkhart, Jasper, Kosciusko, Lagrange, Marshall,

Newton, Pulaski and Starke Counties in Indiana.

LAGRANGE COUNTY

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

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

Modification	Number	Publication	Date
0		01/06/2017	
1		01/27/2017	
2		03/17/2017	
3		03/31/2017	
4		04/14/2017	
5		05/12/2017	
6		06/02/2017	
7		06/09/2017	
8		06/16/2017	
9		06/23/2017	
10		06/30/2017	
11		07/07/2017	
12		07/14/2017	
13		07/21/2017	
14		07/28/2017	
15		08/04/2017	
16		08/11/2017	
17		08/18/2017	
18		08/25/2017	
19		09/15/2017	

^{*} ASBE0017-008 06/01/2017

NEWTON COUNTY:

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR		25.80 24.54
ASBE0041-001 06/01/2017		
LAGRANGE COUNTY		
	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materails, whether they contain asbestos or not, from mechanical systems)	\$ 23.00	14.40
insulating materials, protective coverings, coatings and finishings to all types of mechanical		
systems)	\$ 29.82 	14.26
REMAINING COUNTIES		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR		20.79
from mechanical systems)		14.40
BOIL0374-004 01/01/2013		
	Rates	Fringes
BOILERMAKER	\$ 33.78	25.19
BRIN0006-001 06/01/2016		
JASPER, NEWTON & STARKE COUNTIE	S	
	Rates	Fringes

BRICKLAYER (Including Stonemason, and Pointer, Caulker & Cleaner)		21.64 21.64
BRIN0018-003 06/01/2017		
MARSHALL and PULASKI COUNTIES		
	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer Terrazzo Worker Finisher TERRAZZO WORKER/SETTER Tile & Marble Finisher Tile, Marble Setter	\$ 29.29 \$ 31.00 \$ 29.45	13.21 14.57 16.91 16.33 16.91
BRIN0018-004 06/01/2017		
	Rates	Fringes
BRICKLAYER BRICKLAYERS, POINTER, CLEANER & CAULKERS TERRAZZO FINISHERS TILE AND MARBLE FINISHERS TILE AND MARBLE WORKERS	\$ 29.29 \$ 29.45	13.21 14.57 16.33 16.91
CARP0232-002 06/01/2017		
Lagrange County		
	Rates	Fringes
Carpenter & Piledrivermen CARP0413-001 06/01/2017	\$ 24.75	18.53
ELKHART, KOSCIUSKO and MARSHALL	COUNTIES	
	Rates	Fringes
Carpenter & Piledrivermen	\$ 26.63	18.86
CARP1010-001 06/01/2017		
JASPER, NEWTON, PULASKI & STARKE	E COUNTIES	
	Rates	Fringes
CARPENTERMILLWRIGHT		26.62 26.42
CARP1029-001 06/01/2017		

ADAMS, ALLEN, CASS, DEKALB, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, ST. JOSEPH, STEUBEN, TIPTON, WABASH, WELLS and WHITLEY COUNTIES

	Patos	Fringes
WITTER	Rates	_
MILLWRIGHT	.\$ 25.91	22.73
ELEC0153-003 06/05/2017		
ELKHART, KOSCIUSKO and MARSHALL	COUNTIES	
	Rates	Fringes
Communication Technician ELECTRICIAN		16.20 21.88
Includes the installation, open modification, maintenance and the transmission and reception for any purpose, including but voice transmission/transference systems that transmit or receit control systems, television and micre-processor controlled fir systems and the performance of such installation or service. exclude the installation of elinstallation of conduit raceway feet in length.	repair of system of signals of a not limited to e systems, commuve information ad video systems, e alarm systems, any task direct The scope of we ectrical power we	ns used for any nature, , sound and unication and /or and security any related to ork shall viring and the
ELEGO205 001 06/01/2017		
ELEC0305-001 06/01/2017		
LAGRANGE COUNTIES		
	Rates	Fringes
		Fringes 7.47+26.7%
LAGRANGE COUNTIES		
LAGRANGE COUNTIES ELECTRICIAN	.\$ 31.86 7	
LAGRANGE COUNTIES ELECTRICIAN	.\$ 31.86 7	
LAGRANGE COUNTIES ELECTRICIAN	.\$ 31.86 7 TIES Rates .\$ 39.00	7.47+26.7% Fringes 25.15
LAGRANGE COUNTIES ELECTRICIAN	.\$ 31.86 7 TIES Rates .\$ 39.00	7.47+26.7% Fringes 25.15
LAGRANGE COUNTIES ELECTRICIAN	.\$ 31.86 7 TIES Rates .\$ 39.00	7.47+26.7% Fringes 25.15
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LAGRANGE COUNTIES ELECTRICIAN	.\$ 31.86 7 TIES Rates .\$ 39.00 Rates .\$ 40.73 2.	Fringes 25.15 Fringes
LAGRANGE COUNTIES ELECTRICIAN	.\$ 31.86 7 TIES Rates .\$ 39.00 Rates .\$ 40.73 2.	Fringes 25.15 Fringes

Rates Fringes

Telecommunication Technician....\$ 31.00

24.95

Work covers low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V/SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network). Work does not cover any work which properly comes under the work description of Inside JW (Journeyman Wireman), but shall cover the pulling of wire in reaceways, ut not the installation of raceways.

ELEV0034-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC	\$ 45.10	31.585+a+b

- a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service; 6% for less than 5 years' service.

ELEV0044-002 01/01/2017

Rates Fringes

ELEVATOR MECHANIC......\$ 46.72 31.585+a+b

- a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service; 6% for less than 5 years' service.

ENGI0150-002 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR ELKHART, KOSCIUSKO, LAGRANGE AND MARSHALL COUNTIES		
GROUP 1 GROUP 2 GROUP 3 GROUP 4 GROUP 5 JASPER, NEWTON, PULASKI &	\$ 27.70 \$ 26.90 \$ 26.10	27.15 27.15 27.15 27.15 27.15

GROUP	1\$	40.50	32.88
GROUP	2\$	39.70	32.88
GROUP	3\$	35.40	32.88
GROUP	4\$	33.20	32.88
GROUP	5\$	27.75	32.88

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic, Asphalt Plant, Auto Grader; Batc Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine, (Mining machine Caisson Rigs, Central Redi-mix Plant, Combination Backhoe, Endloader with Backhoe Bucket over 1/2 cu. yd., Combination Tugger Hoist and Air Compressor, Compressor and Throttle, Concrete Breaker (Truck Mounted), Concrete Conveyor (truck mounted), Concrete Paver 27E cu. ft. and under, Concrete Paver over 27E cu. ft., Concrete Pump/grout pump with boom (Truck Mounted), Concrete Tower, Cranes and backhoes (all), Cranes, Hammerhead Tower, Crete Crane, Derricks (all), Derricks (traveling) Forklift, Lull Type, Forklift (10 ton & over, Hoist 1, 2, and 3 drums, Hoist, 2 Tugger one floor, Hydraulic Boom Truck, :aser screed, Locomotives, All Motor Patrol, Mucking Machine, Pile Driving & Skid Rig, Pit Machines, Pre-Stress Machines, Pump Cretes & Similar Types, Rock Drill (Self- Propelled), Rock Drill (Truck Mounted), Slip-Form Paver, Straddle Buggies, Tractor with Boom & Side Boom, Trenching Machine, Winch Tractor

GROUP 2: Air compressors (30 feeding and common receivers, Asphalt Spreader, Boilers, Bulldozers, Combination Backhoe-end loader with Backhoe bucket 1/2 cu. ft. an under, Grader-Elevating, Greaser Engineer, Guard rail post driver, Grouting Machines; Highlift Shovels or Front Endloader Hoist (automatic), Corboy Drilling Machines, Hoist (all Elevators), Hoists drawn, Stone Crushers, Tounapull, Winch Trucks, Tugger single frum, post hole digger, rollers (all), scoops, tractor drawn.

GROUP 3: Concrete Mixer (2 bag and over), Conveyor, Portable, Steam Generators, Tractors (farm and similar type), Air Compressor (small 150 and under - 1 to 5 to exceed a total of 300 ft., Air Compressor (large over 150), Combination (small equipment operator), Forklift (under 10 tons), Generator, Pumps (1 to 3 not to exceed a total of 300 ft., Pumps (well points), Welding Machines (2 through 5, Winches (4 electric Drill Winches).

GROUP 4: Heaters, Mechanical (1 to 5), Oilers, Swithmen, Bull Gang (crane erection crew).

GROUP 5: Forklifts

For ELKHART, KOSCIUSKO, LAGRANGE AND MARSHALL COUNTIES

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic, Asphalt Plant, Asphlat Spreader, Auto Grader; Batch Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine (road), Bulldozers with

engines of 140net horsepower or more, Caisson Rigs, Central Redi-mix plant, Concrete Conveyor Systems, Concrete Paver (over 27E cu. ft.), Conctete Paver (27E cu. ft. and under), Concrete placer, concrete placing boom, Concrete Pumps (Truck Mounted), Concrete Tower, Cranes and backhoes (all attachments), Cranes, Hammerhead, Creter Crane, Derricks (all), Forklift (capble of hoisting and mechanically moving forks horizontally), Grader, Elevating, Highlift Shovels or Front End Loaders, Hoists (2 or more drums), Lazer screed, Locomotives (all), Motor Patrol, Pile Drivers and Skid Rig, Pre-Stress Machines, Rock Drill (Self- Propelled), Rock Drill (Truck Mounted), Scoops (tractor drawn), Slip-form Paver, Tournapull, Tractor with Boom & Side Boom, Trenching Machine (12 or more inches in width), Combination Backhoe Front End Loader Machine with 1/2 cu. yd. or attachments.

GROUP 2: Air Compressor (600 cu. ft. and over), Bob Cat (over 3/4 cu. yd.), Boilers, Broom (all powered propelled), Bull Dozers with engines less than 140 net horsepower, Combination backhoe frontend machine 1/2 cu yd backhoe bucket oir under or with attachments Compressor and Throttle Valve, Concrete Breaker (truck mounted), Concrete Mixer (of moore than 21 cu. ft. capacity), Forklift (with fixed or tilt mast), Greaser, Highlift shovel or frontend loader (3 yd bucket and under), Hoists (1 drum), Hydrulic Boom Truck, Post Hole Digger (vehicle mounted), Pumps Cretes (squeze crete type pumps, Gypsum bulker and pump), Rollers (all), Steam Generators, Stone Crushers, Straddle Buggies, Tractors, Winch Trucks (with "a" frame).

GROUP 3: Buck Hoist, Combination (small equipment operator), Conveyor (portable), Grouting Machine, Hoist Elevators (material and personnel), Hydraulic Power Units, Grouting and Pile Driving, Stud Welder, Trenching Machines less than 12 inches in width, Welding Machines (8 through 15).

GROUP 4: Bobcat (up to and including 3/4 cu. yd.). Compressor (over 210 cu. ft. and less than 600 cu. ft.), Generator (over 50 kw.), Heaters, Mechanical, Hoists (all elevator, permanent installation), Hoist (automatic), Hoist (tugger single drum), Oilers, Pumps, Well Points and electric submersible, Small Rubber Tired End Loaders (1/4 cu. yd. and under), Tractors (farm type) Welding Machines (2 through 8).

GROUP 5: Bobcats and forklifts (commercial or residential

IRON0022-007 06/01/2017

JASPER (SOUTHEASTERN 1/2), NEWTON (SOUTHERN HALF), PULASKI (REMAINDER OF COUNTY)

Rates Fringes
IRONWORKER.....\$30.64 22.05

The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day

and the day after Thanksgiving and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday, unless the legal observance of these holidays is changed by law.

IRON0147-005 06/01/2017

KOSCIUSKO (REMAINDER OF COUNTY) and LAGRANGE (REMAINDER OF COUNTY)

	Rates	Fringes
IRONWORKER	\$ 26.34	21.77

IRON0292-004 06/01/2017

ELKHART, KOSCIUSKO (Northwest Half excluding Warsaw), LAGRANGE (Western Half encluding city of Lagrange), MARSHALL, MIAMI (Northwestern Tip), NOBLE (Northwestern Tip), PULASKI (Northeast Half), and STARKE COUNTIES

	Rates	Fringes
IRONWORKER	\$ 29.30	21.11
IRON0395-002 06/01/2017		

JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI (NORTHWESTERN TIP) COUNTIES

F	Rates	Fringes
IRONWORKER		
IRONWORKERS\$	39.55	30.32
SHEETER\$	39.80	30.32

LABO0041-002 06/01/2015

JASPER and NEWTON COUNTIES

	I	Rates	Fringes
Laborers:			
GROUP	1\$	35.83	18.10
GROUP	2\$	36.58	18.10
GROUP	3\$	36.83	18.10

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Mason or Plasterers); Mechanic Tenders; Rodmen and Chainmen, Railroad Workers, Masonry Wall Workers, (interior & exterior); Roofer Tenders, Cement Finisher Tenders, Carpenter Tenders, Portable Water, Pumps with discharge up to 3 inches; Waterproofing; Hauling of Creosote Lumber or Lutemen; Asphalt Rakers; Kettlem, Earth

Compactors; Jackman and Sheetmen in Ditches more than 6 ft. deep; Laborers in ditches 6' deep or deeper; Assembly of Uncrete Pump; Tile Layers (sewer or field); Sewer Pipe Layers; Motor driven Wheelbarrows and Concrete Buggies; Hyster Operator; Pump Crete Assemblers; Core Drill Operator; Cement, Line or Silica Clay Handers; Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operator; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operator; Concrete Conveyor Assembler.

GROUP 2: Plaster Tenders, Masons Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle; Cement Gun; Scaffold Builders when working for Plasterers, and Mason; Water Blast Machine Operator; Air Tool Operators and all Pheumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal

GROUP 3: Dynamite Men; Drillers, Air Track or Wagon Drilling for explosives; Laborer Specialist

LABO0081-005 06/01/2015

STARKE COUNTY

	I	Rates	Fringes
LABORERS			
GROUP	1\$	35.83	18.10
GROUP	2\$	36.58	18.10
GROUP	3\$	36.83	18.10

LABORER CLASSIFICATIONS (BUILDING CONSTRUCTION)

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Mason or Plasterers); Mechanic Tenders; Rodmen and Chainmen, Railroad Workers, Masonry Wall Workers, (interior & exterior); Roofer Tenders, Cement Finisher Tenders, Carpenter Tenders, Portable Water, Pumps with discharge up to 3 inches; Waterproofing; Hauling of Creosote Lumber or Lutemen; Asphalt Rakers; Kettlem, Earth Compactors; Jackman and Sheetmen in Ditches more than 6 ft. deep; Laborers in ditches 6' deep or deeper; Assembly of Uncrete Pump; Tile Layers (sewer or field); Sewer Pipe Layers; Motor driven Wheelbarrows and Concrete Buggies; Hyster Operator; Pump Crete Assemblers; Core Drill Operator; Cement, Line or Silica Clay Handers; Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operator; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operator; Concrete Conveyor Assembler.

GROUP 2: Plaster Tenders, Masons Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle; Cement Gun; Scaffold Builders when working for Plasterers, and Mason; Water Blast Machine Operator;

Air Tool Operators and all Pheumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal

GROUP 3: Dynamite Men; Drillers, Air Track or Wagon Drilling for explosives; Laborer Specialist

LABO0274-002 06/01/2016

PULASKI COUNTY

	F	Rates	Fringes
Laborers:			
GROUP	1\$	21.68	13.80
GROUP	2\$	22.43	13.80
GROUP	3\$	22.68	13.80

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Mason or Plasterers); Mechanic Tenders; Rodmen and Chainmen, Railroad Workers, Masonry Wall Workers, (interior & exterior); Roofer Tenders, Cement Finisher Tenders, Carpenter Tenders, Portable Water, Pumps with discharge up to 3 indches; Waterproofing; Hauling of Creosote Lumber or Lutemen; Asphalt Rakers; Kettlem, Earth Compactors; Jackman and Sheetmen in Ditches more than 6 ft. deep; Laborers in ditches 6'deep or deeper; Assembly of Uncrete Pump; Tile Layers (sewer or field); Sewer Pipe Layers; Motor driven Wheelbarrows and Concrete Buggies; Hyster Operator; Pump Crete Assemblers; Core Drill Operator; Cement, Line or Silica Clay Handers; Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operator; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operator; Concrete Conveyor Assembler.

GROUP 2: Plaster Tenders, Masons Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle; Cement Gun; Scaffold Builders when working for Plasterers, and Mason; Water Blast Machine Operator; Air Tool Operators and all Pheumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal.

GROUP 3: Dynamite Men; Drillers, Air Track or Wagon Drilling for explosives; Laborer Specialist.

LABO0645-003 06/01/2016

BUILDING CONSTRUCTION

REMAINING COUNTIES

Rates Fringes

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GROUP 1\$	21.08	0.00
GROUP 2\$	21.58	0.00
GROUP 3\$	22.08	0.00

BUILDING CONSTRUCTION

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Plasterers); Mechanic Tenders; Window Washers and cleaners; Waterboys and Toolhousemen; Roofers Tenders; Railroad Workers; Masonry Wall Washers (interior and exterior); Cement Finisher Tenders; Carpenter Tenders; All Portable Water pumps with discharge up to (3) inches; Plaster Tenders; Mason Tenders; Flag & Signal Person.

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

GROUP 3: Water Blast Machine Operator; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle. Laborers; Cement Gun Operator; Scaffold Builders when Working for Plasterers. Dynamite Men; Drillers - Air Track or Wagon Drilling for explosives Hazardous and Toxic material handler, asbestos removal or handler.

PAIN0027-005 06/01/2017

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER	\$ 42.45	34.18

PAIN0091-006 06/01/2014

я	Rates	Fringes
PAINTER		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging\$	26.32	12.75
Spray\$	26.82	12.75

PAIN0460-001 06/01/2017		
JASPER, NEWTON, PULASKI AND STARKE	E COUNTIES:	
	Rates	Fringes
Painters: Brush & Roller		22.76 22.76
PAIN0469-003 06/01/2016		
LAGRANGE COUNTY		
	Rates	Fringes
Painters: 101' & over	\$ 22.71 \$ 23.11 \$ 21.86 \$ 26.86 \$ 22.76	11.57 11.57 11.57 11.57 11.57 11.57
	Rates	Fringes
GLAZIER	34.85	21.62
PAIN1165-011 07/01/2017		
ELKHART, KOSCIUSKO, LAGRANGE, MARS COUNTY	SHALL, PULASKI,	and STARKE
	Rates	Fringes
GLAZIER	27.66	16.38
PLAS0101-004 06/01/2014		
MARSHALL COUNTY AND PULASKI (SOUTH	HERN 1/2)	
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER\$ PLASTERER\$		12.20 12.40

PLAS0101-005 06/01/2014

ELKHART, KOSCIUSKO AND LAGRANGE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	•	12.20 11.75
PLAS0165-002 06/01/2011		

NEWTON COUNTY

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER. PLASTERER		18.53 15.10	
PLAS0406-002 06/01/2012			

JASPER (REMAINDER OF COUNTY, INCLUDING WHEATFIELD), PULASKI (N 1/2) and STARKE COUNTIES

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER. PLASTERER		21.68 14.72	
PLAS0438-002 06/01/2014			

PULASKI (NORTHERN 2/3), JASPER (N. EASTERN PORTION OF, WEST TO, BUT NOT INCLUDING WHEATFIELD), STARKE (ENTIRETY)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 36.01	22.15
PLUM0166-002 06/01/2017		

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER	.\$ 34.36	15.66
PLUM0172-001 05/29/2017		

JASPER (S of the N. Side of the City of Rensselear), MARSHALL, PULASKI and STARKE COUNTIES

	Rates	Fringes	
Plumber, Pipefitter, Steamfitter	\$ 32.81	19.80	
PLUM0210-003 06/01/2017			-

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

	Rates	Fringes
PLUMBER	.\$ 39.32	23.41
PLUM0597-004 06/01/2017		
JASPER (Excluding the city limits (Entire County)	s of Rensselear)	, AND NEWTON
	Rates	Fringes
PIPEFITTER	.\$ 47.50	30.02
ROOF0023-001 06/01/2017		
ELKHART, KOSCIUSKO, LAGRANGE, MAR COUNTIES	RSHALL, PULASKI,	and STARKE
	Rates	Fringes
ROOFER COMPOSITIONSLATE & TILE		14.50 14.50
ROOF0026-001 06/01/2017		
JASPER AND NEWTON COUNTIES		
	Rates	Fringes
ROOFER		Fringes
ROOFER		_
		_
	.\$ 35.44 Rates	19.89
SFIN0669-002 04/01/2017	.\$ 35.44 Rates	19.89 Fringes
SFIN0669-002 04/01/2017 SPRINKLER FITTER	.\$ 35.44 Rates	19.89 Fringes
SFIN0669-002 04/01/2017 SPRINKLER FITTERSHEE0020-006 07/01/2017 SHEET METAL WORKER Elkhart, Kosciusko, & Marshall	Rates .\$ 37.96 Rates .\$ 30.02 .\$ 42.98 .\$ 30.00	19.89 Fringes 19.25 Fringes 25.29 23.41 24.41
SPRINKLER FITTERSHEE0020-006 07/01/2017 SHEET METAL WORKER Elkhart, Kosciusko, & MarshallJasper, Newton, Pulaski, & Starke	Rates .\$ 37.96 Rates .\$ 30.02 .\$ 42.98 .\$ 30.00	19.89 Fringes 19.25 Fringes 25.29 23.41 24.41
SFIN0669-002 04/01/2017 SPRINKLER FITTER SHEE0020-006 07/01/2017 SHEET METAL WORKER Elkhart, Kosciusko, & Marshall	Rates .\$ 37.96 Rates .\$ 30.02 .\$ 42.98 .\$ 30.00	19.89 Fringes 19.25 Fringes 25.29 23.41 24.41
SFIN0669-002 04/01/2017 SPRINKLER FITTERSHEE0020-006 07/01/2017 SHEET METAL WORKER Elkhart, Kosciusko, & Marshall	Rates .\$ 37.96 Rates .\$ 30.02 .\$ 42.98 .\$ 30.00	19.89 Fringes 19.25 Fringes 25.29 23.41 24.41

GROUP	2\$	28.99	Α
GROUP	3\$	29.19	Α
GROUP	4\$	29.34	Α
GROUP	5 \$	29 84	Δ

A: \$33.70 PER DAY & 426.80 PER WEEK.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single Axle Trucks seven (7) cu.yds. or less than ten and one-half (10 1/2/) tons, dumpsters, scoop-mobiles five (5) cu.yds. and under or less than seven and one-half (7 1/2) tons, mixer trucks three (3) cu.yds. and under, air compressors and welding machines, including those pulled by separate units, batch trucks-wet or dry-2 "34-E" batches or less, truck driver helpers, warehousemen, mechanic's helpers, greasers and tiremen, all pick- up trucks and other vehicles. Drivers on dumpsters or similar dumpsters, mounted on four (4) wheel truck rated two (2) cu.yds. or less, and small pallet type fork-lift operator and drivers on pallet jacks or similar type equipment.

GROUP 2: Drivers on tandem axle eighteen (18) cu.yds. or twenty-four (24) tons gross, six (6) wheel trucks, Koehring or similar dumpsters, tract rucks, Euclids, hug bottom dumps, tournapulls, tournatrailers, trournarockers, or similar equipment when used for transportation purposes under nine (9) cu.yds. or less than thirteen and one-half (13 1/2) tons, tandems and semi-trailer service trucks, mixer trucks over three (3) cu.yds.,fork lift, four (4) wheel A-frame trucks when used for transportation purposes, four (4) wheel winch trucks, pavement breakers, batch trucks-wet or dry-over 2 up to and including 4 - "34-E" batches two (2) men oil distributors, fork-lift under four (4) ton and vacuum trucks.

GROUP 3: Koehring or similar dumpsters, tract trucks, semi-trailer water trucks, Euclids, hug bottom dumps, tournapulls, tournatrailers, tournarockers, tractor-trailers, tandems Q-frame winch trucks, hydrolift trucks or similar equipment when used for transportation purposes, mixer trucks over six and one-half (6 1/2) cu.yds. batch trucks wet or dry over 4 - "34-E" batches single axle low boy trailers, and Contractor's mechanics when working on equipment operated by employees within this Bargaining Unit. Six (6) wheel pole trailers and one (1) man oil distributors, fork-lift over four (4) ton and mobile mixers.

GROUP 4: Drivers on heavy equipment over sixteen (16) cu.yds. or twenty-four ton, such as Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, trounapulls, tournarockers or similar equipment when used for transportation purposes, pole trailers over six (6) wheels, water pulls, low-boy trailers, tandem axles, quad axle or more no-weight limitation, diseal and/or heavy equipment mechanics when working on equipment operated by employees with this Bargaining unit.

GROUP 5: Mechanic furnishing his own tools.

TEAM0364-001 06/01/2017

BUILDING

ELKHART, KOSCIUSKO, LAGRANGE & MARSHALL COUNTIES:

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	\$ 26.66	a+b
GROUP 2	\$ 26.87	a+b
GROUP 3	\$ 26.95	a+b
GROUP 4	\$ 27.53	a+b

FOOTNOTE:

a. FRINGE BENEFITS: \$386.70 per week

b. HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Pickup Trucks

GROUP 2: Single Axle Trucks

GROUP 3: Tandem, Triaxle and Fuel Trucks

GROUP 4: Semi Trailer Trucks

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

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

Previous edition is obsolete form **HUD-5369-A** (11/92)

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

- (a) The bidder certifies that--
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) 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)(I) through (a)(3) above.

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.
- [] [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit" $\ [\]$ is, $\ [\]$ is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
- (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

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

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

- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:
- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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)		

STATEMENT OF BIDDERS QUALIFICATION/AFFIRMATIVE ACTION

Each bidder who submits a proposal for any portion of the work included in the Project Manual must submit with its bid this form fully completed and signed by an authorized officer of the bidder and must provide the data requested by the form. Unless this form is fully completed and signed by the bidder, the proposal made by that bidder will be incomplete and will not be considered.

Name of Bidder
Business Address
Number of years engaged in contracting business under present firm's name:
*Experience in the contracting work generally similar to this project, including list of complexes, locations and approximate contract cost thereof.
Have you ever defaulted on a contract? Yes No If yes, when, with whom and why?
*It is a necessary requirement of this Specification that each Contractor show evidence for five (5) jobs guaranteed for one (1) year (i.e., roof work two [2] years), Masonry joi seal work ten [10] years), on workmanship, unconditionally, and where Contractor has agreed to return and repair this work at no expense to the Owner.
*Have you ever filed bankruptcy or been adjudged bankrupt? Yes No
Do you employ any black, Hispanic, female, or oriental minority persons? If yes, please state the number of each of such minority persons you presently employ. Yes No.

If no, please state reasons.	
with your bid? Yes N	ling subcontractors to submit proposals in conn No. If yes, state the name(s) of the minority tacted by you for the purpose of submitting a cons.
the materials contained within your b	ubcontractors in performing the work or provided bid? Yes No. sub)contractor. If no, please state reasons.
Have you been involved in any com	
(sub)contractors? Yes	
(sub)contractors? Yes	
(sub)contractors? Yes the litigation?	
(sub)contractors? Yes the litigation? Additional pertinent comments:	plaints or litigation relative to the use of minori No. If yes, what is the status of the complain Sy (Signature of official completing this

*Note: Attach additional sheets giving information in detail, if needed.

Certification for a Drug-Free Workplace

Χ

U.S. Department of Housing and Urban Development

Applicant Name		
Program/Activity Receiving Federal Grant Funding		
Acting on behalf of the above named Applicant as its Authoriz the Department of Housing and Urban Development (HUD) regard		
I certify that the above named Applicant will or will continue to provide a drug-free workplace by: a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition. b. Establishing an on-going drug-free awareness program to inform employees (1) The dangers of drug abuse in the workplace; (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.; d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will	e. after ploy Emping I who unle receinum f. days to ar empirequerily proven for the control of	(2) Notify the employer in writing of his or her convictor a violation of a criminal drug statute occurring in the explace no later than five calendar days after such conviction. Notifying the agency in writing, within ten calendar days receiving notice under subparagraph d.(2) from an employer of convicted employees must provide notice, includents of convicted employees must provide notice, includents that it is the federal agency has designated a central point for the performance of the following actions, within 30 calendar of receiving notice under subparagraph d.(2), with respect to the federal appropriate personnel action against such and loyee, up to and including termination, consistent with the irements of the Rehabilitation Act of 1973, as amended; on (2) Requiring such employee to participate satisfactorin a drug abuse assistance or rehabilitation program appeted for such purposes by a Federal, State, or local health, law recement, or other appropriate agency;
	_	Making a good faith effort to continue to maintain a drug- workplace through implementation of paragraphs a. thru f
2. Sites for Work Performance. The Applicant shall list (on separate p HUD funding of the program/activity shown above: Place of Perfor Identify each sheet with the Applicant name and address and the program of the p	mance s	hall include the street address, city, county, State, and zip code
Check here if there are workplaces on file that are not identified on the atta		
I hereby certify that all the information stated herein, as well as any inf Warning: HUD will prosecute false claims and statements. Conviction ma (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)		•
Name of Authorized Official	Title	
Signature		Date

General Contract Conditions for Small Construction/Development Contracts

Applicability. The following contract clauses are applicable and must be inserted into <u>small construction/development contracts</u>, greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the Labor Standards clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

4. 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 the 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.

U.S. Department of Housing and Urban Development

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

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if
 - The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. 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.

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

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

7. 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.

8. Changes

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

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. 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.
- 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)
- (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

14. Labor Standards - Davis-Bacon and Related Acts (a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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
 - (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 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 the 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 prime 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) 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 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.

(e) 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.

- (f) 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.
- (g) 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.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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.
- (j) 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.
- (k) 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.
- (1) 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.
- (m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
 - (ii) 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
 - (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Section 3 Compliance	

Certification for Business Concerns Seeking Section 3 Preference in Contracting

Name of Business				
Address of Business				
Type of Business	□ Corporation□ Sole Proprietorshi	n	☐ Partnership ☐ Joint Venture	
For Businesses which	-	-	check and sign below □	
Attached is the follow	ving evidence as status	:		
•	esidents or were Section	•	percent of their workforce dents within 3 years of date	
☐ List of current full	time employees	□ List	of all employees claiming	Section 3
☐ PHA Residential I 3 years from date	,		f qualifying income (less the late of employment.)	ıan 3
For business claiming	g status as a Section 3 of	owned Enterpris	se:	
☐ Copy of resident le	ease. \square Co	py of receipt of	public assistance.	
☐ Copy of evidence in public assistance				
For business claiming contract to a Section	-	abcontracting 25	percent of the dollar awar	d of their
☐ List of bus	iness subcontracted to	Section 3 busin	ess and the contract amoun	ıt.
		Co	orporate Seal	
Authorizing Name				
Signature				

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 01 Section "Selective Structure Demolition" for demolition of selected portions of the building.
 - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control systems.
 - 6. Communication systems.
 - 7. Conveying systems.
 - 8. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
- B. Related Requirements:
 - 1. Section 017329 "Cutting and Patching" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

- 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
- 4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit outline that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Coordination of Owner's and/or tenants continuing occupancy of portions of existing building and of Owner's and/or tenants partial occupancy of completed Work.
- C. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 FIELD CONDITIONS

- A. Owner and/or tenants will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's normal operations and tenant's daily activities will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner and/or tenants as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's normal operations and/or tenant's daily activities.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.

- 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
- 3. Disconnect, demolish, and remove plumbing, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

- 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
- 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
- 5. Maintain fire watch during, and as required, after flame-cutting operations.
- 6. Maintain adequate ventilation when using cutting torches.
- 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- 8. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:

- 1. Clean and repair items to functional condition adequate for intended reuse.
- 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
- 3. Protect items from damage during transport and storage.
- 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- C. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Framing with dimension lumber.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater size but less than 5 inches nominal size in least dimension.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency

certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

- 1. Factory mark each piece of lumber with grade stamp of grading agency.
- 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
 - 2. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction, Stud, or No. 2 grade of any species.
- B. Other Framing: Construction, Stud, or No. 2 grade of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Southern pine; SPIB.
 - 3. Douglas fir-larch; WCLIB or WWPA.
 - 4. Southern pine or mixed southern pine; SPIB.
 - 5. Spruce-pine-fir; NLGA.
 - 6. Douglas fir-south: WWPA.
 - 7. Hem-fir; WCLIB or WWPA.
 - 8. Douglas fir-larch (north); NLGA.
 - 9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

- 1. Blocking.
- 2. Nailers.
- B. Dimension Lumber Items: Construction, Stud, or No. 2 grade lumber of any species.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC58, ICC-ES AC193, or ICC-ES AC308 as appropriate for the substrate.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2.6 METAL FRAMING ANCHORS

- A. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - 1. Cleveland Steel Specialty Co.
 - 2. Simpson Strong-Tie Co., Inc.
 - 3. USP Structural Connectors.
- B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
 - 1. Use for interior locations unless otherwise indicated.

- C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
 - 1. Use for wood-preservative-treated lumber and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- F. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- H. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- I. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Silicone joint sealants.
- 2. Urethane joint sealants.
- 3. Latex joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: 15 years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Omniseal 50.
 - b. Dow Corning Corporation: 756 SMS, 791, 795, 995.
 - GE Advanced Materials Silicones; SilGlaze II SCS2800, SilPruf NB SCS9000, SilPruf SCS2000, UltraPruf II SCS2900.
 - d. May National Associates, Inc.; Bondaflex Sil 295.
 - e. Pecora Corporation: 864, 895, 898.
 - f. Polymeric Systems, Inc.; PSI-641.
 - g. Sika Corporation, Construction Products Division; SikaSil-C995.
 - h. Tremco Incorporated; Spectrem 2, Spectrem 3.

2. Applications:

- a. Metal-to-metal joints.
- b. Sheet metal flashing, copings, preformed metal caps, fascia, trim, and panel.
- c. Glass-to-glass joints.
- d. Glass-to-metal joints.

2.3 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Sonolastic NP1, Sonalastic TX1, Sonolastic Ultra.
 - b. Bostik, Inc.; Chem-Calk 900, 915, 916 Textured.
 - c. May National Associates, Inc.; Bondaflex PUR 25, Bondaflex PUR 25, Textured Bondaflex PUR 40 FC.
 - d. Pacific Polymers International, Inc.; Elasto-Thane 230 Type II.
 - e. Pecora Corporation; Dynatrol I-XL.
 - f. Polymeric Systems, Inc.; Flexiprene 1000.
 - g. Schnee-Morehead, Inc.; Permathane SM7100, Permathane SM7108, Permathane SM7110.
 - h. Sika Corporation, Construction Products Division; Sikaflex 1a.
 - i. Tremco Incorporated; Dymonic, Vulkem 116.

2. Applications:

- a. Expansion and control joints.
- b. Exterior side of hollow metal frames to adjacent materials.
- c. Exterior side of aluminum frames to adjacent dissimilar materials.
- d. Exterior insulation and finish system.
 - 1) Joints, including actual and false joints, in system at openings and penetrations in system, and joints where wall systems abut other materials.
 - 2) Lintels and shelf angles to masonry construction.
 - 3) Louvers to adjacent construction.
 - 4) Vertical and horizontal control joints and expansion joints in the building interior and exterior sides.
 - 5) Joints in concrete site improvements (sidewalks, ramps) and joints between the concrete slab and dissimilar materials.
 - 6) Sealant in pipe sleeves where materials must perforate slab.
 - 7) Perimeter of floor slabs, or concrete curbs, which abut vertical surfaces.
 - 8) Exterior joints between dissimilar materials where the joining of the two (2) surfaces leaves a gap between the meeting materials or components as may be dictated by the various methods of construction to make watertight.
 - 9) Exterior locations which are noted "caulked" or "sealant" and not specifically listed or included in the work of other sections of the Specifications.

2.4 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Sonolac.
 - b. Bostik, Inc.: Chem-Calk 600.
 - c. May National Associates, Inc.; Bondaflex 600, Bondaflex Sil-A 700.
 - d. Pecora Corporation; AC-20+.
 - e. Schnee-Morehead, Inc.; SM 8200.
 - f. Tremco Incorporated; Tremflex 834.

2. Applications:

a. Exposed interior locations involving movement of not more than (+/-) five percent (5%).

2.5 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
- b. Masonry.
- c. Unglazed surfaces of ceramic tile.
- d. Exterior insulation and finish systems.
- 3. Remove laitance and form-release agents from concrete.
- 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.

- 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Non-load-bearing steel framing systems for interior partitions.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
 - 2. Protective Coating: ASTM A 653/A 653M, G60, hot-dip galvanized unless otherwise indicated.
- B. Studs and Tracks: ASTM C 645.
 - 1. Steel Studs and Tracks:
 - a. Minimum Base-Metal Thickness: 0.0179 inch.
 - b. Depth: 3-5/8 inches.
- C. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
 - 1. Minimum Base-Metal Thickness: 0.0179 inch.
- D. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-metal thickness, with minimum 1/2-inch- wide flanges.
 - 1. Depth: 1-1/2 inches.
 - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch- thick, galvanized steel.
- E. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

- 1. Minimum Base-Metal Thickness: 0.0179 inch.
- 2. Depth: 1-1/2 inches.
- F. Resilient Furring Channels: 1/2-inch- deep, steel sheet members designed to reduce sound transmission.
 - 1. Configuration: Asymmetrical or hat shaped.
- G. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inchwide flanges.
 - 1. Depth: 3/4 inch.
 - 2. Furring Brackets: Adjustable, corrugated-edge-type steel sheet with minimum uncoated-steel thickness of 0.0329 inch.
 - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.
- H. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-metal thickness of 0.0179 inch, and depth required to fit insulation thickness indicated.

2.2 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
 - 1. Asphalt-Saturated Organic Felt: ASTM D 226/D 226M, Type I (No. 15 asphalt felt), nonperforated.
 - 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building

structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
 - 2. Multilayer Application: 16 inches o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
 - 1. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

E. Direct Furring:

- 1. Screw to wood framing.
- 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Z-Shaped Furring Members:

- 1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-shaped furring members spaced 24 inches o.c.
- 2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- 3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.
- G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior gypsum board.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 INTERIOR GYPSUM BOARD

- A. <u>Manufacturers</u>: Subject to compliance with requirements, provide products by one of the following:
 - 1. American Gypsum.
 - 2. Georgia-Pacific Gypsum LLC.
 - 3. National Gypsum Company.
 - 4. <u>USG Corporation</u>.
- B. Gypsum Wallboard: ASTM C 1396/C 1396M.
 - 1. Thickness: Match existing.
 - 2. Long Edges: Tapered.
- C. Gypsum Board, Type X: ASTM C 1396/C 1396M.
 - 1. Thickness: Match existing.
 - 2. Long Edges: Tapered.

2.2 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
 - 2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - c. L-Bead: L-shaped; exposed long flange receives joint compound.
 - d. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - e. Expansion (control) joint.
 - f. Curved-Edge Cornerbead: With notched or flexible flanges.

2.3 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

- 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
- 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
- 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
- 4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
- C. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- D. Form control and expansion joints with space between edges of adjoining gypsum panels.

- E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- G. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Wallboard Type: As indicated on Drawings.
 - 2. Type X: As indicated on Drawings.
- B. Single-Layer Application:
 - 1. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. LC-Bead: Use at exposed panel edges.
 - 3. L-Bead: Use where indicated.
 - 4. U-Bead: Use at exposed panel edges where indicated.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete.
 - 2. Concrete masonry units (CMUs).
 - 3. Gypsum board.

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 2. Indicate VOC content.

INTERIOR PAINTING 099123 - 1

- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide product by the following:
 - ICI/Devoe Elkhart Housing Authority Supplier:
 O'Leary Paint, 24615 CR 45, Elkhart, IN (574) 389-8704, Contact: Neal Albert.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

- 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: Match existing: O'Leary Paint, "Pebble Beach," 7900 tintable white base, latex semi-gloss, or "Special White," latex semi-gloss. Verify locations with owner.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Fiber-Cement Board: 12 percent.
 - 3. Masonry (Clay and CMUs): 12 percent.
 - 4. Wood: 15 percent.
 - 5. Gypsum Board: 12 percent.
 - 6. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.

- 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
 - 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5).

B. CMU Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5).
 - d. Topcoat: Latex, interior, institutional low odor/VOC, gloss (MPI Gloss Level 6).

C. Steel Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer, rust inhibitive, water based.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5).

D. Fiberglass Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer, bonding, water based.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5).

E. Plastic Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer, bonding, solvent based.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5).
- F. Gypsum Board and Plaster Substrates:
 - 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.

c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5).

END OF SECTION 099123

SECTION 105500.13 - USPS-DELIVERY POSTAL SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Mail receptacles.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of postal specialty.
- B. Shop Drawings: For postal specialties.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Include identification sequence for compartments.
 - 3. Include layout of identification text.
 - 4. Include setting drawings, templates, and installation instructions for anchor bolts and other anchorages installed as part of the Work of other Sections.
- C. Samples for Verification: For each type of exposed finish, prepared on 6-by-6-inch square Samples.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of postal specialty required to comply with USPS regulations, signed by product manufacturer. Include written approval by Postmaster General.
- B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For postal specialties and finishes to include in maintenance manuals.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Furnish lock keys according to USPS requirements; with temporary identification for their respective locks, bagged, and securely taped inside the collection compartment for shipping.

1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of postal specialties that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Faulty operation of hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MAIL RECEPTACLES

- A. Rear-Loading Mail Receptacles: Consisting of multiple compartments enclosed within a recessed wall box. Provide access to compartments for distributing incoming mail from rear of unit with accessibility to entire group of compartments. Provide access to each compartment for removing mail by swinging compartment door. Comply with USPS-STD-4B.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. AF Florence Manufacturing Company; Gibraltar Industries.
 - b. <u>Bommer Industries, Inc.</u>
 - c. National Mailboxes; NMHP, Inc.
 - d. Salsbury Industries.
 - 2. Compartments: As indicated on Drawings, of the following sizes:
 - a. Provide mail compartments not less than 5-1/4 inches high by 6-1/2 inches wide by 16-1/2 inches deep, one parcel-locker compartment 10-3/4 inches high by 13 inches wide by 16-1/2 inches deep, and one outgoing mail collection slot.
 - 3. Rear-Loading Cover: Not required.
 - 4. Compartment Doors: Fabricated from extruded aluminum. Equip each with lock and tenant identification as required by USPS-STD-4B. One compartment with outgoing mail slot.

- a. Parcel Compartment-Door Locks: Comply with USPS-L-1172C for locks and keys, or equivalent as approved by the USPS.
- b. Mail Compartment-Door Locks: Provide re-keyable Schlage Cylinder six-pin "C" keyways.
- 5. Frames: Fabricated from extruded aluminum or aluminum sheet; ganged and nested units, with cardholder and blank cards for tenant's identification behind each compartment.
- 6. Snap-on Trim: Fabricated from same material and finish as compartment doors.
- 7. Concealed Components and Mounting Frames: Aluminum or steel sheet with manufacturer's standard finish.
- 8. Exposed Aluminum Finish: Finish surfaces exposed to view as follows:
 - a. Baked-Enamel or Powder-Coated Finish: Silver.

2.2 FABRICATION

- A. Form postal specialties to required shapes and sizes, with true lines and angles, square, rigid, and without warp, and with metal faces flat and free of dents or distortion. Make exposed metal edges and corners free of sharp edges and burrs and safe to touch. Fabricate doors of postal specialties to preclude binding, warping, or misalignment.
- B. Preassemble postal specialties in shop to greatest extent possible to minimize field assembly.
- C. Mill joints to a tight, hairline fit. Cope or miter corner joints. Form joints exposed to weather to exclude water penetration.
- D. Drill or punch holes required for fasteners and remove burrs. Use security fasteners where fasteners are exposed. If used, seal external rivets before finishing.
- E. Weld in concealed locations to greatest extent possible without distorting or discoloring exposed surfaces. Remove weld spatter and welding oxides from exposed surfaces.
- F. Fabricate tubular and channel frame assemblies with manufacturer's standard welded or mechanical joints. Provide subframes and reinforcement as required for a complete system to support loads.
- G. Where dissimilar metals contact each other, protect against galvanic action by painting contact surfaces with bituminous coating or by applying other permanent separation as recommended by manufacturers of dissimilar metals.

2.3 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM/NOMMA's "Metal Finishes Manual for Architectural and Metal Products (AMP 500-06)" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for roughing-in openings, clearances, and other conditions affecting performance of the Work.
- B. Examine walls and other adjacent construction for suitable conditions before installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install postal specialties level and plumb, according to manufacturer's written instructions.
 - 1. Where dissimilar metals contact each other, protect against galvanic action by painting contact surfaces with bituminous coating or by applying other permanent separation as recommended by manufacturer.
 - 2. Where aluminum contacts grout, concrete, masonry, or wood, protect against corrosion by painting contact surfaces with bituminous coating.
 - 3. Final acceptance of postal specialties served by the USPS depends on compliance with USPS requirements.
- B. Mail Receptacles: Install mail receptacles with center of tenant-door lock cylinders and bottom of compartments at the maximum and minimum heights above finished floor established by the USPS and manufacturer's written instructions.
 - 1. Install removable-core and keyed-in door lock cylinders as required for each type of cylinder lock.

3.3 FIELD QUALITY CONTROL

A. Arrange for USPS personnel to examine and test postal specialties served by the USPS after they have been installed according to USPS regulations.

3.4 ADJUSTING AND CLEANING

A. Remove temporary protective coverings and strippable films, if any, as postal specialties are installed unless otherwise indicated in manufacturer's written installation instructions.

- B. Adjust doors, hardware, and moving parts to function smoothly, and lubricate as recommended by manufacturer. Verify that integral locking devices operate properly.
- C. Touch up marred finishes or replace postal specialties that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by postal-specialty manufacturer.
- D. Replace postal specialties that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- E. On completion of postal-specialty installation, clean interior and exterior surfaces as recommended by manufacturer.

END OF SECTION 105500.13

2017 CAPITAL FUND PROJECT

MAILBOX CENTER REPLACEMENT:

WATERFALL HIGH RISE APART **MENTS**

IN-0263-17-1

THE HOUSING AUTHORITY OF THE CITY OF ELKHART INI 1396 Benham Avenue Elkhart, Indiana 46516 DIANA

SHEET INDEX

PROJECT LOCATION **VICINITY MAP**

A ELECTRICAL CODE 2009...... A FIRE CODE 2014 INDIANA ENERGY. RVATION CODE 2010...... WITH ALL LOCAL AND STATE AMENDMENTS **GOVERNING CODES** 2012 IBC 2006 IPC 2012 IMC 2012 IMC 2008 NFPA 70 2008 NFPA 70 2012 IFC ASHRAE 90.1 2007

TITLE SHEET DEMOLITION PLAN & SECTION FLOOR PLAN, ELEVATIONS & DETAILS

BOARD OF COMMISSIONERS

Mr. Kim Sindle Executive
Jason Moreno
Len Paff
JeNeva Adams Commissioner Cory White Commissioner
Reverend LeFate Owens Commissioner

ARREVIATIONS

ALTERNATES & UNIT PRICES

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OUTSIDE AIR INTAKE	NUMBER	NOT IN CONTRACT	MOUNTED METAL	MOSAIC TILE	MASONRY OPENING	MOUNTING HEIGHT	MINIMUM	MECHANICAL MANUFACTURER	MECHANICAL CONTRACTOR	MATERIAL	DAVATORY		JOINT		ISOLATION JOINT	INSULATION (INSULATED)	INSIDE DIAMETER	HOT WATER	HEATER	HEIGHT	HORIZONTAL	HOLLOW METAL	HANDICAP	HOLLOW CORE	E DOG BER	GYPSUM BOARD	GALLONS PER MINUTE	GLASS	GENERAL CONTRACTOR	GAUGE GALVANIZED		FOOT (FEET) FOOTING	FIBERGLASS REINF. PANEL	FLUORESCENT	FLOOR	FINISH	FIRE HOSE CABINET	FIRE EXTINGUISHER CABINET	FLOOR DRAIN	ABBREVIATIONS
WDW WDW	WC	VTR VWC	<b>≒</b> ≨	VEST	YAN	< 2		Ϋ́	<b>3</b> = 1	로류	EE B	1%G	-	VS	SUSP	STL	SS	S	MIS	F P	SGT	S SF	SECT	SCHED	SC SA	STOS		0	REE	8 8 3	R Þ	QT	-	<u>2</u> P	PSF	PLBG	PLAS	B FE	PC	
WOOD	WATER CLOSET	VENT THRU ROOF VINYL WALL COVERING	VINYL FABRIC VINYL TILE	VESTIBULE	VINYL COMPOSITION TILE	VINYL		TYPICAL	TOP OF BEADING	TERRAZZO	TACK BOARD TELEPHONE	TONGUE & GROOVE	TREAD	STAINED AND VARNISHED	SUSPENDED	STEEL	STAINLESS STEEL	STEEL JOIST	SIMILAR	SHEET	STRUCTURAL GLAZED TILE	SQUARE FOOT	SECTION SECTION	SCHEDULE WOOD	STAINED CONCRETE	STUD TO STUD		ROUND	REINFORCING (REINFORCED)	ROOF DRAIN	RETURN AIR	QUARRY TILE		POUNDS PER SQUARE INCH			PLASTIC	PLATE	PLUMBING CONTRACTOR	

## FORUM ARCHITECTS, LLC

South Bend 122 S. Michigan St.

ISSUED FOR: BIDDING &CONSTRUCTION DOCUMENTS DATE: NOVEMBER 10, 2017

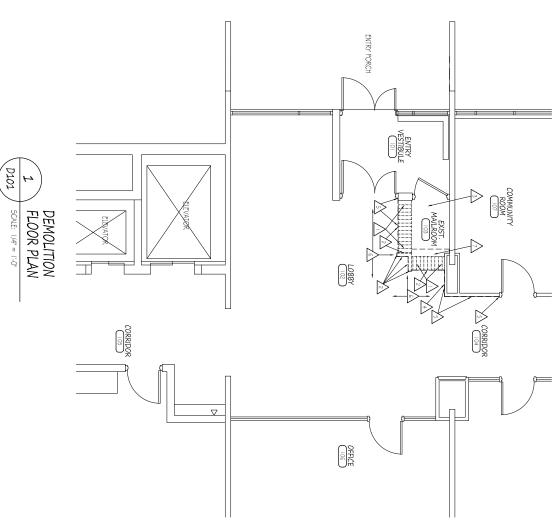
Phone: 574.233.2119

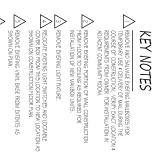
Fax: 574.288.0924 Suite 200 Indiana





SET NUMBER





GENERAL DEMOLITION NOTES

D101

MAILBOX CENTER REPLACEMENT

**ELKHART HOUSING AUTHORITY** 

WATERFALL HIGHRISE

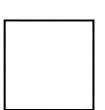
303 WATERFALL DRIVE

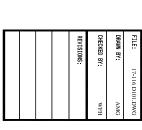
122 S. Michigan St. South Bend Phone:574.233.2119

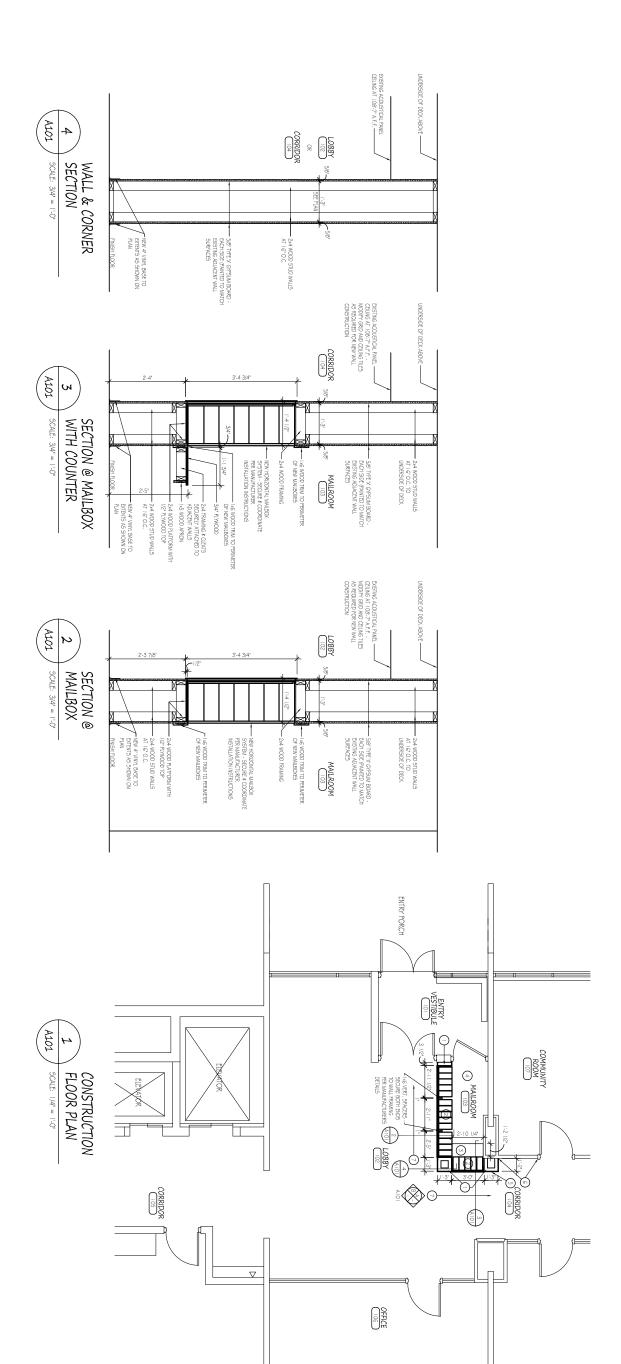
ELKHART, INDIANA

FORUM ARCHITECTS, LLC Suite 200 Indiana

Fax:574.288.0924







### KEY NOTES

GENERAL NOTES - CONSTRUCTION

ONS SHOWN ON PLANS ARE FROM FACE OF STUD TO FACE OF STUD AND FACE OF YALL TO FACE OF STUD UNLESS NOTED OTHERWISE.

- NEW ZXA WALL CONSTRUCTION SEE SECTION DETAIL 4(A) 01.
   NEW MANIBOX UNITS (4/8+ HORZONTAL MAILBOXES 3600 SERIES BY SAUSBURY INDUSTRIES. SEE SPECIFICATIONS FOR MODE INFORMATION.
- 4) PROVIDE NEW CEILING MOUNTED LIGHT FIXTURE. ( XXX MAKE MODEL MANUFACTURER) .

6) PROVIDE NEW 4" VINYL BASE COLOR AND PROFILE TO MATCH EXISTING FROM ALL AREAS REMOVED DURING DEMOLITION. EXTEND ELECTRICAL CONDUIT AND WIRING AS REQUIRED TO THIS LOCATION OF RELOCATED SWITCHES AND LOCKABLE COVER BOX.

7 RECONFIGURE EXISTING ACQUISTICAL PANEL CELLING GRID AS REQUIRED TO NEW CONSTRUCTION. PROVIDE NEW CELLING THE TO MATCH EXISTING.

(3) PROVIDE NEW SHELF AT MAILROOM AS SHOWN. SEE DETAIL 3/A101.

NEW GYPSUM BOARD WALL (PAINTED)

. ENVELOPE OF THE BUILDING SHALL BE SEALED CONTINUOUS FROM WATER PENETRATIONS OR OPENINGS SHALL BE SEALED FROM MOISTURE AND AIR



A101

MAILBOX CENTER REPLACEMENT

**ELKHART HOUSING AUTHORITY** 

WATERFALL HIGHRISE

303 WATERFALL DRIVE

ELKHART, INDIANA

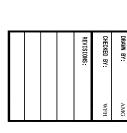
FORUM ARCHITECTS, LLC

122 S. Michigan St.

South Bend Phone:574.233.2119

Fax:574.288.0924





Suite 200 Indiana

A101

A101

MAILBOX ELEVATION

MAILBOX ELEVATION