



525 South Lawrence Street  
Montgomery, Alabama 36104

**Re-Cladding of Gibbs Village East and Gibbs Village West  
IFB Number 2023-11**

**TYPE OF PROJECT:** Invitation for Bids (IFB) for installation of exterior windows, doors, soffits, siding replacement, and painting of existing apartment buildings at two of MHA's communities, namely Gibbs Village East located at 1701 Terminal Rd., Montgomery, AL 36108 and Gibbs Village West located at 2025 Terminal Rd., Montgomery, AL 36108.

**DATE OF ISSUANCE:** **MONDAY, NOVEMBER 20, 2023**

**DESCRIPTION OF SERVICES:** Re-Cladding of Apartment Buildings

**CONTACT PERSON:** **SHEILA BROWN**  
**PROCUREMENT/CONTRACT ADMINISTRATOR**  
[sbrown@mhatoday.org](mailto:sbrown@mhatoday.org)

**PRE-BID CONFERENCE:** **TUESDAY, DECEMBER 5, 2023 @ 9:00 AM CST**  
Gibbs Village East Community Center  
1703 Terminal Rd.  
Montgomery, Alabama 36108

**LAST DAY FOR QUESTIONS:** **TUESDAY, DECEMBER 12, 2023 @ 3:00 PM CST**

**SUBMISSION DEADLINE:** **TUESDAY, DECEMBER 19, 2023 @ 9:00 AM CST**

**SUBMISSION ADDRESS:** Montgomery Housing Authority  
Attention: Procurement Office  
525 South Lawrence Street  
Montgomery, Alabama 36104

**BID OPENING ADDRESS:** Montgomery Housing Authority  
525 South Lawrence Street  
Montgomery, Alabama 36104

**BID OPENING DATE:** **TUESDAY, DECEMBER 19, 2023 @ 9:00 AM CST**

A complete copy of the IFB can be obtained by emailing [sbrown@mhatoday.org](mailto:sbrown@mhatoday.org), via website at [www.mhatoday.org/procurement](http://www.mhatoday.org/procurement), accessing Housing Agency Marketplace at <https://ha.internationaleprocurement.com/> or visiting MHA's procurement department at 525 S. Lawrence St., Montgomery, AL 36104

**A Pre-Bid conference will be held at 9:00 AM (CST) on Tuesday, December 5, 2023, Gibbs Village East Community Center, 1703 Terminal Rd., Montgomery, AL 36108. Contractors are encouraged to attend.**

Sealed bids will be accepted at the Montgomery Housing Authority, 525 South Lawrence Street, Montgomery, Alabama, 36104, by mail in a bid package prior to the date and time noted above to the attention of Sheila Brown, Procurement Department. **Late submissions will not be accepted.**

A General Contractors license should be provided with the bid to the extent required under Ala. Code Section 34-8-1, et seq. Contractors must meet the statutory requirements, including liability and workers compensation insurance and maintaining a license in good standing. **All bidders must include a current license or provide licensure number with the submission of the bid (Tab 10).**

The responsibility for submitting a response to this IFB to the Montgomery Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Housing Authority is not liable for any costs incurred by the Bidder prior to issuance of a contract. The Bidder shall wholly absorb all costs incurred in the preparation and presentation of the bid.

## **1.0 SCOPE OF SERVICE:**

The Re-Cladding of Gibbs Eat and Gibbs West project will be completed in phases, multiple blocks of apartment buildings, to minimize disturbance to residents as well as hopefully alleviate the need for relocation. If relocation is warranted, the project Architect, MHA's Project Manager and/or MHA Personnel will coordinate with the awarded contractor.

**The Architectural Project Specifications Manual and Drawings for the Re-Cladding of Gibbs Village East and Gibbs Village West are attached hereto as Exhibit A.**

## **2.0 GENERAL CONDITIONS:**

### **2.1 Conformity with IFB**

All bids must conform to the requirements presented in this IFB. Bids not in conformity may be rejected. Exceptions to any requirement must be clearly noted in the bidders' response.

### **2.2 Contract Terms/Consultant Agreement**

MHA anticipated the awarding of a 395-calendar day contract. All items included in this IFB must be included in the final contract. All contracts between the parties will be governed by and enforced in accordance with Federal HUD regulations and the laws of the State of Alabama.

### **2.3 License**

The contractor will have and maintain all required licenses necessary to conduct business in the City of Montgomery and any specialty licenses required to perform required work listed in this IFB. Copies of all licenses must be included in the submission of this IFB and maintain current standing on file in the Procurement/Contract Office of the Montgomery Housing Authority, during the duration of the contracted work.

### **2.4 Right to Reject Bids**

The MHA reserves the right to reject any or all bids, to waive technicalities and to accept any offer deemed to be in the best interest of MHA. Montgomery Housing Authority reserves the right to seek additional or new bids and to waive informalities and minor inequities in bids received.

### **2.5 Rights to Submitted Material**

All bids, responses, inquiries or correspondence relating to or in reference to this IFB, and all reports, charts, displays, schedules, exhibits, and other documents provided by companies will become the property of the MHA when received.

### **2.6 Required Forms**

The necessary HUD forms are attached hereto.

Each bid must contain an executed copy, if applicable, of the following attachments. If a form does not apply, please state 'not applicable' and include in the bid submission:

- HUD 5369 Instructions for Bidders
- HUD 5369-A Representations/Certifications of Bidders
- HUD 5370 General Conditions for Construction Contracts-Public Housing Programs
- HUD 50070 Drug-Free Workplace Certification
- HUD 50071 Certification of Payments to Influence Federal Transactions
- HUD SF-LLL Disclosure of Lobbying Activities
- Bid Bond
- Certificate as to Corporate Principal Form
- Non-Collusive Form
- Previous Participation Certification
- Bid Submittal Form
- Davis Bacon Wage Rates **(Sign bottom of wage rates)**
- Form of Bid

- Profile of Firm
- Performance Bond – **Submit if awarded.**
- Labor and Material Payment Bond – **Submit if awarded.**
- Section 3 Compliance and Participation Election Form (**Attached hereto as part of Exhibit B1**)
- Company Information Form (**Last page of this IFB**).

## 2.7 Additional Information

All inquiries, requests for site visits and/or additional information relative to this IFB should be directed to Sheila Brown, Procurement/Contract Administrator at [sbrown@mhatoday.org](mailto:sbrown@mhatoday.org) by the date and time as indicated on page one of this IFB (Last Day for Questions).

## 2.8 Insurance & Bid Bond

The company must certify/show proof of workers compensation (if applicable), general liability (minimum coverage of \$1,000,000 per occurrence) and auto liability (\$1,000,000 per occurrence). Insurance coverage must be maintained throughout the term of the contract. Copies of all proof of insurance must be on file in the Procurement Office prior to contractor beginning work.

A cashier check or bid bond payable to the MHA in the amount of not less than five (5) percent of the amount of the bid, but not more than \$10,000.00, is required to be submitted with the bid. Successful bidder will be required to furnish and pay satisfactory Performance and Payment Bonds equal to the amount of the contract prior to the execution of the contract.

## 3.0 COMPANY/FIRM INFORMATION:

A major consideration in awarding a contract is the experience and services of the contractor. The following information is requested from each company:

### General Company Information

Each company must furnish a brief history of itself including how long it has been in business and any major offices located in Montgomery and/or any major offices located in the Southeast United States. List three references (name, address and telephone number) that may be contacted where similar work has been performed.

## 4.0 SELECTION and AWARDING PROCESS:

### 4.1 Invitation for Bids (IFB)

This IFB is intended to provide interested contractors with uniform information concerning the MHA's requirements for providing the requested services. The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within the following Section 5.2, consider factors other than cost in making the award decision).

**BONDING: All non-cash Bonds shall be issued by companies licensed to do business in the State of Alabama, approved by the U.S. Treasury and "A" rated or better. Payment & Performance Bonds shall be provided prior to the contract execution by both parties.**

**4.1.1 Bid Bond:** MHA requires a Cashier check or Bid Bond payable to MHA in the amount of not less than five (5) percent of the Base Bid, but more than \$10,000.00. The Bid Bond shall be submitted with the Bid Form under Tab 4 with the bid only.

**4.1.2 Performance Bond:** The Contractor must provide MHA a 100% Performance Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA prior to the contract execution by both parties, then the Contractor shall be in breach of contract.

**4.1.3 Payment Bond:** The Contractor must provide MHA a 100% Payment Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA prior to the contract execution by both parties, then the Contractor shall be in breach of contract.

**4.2 TIME FOR COMPLETION:** The Contractor shall immediately mobilize and commence work at the time stipulated in the

Notice to Proceed to the Contractor and shall be fully completed within the specified time in the Notice to Proceed. **The awarded Contractor will be required to attend a pre-construction meeting prior to the start of the project.**

**4.3 SAFETY:** Subject to prior approval by MHA as to size, design, type and location, and to local regulations, the Contractor and his/her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

**4.4 BIDDERS CALCULATIONS:** Each Bidder is responsible to field verify the items requested on any project. This shall include demolition, disposal, preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All prices submitted by the Contractor must include these variables. MHA shall not pay additional sums for a bidder's failure to factor these conditions into the bids. Failure to consider any of the factors listed below shall not negate the Bidder's responsibility to perform if awarded a contract and assigned a project.

**4.4.1 Verify Approximations:** The bidder must Field Verify All Grades, and Conditions. Please visit the property to determine on how these variables may impact the bid costs.

**4.4.2 Demolition Approximations:** The bidder's Unit Pricing must include for the possibility of removal of all layers of existing material supporting or attached to the material to be replaced or repaired on any project assigned by MHA.

**4.4.3 Material Storage:** The bidder must consider that on-site storage may not be permitted at the site. Bidders must understand that any on-site storage of material must be approved in advance by MHA. MHA shall not be responsible for any off-site storage or delivery fees.

**4.5 WARRANTIES:** All items installed under any contract resulting from this IFB must include both a Manufacturer's Warranty, if applicable, plus a minimum of a one (1) year Warranty from the Contractor for labor and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by MHA.

**5.0 BID FORMAT:**

**5.1** Bids should be written in a concise, straightforward and forthright manner. Superficial marketing statements and materials should be avoided. Bids should be organized in the following manner, using required forms where appropriate:

**5.2 Tabbed Proposal Submittal**

The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the proposal and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

IFB Section	Tab No.	Description
5.2.1	1	<b>Form of Bid.</b> This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
5.2.2	2	<b>Form HUD-5369-A Representations/Certifications of Bidders, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Form HUD 2530 Previous Participation Certification, and Non-Collusive Form.</b> These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
5.2.3	3	<b>Profile of Firm Form.</b> This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the bid submittal.
5.2.4	4	<b>Proposed Services.</b> The bidder shall place under this tab documentation further explaining

		the bidder's services and showing how the bidder intends to fulfill the requirements of the scope of work listed in the preceding Section Part IV herein, including, but not limited to: <b>(Bidder must place Bid Bond and Bid Submittal under this tab)</b>
5.2.4.1		The bidder's <b>DEMONSTRATED UNDERSTANDING</b> of the <b>AGENCY'S REQUIREMENTS</b> .
5.2.4.2		The <b>APPROPRIATENESS</b> of the <b>TECHNICAL APPROACH</b> and the <b>QUALITY</b> of the <b>SERVICES PROPOSED</b> .
5.2.4.3		The bidder's <b>TECHNICAL CAPABILITIES</b> (in terms of personnel) and the <b>MANAGEMENT PLAN</b> (including the ability to provide the services detailed herein).
5.2.4.4		The bidder's <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the bidder's <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
5.2.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
5.2.4.6		The proposed quality control program.
5.2.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
5.2.4.8		A complete description of the products and services the firm provides.
5.2.4.9		<b>Proposed Engagement Letter.</b> A copy of the bidder's proposed engagement letter. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency's opinion, conflict with the terms listed within the contract.
5.2.5	5	<b>Managerial Capacity/Financial Viability/Staffing Plan.</b> The bidder's entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (1) and (4) of the <b>Profile of Firm Form</b> . Such information shall include the bidder's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
5.2.6	6	<b>Client Information.</b> The bidder shall submit a listing of former or current clients, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
5.2.6.1		The client's name;
5.2.6.2		The client's contact name;
5.2.6.3		The client's telephone number and email address;
5.2.6.4		A brief description and scope of the service(s) and the dates the services were provided.
5.2.7	7	<b>Equal Employment Opportunity/Supplier Diversity.</b> The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
5.2.8	8	<b>Subcontractor/Joint Venture Information.</b> The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the bidder under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. <b>Bidder shall submit a Profile of Firm form for each subcontractor.</b>
5.2.9	9	<b>Section 3 Plan and Participation Election Form Documentation.</b> All bidders must read the attached Section 3 Plan "Exhibit B". All bidders must read, sign and submit the Section 3 Clause Compliance Commitment Form and Section 3 Participation Election Form. Any bidder who is a Certified Section 3 Business must include the certification, along with the Section 3 Business Concern Certification Form. These forms shall be included under this tab and be fully completed and executed. These forms are attached hereto as "Exhibit B1".
5.2.10	10	<b>Other Information.</b> The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation. <b>Bidder shall include the Company Information form located at the end of this IFB. Bidder shall also include copy of current licenses as required by Alabama Code Section 34-8-1, et seq., and a current business license under this tab.</b>
5.2.11		<b>No Information Placed under a Tab.</b> If no information is to be placed under any of the above noted

	tabs, please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
<b>5.2.12</b>	<b>Proposal Submittal Binding Method.</b> It is preferable and recommended that the bidder bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. "comb-type," etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition. Do not staple pages together.

**5.3 Bid Submittal**

Bids must be submitted in **one sealed envelope as one binder** that shows the company's name and address and **clearly** written on the outside of the sealed envelope must be the words **"Re-Cladding Gibbs East and Gibbs West" IFB #2023-11, DEADLINE: Tuesday, December 19, 2023, at 9:00 am CST**". All bids must be submitted in accordance with the conditions and instructions provided herein. Do not staple pages together within bid submittal. Bids must contain all information listed in Section 5.0 Bid Format of this IFB. All bids must remain open for acceptance for ninety (90) days.

**6.0 DAVIS BACON WAGE DETERMINATION:**

Bidder must agree to pay their employees not less than the minimum wage rates for residential work prescribed by General Decision Number: AL20230054, dated January 6, 2023. **A copy is attached to the bid package.** In addition, certified weekly payroll forms will be required and submitted to MHA's Project Manager. **Bidder will sign the bottom of the wage determination form to acknowledge receipt and include in bid.**

**7.0 MATERIALS:**

The selected contractor shall provide, install and complete work utilizing proprietary materials and products, as necessary to comply with MHA's intent and interest in standardizing its materials and products.

**8.0 CHANGE ORDERS:**

The contractor will immediately notify the Project Manager in the event of the need for change orders. Change Orders must comply with the following:

- a) Contractor must fill out a Construction Change Order Form (form AIA G701) offering a detailed explanation for the change order itemizing changes to be made;
- b) Contractor must offer a written itemized estimate, for the amount of money to be added to the original contracted price signed and dated by the contractor;
- c) Construction Change Order must be approved and signed by MHA's Acting President/CEO, who is the Contracting Officer as well as the Architect.

Beyond the above referenced written communications, Bidders and their representatives may not make any other form of contact with MHA Staff, Board members or residents. Any improper contact by or on behalf of a Bidder may be grounds for disqualification.

**9.0 ACCEPTANCE OF WORK & PAYMENTS:**

- 1. Prior to acceptance and approval of payment, the Architect and MHA's Project Manager **must** sign off on all work completed.
- 2. Payment to the Contractor shall be made upon acceptance of the work. By virtue of submitting a Periodic Estimate for Partial Payment (form HUD-51001), the Contractor certifies that all work for which partial and final payment is requested was completed in accordance with the scope of work. Payment to the Contractor shall also be made upon acceptance of required AIA forms.
- 3. Acceptance of the work and approval of payment must be in writing and signed by the Architect and MHA's Project Manager or their authorized representative, prior to submission to the Finance Department for payment.

**10.0 SECTION 3 COMPLIANCE:**

**All bidders are required to read MHA's Section 3 plan and be familiar with the timing of submission of requested/required forms. This information is attached hereto as "Exhibit B"-MHA's Section 3 plan and Links for Electronic Submission of Section 3 Forms. The Section 3 Plan as well as electronic links can also be found at [www.mhatoday.org](http://www.mhatoday.org), by clicking on 'Services', then 'Bidding Opportunities', then the 'Section 3' tab.**

Below is a snapshot of what will be included in all Section 3 covered contracts. Section 3 requirements do not apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section

3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

The following are also exemptions of Section 3 request- Professional service jobs are defined in 24 CFR 75.5 as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services." These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. See, HUD Notice: CPD-21-09.

"All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause, 24 CFR § 75.38):

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 75, 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 75 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 75, 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 75. 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 75.

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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

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PROCUREMENT OFFICE  
525 SOUTH LAWRENCE STREET  
MONTGOMERY, ALABAMA 36104  
TELEPHONE 334-206-7130 | FAX 334-206-7196

IFB 2023-11 RE-CLADDING OF GIBBS VILLAGE EAST AND GIBBS VILLAGE WEST

**COMPANY INFORMATION FORM**

Bidder shall complete this form and include it in the bid packet under tab 10

COMPANY NAME:

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COMPANY ADDRESS:

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TELEPHONE #:

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FAX #:

---

E-MAIL:

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CONTACT(name):

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YEARS OF OPERATION:

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DESCRIPTION OF WORK:

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REFERENCES:

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

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

### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

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

### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

# Certification of Payments to Influence Federal Transactions

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

---

Applicant Name

---

Program/Activity Receiving Federal Grant Funding

---

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

---

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**BID BOND**

BOND NO. \_\_\_\_\_

**KNOW ALL BY THESE PRESENTS**, that we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_  
\_\_\_\_\_ (Bonding Company), a corporation duly organized  
under the laws of the State of Alabama as Surety, hereinafter called the Surety, are held and firmly  
bound unto the Montgomery Housing Authority (MHA) for the sum of \$ \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment of which sum will and truly to be made, the said  
Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE** , if the Montgomery Housing Authority shall accept the bid of the Principal  
and the Principal shall enter into a contract with the MHA in accordance with the terms of such  
bid, and give such bond or bonds as may be specified in the bidding or Contract documents with  
good and sufficient surety for the faithful performance of such contract and for the prompt payment  
of labor and materials furnished in the prosecution thereof, or in the event of the failure of the  
MHA, the difference not to exceed the penalty hereof between the amount specified in said bid and  
such larger amount for which the MHA may in good faith contract with another party to perform  
work covered by said bid or an appropriate required amount as specified in the Invitation for Bids  
then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bonding Company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Attorney in Fact



Procurement/Contract Office
525 South Lawrence Street
Montgomery, Alabama 36104
Telephone 334-206-7130 | Fax 334-206-7222

Bid Form

Re-Cladding of Gibbs Village East and
Gibbs Village West
IFB No. 2023-11

To: \_\_\_\_\_ Date: \_\_\_\_\_
(Awarding Authority)

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned,

From: \_\_\_\_\_
(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of
(Project Title)

The Bidder, which is organized and existing under the laws of the State of \_\_\_\_\_,

having its principal offices in the City of \_\_\_\_\_, is

[ ] a Corporation [ ] a Partnership [ ] an individual [ ] (other) \_\_\_\_\_.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their
addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

Four horizontal lines for listing partners or officers.

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having
become fully informed regarding all pertinent conditions, and that it has examined the Drawings and
Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents
relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusively.

BASE BID: For construction complete as shown and specified, the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)





Procurement/Contract Office
525 South Lawrence Street
Montgomery, Alabama 36104
Telephone 334-206-7130 | Fax 334-206-7222

Bid Form (continue)

Re-Cladding of Gibbs Village East and
Gibbs Village West
IFB No. 2023-11

SCHEDULE OF ALLOWANCES

A. Lump Sum Allowances.

- 1. Allowance No. 1, Construction Contingency:
a) Provide a 2% construction contingency amount in the construction sum for unforeseen conditions. If not used, the contingency amount shall be credited back to the Owner. (\$ )
2. Allowance No. 2, Brick Infill & Re-pointing:
b) Provide an allowance of \$5,000.00 for brick infill and re-pointing of exterior gaps in existing walls. If not used, the allowance amount shall be credited back to the Owner. (\$ )
3. Allowance No. 3, Wood Framing Replacement:
c) Provide an allowance of \$5,000.00 for removal and replacement of existing rotten, damaged, and deteriorated wood framing. If not used, the allowance amount shall be credited back to the Owner. (\$ )

TOTAL BASE BID PLUS LUMP SUM ALLOWANCES

(\$ )

SCHEDULE OF DEDUCTIVE ALTERNATES

- 1. Deductive Alternate No. 1, Vinyl Window Finish:
Delete the window manufacturer's painted exterior topcoat, manufacturer's standards, from the Contract Sum and provide manufacturer's integral exterior and interior finish instead. (\$ )
2. Deductive Alternate No. 2, Vinyl Window Glazing:
Delete LowE 366 U-value 0.35/SHGC 0.25 glazing from the Contract Sum and provide LowE 270 glazing instead. (\$ )
3. Deductive Alternate No. 3, Vinyl Window Sash:
Delete Double-Hung sash windows from the Contract Sum and provide Single-Hung windows instead. Basis-of-design: Southern Rose Series 4010 Single Hung Replacement window with LowE 270 U-value 0.35/SHGC 0.28 glazing. (\$ )
4. Deductive Alternate No. 4, Window Shutters:
Delete providing window shutters at both Gibbs Village East and West from the Contract Sum. (\$ )



**Procurement/Contract Office  
525 South Lawrence Street  
Montgomery, Alabama 36104  
Telephone 334-206-7130 | Fax 334-206-7222**

## **Bid Form** (continue)

**Re-Cladding of Gibbs Village East and  
Gibbs Village West  
IFB No. 2023-11**

### **SCHEDULE OF DEDUCTIVE ALTERNATES (continue)**

5. Deductive Alternate No. 5, Exterior Siding:  
Delete providing new exterior siding on facades at both Gibbs Village East and West buildings from the Contract Sum. The existing exterior siding will remain at both housing communities.  
(\$ \_\_\_\_\_)
  
6. Deductive Alternate No. 6, Exterior Doors:  
Delete providing new exterior doors at both Gibbs Village East and West from the Contract Sum. The existing exterior doors will remain at both housing communities.  
(\$ \_\_\_\_\_)
  
7. Deductive Alternate No. 7, Gibbs Village West:  
Delete the scope of work at the Gibbs Village West Community from the Contract Sum. Keep the scope of work for the Gibbs Village East Community in the Base Bid.  
(\$ \_\_\_\_\_)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation  
named as the Principal in the within bond; that \_\_\_\_\_,  
who signed the said bond on behalf of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine, and that said  
bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of  
its governing body.

\_\_\_\_\_

(Affix Corporate Seal)

NON-COLLUSIVE AFFIDAVIT  
(Prime Bidder)

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, Being first duly sworn, deposes and says that he/she is \_\_\_\_\_, (a partner or officer of the firm of, etc.) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement to collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Montgomery Housing Authority of any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

---

(Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation)

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

**WUFGrcetvo gpvqhJ qwłpi cpf Włdcp F gxgnro gpv**  
Office of Housing/Federal Housing Commissioner

**WUFGrcetvo gpvqhCi tlewwwt g**  
Farmers Home Administration

<b>Rctv Kw dg eqo rıgvf d{ Rtlpekr cm qhO wnlkco kř Rtqlgevu (See instructions)</b>		<b>Hqt J WF J S Hb J C wug qprř</b>	
Reason for submission: 30 Agency name and City where the application is filed		4. Project Name, Project Number, City and Zip Code	
5. Loan or Contract amount \$	6. Number of Units or Beds	7. Section of Act	8. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

**90Nłwcmrtqr qvřf Rtlpekr cm ecpf eweį qti eplę cvkqp ej ctvłqt cmqti eplę cvkqp**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	: Tqq qhGcej Rtlpekr cnlp Rtqlgev	; 0Gzrgevř ' Qy pgt uj lr lp Rtqlgev	320UP qt KřUGo rıřf gt Pwo dgt

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

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

<b>Pco g qhRtlpekr cn</b>	<b>Uli pcwt g qhRtlpekr cn</b>	<b>Egt vřłecvqp Fcvř*o o řř H {{{</b>	<b>Ctgc Eqf g cpf Vgř0Pq0</b>
<b>Vj kłřto rtgrctřf d{ řřłpvpcog+</b>		<b>Ctgc Eqf g cpf Vgř0Pq0</b>	

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)

**Uej gf wng C< Nkuvqh Rt gxlqwu Rt qlgevu cpf Ugevlqp : Eqpvt cevu0** Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Pqvg<** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**P q r t g x l q w u r c t v l e k r c v l q p . H l t u v G z r g t l g p e g ö .**"

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved )	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation [ g u P q K { g u g z r r e l p		6. Last MOR rating and Physical Insp. Score and date

**Rct v H Hqt J WF Kpvt pcnRt qegulpi Qprf**

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

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

**Ípwt wevkpu hqt Ego rígvípi vj g Ríxkqwu Retvlekrvklp Egt vllcevg. hqt o J WF/4752**

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

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

**Ectghwí tgcí vj g egt vllcevg dghgt g (q w uí p h)**

Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

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

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

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

**Y j q O wu Uí p cpf Hlg Hqt o J WF/4752<**

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

Principals include all individuals, joint ventures,

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

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

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

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

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

**Y j gt g cpf Y j gp Hqt o J WF/4752 O wu Dg**

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

- Projects to be financed with mortgages insured under the National Housing Act (FHA).

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

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

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

**Ur gelle Nlpg Ípwt wevkpu<**

**Tgeupp hqt uwo lsvpi** this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

**Dmjem3**< Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Dmjem 4**< Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include **cm** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

**Dmjem 5**< Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Dmjem 6**< Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Dmjem 7**< Fill in the section of the Housing Act under which the application is filed.

**Dmjem 9**< Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

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

**Dmjem;** < Fill in the percentage of ownership in the proposed project that each principal is expected to have.

**Dmjem 32**< Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

**Ípwt wevkpu hqt Ego rígvípi Uej gf wng C<**

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

**Eqno p 40** *All previous projects must be listed or your certification cannot be processed.* Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

**Eqno p 50** List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

**Equo p 60** Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

**Equo p 70** Explain any project defaults during your participation.

**Equo p 80** Provide the latest Management Review (MOR) rating and Physical Inspection score.

**Egtvllccvq** After you have completed all other parts of

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

should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

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

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony

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

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

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

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

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



# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any  
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

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

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

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

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

#### 4. Other Contracts

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

### Construction Requirements

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

of the work, and that it has investigated and satisfied itself

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

#### 6. Construction Progress

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

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

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

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

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

## 8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

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

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

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

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

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

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

#### 12. Permits and Codes

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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

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

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

## 17. Temporary Buildings and Transportation of Materials

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

## 18. Clean Air and Water

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

## 19. Energy Efficiency

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

## 20. Inspection and Acceptance of

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

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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of

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



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

**24. Prohibition Against Liens**

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

**Administrative Requirements**

**25. Contract Period**

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

**26. Order of Provisions**

accordance with the terms and conditions of the

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

**27. Payments**

retain ten (10) percent of the amount of progress

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

**Name:**

Title:

Date:

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

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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

### 30. Suspension of Work

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

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

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

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

### 34. Termination for

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

### 35. Assignment of Contract

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

### 36. Insurance

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

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_

[Contracting Officer insert amount] per occurrence.

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

### 37. Subcontracts

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

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

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

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

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

### 39. Equal Employment Opportunity

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

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

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

#### 45. Examination and Retention of Contractor's Records

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

#### 46. Labor Standards - Davis-Bacon and Related

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

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

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

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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



(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

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

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

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

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

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) 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.

## FORM OF BID

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

**(1) Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete all the statements and certifications listed following herein:

[Table No. 1]

"X" = Item Included	Tab No.	Submittal Item (one original signature copy of each document)
	1	Form of Bid
	2	All HUD forms and other required forms
	3	Profile of Firm Form
	4	Proposed Services, Bid Bond, Bid Form
	5	Managerial Capacity/Financial Viability, including resumes
	6	Client Information
	7	Equal Employment Opportunity Statement
	8	Subcontractor/Joint Venture Information
	9	Section 3 Compliance, Participation Election Forms and Certified Business Concern Certification
	10	Other Information

**(2) SECTION 3 STATEMENT.** Are you a Certified Section 3 business?  
 Yes  No  If "YES," please also provide your certificate under tab 9.

**(3) Debarred Statement.** Has this company, or any principal(s) thereto, ever been debarred from providing any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama?

Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

MONTGOMERY HOUSING AUTHORITY, AL

**FORM OF BID**

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

**(4) Disclosure Statement.** Does this company or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

**(5) Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

**(6) Non-Collusive Affidavit.** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said bid are true.

**(7) Bidder's Statement.** The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned bids to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the bid submitted binder pertaining to this IFB.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

MONTGOMERY HOUSING AUTHORITY, AL

**PROFILE OF FIRM FORM**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

(1) Prime  Sub-contractor  (This form must be completed by and for each).

(2) Name of Firm:

Telephone:

Fax:

Email:

(3) Street Address, City, State, Zip:

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in Alabama; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

**PROFILE OF FIRM FORM**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed submittal.)

**(7) Bidder Diversity Statement.** You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

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

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

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

WMBE Certification Number:

Certified by (Agency):

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO BID- ENTER IF AVAILABLE)

(8) Federal Tax ID No.:

(9) Local Business License No. (if applicable):

(10) State of Alabama License Type and No.:

(11) Federal License Type and No.:

(12) Worker's Compensation Insurance Carrier:

Policy No.:

Expiration Date:

(13) General Liability Insurance Carrier:

Policy No.

Expiration Date:

(14) Professional Liability Insurance Carrier:

Policy No.

Expiration Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

MONTGOMERY HOUSING AUTHORITY, AL

"General Decision Number: AL20230054 01/06/2023

Superseded General Decision Number: AL20220054

State: Alabama

Construction Type: Residential

County: Montgomery County in Alabama.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/06/2023



	Rates	Fringes
BRICKLAYER.....	\$ 14.79 **	0.00
CARPENTER, Includes Form Work, and Overhead Door Installation.....	\$ 11.65 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.86 **	0.00
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 11.20 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 10.75 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 8.00 **	0.00
LABORER: Common or General.....	\$ 7.31 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 7.88 **	0.00
LABORER: Pipelayer.....	\$ 8.83 **	0.00
OPERATOR: Backhoe.....	\$ 11.45 **	0.00
OPERATOR: Bulldozer.....	\$ 12.60 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.40 **	0.00
PAINTER.....	\$ 8.00 **	0.00
PLUMBER.....	\$ 10.95 **	0.00
ROOFER, Includes Built Up, Metal, Shake & Shingle, and Single Ply Roofs.....	\$ 12.00 **	0.00
SHEET METAL WORKER.....	\$ 10.77 **	0.00
TRUCK DRIVER.....	\$ 10.06 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$16.20) or 13658  
(\$12.15). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISIO"

EXHIBIT A

**SPECIFICATIONS**

**FOR**

**MONTGOMERY HOUSING AUTHORITY  
GIBBS VILLAGE EAST & GIBBS VILLAGE WEST  
RE-CLADDING**

**MONTGOMERY, ALABAMA**

**PROJECT # CCR - 23101**

**OCTOBER 6, 2023**



**CCR ARCHITECTURE & INTERIORS**

Architecture & Interior Design

2920 1<sup>ST</sup> Avenue South

Birmingham, Alabama 35233

205/324-8864 phone

[www.CCRarchitecture.com](http://www.CCRarchitecture.com)

**CCR ARCHITECTURE & INTERIORS**

2920 1<sup>st</sup> Avenue South  
 Birmingham, Alabama 35233  
 (205) 324-8864 tel

Project No. CCR - 23101

SPECIFICATION FOR  
**MONTGOMERY HOUSING AUTHORITY**  
**GIBBS VILLAGE EAST & WEST RE-CLADDING**

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## **Division 00 Procurement and Contracting Requirements**

\*Note – AIA Documents, forms, and Contracts are not Included in this Project Manual.

Project Forms (latest edition) equivalent to the following shall be used (where applicable) for this project. Copies of the forms can be purchased at [aiacontracts.org](http://aiacontracts.org)

00 01 00	Table of Contents
00 01 10	Summary of Work
00 11 16	Invitation for Bid
00 21 13	AIA A701, Instructions to Bidders
00 41 33	Bid Form
00 43 36	AIA G705, Proposed Subcontractors Form
00 52 33	AIA A102, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
00 61 00	AIA A310, Bid Bond
00 61 05	AIA A312, Performance Bond and Payment Bond
00 62 11	Submittal Transmittal Form
00 62 16	AIA G715, Supplemental Attachment for ACORD Certificate of Insurance 25
00 62 76.16	AIA G702, Application and Certificate for Payment
00 62 76.16	AIA G707A, Consent of Surety to Reduction in or Partial Releases of Retainage Form
00 62 77	AIA G703, Continuation Sheet
00 62 79	Inventory of Stored Materials
00 63 13	AIA G716, Request for Information (RFI)
00 63 25	Substitution Request Form
00 63 57	AIA G701, Change Order
00 65 16	AIA G704, Certificate of Substantial Completion
00 65 19.13	AIA G706, Affidavit of Payment of Debts and Claims
00 65 19.14	AIA G706A, Contractor's Affidavit of Release of Liens
00 65 19.19	AIA G707, Consent of Surety to Final Payment
00 72 00	AIA A201, General Conditions of the Contract for Construction
00 73 00	Modified General Conditions

## **Division 01 General Requirements**

010100	Summary of Work
010200	Allowances
010270	Applications for Payment
010350	Modification Procedures

010400	Coordination
010950	Reference Standards and Definitions
011400	Work Restrictions
012000	Project Meetings
012500	Substitution Procedures
013000	Submittals
014000	Quality Control
015000	Construction Facilities and Temporary Controls
016000	Materials and Equipment
017000	Contract Closeout
017400	Warranties

**Division 06 Wood and Plastics**

066000	Vinyl Shutters
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**Division 07 Thermal and Moisture Protection**

074600	Siding
079200	Joint Sealants

**Division 08 Openings**

081100	Steel Doors and Frames
085313	Vinyl Windows
087100	Door Hardware

**Division 09 Finishes**

099100	Painting
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**End of Index**

## SECTION 010100 - SUMMARY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Contractor-furnished, Owner-installed products.
9. Access to site.
10. Coordination with occupants.
11. Work restrictions.
12. Specification and drawing conventions.
13. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Construction Facilities and Temporary Controls" for limitations and procedures governing temporary use of Owner's facilities.

## 1.3 PROJECT INFORMATION

- A. Project Identification: Gibbs East & West Re-Cladding.

- 1. Project Locations:

- 2025 Terminal Road, Montgomery, Alabama 36108.
- 1701 Terminal Road, Montgomery, Alabama 36108.

- B. Owner: Montgomery Housing Authority (MHA).

1. Owner's Representative: William (Scott) Standerfer (334) 531-2628

- C. Architect: Cohen Carnaggio Reynolds, Inc. (205)324-8864.



#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Installation of new Exterior Windows, Doors, Soffits, Siding Replacement and Painting on existing apartment buildings at MHA's Gibbs Village East and Gibbs Village West Housing Communities. The scope of work includes general construction, selective demolition, removal and replacement of new windows/doors, re-installation of window blinds, new exterior siding/soffits and painting for a complete project constructed under a single prime contract. Contractor shall provide the standard labor warranty for installation of project components.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Condition of Existing Buildings: Maintain portions of existing buildings affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

#### 1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 010100

SECTION 010200 – ALLOWANCES & ALTERNATES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Selected materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Modification Procedures" specifies procedures for submitting and handling Change Orders.

## 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise the Architect of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At the Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by the Architect from the designated supplier.

## 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 – EXECUTION

## 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly upon delivery for damage or defects.

## 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

## 3.3 SCHEDULE OF ALLOWANCES

- A. Lump Sum Allowances.

- 1. **Allowance No. 1, Construction Contingency:**

- a. Provide a 2% construction contingency amount in the construction sum for unforeseen conditions. If not used, the contingency amount shall be credited back to the Owner.

- 2. **Allowance No. 2, Brick Infill & Re-pointing:**

- b. Provide an allowance of \$5,000.00 for brick infill and re-pointing of exterior gaps in existing building walls. If not used, the allowance amount shall be credited back to the Owner.

- 3. **Allowance No. 3, Wood Framing Replacement:**

- c. Provide an allowance of \$5,000.00 for removal and replacement of existing rotten, damaged and deteriorated wood framing. If not used, the allowance amount shall be credited back to the Owner.

## 3.4 SCHEDULE OF ALTERNATES

- 1. **Alternate No. 1, Vinyl Window Finish:**

- a. Delete window manufacturer's painted exterior top coat from manufacturer's standards and provide manufacturer's integral exterior and interior finish instead.

- 2. **Alternate No. 2, Vinyl Window Glazing:**

- a. Delete LowE 366 U-value 0.35 / SHGC 0.25 glazing and provide LowE 270 glazing instead.

3. **Alternate No. 3, Vinyl Window Sash:**
  - a. Delete Double-Hung sash windows and provide Single-Hung windows instead. Basis-of-design: Southern Rose Series 4010 Single Hung Replacement window with LowE 270 U-value 0.35 / SHGC 0.28 glazing.
4. **Alternate No. 4, Window Shutters:**
  - a. Delete providing window shutters at both Gibbs Village East and West from the Contract Sum.
5. **Alternate No. 5, Exterior Siding:**
  - b. Delete providing new exterior siding on facades at both Gibbs Village East and West buildings from the Contract Sum. The existing exterior siding will remain at both housing communities.
6. **Alternate No. 6, Exterior Doors:**
  - b. Delete providing new exterior doors at both Gibbs Village East and West from the Contract Sum. The existing exterior doors will remain at both housing communities.
7. **Alternate No. 7, Gibbs Village West:**
  - b. Delete the scope of work at the Gibbs Village West Community from the Contract Sum. Keep the scope of work for the Gibbs Village East Community in the Base Bid.

END OF SECTION 010200

SECTION 010270 - APPLICATIONS FOR PAYMENT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.
  - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- C. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

## 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Coordination: Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. Schedule of allowances.
    - e. Schedule of alternates.
    - f. List of products.
    - g. List of principal suppliers and fabricators.
  - 2. Submit the Schedule of Values to the Owner's Representative and Architect at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

- C. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of the Architect.
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
      - 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
  4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
  6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  7. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as reviewed and certified by the City Engineer or Architect and paid for by the Owner.
1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

2. Each monthly application should include the following:
  - a. Current construction schedule.
  - b. Current Change Order Log, showing the status of all Change Orders.
  - c. Current RFI Log, showing the status of all RFI's and Change Orders.
  - d. Current Submittal Log.
  - e. Lien Waivers from suppliers, vendors and subcontractors.
  
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
  
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
  
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
  
- E. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
  
- F. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
  1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Schedule of unit prices.
  7. Copies of building permits.
  8. Initial progress report.
  9. Certificates of insurance and insurance policies.
  10. Performance and payment bonds.
  11. Submittal Schedule.
  
- G. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
  1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and submittals that shall precede or coincide with this application



include:

- a. Occupancy permits and similar approvals.
- b. Warranties (guarantees) and maintenance agreements.
- c. Test/adjust/balance records.
- d. Maintenance instructions.
- e. Final cleaning.
- f. Application for reduction of retainage and consent of surety.
- g. Advice on shifting insurance coverages.
- h. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

H. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Proof that taxes, fees, and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.
9. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010270

SECTION 010350 - MODIFICATION PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
  - 3. Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.
  - 4. Division 1 Section "Product Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

## 1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions. Such changes shall be effected by written order issued by the Architect.

## 1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will prepare and issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  - 2. Within 5 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
    - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
  2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Comply with requirements in Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.

#### 1.5 ALLOWANCES

- A. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place. Where applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in the purchase amount only where indicated as part of the allowance.
  2. When requested, prepare explanations and documentation to substantiate the margins claimed.
  3. Submit substantiation of a change in scope of work claimed in the Change Orders related to unit-cost allowances.
  4. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Architect will take appropriate action on Construction Change Directives.
1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### 1.7 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Architect will prepare a Change Order, and

the Architect will take appropriate action on a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010350

SECTION 010400 - COORDINATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

- 1. General project coordination procedures.
- 2. Coordination Drawings.
- 3. Cleaning and protection.

## 1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

- 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- 3. Make provisions to accommodate items scheduled for later installation.
- 4. Coordinate the work with other Prime Contractors.

- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

- 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. The Contractor shall prepare and submit for the Owner's information and the Architect's approval a Construction Schedule for the Work. Such administrative activities include, but are not limited to, the following:

- 1. Preparation of schedules.
- 2. Installation and removal of temporary facilities.

3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Show the relationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section "Submittals."
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

#### PART 2 - PRODUCTS (Not Applicable)

#### PART 3 - EXECUTION

##### 3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

##### 3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
1. Excessive static or dynamic loading.
  2. Excessively high or low temperatures.
  3. Thermal shock.
  4. Excessively high or low humidity.
  5. Water or ice.
  6. Puncture.
  7. Abrasion.
  8. Heavy traffic.
  9. Soiling, staining, and corrosion.
  10. Rodent and insect infestation.
  11. Contact between incompatible materials.
  12. Excessive weathering.
  13. Unprotected storage.
  14. Improper shipping or handling.
  15. Theft.
  16. Vandalism.

END OF SECTION 010400

SECTION 010950 - REFERENCE STANDARDS AND DEFINITIONS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, who performs a particular construction activity including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.



- J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different but apparently equal to the Architect for a decision before proceeding.
  - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research Inc.'s "Encyclopedia of Associations," which is available in most libraries.

### 1.4 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010950

SECTION 011400 – Work Restrictions

## 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 USE OF PREMISES

- A. Refer to Section 01 31 19 Project Meetings for Owner Coordination Meeting information.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
- C. Contractor shall assume full responsibility for the protection and safekeeping of products under this contract stored on the site.

## PART 2 – PRODUCTS (NOT APPLICABLE)

## PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION 011400

SECTION 012000 - PROJECT MEETINGS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
  - 1. Preinstallation conferences.
  - 2. Progress meetings.
  - 3. Coordination meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Coordination" for procedures for coordinating project meetings with other construction activities.
  - 2. Division 1 Section "Submittals" for submitting the Contractor's Construction Schedule.

## 1.3 PREINSTALLATION CONFERENCES

- A. Conduct a preinstallation conference at the Project Site before each construction activity that requires coordination with other construction. Activities requiring preinstallation conferences include, but are not limited to the following:
  - 1. Electrical Work
  - 2. HVAC Mechanical Equipment & Refrigerant Piping.
- B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.
  - 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each preinstallation conference, including requirements for the following:
    - a. Contract Documents.
    - b. Shop Drawings, Product Data, and quality-control samples.
    - c. Possible conflicts.
    - d. Compatibility problems.
    - e. Time schedules.
    - f. Manufacturer's recommendations.
    - g. Compatibility of materials.

- h. Acceptability of substrates.

#### 1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Site at regular intervals. Notify the Owner and the Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

#### 1.5 COORDINATION MEETINGS

- A. Conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special preinstallation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor *after award of the Contract are considered to be requests for substitutions.*
  - 1. The following are not considered to be requests for substitutions:
    - a. Substitutions requested during the bidding or pricing period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
    - b. Revisions to the Contract Documents requested by the Owner or Architect.
    - c. Specified options of products and construction methods included in the Contract Documents.
    - d. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
  - 2. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 3. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

## 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
    - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
    - k. Cost information, including a proposal of change, if any, in the Contract Sum.
    - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
    - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

- b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:



- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

**SECTION 013000 - SUBMITTALS**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Shop Drawings.
  - 3. Product Data.
  - 4. Samples.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
  - 2. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
  - 3. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
  - 4. Division 1 Section "Quality Control" specifies requirements for submittal of inspection and test reports.
  - 5. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

## 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay. Submit to the Architect for his approval.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
    - a. Allow 2 weeks for initial review by the Architect. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow 2 weeks for reprocessing each submittal.
    - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
  4. A submittal schedule shall be submitted with the first application. Schedule shall illustrate all Submittals and their time frames.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of the Contractor.
    - d. Name and address of the subcontractor.
    - e. Name and address of the supplier.
    - f. Name of the manufacturer.
    - g. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

#### 1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 15 days after the date established for "Commencement of the Work." Schedule shall be provided in a Suretrack Format.
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values." No activity shall extend beyond 15 days.
  2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
  4. Secure time commitments for performing critical elements of the Work from parties involved.

- Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
  6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
  7. Schedule shall include "Target Bars" illustrating the initial schedule.
  8. Provide Schedule on an electronic disk.
  9. Schedule shall reflect all milestone dates.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
- C. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

#### 1.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. **Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.** Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
  2. Identification of products and materials included by sheet and detail number.
  3. Compliance with specified standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement.
  6. Final Submittal: Submit 4 blue- or black-line prints; submit 6 prints where required for maintenance manuals. The Architect will retain 1 print and return the remainder.
  7. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

#### 1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.

- b. Compliance with trade association standards.
  - c. Compliance with recognized testing agency standards.
  - d. Application of testing agency labels and seals.
  - e. Notation of dimensions verified by field measurement.
  - f. Notation of coordination requirements.
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
  3. Submittals: Submit 4 copies of each required submittal; submit 6 copies where required for maintenance manuals. The Architect will retain one and will return the other marked with action taken and corrections or modifications required.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
    - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
    - b. Do not permit use of unmarked copies of Product Data in connection with construction.

## 1.7 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:
    - a. Specification Section number and reference.
    - b. Generic description of the Sample.
    - c. Sample source.
    - d. Product name or name of the manufacturer.
    - e. Compliance with recognized standards.
    - f. Availability and delivery time.
  2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
    - b. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.

3. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 4 sets. The Architect will return one set marked with the action taken.
  4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
1. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.
    - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

#### 1.8 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013000

**SECTION 014000 - QUALITY CONTROL**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by the Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

## 1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, Contractor shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
  - 1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
  - 2. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-

control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  3. The agency shall not perform any duties of the Contractor.
- D. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

#### 1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address, and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals making the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product and Specification Section.
    - h. Complete inspection or test data.
    - i. Test results and an interpretation of test results.
    - j. Ambient conditions at the time of sample taking and testing.
    - k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.



- l. Name and signature of laboratory inspector.
- m. Recommendations on retesting.

### 1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
  - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 014000

SECTION 014319 MOCKUPS

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Requirements for fabrication and erection of mockups, complete, as indicated and specified.
2. The purpose of the mockups is for the Contractor and subcontractors to demonstrate the quality of workmanship, quality of materials, finishes, the methods of assembly, and the performance testing of the mockups.
3. When review of mock-up may require revisions in design, the Owner and Architect will so advise the Contractor of such revisions in writing.

## B. Related Sections:

1. All sections for mockup work scheduled below.
2. 08 11 00 Steel Doors and Frames
3. 08 53 13 Vinyl Windows
4. 08 71 00 Door Hardware
5. 09 90 00 Painting

## 1.2 SUBMITTALS

- A. Shop Drawings: Submit complete shop and erection drawings for construction of the area indicated. Include sizing and spacing of each component, anchorage details, and provisions for attachment or insertion of associated Work. Include detailed description of each test procedure to be performed.
- B. Additional Submittal Data: Refer to specific specification Sections for additional submittal requirements.

## 1.3 QUALITY ASSURANCE

- A. Construct mockups in full size, with the same materials, methods, and workmanship that will be used for the Work.
- B. Following acceptance, mockups shall serve as standards of quality and appearance for the Work they represent.
- C. Mockups will remain in place after approval by Owner and Architect.

## 1.4 JOB CONDITIONS

- A. Schedule construction and review of mockups to avoid delaying the progress of the Work.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Materials and finishes for mockups shall be as specified in individual Specifications Sections.

## FABRICATION

- B. Fabricate and install mockups in full size, with the same materials, methods, and workmanship that will be used for the Work.
- C. Fabricate mockups as scheduled below. Mock-ups shall be complete with all components of the assembly, including framing system, windows, glazing, sealants, finishes, and all other items required.
- D. With the Owner and Architect's prior approval, mockups will be incorporated into the work.

## PART 3 - EXECUTION

## 3.1 MOCKUPS

- A. General: Provide listed below and as indicated in specific specification section.
  - 1. Give ample advance notice of time and place for mockup review.
- B. Design Criteria: As specified under appropriate Sections.
- C. Mockups. Refer to Drawing Sheet G000 for Schedule of Mockups.

## 3.2 REVIEW AND ACCEPTANCE

- A. Upon completion of each mock-up, notify Architect and Owner's Representative and make arrangements for review and testing. Provide at least 3 working days after notification for review and comment. The Architect, and Owner's representative will provide comments and approval.
- B. Modify, redo, and add to mock-up as directed.
- C. Do not proceed with installation of any material or product incorporated in a mock-up until mock-up is reviewed and accepted by Architect and Owner.

## 3.3 PROTECTION AND MAINTENANCE

- A. General:
  - 1. Following acceptance, mockups shall serve as a minimum standard of quality and appearance for the final completed installation of the work it represents.
  - 2. Protect and maintain mockups in a clean, undamaged condition, as acceptable to the Owner and Architect, until such time as they are either incorporated in the Work or removed from the site.

## MOCK UPS

3. Accepted mockups shall not be incorporated into the Project unless specifically authorized in writing by the Architect.

3.4 REMOVAL

- A. Any portions of mockups that are not approved for incorporation into the work shall become the Contractor's property and shall be removed from the site by the Contractor when so directed by the Owner and Architect.

END OF SECTION

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Temporary electric power and light.
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds.
  - 2. Temporary project identification signs and bulletin boards.
  - 3. Waste disposal services.
  - 4. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Temporary fire protection.
  - 2. Environmental protection.

## 1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, fire department, and rescue squad rules.
  - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
  - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."

- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### 1.4 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- C. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- D. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
  - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- C. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

### 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
  - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, temporary fire-protection facilities, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
  - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

### 3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the Contractor's property.

END OF SECTION 015000



SECTION 016000 - MATERIALS AND EQUIPMENT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

## 1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
    - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
  - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

## 1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
  - 1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
  - 1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.

## 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  - 6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
  - 7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
  - 1. Proprietary Specification Requirements: Where specification sections name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
  - 2. Semiproprietary Specification Requirements: Where specifications sections name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.

- a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
3. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
4. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.
5. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.
6. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 016000

SECTION 017000 - CONTRACT CLOSEOUT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

## 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings, maintenance manuals, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.

9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

A. Before requesting final inspection for certification of final acceptance and final payment, complete the following.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit consent of surety to final payment.
4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.

1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

#### 1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.

3. Note related change-order numbers where applicable.
  4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  3. Note related record drawing information and Product Data.
  4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
- E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect for the Owner's records.
- F. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions.
  2. Spare parts list.
  3. Copies of warranties.
  4. Wiring diagrams.
  5. Recommended "turn-around" cycles.
  6. Inspection procedures.
  7. Shop Drawings and Product Data.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls."
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
  - a. Remove labels that are not permanent labels.
  - b. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  - c. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean light fixtures and lamps.
  - d. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.
  
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
  
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
  1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 017000

**SECTION 066000 - VINYL SHUTTERS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Exterior shutters.
- B. Exterior shutter hardware.

**1.2 RELATED SECTIONS**

- A. Section 09 90 00 - Painting and Coating.

**1.3 SUBMITTALS**

- A. Submit under provisions of Section 01 30 00 - Submittals.
- B. Shop Drawings: Show materials, layout, dimensions, profiles, fasteners and anchors, hardware, finishes, and interface with adjacent construction.
- C. Open Louver Shutter : Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

**1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to site in manufacturer's original, unopened packaging, with labels clearly identifying product name and manufacturer.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Store materials in a clean, dry area in accordance with manufacturer's instructions.
- D. Protect materials during handling and installation to prevent damage.

**1.5 PROJECT CONDITIONS**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under envi-



ronmental conditions outside manufacturer's absolute limits.

## 1.6 WARRANTY

- A. Provide with a limited lifetime warranty against cracking, splitting or fading.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer or equal: Mid-America Siding Components.
- B. Requests for substitutions will be considered.

### 2.2 SHUTTERS

- A. Standard Open Louver Shutters: Open Louver Shutters injection molded of maintenance-free, UV-stabilized polypropylene copolymer with molded-through color.
  - 1. Width:
    - a. 14-1/2 inch.
  - 2. Length:
    - a. 64 inch – General Contractor to field verify existing building window heights prior to ordering shutters.
  - 3. Colors to be selected by Architect and Owner.

### 2.3 Shutter Accessories

- A. Fasteners:
  - 1. Shutter-Lok fasteners, 3 inches (76 mm) long, color coordinated with shutter colors. Suitable for any surface.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Commencement of work will imply acceptance of substrate.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surface using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Paint in accordance with manufacturer's recommended instructions. Contact manufacturer for recommended paint and shutter surface preparation.

### 3.4 PROTECTION

- A. Protect installed products from damage by weather and other work until Date of Substantial Completion.
- B. Touch-up and repair damaged products before Date of Substantial Completion.

END OF SECTION 066000

## SECTION 074600 - SIDING

### 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. **Fiber-cement** siding.
  - 2. **Vinyl** soffit.

#### 1.3 SUBMITTALS

- A. Samples for Verification: **For each type, color, texture, and pattern required.**
  - 1. 12-inch- long-by-actual-width Sample of siding.
  - 2. 12-inch- long-by-actual-width Sample of soffit.

#### 1.4 QUALITY ASSURANCE

- A. Labeling: Provide fiber-cement siding that is tested and labeled according to ASTM C 1186 by a qualified testing agency acceptable to authorities having jurisdiction.
- B. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in a dry, well-ventilated, weathertight place.

#### 1.6 COORDINATION

- A. Coordinate installation with flashings and other adjoining construction to ensure proper sequencing.

#### 1.7 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish full lengths of **siding and soffit** including related accessories, in a quantity equal to 2 percent of amount installed.

## PART 2 - PRODUCTS

## 2.1 FIBER-CEMENT SIDING

- A. General: ASTM C 1186, Type A, Grade II, fiber-cement board, noncombustible when tested according to ASTM E 136; with a flame-spread index of 25 or less when tested according to ASTM E 84.
1. Basis-of-Design Product: Subject to compliance with requirements, provide **siding by James Hardie** or comparable product by one of the following:
    - a. CertainTeed Corp.
    - b. GAF Materials Corporation.
  2. Horizontal Pattern: Equal to James Hardie, Hardie Plank, Smooth, sizes as indicated on drawings x 5/16" thick.
  3. Vertical Pattern: Equal to James Hardie, Hardie Battens, sizes and spacing as indicated on drawings.
  4. Factory Priming: Manufacturer's standard acrylic primer.

## 2.2 VINYL SOFFIT

- A. General: Integrally colored vinyl soffit complying with ASTM D 4477.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Noradex Reynolds, lanced Double vinyl soffit, or comparable product by one of the following:
    - a. Alcoa Home Exteriors, Inc.
    - b. Alside.
    - c. CertainTeed Corp.
    - d. Crane Performance Siding.
    - e. Gentek Building Products, Inc.
    - f. Heartland Building Products.
    - g. Kaycan Ltd.
    - h. Louisiana-Pacific Corporation.
    - i. Mitten Inc.
    - j. Owens Corning.
    - k. Resource Materials Corporation.
    - l. Rollex Corporation.
    - m. Royal Building Products.
    - n. Variform, Inc.

- B. Colors: As selected by Architect from manufacturer's full range of industry colors

## 2.3 ACCESSORIES

- A. Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.
1. Provide accessories **matching color and texture** of adjacent siding unless otherwise indicated.
  2. "Miratec" treated exterior composite trim is an acceptable trim product for the fiber-cement siding, shingles or soffit products of different manufacturers.

- B. Vinyl Accessories: Integrally colored vinyl accessories complying with ASTM D 3679 except for wind-load resistance. Provide soffit manufacturer's standard perimeter fasteners as required.
- C. Flashing: Provide **aluminum** flashing complying with Division 07 Section "Sheet Metal Flashing and Trim" at window and door heads and where indicated.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of **siding and soffit** and related accessories.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

#### 3.3 INSTALLATION

- A. General: Comply with **siding and soffit** manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
  - 1. Do not install damaged components.
  - 2. Center nails in elongated nailing slots without binding siding to allow for thermal movement.
- B. Install fiber-cement **siding** and related accessories.
- C. Install joint sealants as specified in Division 07 Section "Joint Sealants" and to produce a weathertight installation.

#### 3.4 ADJUSTING AND CLEANING

- A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.
- B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

END OF SECTION 074600

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 OF WORK

- A. Submittals: Submit manufacturers catalog data and color samples on each type of material to be employed.

## 1.3 APPLICATION

- A. Apply only to clean and dry surfaces during dry weather, when temperature is 50 degrees F or above. Finish all beads with slight recess; do not allow face to project beyond adjacent surface.

## 1.4 CLEANING

- A. Upon completion remove all excess material (including any staining) from adjoining surfaces. Employ solvents recommended by sealant manufacturer.

## 1.5 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
  - 1. Joint Locations:
    - a. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
    - b. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Acrylic latex.
  - 3. Joint-Sealant Color: White.

## PART 2 - PRODUCTS

## 2.1 EXTERIOR SEALANT MATERIAL

- A. Material shall be Sonolastic NP-1 or Sonneborn SL1 and SL2 two-part polyurethane sealant

or products by Pecora, Tremco or Dow. Use product specifically recommended by manufacturer for location to be sealed. All manufacturers shall provide warranties as specified. All applications shall be compatible with adjacent materials, using proper primers when necessary. Manufacturer shall be responsible for determining compatibility of materials. He shall conduct tests where he suspects incompatibility. Upon determining incompatibility, he shall make recommendations for the substitution of alternate products.

1. Color: Standard colors as selected.
2. Store compound in area heated to 70 degrees F if exterior temperature is below 60 degrees F.

## 2.2 TYPICAL INTERIOR CAULKING

- A. Scope: Apply along juncture where all trim, base, door frames, etc. contacts masonry or any other slightly irregular surfaces to accomplish desired finishing.
- B. Material: Tremco Acrylic Latex, Pecora AC-20 Acrylic Latex or Bostik Chem-Calk 600 acrylic latex caulking compound as approved.
- C. Application: Rake out and clean joints and crevices. Where deeper than 3/4", partially fill with foam backer compatible with sealant. Then fill solid with compound forced into place with gun under pressure. Neatly tool surface. At painted surfaces apply after priming coat but before finish coat.
- D. Crevices indicated to receive caulking shall be formed by masonry and Carpentry Trades, and shall be rectangular in shape 1/4" to 3/8" wide, 1/2" deep.
- E. Door and Window Perimeters: Door and window perimeters and air gaps in all surrounding framing shall be sealed with a non-expanding foam product. "Daptex" Latex Multi-Purpose Insulating Foam Sealant or "Touch 'n Seal No Warp" by Convenience Products will be accepted.

## 2.3 SPECIAL APPLICATIONS

- A. Joints Subject To High Temperature: Employ sealant meeting FS TT-S-1543, Class B, and recommended for said use.

## PART 3 - EXECUTION

### 3.1 LOCATIONS, EXTERIOR:

- A. Phasing:
  1. At painted surface apply after priming coat but before finish coat. At masonry joints apply after mortar is well cured.
    - a. Allow sealant to cure as recommended by manufacturer (2 days to 3 weeks) before coating.

- B. Application of typical exterior sealant shall include (but is not necessarily limited to) the following locations:
1. At both interior and exterior joints and recesses formed where frames and subsills of windows, doors, louvers, vents and the like adjoin other materials in exterior walls.
  2. Joints or recesses on exterior of building (including locations not specifically shown or specified) where sealing is required to prevent infiltration of water, moisture and wind into building construction.
  3. Juncture of masonry with different materials such as metal, etc.
  4. Exterior face of control joints in exterior masonry walls.
  5. Openings where items pass through exterior walls.
  6. Metal-to-metal joints where sealing is shown or specified.
  7. Bottoms of exterior doorway frames.
  8. Where sealant is indicated and a special application is not required hereunder or in another Section.

### 3.2 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.
  - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.3 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.

### 3.4 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, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.5 JOINT PREPARATIONS, EXTERIOR

- A. Verify that joints are completely dry, that mortar is well cured. Remove loose particles of mortar and any extraneous matter. Make joint surfaces absolutely clean using brush, air gun, or Xylol. Verify that no curing compounds, protective coatings, form release agents, etc. are present and will be detrimental to joint bonding.
- B. Prime porous and coated surfaces if and as recommended by manufacturer (or test application), before joint packing is installed. Prime coat shall be uniform and completely cover all such surfaces to be bonded.
- C. Install joint packing to produce a compound depth equal to 1/2 the width, but not less than 1/4" nor more than 1/2". Joint packing shall be strips of synthetic sponge or foam of type recommended by sealant manufacturer, or sufficient size and density to fit tightly and maintain its position in the joint without stretching.
- D. Sealant shall bond only to the two opposing faces. Where space for joint packing does not exist, employ a bond breaker tape of type recommended by sealant manufacturer. Report such joints that will not produce a 1/4" depth.
- E. Unless specific permission is obtained, tape facing surface adjacent to joints before applying sealing compounds. Remove tape immediately after joints have been sealed and tooled.

END OF SECTION 07 92 00

## SECTION 081100 - STEEL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes steel doors and frames.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 8 Section "Door Hardware" for door hardware and weatherstripping.
  - 2. Division 9 Section "Painting" for field painting primed doors and frames.

#### 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of door and frame specified, including details of construction, materials, dimensions, hardware preparation, core, label compliance, sound ratings, profiles, and finishes.
- C. Shop Drawings showing fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.
- D. Door Schedule: Submit schedule of doors and frames using same reference numbers for details and openings as those on Contract Drawings.

#### 1.4 QUALITY ASSURANCE

- A. Provide doors and frames complying with ANSI/SDI 100 "Recommended Specifications for Standard Steel Doors and Frames" and as specified.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
- B. Inspect doors and frames on delivery for damage. Minor damages may be repaired provided refinished items match new work and are acceptable to Architect; otherwise, remove and replace

damaged items as directed.

- C. Store doors and frames at building site under cover. Place units on minimum 4-inch- high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber. If cardboard wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch spaces between stacked doors to promote air circulation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 0. Steel Doors and Frames:
    - a. Amweld Building Products, Inc.
    - b. Benchmark Commercial Doors.
    - c. Ceco Door Products.
    - d. Steelcraft.

### 2.2 MATERIALS

- A. Hot-Rolled Steel Sheets and Strip: Commercial-quality carbon steel, pickled and oiled, complying with ASTM A 569
- B. Cold-Rolled Steel Sheets: Carbon steel complying with ASTM A 366 commercial quality, or ASTM A 620 drawing quality, special milled.
- C. Galvanized Steel Sheets: Zinc-coated carbon steel complying with ASTM A 526 commercial quality, or ASTM A 642 drawing quality, hot-dip galvanized according to ASTM A 525, with A 60 or G 60 coating designation, mill phosphatized.
- D. Supports and Anchors: Fabricated from not less than 0.0478-inch- thick steel sheet; 0.0516-inch-thick galvanized steel where used with galvanized steel frames.
- E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where items are to be built into exterior walls, hot-dip galvanize complying with ASTM A 153, Class C or D as applicable.

### 2.3 DOORS

- A. Steel Doors: Provide 1-3/4-inch- thick doors of materials and ANSI/SDI 100 grades and models specified below, or as indicated on Drawings or schedules:
  - 0. Exterior Doors: Grade III, extra heavy-duty, Model 2, seamless design, minimum 0.0635-inch-thick galvanized steel sheet faces.
  - 2. Glass lite: Provide (half-circle) sunburst 1/4" glass lite in exterior doors.

## 2.4 FRAMES

- A. Provide metal frames for doors, and other openings, according to ANSI/SDI 100, and of types and styles as shown on Drawings and schedules. Conceal fastenings, unless otherwise indicated. Fabricate frames of minimum 0.0478-inch- thick cold-rolled steel sheet.
  - 0. Fabricate frames with mitered or coped and continuously welded corners.
  - 1. Fabricate frames for interior openings over 48 inches wide from 0.0598-inch- thick steel sheet.
  - 2. Form exterior frames from 0.0635-inch- thick galvanized steel sheet.

## 2.5 FABRICATION

- A. Fabricate steel door and frame units to be rigid, neat in appearance, and free from defects, warp, or buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site. Comply with ANSI/SDI 100 requirements.
  - 1. Clearances: Not more than 1/8 inch at jambs and heads, except not more than 1/4 inch between non-fire-rated pairs of doors. Not more than 3/4 inch at bottom.
- B. Fabricate exposed faces of doors and panels, including stiles and rails of nonflush units, from only cold-rolled steel sheet.
- C. Tolerances: Comply with SDI 117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- D. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold- or hot-rolled steel sheet.
- E. Galvanized Steel Doors, Panels, and Frames: For the following locations, fabricate doors, panels, and frames from galvanized steel sheet according to SDI 112. Close top and bottom edges of doors flush as an integral part of door construction or by addition of minimum 0.0635-inch- thick galvanized steel channels, with channel webs placed even with top and bottom edges. Seal joints in top edges of doors against water penetration.
  - 1. At exterior locations and where indicated.
- F. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- G. Thermal-Rated (Insulating) Assemblies: At exterior locations and elsewhere as shown or scheduled, provide doors fabricated as thermal-insulating door and frame assemblies and tested according to ASTM C 236 or ASTM C 976 on fully operable door assemblies.
- H. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements of SDI 107 and ANSI A115 Series specifications for door and frame preparation for hardware.
- I. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- J. Locate hardware as indicated on Shop Drawings or, if not indicated, according to the Door and Hardware Institute's (DHI) "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

## 2.6 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations relative to applying and designating finishes.
- B. Comply with SSPC-PA 1, "Paint Application Specification No. 1," for steel sheet finishes.
- C. Apply primers to doors and frames after fabrication.

## 2.7 GALVANIZED STEEL SHEET FINISHES

- A. Surface Preparation: Clean surfaces with nonpetroleum solvent so that surfaces are free of oil or other contaminants. After cleaning, apply a conversion coating of the type suited to the organic coating applied  
  
over it. Clean welds, mechanical connections, and abraded areas, and apply galvanizing repair paint specified below to comply with ASTM A 780.
  - 1. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in galvanized steel, with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035 or SSPC-Paint 20.
- B. Factory Priming for Field-Painted Finish: Where field painting after installation is indicated, apply air-dried primer specified below immediately after cleaning and pretreatment.
  - 1. Shop Primer: Zinc-dust, zinc-oxide primer paint complying with performance requirements of FS TT-P-641, Type II.

## 2.8 STEEL SHEET FINISHES

- A. Surface Preparation: Solvent-clean surfaces to comply with SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel to comply with SSPC-SP 5 (White Metal Blast Cleaning) or SSPC-SP 8 (Pickling).
- B. Pretreatment: Immediately after surface preparation, apply a conversion coating of type suited to organic coating applied over it.
- C. Factory Priming for Field-Painted Finish: Apply shop primer that complies with ANSI A224.1 acceptance criteria, is compatible with finish paint systems indicated, and has capability to provide a sound foundation for field-applied topcoats. Apply primer immediately after surface preparation and pretreatment.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Install steel doors, frames, and accessories according to Shop Drawings, manufacturer's data, and as specified.

- B. Placing Frames: Comply with provisions of SDI 105, unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
  - 1. Place frames before constructing enclosing walls and ceilings.
- C. Door Installation: Fit hollow metal doors accurately in frames, within clearances specified in ANSI/SDI 100.

### 3.2 ADJUSTING AND CLEANING

- A. Prime Coat Touchup: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
- B. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.

END OF SECTION 08110

## SECTION 085313 - VINYL WINDOWS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Vinyl double hung window complete with hardware, glazing, GBG (grills between the glass), weather strip, half screen, and standard or specified anchors, trim and attachments.

#### 1.2 RELATED SECTIONS

- A. Section 01 25 00—Submittal Procedures: Shop Drawings, Product Data, and Samples.
- B. Section 07 92 00—Joint Sealants: Sill sealant and perimeter caulking
- C. Section 09 90 00—Paints and Coatings: Paint or stain other than factory applied finish

#### 1.3 SYSTEM DESCRIPTION

- A. Design and Performance Requirements:
  - 1. Window units shall be designed to comply with AAMA/NWWDA 101/I.S.2-97
    - a. Double Hung:
      - 1. HR50 – 35" X 71" test size
    - b. Glass must be able to be re-glazed in the field without the requirement of special tools

#### 1.4 SUBMITTALS

- A. Shop Drawings: Submit shop drawings under provisions of Section 01 33 23.
- B. Product Data: Submit catalog data under provisions of Section 01 33 23.
- C. Samples:
  - 1. Submit corner section under provisions of Section 01 33 23.
  - 2. Include glazing system, quality of construction, and specified finish.
- D. Quality Control Submittals: Submit manufacturer's certifications indicating compliance with specified performance and design requirements under provisions of Section 01 33 23.

#### 1.5 QUALITY ASSURANCE

- A. Code Requirements:
  - 1. WOCD - Window fall prevention and window opening control device requirements

#### 1.6 DELIVERY

- A. Comply with provisions of Section 01 65 00.

- B. Deliver in original packaging and protect from weather.

#### 1.7 STORAGE AND HANDLING

- A. Store window units in an upright position in a clean and dry storage area above ground and protect from weather under provisions of Section 01 60 00.

#### 1.8 WARRANTY

- A. Windows shall be warranted to be free from defects in manufacturing, materials, and workmanship for a period of ten (20) years from purchase date.
- B. Window glass shall be warranted to be free from defects in manufacturing, materials and workmanship for a period of twenty (20) years from the purchase date.
- C. Window locks, keepers, latches, lifts, weather stripping, balances and screen frames shall be warranted to be free from defects in manufacturing, materials and workmanship for a period of one (1) year from purchase date.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURED UNITS

- A. Basis-of-Design: Southern Rose Series 6010 Double Hung Window as manufactured by MGM Industries, Hendersonville, Tennessee and distributed by Dale Inc. of Alabama Inc. 205 470 0252 or equal.
- B. The following manufacturers may be considered provided they comply with the design and performance requirements of the Bid Documents:
  - 1. Sierra Pacific Windows
  - 2. MI Windows
- C. Color: Manufacturer's Taupe or Tan, depending on window manufacturer selected.

#### 2.2 FRAME DESCRIPTION

- A. Main frame shall be a multi-chambered design constructed of extruded, high impact resistant and UV stabilized, rigid polyvinyl chloride (PVC) and shall incorporate an integral brick-mold.
- B. Typical wall for extruded frame shall be .062"
- C. Brick mold shall be a two wall cavity (full 180) design with a minimum 2 1/4" exterior face
- D. Main frame head and jamb shall have a 1 1/4" pre-punched nail fin
- E. Jamb to sill shall be processed and mechanically fastened to a 5 degree slope sill



- F. All screws and fastening devices shall be coated with Zinc or Cadmium in conformance with ASTM B 633-85 (1994) and / or ASTM B 766-86 (1993)
- G. Frame width: 2 15/16" inches
- H. Jamb depth: 1 13/16" inches

### 2.3 SASH DESCRIPTION

- A. Sash components shall be a multi-chambered design constructed of extruded, high impact resistant and UV stabilized, rigid polyvinyl chloride (PVC)
- B. Typical wall for extruded frame shall be .062" or as indicated on the individual extrusion die drawings
- C. All screws and fastening devices shall be coated with Zinc or Cadmium in conformance with ASTM B 633-85 (1994) and / or ASTM B 766-86 (1993)
- D. Composite sash thickness: 1 5/8" inches
- E. Equal sash Style.
- F. Sash shall tilt to interior for cleaning or removal.

### 2.4 GLAZING

- A. Glass is interior wet glazed into the sash. Vent is tilt type, chop, processed and mechanically fastened
- B. Glass shall be overall 3/4" thick sealed insulating unit, using warm edge spacer technology
- C. Glass type: Low E 366 'U'-value 0.35 SHGC .25
- D. Integral 7/8" GBG muntins shall be provided in pattern shown on drawings

### 2.5 FINISH

- A. All window members shall have be integral tan finish.

### 2.6 HARDWARE

- A. Balance System: Coil spring block and tackle with nylon cord, glass filled nylon shoe and zinc locking mechanism.
- B. Sash Lock: High pressure zinc die-cast cam lock and keeper.
  - 1. Finish: Color match to interior
  - 2. Two locks on units
- C. Bottom Tilt Latches: Ergonomic tilt latches attached to the upper corners of the bottom sash for easy tilting and sash removal.

## 2.7 WEATHER STRIP

### A. Frame Weather strip

1. All window gaps between main frame and sash members shall be weather-stripped to prevent air infiltration.
2. Weather-strip shall be a poly pile type with an integral polyethylene fin and shall conform to AAMA 701-92 and 702-92

## 2.8 INSECT SCREEN

### A. Factory installed half screen.

1. Screen mesh, 18 by 16: Charcoal fiberglass.
2. Screen frame, 5/16" x 3/4" roll formed aluminum, color matched to exterior finish of window
3. Screens shall conform to ANSI/AAMA 1004-1987

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verification of Conditions: Before Installation, verify openings are plumb, square, and of proper dimension as required. Report frame defects or unsuitable conditions to the General Contractor before proceeding.
- B. Acceptance of Conditions: Beginning of installation confirms acceptance of existing conditions.

### 3.2 INSTALLATION

- A. Assemble and install window unit according to manufacturer's instructions and reviewed shop drawings.
- B. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.
- C. Install accessory items as required.
- D. Use finish nails to apply wood trim and moldings.

### 3.3 CLEANING

- A. Remove visible labels and adhesive residue according to manufacturer's instructions.
- B. Leave windows and glass in a clean condition. Final cleaning as required in Section 01 70 00.

3.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect windows from damage by chemicals, solvents, paint, or other construction operations that may cause damage.

END OF SECTION 085313

SECTION 087100 – DOOR HARDWARE

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
  - 1. Swinging doors.
  - 2. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
  - 1. Cylinders specified for doors.
- C. Related Sections:
  - 1. Division 01 Section "Summary of Work".
  - 2. Division 08 Section "Steel Doors and Frames".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
  - 1. ICC/IBC - International Building Code.
  - 2. NFPA 101 - Life Safety Code.
  - 3. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards:
  - 1. ANSI/BHMA Certified Product Standards - A156 Series

## 1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."

2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
  3. Content: Include the following information:
    - a. Type, style, function, size, label, hand, and finish of each door hardware item.
    - b. Manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for door hardware.
    - g. Door and frame sizes and materials.
    - h. Warranty information for each product.
  4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- D. Informational Submittals:
1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.
- 1.4 QUALITY ASSURANCE
- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
  - B. Installer Qualifications: A minimum 3 years documented experience installing standard door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
  - C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both standard hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct

distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning standard door hardware and keying.

- D. Source Limitations: Obtain each type and variety of door hardware specified from a single source unless otherwise indicated.
- E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
  - 1. Function of building, purpose of each area and degree of security required.
  - 2. Plans for existing and future key system expansion.
  - 3. Requirements for key control storage and software.
  - 4. Installation of permanent keys, cylinder cores and software.
  - 5. Address and requirements for delivery of keys.
- G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
  - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
  - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
  - 3. Review sequence of operation narratives for each unique access controlled opening.
  - 4. Review and finalize construction schedule and verify availability of materials.
  - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. General Contractor to include turn-key door and hardware installation including permanent keys, cylinders, cores and related accessories. Instructions for keying locks shall be coordinated with the Owner at the "Keying Conference".

## 1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

## 1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
  - 1. Structural failures including excessive deflection, cracking, or breakage.
  - 2. Faulty operation of the hardware.
  - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
  - 1. Ten years for mortise locks and latches.

## 1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

## PART 2 - PRODUCTS

### 2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

## 2.2 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.
  1. Quantity: Provide the following hinge quantity:
    - a. Two Hinges: For doors with heights up to 60 inches.
    - b. Three Hinges: For doors with heights 61 to 90 inches.
    - c. Four Hinges: For doors with heights 91 to 120 inches.
  2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
    - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
    - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
  3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
    - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
  4. Hinge Options: Comply with the following:
    - a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
  5. Manufacturers:
    - a. Hager Companies (HA) - CB Series.
    - b. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK) - TA Series.
    - c. Stanley Hardware (ST) - CB Series.

## 2.3 DOOR OPERATING TRIM

- A. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.



1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
5. Manufacturers:
  - a. Hiawatha, Inc. (HI).
  - b. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
  - c. Trimco (TC).

## 2.4 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets, unless otherwise indicated.
- C. Cylinders: Original manufacturer cylinders complying with the following:
  1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
  2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
  3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
  4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
  5. Keyway: Match Facility Standard.
- D. Keying System: Each type of lock and cylinders to be factory keyed.
  1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
  2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
  3. New System: Key locks to a new key system as directed by the Owner.
- E. Key Quantity: Provide the following minimum number of keys:
  1. Change Keys per Cylinder: Two (2)
  2. Master Keys (per Master Key Level/Group): Five (5).
  3. Construction Keys (where required): Ten (10).
- F. Key Registration List (Bitting List):
  1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.

2. Provide transcript list in writing or electronic file as directed by the Owner.

## 2.5 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
  1. Flat-Lip Strikes: For locks with three-piece antifriction latch bolts, as recommended by manufacturer.
- B. Standards: Comply with the following:
  1. Strikes for Mortise Locks and Latches: BHMA A156.13.
  2. Strikes for Bored Locks and Latches: BHMA A156.2.
  3. Strikes for Auxiliary Deadlocks: BHMA A156.36.

## 2.6 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
  1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
  2. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.
  3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use.
  4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
  5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
  6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.
  1. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - DC8000 Series.

- b. Norton Door Controls (NO) – 9500 Series.
- c. Sargent Manufacturing (SA) - 281 Series.

## 2.7 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- C. Manufacturers:
  - 1. National Guard Products (NG).
  - 2. Pemko Products; ASSA ABLOY Architectural Door Accessories (PE).
  - 3. Reese Enterprises, Inc. (RE).

## 2.8 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

## 2.9 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

### 3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

### 3.3 INSTALLATION

- A. Where available, provide concealed fasteners for exposed hardware. Do not use through-bolts where exposed in other work, unless essential for reinforcement; then provide sleeves for through-bolts or use sex screws
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
  - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
- C. Thresholds: Set thresholds for exterior doors in full bed of sealant to completely fill concealed voids and exclude moisture from every source, complying with requirements specified in Division 7 Section "Joint Sealants." Remove excess sealant.
- D. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.
- E. Hardware will be subject to final inspection after installation at job site. Any items disclosed by this inspection which have been substituted without proper approval and any items not in compliance with the hardware schedule bearing Architect's review stamp, shall be removed and replaced with acceptable hardware. All such replacement costs and expenses shall be borne by the Contractor including the cost of repair or replacement of adjacent construction affected thereby.

### 3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

### 3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended.

## 3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

## 3.7 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
- B. The supplier is responsible for handing and sizing all products and providing the correct option for the appropriate door type and material where more than one is presented in the hardware sets. Quantities listed are for each pair of doors, or for each single door.
- C. Manufacturer's Abbreviations:

SECTION 099100 - PAINTING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY OF WORK

- A. Include all surfaces required for complete and finished job. Work shall include but is not necessarily limited to the following:
  - 1. Typical exterior siding, trim and metal surfaces.

## 1.3 QUALITY OF WORK

- A. First class work in all respects. The number of coats specified is the minimum required; the Contractor shall gauge thickness of coats, or provide additional coats, to produce hiding, color depth, scheduled gloss and to comply with manufacturer's recommendations.

## 1.4 ACCEPTANCE OF SURFACES

- A. Do not begin until surfaces are in proper condition. Report deficiencies. Assume responsibility for finish surfaces after application of prime coat.

## 1.5 COLORS

- A. Color schedule will be furnished by Architect, made up where possible from standard color chips of manufacturer chosen. However, selection will not necessarily be limited to any single manufacturer's stock colors, nor by the number of colors selected for any area. Upon request, prepare sample paddles of selected colors, and assist Architect in illustrating color selections to the Owner.

## PART 2 - PRODUCTS

## 2.1 ACCEPTABLE MANUFACTURERS

- A. Top Grade Product of Glidden Professional, Devoe Coatings, Benjamin Moore, Pittsburgh, and Sherwin-Williams. Where particular types or brands are mentioned, verify before bidding that a comparable product is available from any chosen manufacturer. Use same brand of paint, stain, varnish, etc., on any one phase of work throughout project.

## PART 3 - EXECUTION

## 3.1 GENERAL

- A. Temperature, Etc.: Do no exterior painting in direct sun, during wet weather or when

temperature is below 50 degrees F. Maintain building interior continuously at 65 degrees F. or above during entire period of painting work. Building shall be broom clean before work is started.

- B. Application: Per manufacturer's directions. All work by skilled mechanics. Spread evenly and smoothly, flowing without runs, drops, sagging, brush or roller marks. Keep material free of lumps, skins and foreign matter, well stirred while being applied. Allow each coat to dry thoroughly before a successive coat is applied. Cut in neatly around glass and at other edges where materials or colors change.
- C. Spot Finishing: Not allowed; refinish whole walls or ceilings where work is damaged or is unsatisfactory.
- D. Hardware, Etc: Remove (together with device plates and similar items) and replace after painting work is completed.
- E. Cleaning: After completion of work, clean off all paint spots and stains from floors, woodwork, exposed brick, glass, metal, hardware, etc., leaving building in perfect condition.
- F. Protection: Avoid spattering or otherwise damaging vegetation, walks and all surfaces inside and outside the building. Utilize drop cloths as necessary.

### 3.2 PREPARATION OF SURFACES

- A. Surfaces shall be clean, dry, smooth, free of dust, scratches, hammer, planer marks, or any material which will adversely affect adhesion or appearance of finish.
- B. Ferrous Surfaces: Wash with mineral spirits to remove dirt and grease. Sand scratches, welds, and rust spots to the base metal and touch up with metal primer. Thereafter lightly sand the entire surface as for woodwork. Treat galvanized surfaces with compound designed for that purpose.
- C. Metal Doors: Seal top and bottom edges with 2 coats after fitting. Unless factory sealed, protect doors with sealer coat before hanging. Apply first (sealer) coat on each face at essentially the same time.

## PART 4 - SCHEDULE OF APPLICATIONS

### 4.1 PAINTING SCHEDULE

- A. Catalog numbers below are from Glidden Professional and Devoe Coatings unless noted otherwise.
  - 1. Verify with Owner the sheen level to be used for each product prior to painting.

#### EXTERIOR PAINTING SCHEDULE:

Exterior Iron & Steel:

Prime: (Touch Up)                      Devoe Coatings, DevGuard 4160, Multi Purpose Tank &  
Structural Primer, Alkyd Primer.

Intermediate: Devoe Coatings, Devthane, 378, Polyurethane Semi-Gloss Enamel. Finish: Devoe Coatings, Devthane 378, Polyurethane Semi-Gloss Enamel.

Exterior Galvanized Iron & Steel:

Prime: (Touch Up) Devoe Coatings, DevGuard 4160, Multi Purpose Tank & Structural Primer, Alkyd.  
Intermediate: Devoe Coatings, Devthane, 378, Polyurethane Semi-Gloss Enamel. Finish: Devoe Coatings, Devthane, 378, Polyurethane Semi-Gloss Enamel.

Exterior Cementitious Siding and Trim:

Prime (Touch Up): Prime scratched or repaired areas prior to painting finish coat. Intermediate: Glidden Professional, Ultra-Hide 150, GP 2416V, Exterior Latex  
Semi-Gloss Enamel.  
Finish: Glidden Professional, Ultra-Hide 150, GP 2416V, Exterior Latex Semi-Gloss Enamel.

END OF SECTION 099100



# MHA GIBBS EAST & WEST RE-CLADDING

2025 TERMINAL RD, MONTGOMERY, AL 36108

1701 TERMINAL ROAD, MONTGOMERY, AL 36108



## EXHIBIT A



### GENERAL NOTES

1. CONTRACTOR AND SUBCONTRACTORS SHALL VISIT PROPERTY TO VERIFY EXISTING CONDITIONS. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO SUBMITTING A PRICE OR BID.
2. WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STATE AND LOCAL AUTHORITIES HAVING JURISDICTION, INCLUDING APPLICABLE BUILDING CODES AND ORDINANCES.
3. CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE ALL ARCHITECTURAL AND ENGINEERING DRAWINGS AND SPECIFICATIONS. CONTRACTOR TO NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. CONTRACTOR TO PROVIDE FINAL AS-BUILT SURVEY AND CONSTRUCTION DRAWINGS TO OWNER AND ARCHITECT.
5. MATERIALS AND EQUIPMENT REFERRED TO IN NOTES AND KEYNOTE LEGENDS SHALL BE NEW AND FURNISHED AND INSTALLED UNDER THE WORK OF THIS PROJECT UNLESS NOTED OTHERWISE AS EXISTING OR TO BE FURNISHED AND INSTALLED BY OWNER.
6. CONTRACTORS AND SUBCONTRACTORS SHALL EMPLOY SKILLED WORKMEN TO PERFORM ALL WORK IN ACCORDANCE WITH THE BEST STANDARDS OF WORK FOR ALL CATEGORIES OF WORK IN THE PROJECT.
7. CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE THEIR WORK WITH ALL OTHER SUBCONTRACTORS TO FACILITATE A SMOOTH WORK PROGRESSION.
8. CONTRACTOR AND SUBCONTRACTORS SHALL SECURE THE ARCHITECT'S APPROVAL OF SUBSTITUTIONS PRIOR TO INSTALLATION. ARCHITECT SHALL SUPPLY TO CONTRACTOR. SUBSTITUTIONS IN PROMPT ATTENTIVENESS TO THE PROGRESSION OF WORK.
9. CONTRACTOR SHALL OBTAIN AND PAY FOR REQUIRED PERMITS AND APPROVALS AND SHALL NOTIFY AND SCHEDULE REQUIRED INSPECTIONS AND APPROVALS WITH AUTHORITIES HAVING JURISDICTION.
10. CONTRACTOR SHALL PROVIDE AND MAINTAIN SUITABLE PROTECTION FOR EMPLOYEES AND THE PUBLIC AND OCCUPANTS DURING THE COURSE OF THE WORK, COMPLYING WITH APPLICABLE JOB SAFETY REGULATIONS.
11. CONTRACTORS SHALL REMOVE FROM THE SITE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM THEIR OPERATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE RESPONSIBLE FOR FEES ASSOCIATED WITH SAID REMOVALS AND DISPOSALS. SUBCONTRACTOR SHALL MAINTAIN THE PROJECT SITE IN A NEAT AND SAFE CONDITION AT ALL TIMES.
12. CONTRACTOR SHALL SUBMIT SAMPLES AND COLOR SELECTIONS TO ARCHITECT FOR APPROVAL.
13. CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO COMMENCING ANY CONSTRUCTION WORK AND SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT.
14. FINISH ACCESS PANELS IN WALLS AND CEILINGS WHERE SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING, OR ELECTRICAL EQUIPMENT IS REQUIRED. ACCESS PANELS SHALL BE FIRE RATED EQUAL TO SURFACE IN WHICH THEY OCCUR.
15. PROVIDE MOISTURE RESISTANT GYPSUM WALLBOARD AT 30 FEET O.C. OR PER MANUFACTURER'S RECOMMENDATIONS, OR PER SPECIFICATIONS, WHICHEVER IS MORE STRINGENT. WHERE POSSIBLE, LOCATE CONTROL JOINTS ABOVE DOOR FRAMES.
16. PROVIDE MOISTURE RESISTANT GYPSUM BOARD WHERE GYPSUM BOARD IS NOTED IN TOILETS, JANITORS CLOSETS, SHOWERS, TUBS, AND OTHER AREAS SUBJECT TO MOISTURE.

### PROJECT TEAM

**OWNER**  
MONTGOMERY HOUSING AUTHORITY  
525 SOUTH LAWRENCE STREET  
MONTGOMERY, AL 36104  
PROJECT CONTACT: WILLIAM STANDERFER  
EMAIL: WSTANDERFER@MHTODAY.ORG  
PHONE: 334-531-2628

**ARCHITECT**  
OCR ARCHITECTURE & INTERIORS  
2920 1ST AVENUE SOUTH  
BIRMINGHAM, AL 35233  
PROJECT CONTACT: ROMAN GARY  
EMAIL: ROMAN@OCRARCHITECTURE.COM  
PHONE: (205) 324-8864

### PROJECT DESCRIPTION

MONTGOMERY HOUSING AUTHORITY GIBBS VILLAGE EAST & GIBBS VILLAGE WEST RE-CLADDING

THE PROJECT INVOLVES NEW EXTERIOR FACADE CLADDING ON EXISTING APARTMENT BUILDINGS WITHIN THE GIBBS VILLAGE EAST & GIBBS VILLAGE WEST COMMUNITIES.

### DEMOLITION NOTES

1. SALVAGE, REMOVE AND PROTECT EXISTING BUILDING (FRONT) EXTERIOR DOORS FOR REUSE BY OWNER.
2. PROTECT EXISTING BUILDING REAR ENTRANCE DOORS/FRAMES TO REMAIN. REMOVE EXISTING SCREEN DOORS. FILL/SAND FLUSH HOLES IN FRAMES TO REMAIN AND REPAINT DOORS/FRAMES.
3. EXISTING WINDOW OPENINGS: EXTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL. FOR WINDOW BLINDS, PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.
4. PROTECT EXISTING CONSTRUCTION TO REMAIN, INCLUDING: FASCIA RAKE TRIM, PORCH COLUMNS/BASE, EXTERIOR WALLS AND EXISTING SITE UTILITIES - TYPICAL THROUGHOUT ALL BUILDINGS OF PROJECT AREA.
5. GENERAL CONTRACTOR TO FOLLOW APPLICABLE BUILDING CODES AND PERMITS.

### APPLICABLE CODES

2018 INTERNATIONAL BUILDING CODE  
2018 INTERNATIONAL FIRE CODE

### ALLOWANCES

ALLOWANCE NO. 1: CONSTRUCTION CONTINGENCY  
CONTRACTOR TO INCLUDE A 2% CONSTRUCTION CONTINGENCY AMOUNT IN CONSTRUCTION SUM FOR UNFORESEEN CONDITIONS, IF NOT USED, THE CONTINGENCY AMOUNT SHALL BE CREDITED BACK TO THE OWNER.

ALLOWANCE NO. 2: BRICK INFILL & RE-POINTING  
PROVIDE \$5,000.00 ALLOWANCE FOR BRICK INFILL AND RE-POINTING OF EXTERIOR GAPS IN EXISTING BUILDING WALLS.

ALLOWANCE NO. 3: WOOD FRAMING REPLACEMENT  
PROVIDE \$5,000.00 ALLOWANCE FOR REMOVAL AND REPLACEMENT OF EXISTING ROTTEN, DAMAGED AND DETERIORATED WOOD FRAMING.

### MOCK UPS

MOCKUP NO. 1: SINGLE-STORY BUILDING  
AT AN APARTMENT BUILDING DESIGNATED BY MONTGOMERY HOUSING AUTHORITY (MHA), GENERAL CONTRACTOR TO PROVIDE A MINIMUM 3'-0" WIDE IN-PLACE MOCKUP FOR MHA APPROVAL OF THE NEW PAINTED FIBER CEMENT SIDING, PAINTED BRICK, FASCIA, SOFFIT PANEL, WINDOWS, DOORS AND DOOR HARDWARE.

MOCKUP NO. 2: TWO-STORY BUILDING  
AT A TWO-STORY APARTMENT BUILDING DESIGNATED BY MHA, GENERAL CONTRACTOR TO PROVIDE A MINIMUM 3'-0" WIDE IN-PLACE MOCKUP FOR MHA APPROVAL OF THE NEW PAINTED FIBER CEMENT SIDING, PAINTED BRICK, FASCIA, SOFFIT PANEL, WINDOWS, DOORS AND DOOR HARDWARE.

MOCKUP NO. 3: EXTERIOR COLOR SCHEMES  
PRIOR TO PAINTING ALL OF THE APARTMENT UNITS, PROVIDE IN-PLACE MOCKUP OF ONE (1) BRUSH OUT 36" x 36" OF EACH PAINT COLOR SCHEME ON AN APPROPRIATE BUILDING FOR FINAL APPROVAL BY MHA.



### DRAWING INDEX

GENERAL	TITLE SHEET
G000	TITLE SHEET
<b>ARCHITECTURAL</b>	
A101A	EXTERIOR ELEVATIONS TYPES A-1A, A-1B, A-1C
A101B	DEMOLITION
A101C	EXTERIOR ELEVATIONS TYPES A-1A, A-1B, A-1C
A102A	SIDE EXTERIOR ELEVATIONS TYPES A-1A, A-1B, A-1C
A102B	DEMOLITION EXTERIOR ELEVATIONS TYPE A-2
A103A	EXTERIOR ELEVATIONS TYPE A-2
A103B	DEMOLITION EXTERIOR ELEVATIONS TYPE A-3
A103C	EXTERIOR ELEVATIONS TYPE A-3
A104A	DEMOLITION EXTERIOR ELEVATIONS TYPE A-4A, A-4B, A-4C
A104B	EXTERIOR ELEVATIONS TYPE A-4A, A-4B, A-4C
A104C	SIDE EXTERIOR ELEVATIONS TYPE A-4A, A-4B, A-4C
A105A	DEMOLITION EXTERIOR ELEVATIONS TYPE B-1
A105B	EXTERIOR ELEVATIONS TYPE B-1
A106A	DEMOLITION EXTERIOR ELEVATIONS TYPE B-4A, B-4B
A106B	EXTERIOR ELEVATIONS TYPE B-4A, B-4B
A107A	DEMOLITION EXTERIOR ELEVATIONS B-5A, B-5B, B-5C
A107B	EXTERIOR ELEVATIONS B-5A, B-5B, B-5C
A108A	DEMOLITION EXTERIOR ELEVATIONS TYPE C-1, C-2
A108B	EXTERIOR ELEVATIONS TYPE C-1, C-2
A109A	DEMOLITION EXTERIOR ELEVATIONS TYPE C-3
A109B	EXTERIOR ELEVATIONS TYPE C-3
A110A	DEMOLITION EXTERIOR ELEVATIONS TYPE D-1A, D-1B, D-1C
A110B	EXTERIOR ELEVATIONS TYPE D-1A, D-1B, D-1C
A111A	DEMOLITION EXTERIOR ELEVATIONS TYPE D-2A, D-2B, D-2C
A111B	EXTERIOR ELEVATIONS TYPE D-2A, D-2B, D-2C
A112A	DEMOLITION EXTERIOR ELEVATIONS TYPES E-1A, E-1B, E-1C
A112B	EXTERIOR ELEVATIONS TYPES E-1A, E-1B, E-1C
A113A	DEMOLITION EXTERIOR ELEVATIONS COMMUNITY BUILDING
A113B	EXTERIOR ELEVATIONS COMMUNITY BUILDING
A114A	DEMOLITION EXTERIOR ELEVATIONS ADMINISTRATION BUILDING
A114B	EXTERIOR ELEVATIONS ADMINISTRATION BUILDING
A200	EXTERIOR DETAILS
A201	EXTERIOR PAINT SCHEMES

**1** GIBBS VILLAGE EAST VICINITY MAP  
NOT TO SCALE

**2** GIBBS VILLAGE WEST VICINITY PLAN  
NOT TO SCALE

MHA GIBBS EAST & WEST RE-CLADDING  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

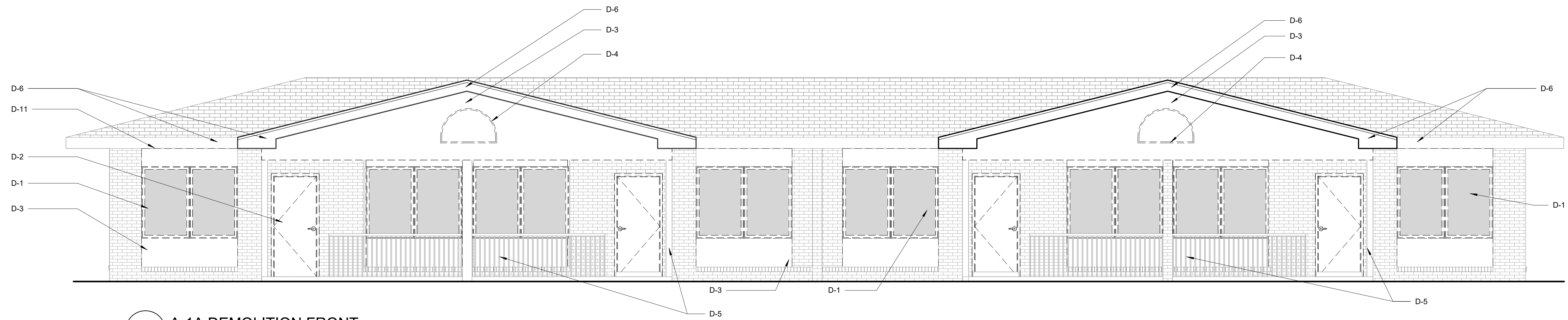
SHEET TITLE:  
TITLE SHEET

SHEET NUMBER:  
G000

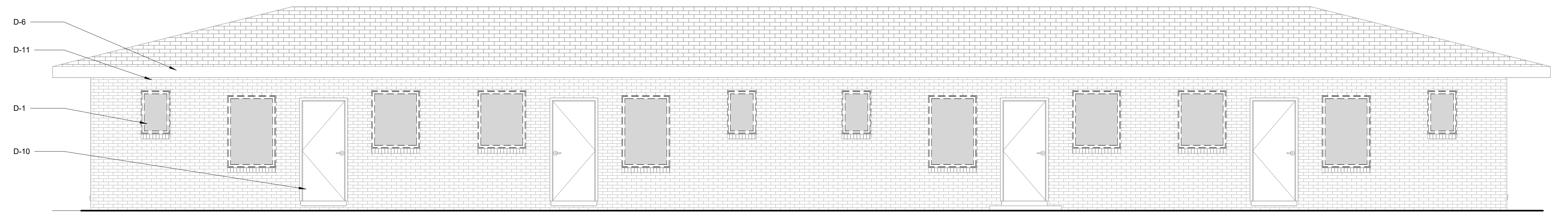
**DEMOLITION GENERAL NOTES**

- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

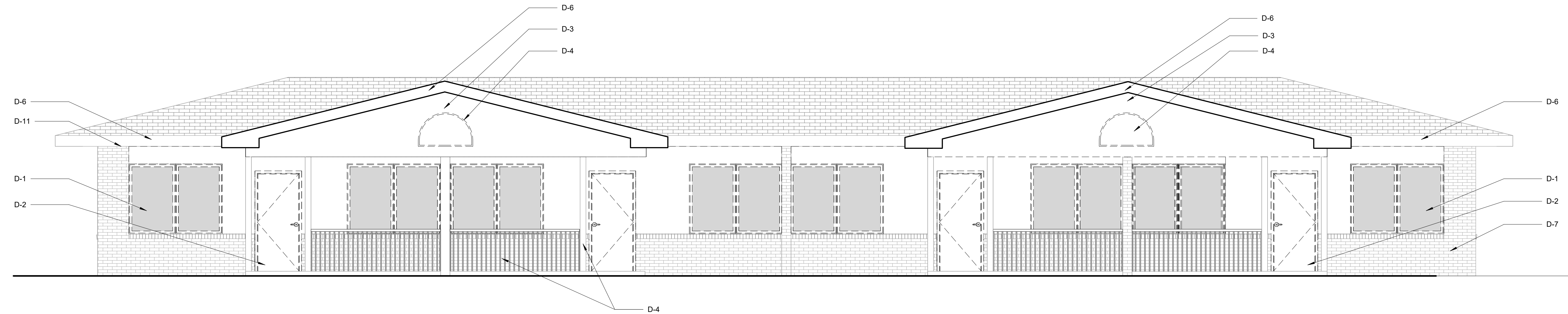
NOTE: EXISTING WINDOW OPENINGS: ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL  
 FOR WINDOW BLINDS, PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL



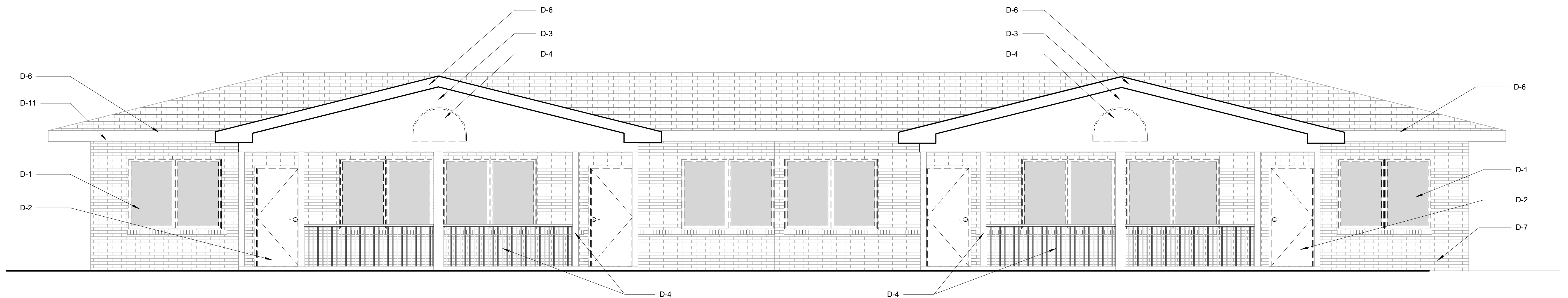
**1 A-1A DEMOLITION FRONT**  
1/4" = 1'-0"



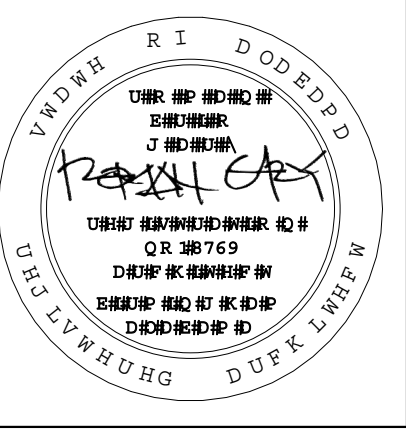
**2 A-1A / A-1B / A-1C DEMOLITION REAR**  
1/4" = 1'-0"



**3 A-1B DEMOLITION FRONT**  
1/4" = 1'-0"



**4 A-1C DEMOLITION FRONT**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS

#	DESCRIPTION	DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPES A-1A, A-1B, A-1C  
DEMOLITION

SHEET NUMBER:

**A101A**

ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF CCR ARCHITECTURE & INTERIORS AND IS TO BE RETURNED UPON REQUEST.  
 10/06/2023 10:00 AM MHA Gibbs East & West Re-cladding A101A.rvt  
 THIS DRAWING IS THE PROPERTY OF CCR ARCHITECTURE & INTERIORS AND IS NOT TO BE REPRODUCED, COPIED OR ALTERED IN WHOLE OR IN PART OR USED FOR ANY PURPOSE WITHOUT THE APPROVAL OF CCR ARCHITECTURE & INTERIORS AND IS TO BE RETURNED UPON REQUEST.

## EXTERIOR MATERIALS LEGEND

### ASPHALT SHINGLES

AS-1 EXISTING TO REMAIN

### MASONRY

BR-1 PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME  
BR-2 PAINT EXISTING MASONRY, ACCENT COLOR

### PAINT

PT-1 EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME  
PT-2 EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

### SIDING

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/  
1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.

### SOFFITS

S-1 PERFORATED VINYL SOFFIT

### TRIM

W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE  
W-2 NEW CEMENT BOARD TRIM - 1X3 PRIMED FOR PAINT  
W-3 NEW CEMENT BOARD TRIM - 1X6 PRIMED FOR PAINT

### GABLE VENTS

V-1 RECTANGULAR VINYL GABLE VENT 18" X 24"  
V-2 RECTANGULAR VINYL GABLE VENT 12" X 18"

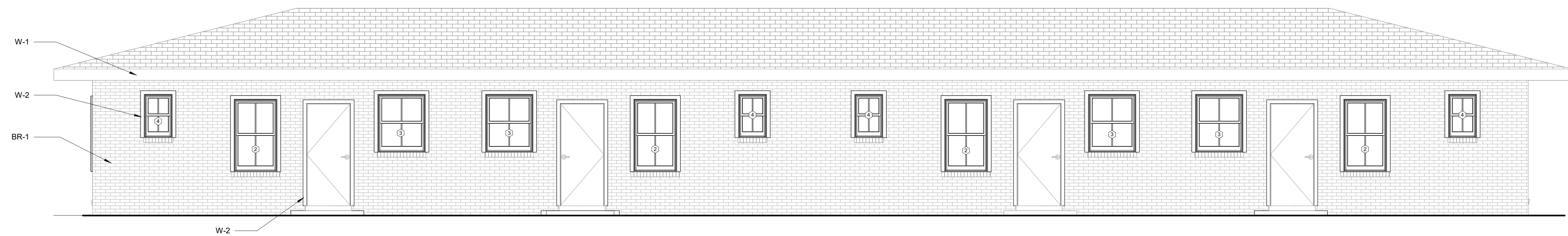
### SHUTTERS

SH-1 VINYL SHUTTER 5'-2" X 1'-8"  
SH-2 VINYL SHUTTER 4'-2" X 1'-8"

**A1-A/A-1B/A-1C PAINT SCHEME A  
SEE A201**



**1 A-1A NEW CONSTRUCTION FRONT**  
1/4" = 1'-0"



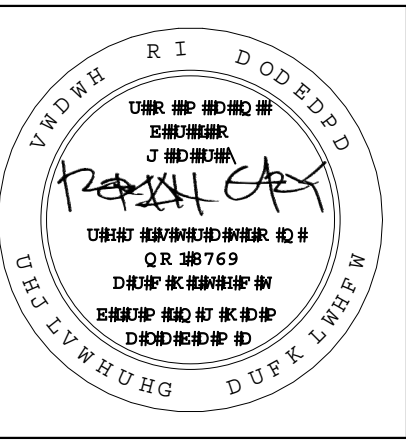
**2 A-1A / A-1B / A-1C NEW CONSTRUCTION FRONT**  
1/4" = 1'-0"



**3 A-1B NEW CONSTRUCTION FRONT**  
1/4" = 1'-0"



**4 A-1C NEW CONSTRUCTION FRONT**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPES A-1A, A-1B, A-1C

SHEET NUMBER:  
**A101B**

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## DEMOLITION GENERAL NOTES

D-1	REMOVE ALL EXISTING WINDOWS
D-2	REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
D-3	REMOVE EXISTING VINYL SIDING
D-4	REMOVE EXISTING VINYL VENTS
D-5	PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
D-6	REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
D-7	PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
D-8	PREPARE EXISTING COLUMN FOR NEW PAINT
D-9	PREPARE EXISTING STAIR FOR NEW PAINT
D-10	REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
D-11	REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS: ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL

**EX** FOR WINDOW BLINDS: PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL

### ASPHALT SHINGLES

AS-1 EXISTING TO REMAIN

### MASONRY

BR-1 PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME  
BR-2 PAINT EXISTING MASONRY, ACCENT COLOR

### PAINT

PT-1 EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME  
PT-2 EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

### SIDING

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.

### SOFFITS

S-1 PERFORATED VINYL SOFFIT

### TRIM

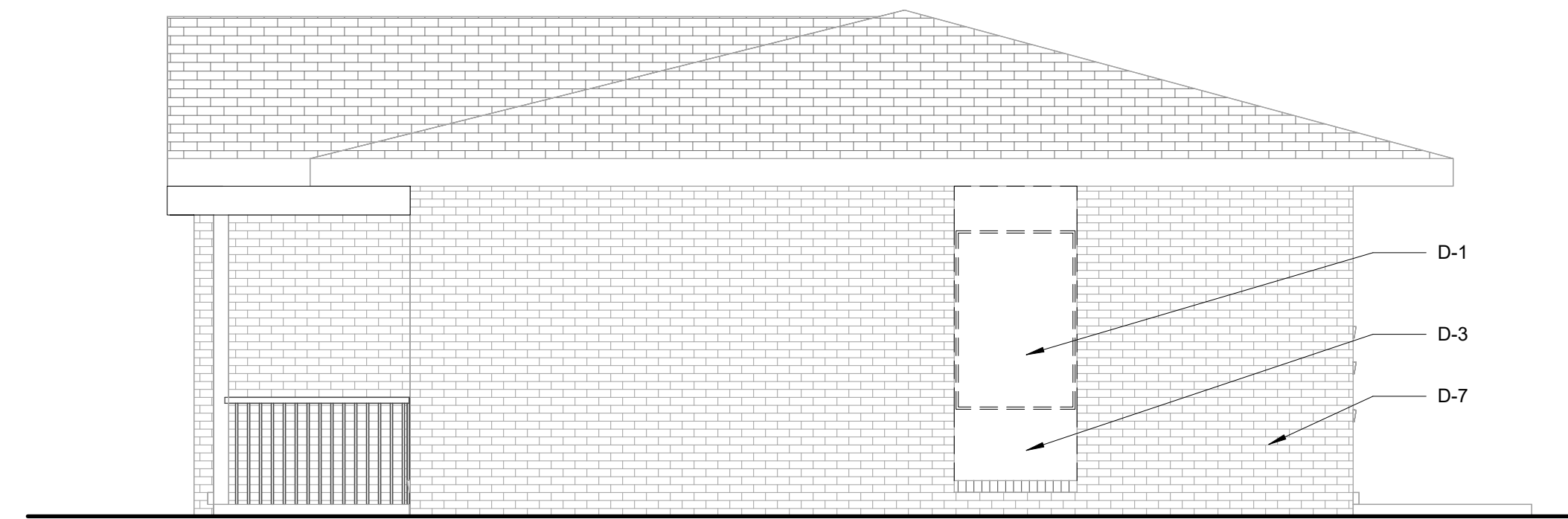
W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE  
W-2 NEW CEMENT BOARD TRIM - 1X3 PRIMED FOR PAINT  
W-3 NEW CEMENT BOARD TRIM - 1X6 PRIMED FOR PAINT

### GABLE VENTS

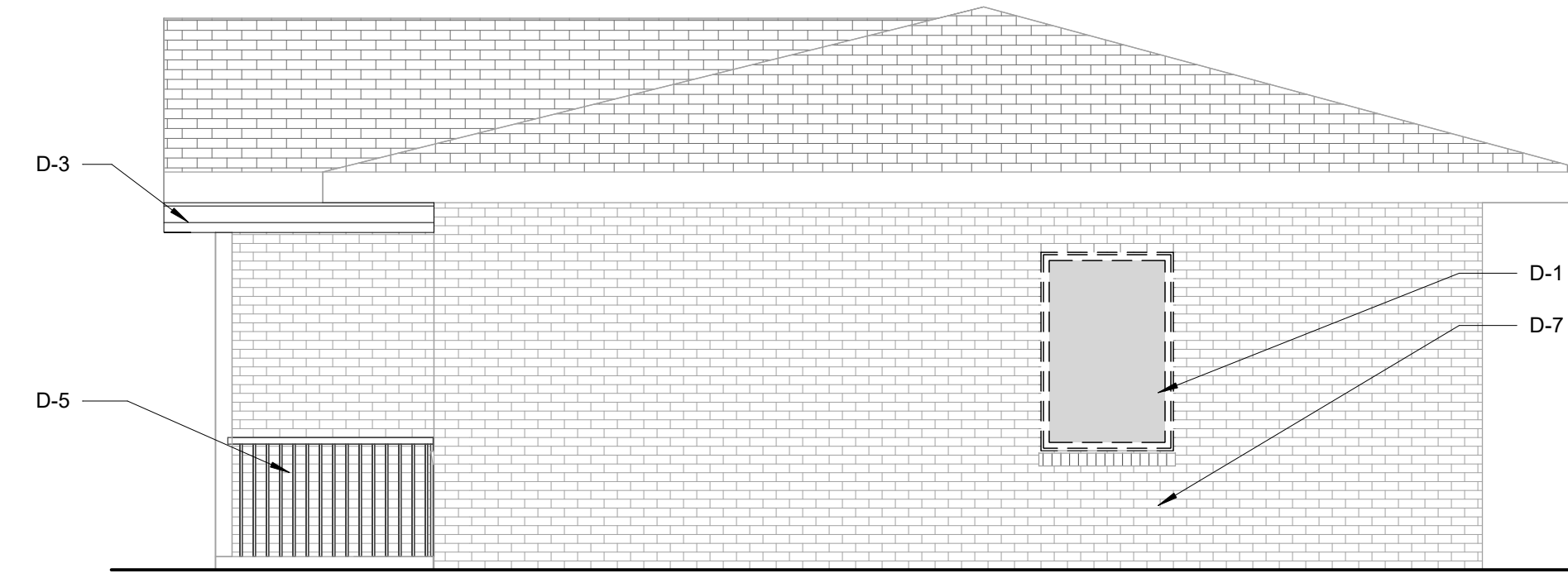
V-1 RECTANGULAR VINYL GABLE VENT 18" X 24"  
V-2 RECTANGULAR VINYL GABLE VENT 12" X 18"

### SHUTTERS

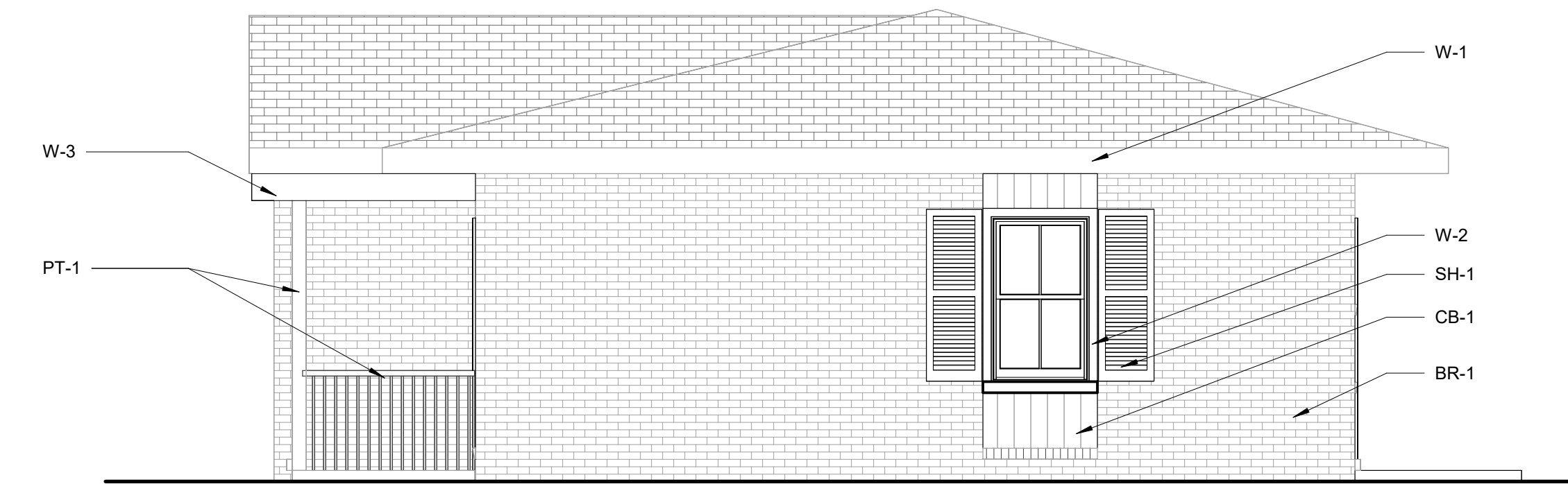
SH-1 VINYL SHUTTER 5'-2" X 1'-8"  
SH-2 VINYL SHUTTER 4'-2" X 1'-8"



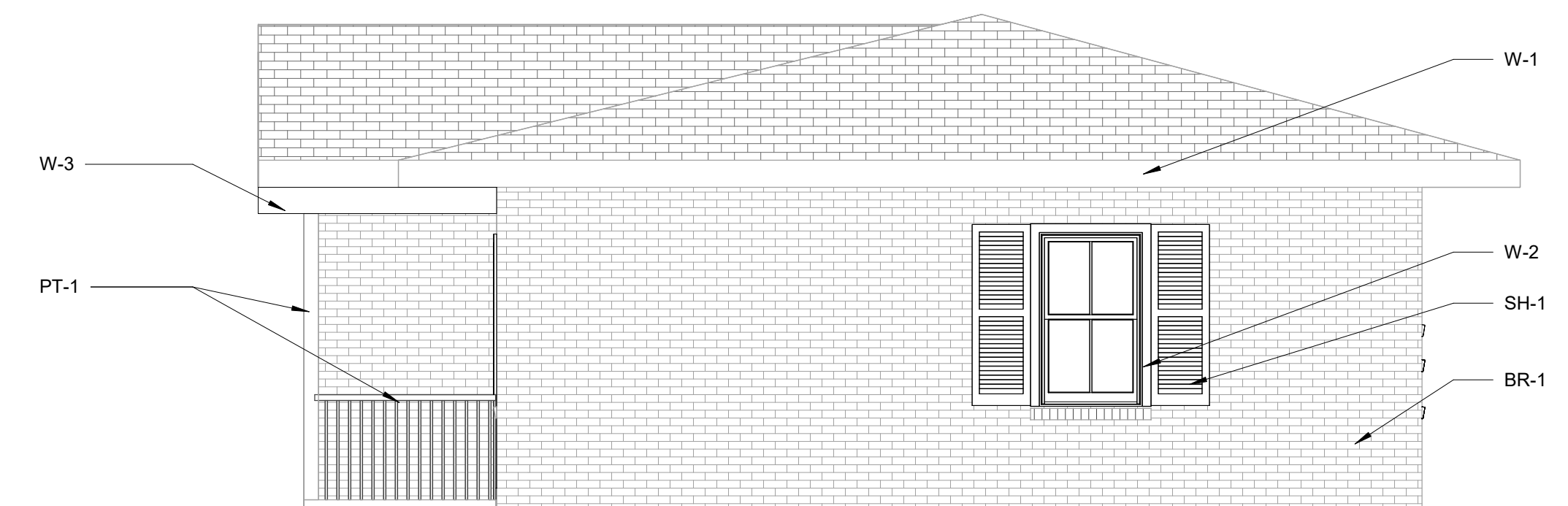
3 A-1A DEMOLITION SIDE (TYPICAL)  
1/4" = 1'-0"



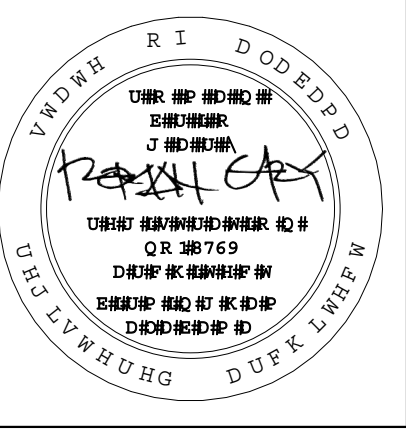
4 A-1B, A-1C DEMOLITION RIGHT  
1/4" = 1'-0"



1 A-1A NEW CONSTRUCTION SIDE (TYPICAL)  
1/4" = 1'-0"



2 A-1B, A-1C NEW CONSTRUCTION RIGHT  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
SIDE EXTERIOR  
ELEVATIONS TYPES  
A-1A, A-1B, A-1C

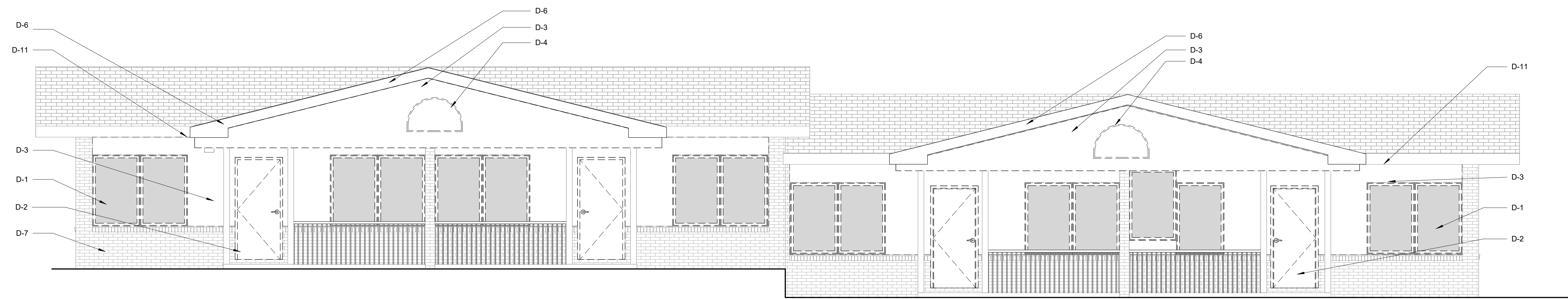
SHEET NUMBER:  
A101C

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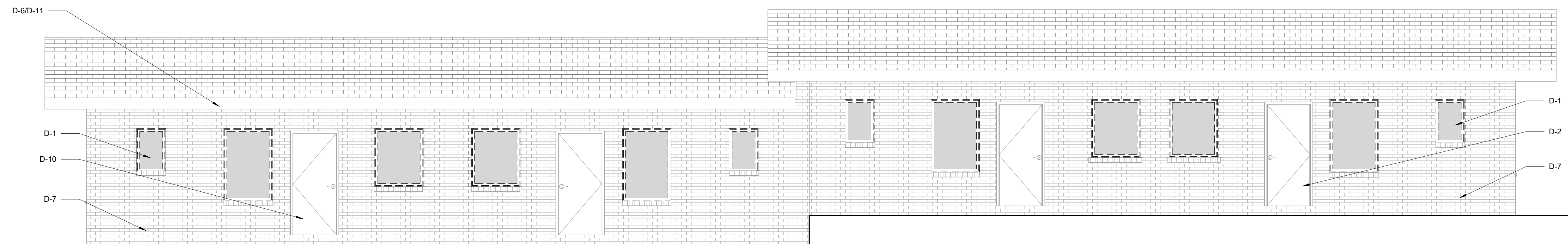
## DEMOLITION GENERAL NOTES

- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

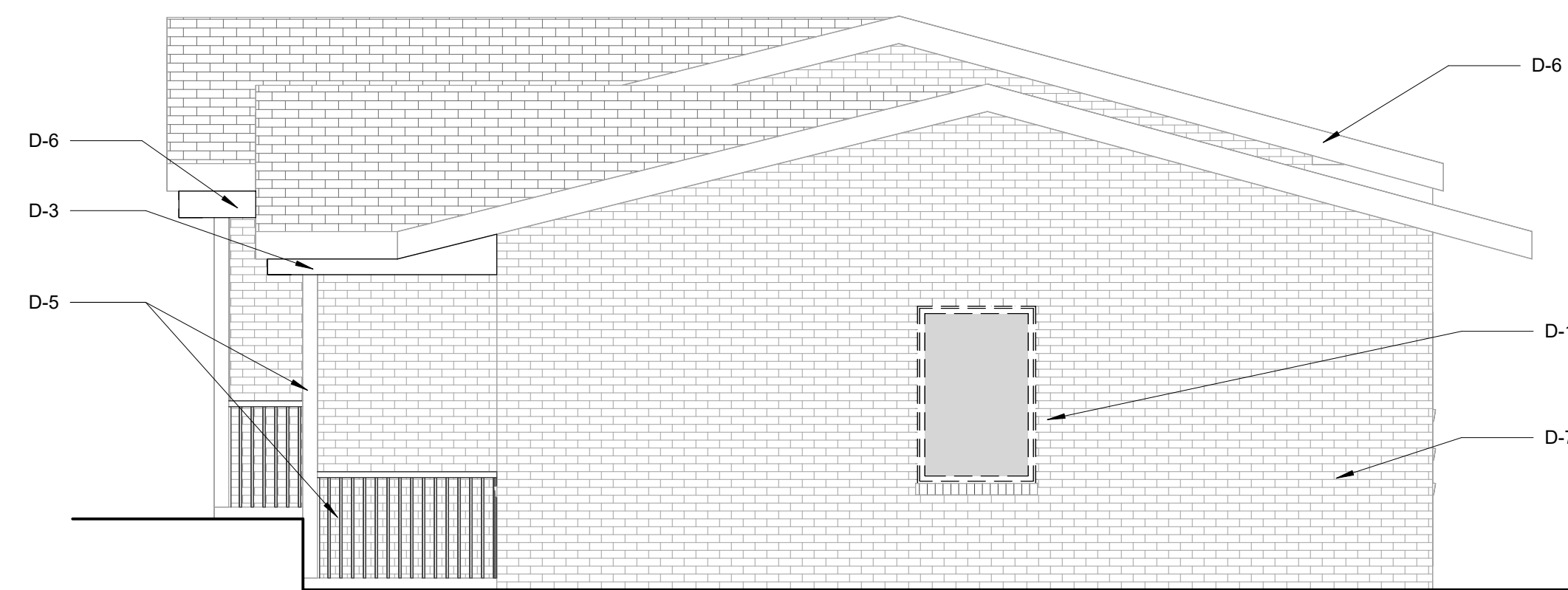
NOTE: EXISTING WINDOW OPENINGS: ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.  
 FOR WINDOW BLINDS: PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.



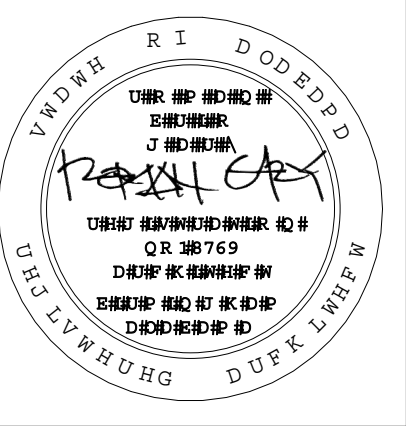
1 A-1 DEMOLITION FRONT  
1/4" = 1'-0"



2 A-2 DEMOLITION REAR  
1/4" = 1'-0"



3 A-2 DEMOLITION SIDE  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**

2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS

#	DESCRIPTION	DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPE A-2

SHEET NUMBER:

A102A

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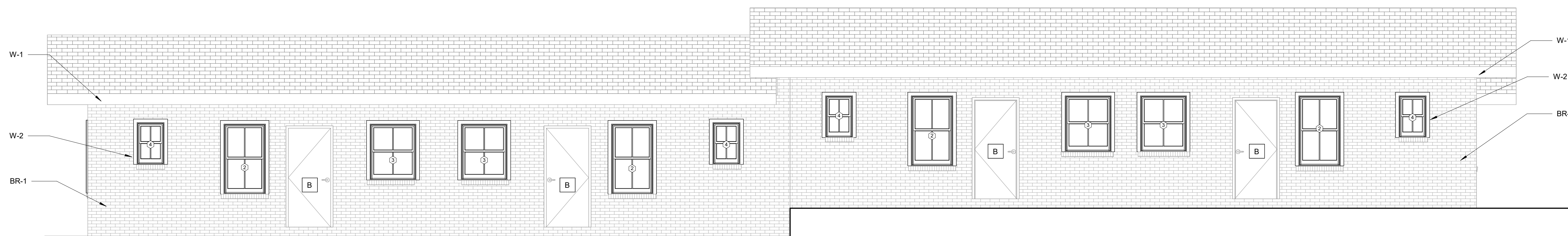
# EXTERIOR MATERIALS LEGEND

ASPHALT SHINGLES	
AS-1	EXISTING TO REMAIN
MASONRY	
BR-1	PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME
BR-2	PAINT EXISTING MASONRY, ACCENT COLOR
PAINT	
PT-1	EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
PT-2	EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
SIDING	
CB-1	NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.
SOFFITS	
S-1	PERFORATED VINYL SOFFIT
TRIM	
W-1	NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE
W-2	NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT
W-3	NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT
GABLE VENTS	
V-1	RECTANGULAR VINYL GABLE VENT 18" X 24"
V-2	RECTANGULAR VINYL GABLE VENT 12" X 18"
SHUTTERS	
SH-1	VINYL SHUTTER 5'-2" X 1'-8"
SH-2	VINYL SHUTTER 4'-2" X 1'-8"

## A-2 PAINT SCHEME B SEE A201



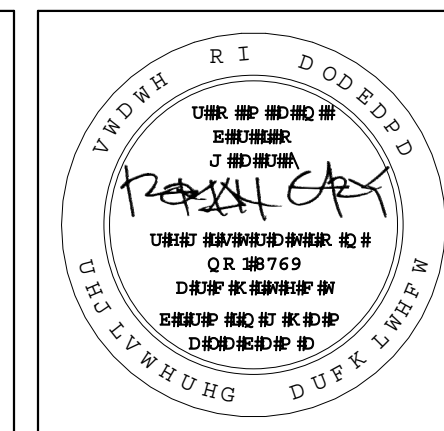
1 A-2 NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



2 A-2 NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



3 A-2 NEW CONSTRUCTION SIDE  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS

#	DESCRIPTION	DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPE A-2

SHEET NUMBER:  
**A102B**

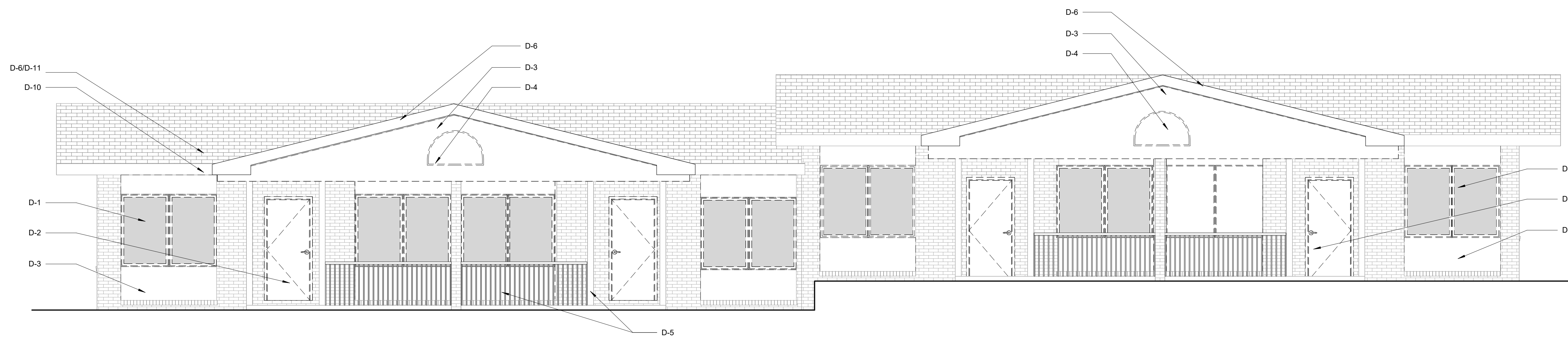
ALL RIGHTS RESERVED BY MHA GIBBS EAST & WEST ARCHITECTURE. THIS DRAWING IS THE PROPERTY OF MHA GIBBS EAST & WEST ARCHITECTURE. INTERIORS AND IS NOT TO BE REPRODUCED, COPIED OR ALTERED IN WHOLE OR IN PART OR USED FOR ANY PURPOSE WITHOUT THE APPROVAL OF MHA GIBBS EAST & WEST ARCHITECTURE. INTERIORS AND IS TO BE RETURNED UPON REQUEST.

**DEMOLITION GENERAL NOTES**

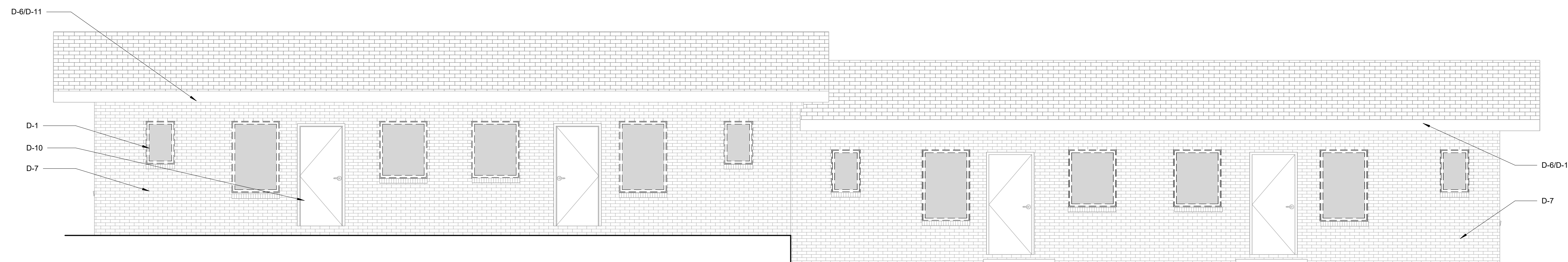
- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS, ON INTERIOR SIDE OF OPENINGS IN WALLS. GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

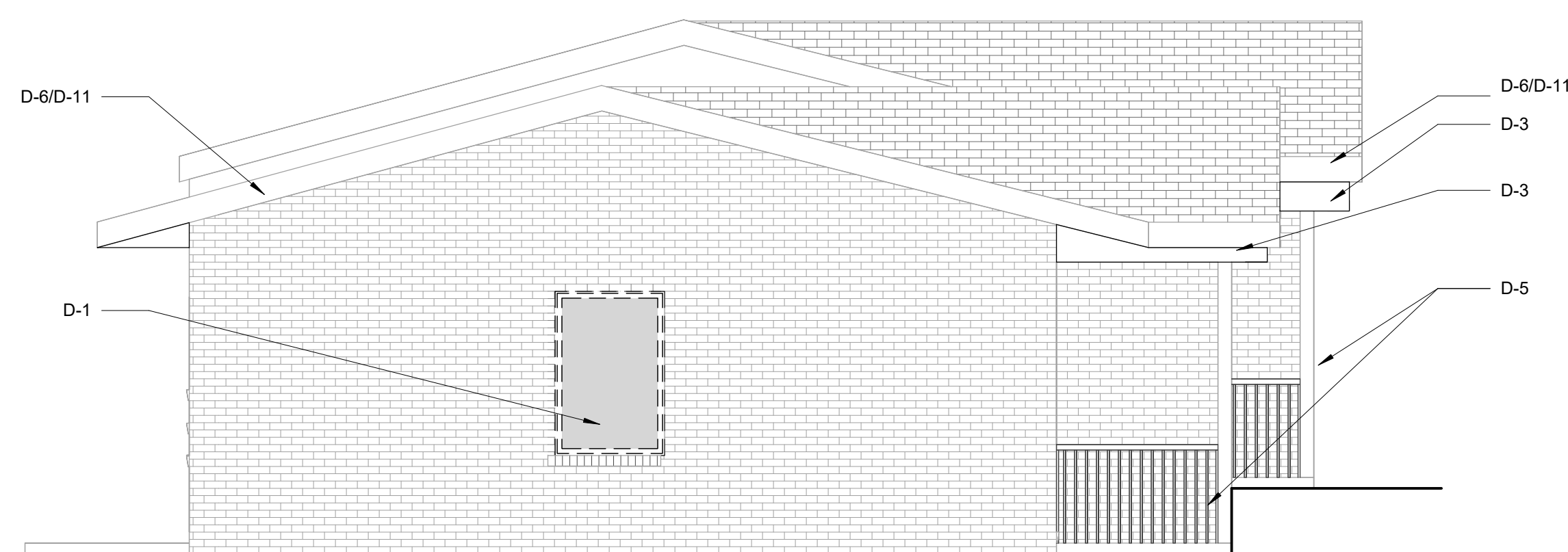
FOR WINDOW BLINDS, PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.



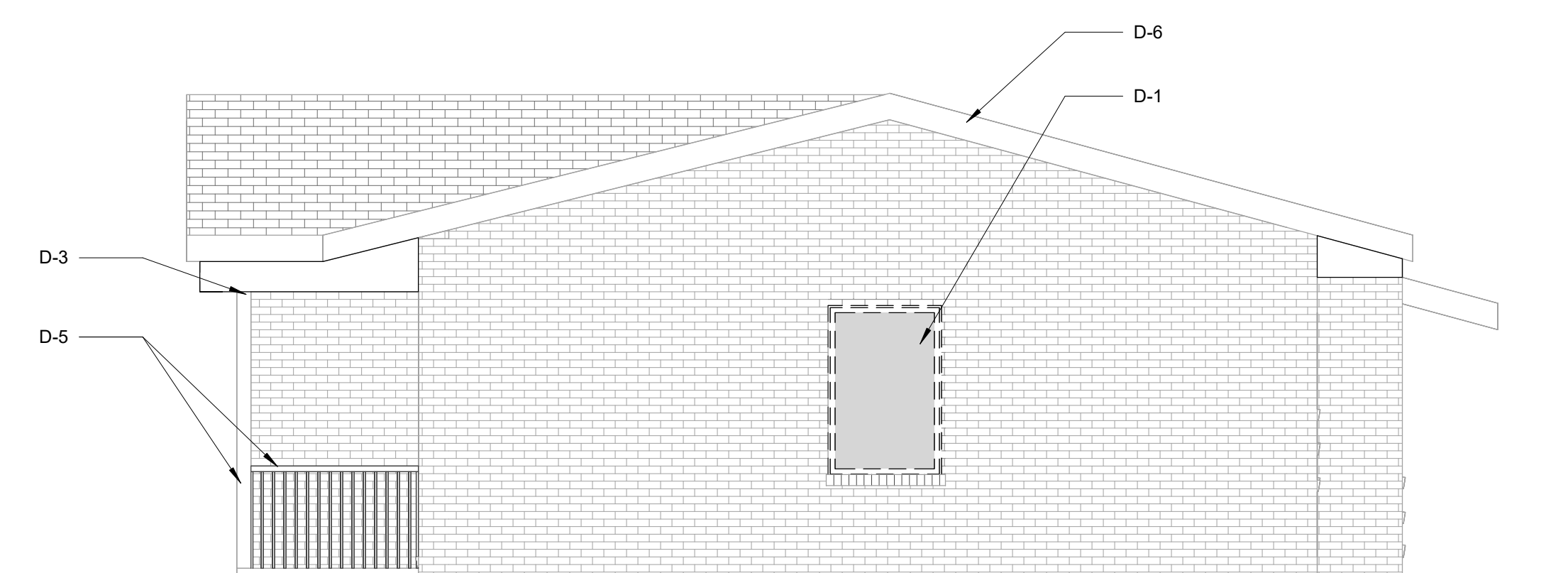
**1 A-3 DEMOLITION FRONT**  
1/4" = 1'-0"



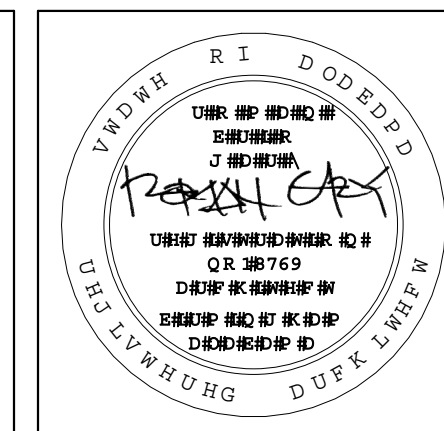
**2 A-3 DEMOLITION REAR**  
1/4" = 1'-0"



**3 A-3 DEMOLITION LEFT**  
1/4" = 1'-0"



**4 A-3 DEMOLITION RIGHT**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPE A-3

SHEET NUMBER:  
**A103A**

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## EXTERIOR MATERIALS LEGEND

### ASPHALT SHINGLES

AS-1 EXISTING TO REMAIN

### MASONRY

BR-1 PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME  
 BR-2 PAINT EXISTING MASONRY, ACCENT COLOR

### PAINT

PT-1 EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME  
 PT-2 EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

### SIDING

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/  
 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.

### SOFFITS

S-1 PERFORATED VINYL SOFFIT

### TRIM

W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE  
 W-2 NEW CEMENT BOARD TRIM - 1X3 PRIMED FOR PAINT  
 W-3 NEW CEMENT BOARD TRIM - 1X6 PRIMED FOR PAINT

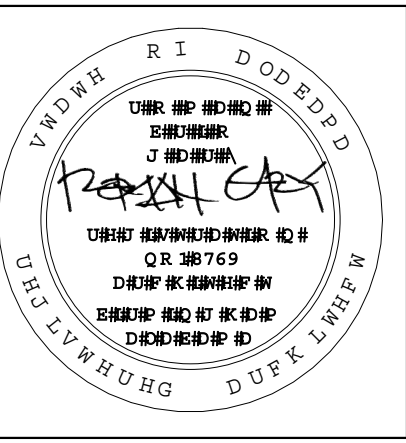
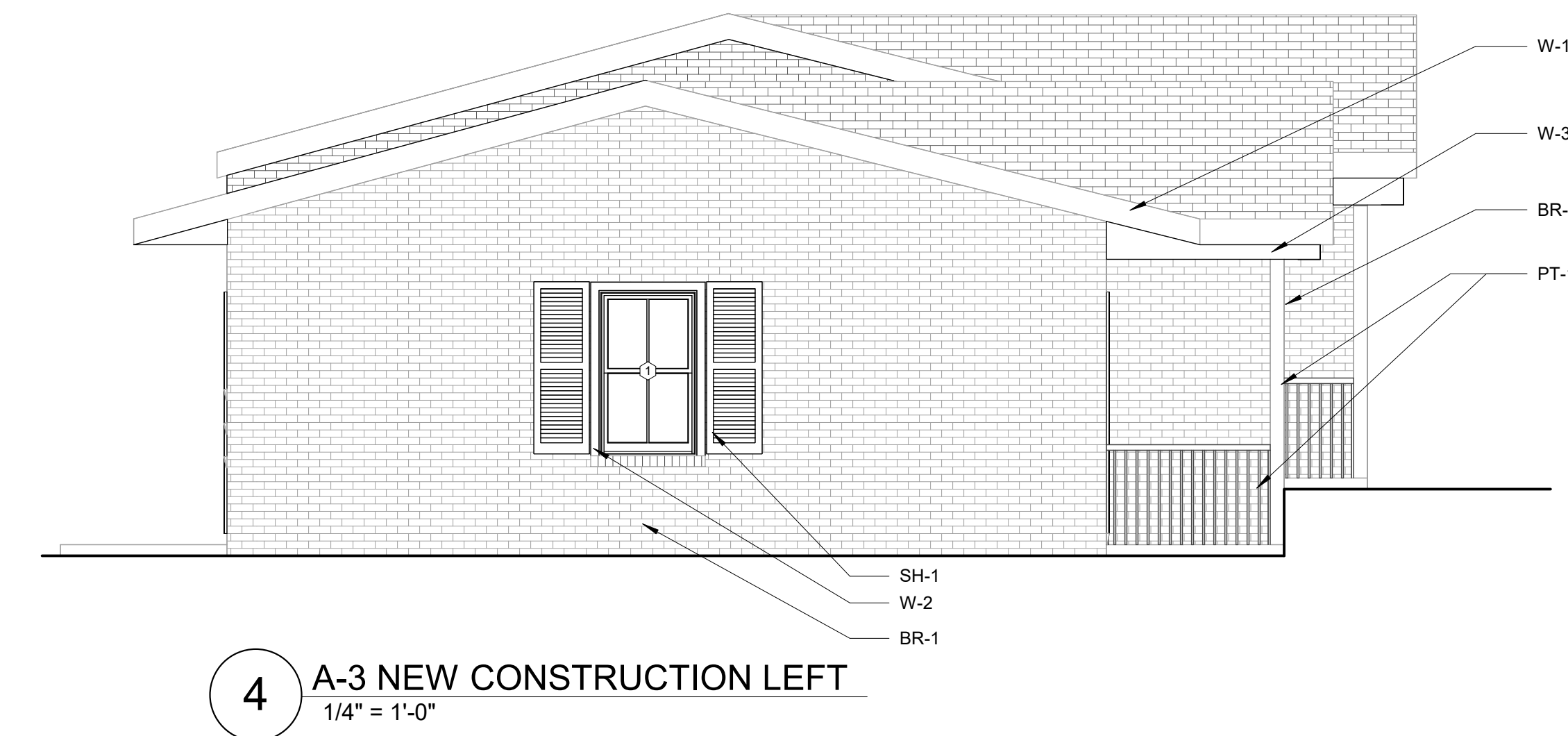
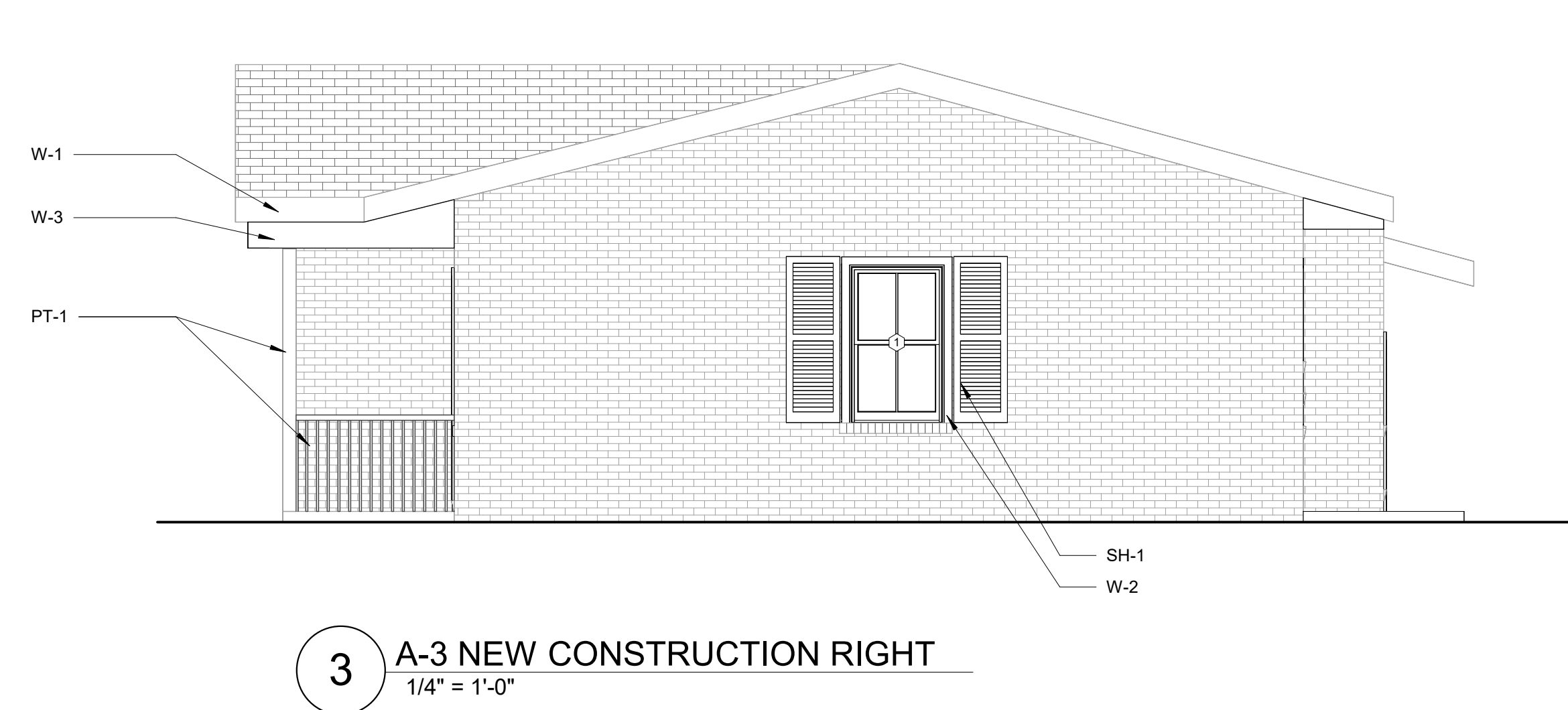
### GABLE VENTS

V-1 RECTANGULAR VINYL GABLE VENT 18" X 24"  
 V-2 RECTANGULAR VINYL GABLE VENT 12" X 18"

### SHUTTERS

SH-1 VINYL SHUTTER 5'-2" X 1'-8"  
 SH-2 VINYL SHUTTER 4'-2" X 1'-8"

**A-3 PAINT SCHEME B  
 SEE A201**



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
 23101

DATE:  
 10/06/2023

PRINTED / REVISIONS  
 # DESCRIPTION DATE

SHEET TITLE:  
 EXTERIOR ELEVATIONS  
 TYPE A-3

SHEET NUMBER:  
**A103B**

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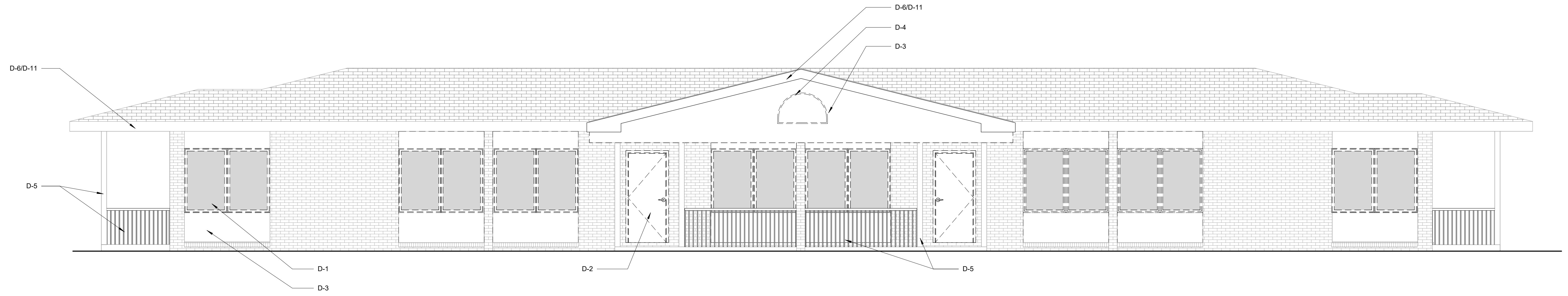


**DEMOLITION GENERAL NOTES**

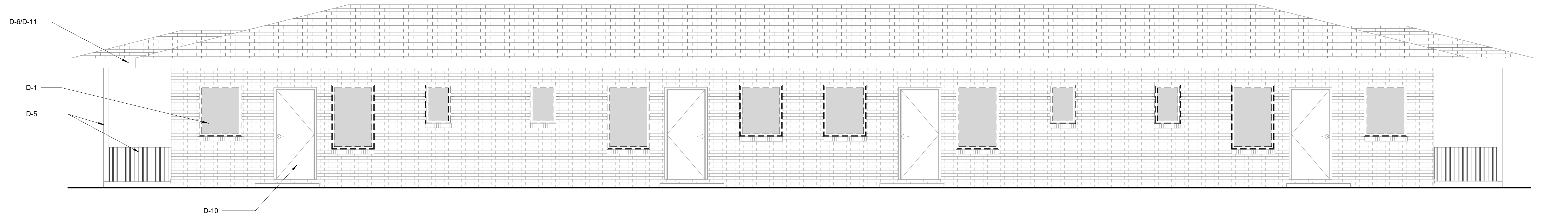
- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS - ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAIR EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

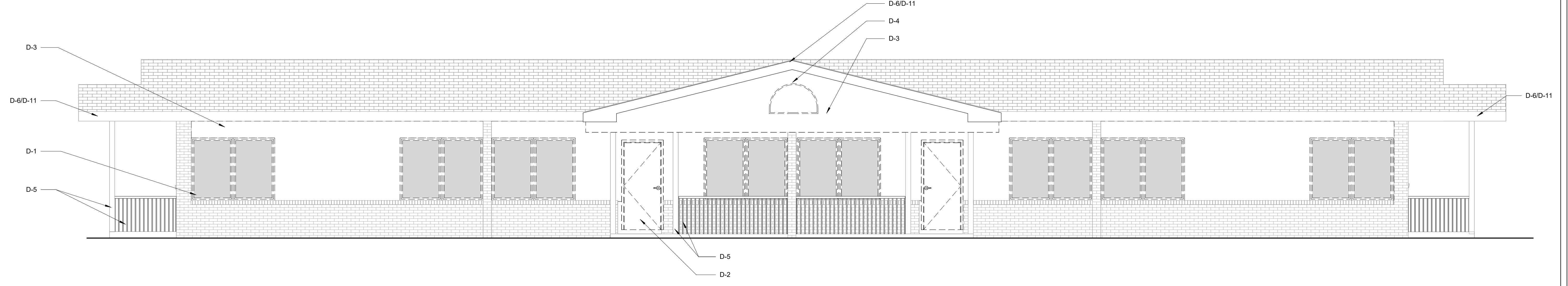
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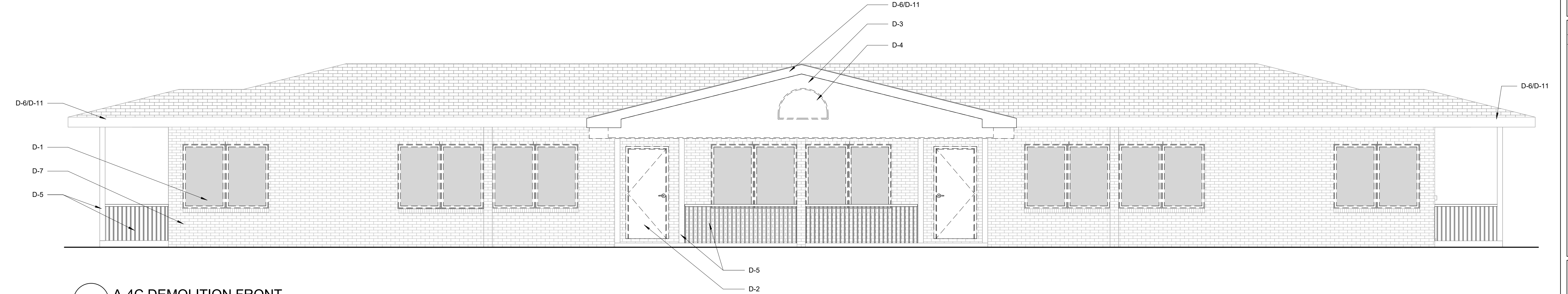
1 A-4A DEMOLITION FRONT  
1/4" = 1'-0"



2 A-4A / A-4B / A-4C DEMOLITION REAR  
1/4" = 1'-0"



3 A-4B DEMOLITION FRONT  
1/4" = 1'-0"



4 A-4C DEMOLITION FRONT  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS

#	DESCRIPTION	DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPE  
A-4A-A-4B-A-4C

SHEET NUMBER:  
**A104A**

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**EXTERIOR MATERIALS LEGEND**

**ASPHALT SHINGLES**

AS-1 EXISTING TO REMAIN

**MASONRY**

BR-1 PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME  
BR-2 PAINT EXISTING MASONRY, ACCENT COLOR

**PAINT**

PT-1 EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME  
PT-2 EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

**SIDING**

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.

**SOFFITS**

S-1 PERFORATED VINYL SOFFIT

**TRIM**

W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE  
W-2 NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT  
W-3 NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT

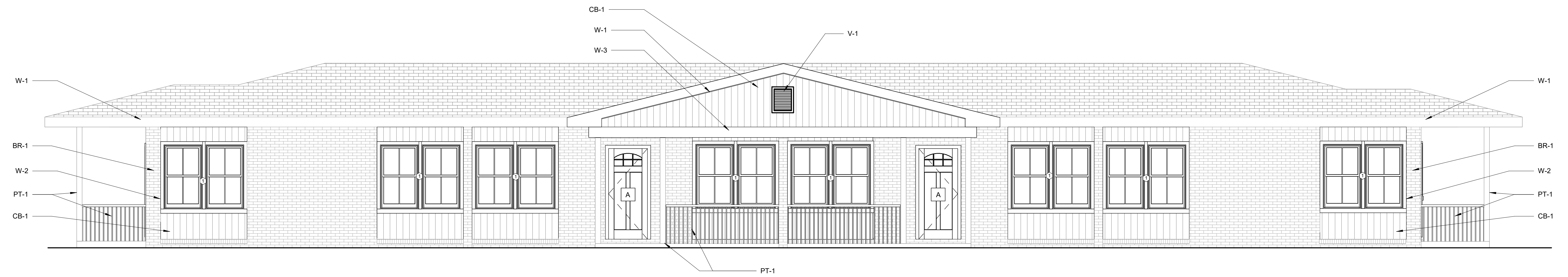
**GABLE VENTS**

V-1 RECTANGULAR VINYL GABLE VENT 18" X 24"  
V-2 RECTANGULAR VINYL GABLE VENT 12" X 18"

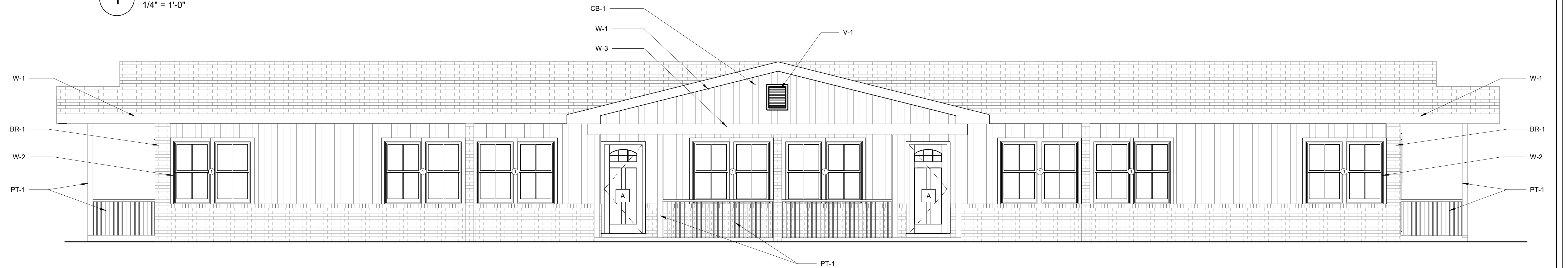
**SHUTTERS**

SH-1 VINYL SHUTTER 5'-2" X 1'-8"  
SH-2 VINYL SHUTTER 4'-2" X 1'-8"

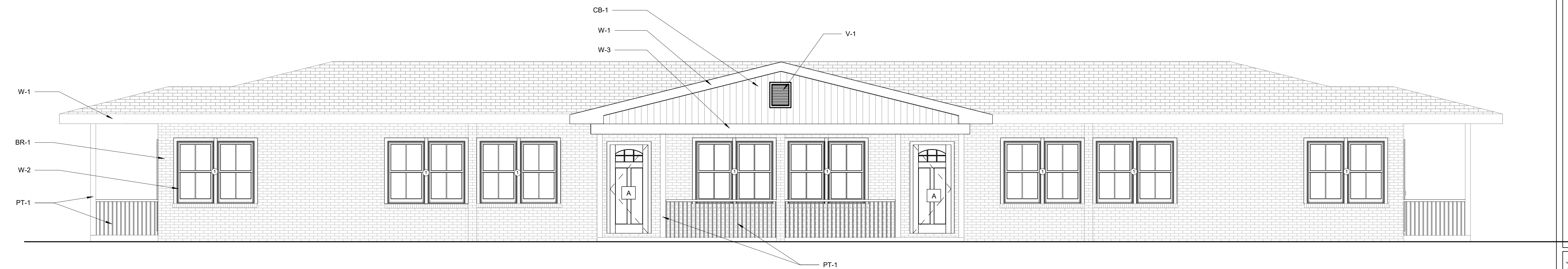
A-4A, A-4B, A-4C PAINT SCHEME A  
SEE A201



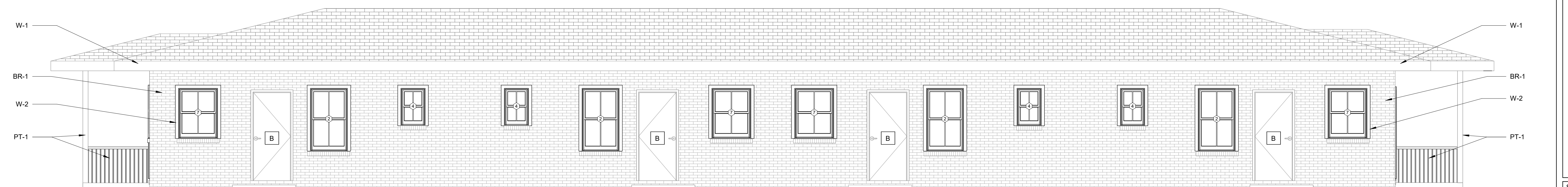
1 A-4A NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



2 A-4B NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



3 A-4C NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



4 A-4A / A-4B / A-4C NEW CONSTRUCTION REAR  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPE A-4A, A-4B, A-4C

SHEET NUMBER:  
A104B

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## DEMOLITION GENERAL NOTES

D-1	REMOVE ALL EXISTING WINDOWS
D-2	REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
D-3	REMOVE EXISTING VINYL SIDING
D-4	REMOVE EXISTING VINYL VENTS
D-5	PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
D-6	REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
D-7	PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
D-8	PREPARE EXISTING COLUMN FOR NEW PAINT
D-9	PREPARE EXISTING STAIR FOR NEW PAINT
D-10	REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
D-11	REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

## EXTERIOR MATERIALS LEGEND

NOTE: EXISTING WINDOW OPENINGS ON INTERIOR SIDE OF OPENINGS IN WALLS. GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL. ASPHALT SHINGLES FOR WINDOW BLINDS. PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.

## MASONRY

BR-1	PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME
BR-2	PAINT EXISTING MASONRY, ACCENT COLOR

## PAINT

PT-1	EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
PT-2	EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

## SIDING

CB-1	NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.
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## SOFFITS

S-1	PERFORATED VINYL SOFFIT
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## TRIM

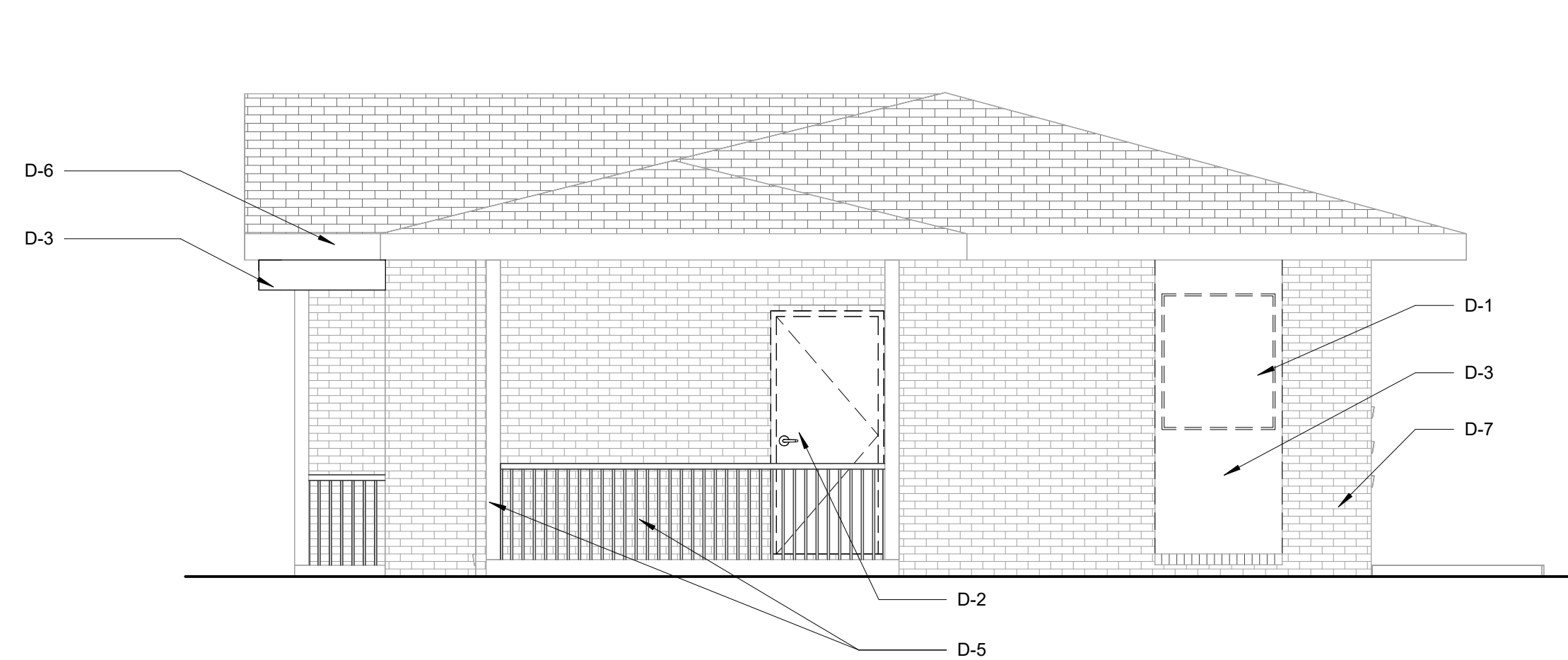
W-1	NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE
W-2	NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT
W-3	NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT

## GABLE VENTS

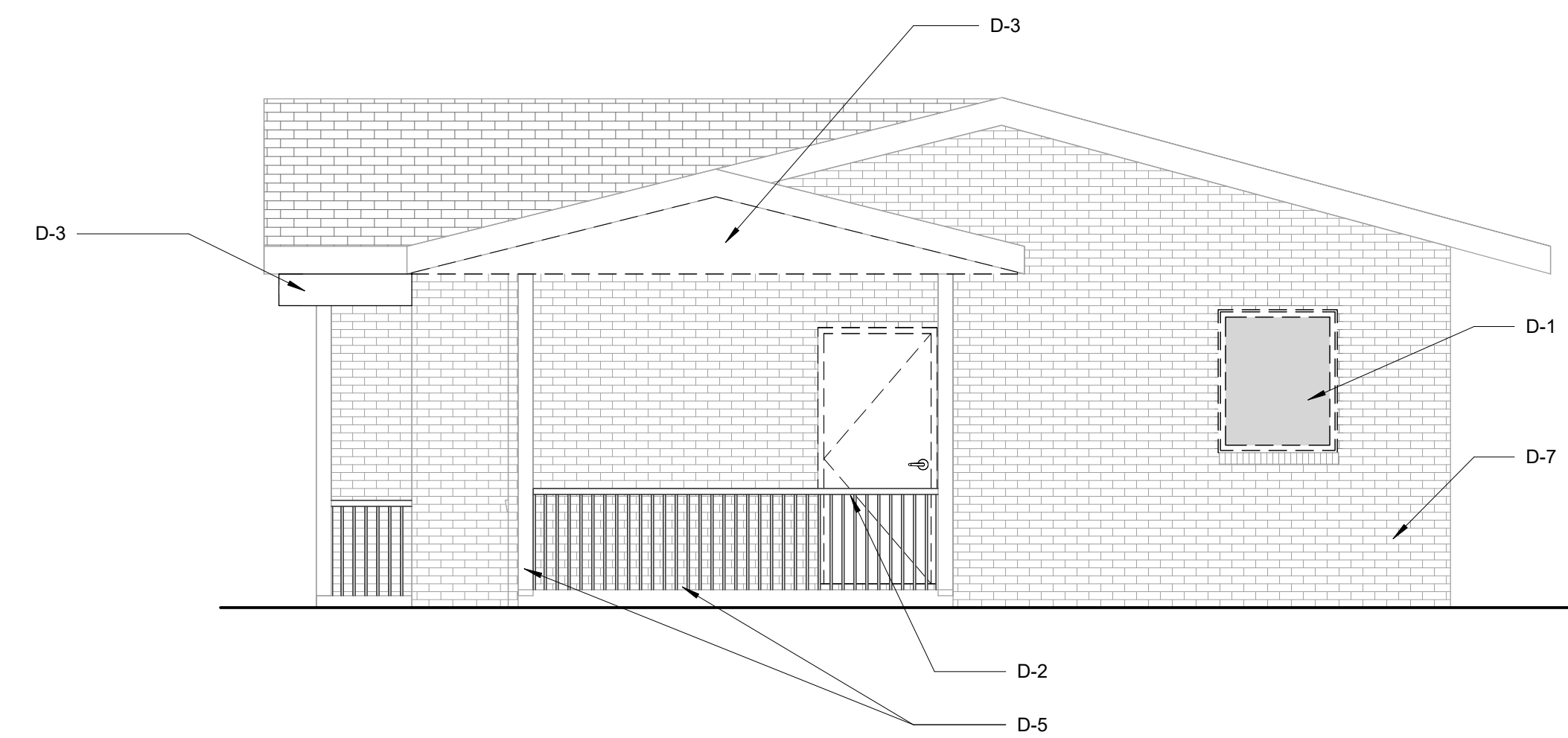
V-1	RECTANGULAR VINYL GABLE VENT 18" X 24"
V-2	RECTANGULAR VINYL GABLE VENT 12" X 18"

## SHUTTERS

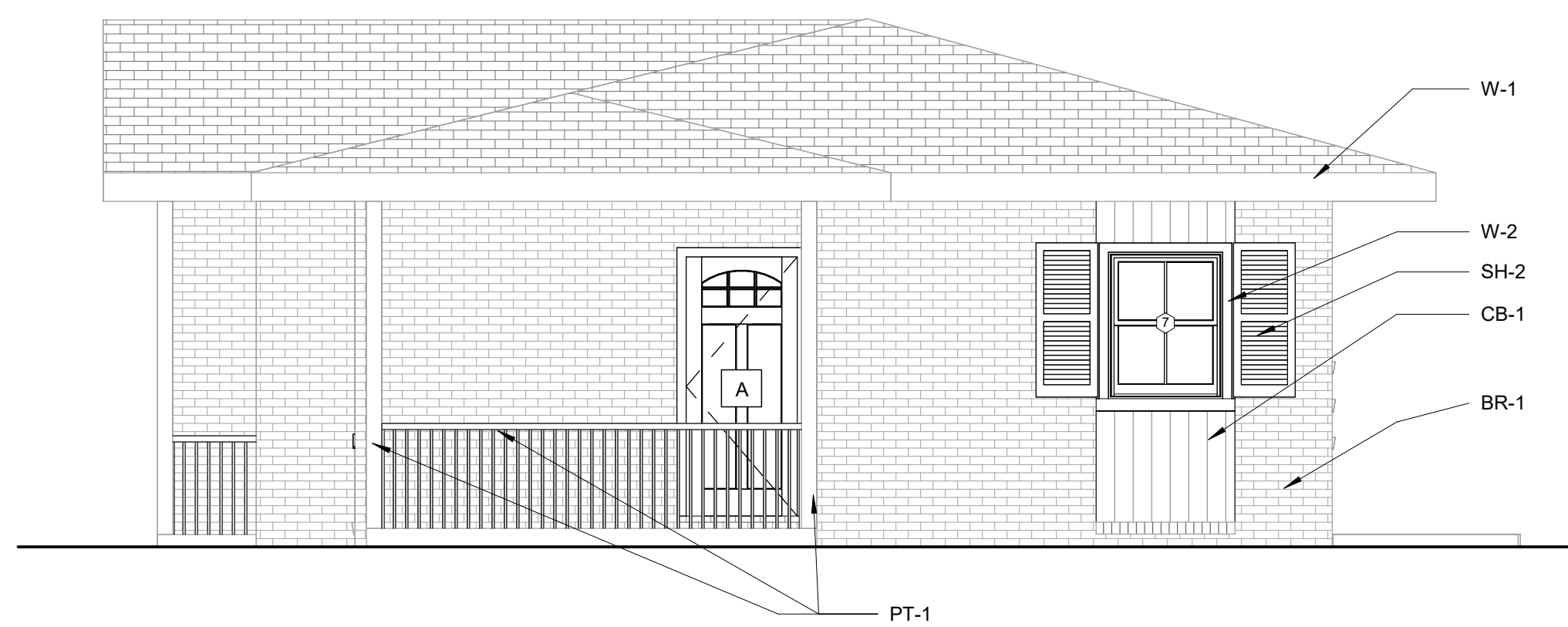
SH-1	VINYL SHUTTER 5'-2" X 1'-8"
SH-2	VINYL SHUTTER 4'-2" X 1'-8"



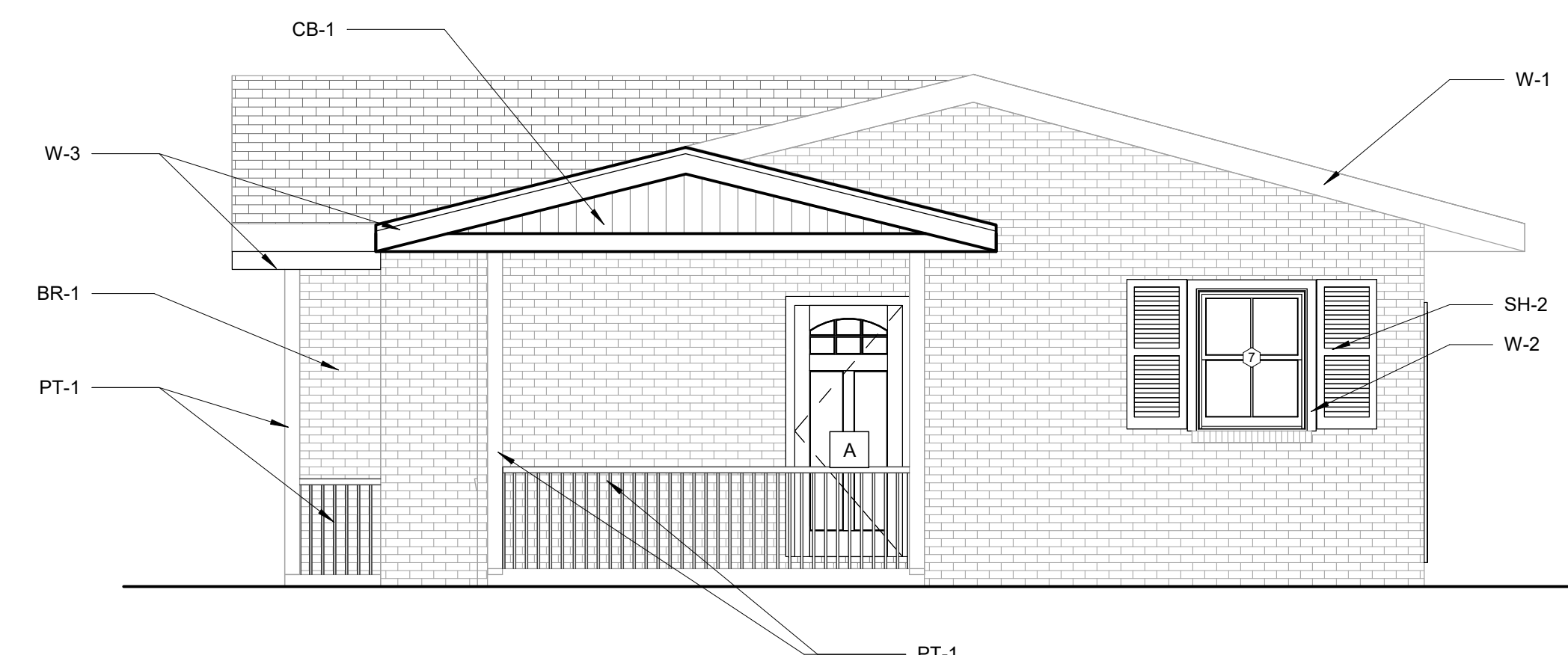
1 A-4A DEMOLITION SIDE  
1/4" = 1'-0"



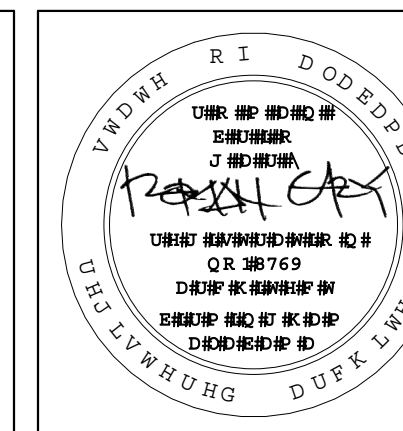
2 A-4B / A-4C DEMOLITION SIDE  
1/4" = 1'-0"



3 A-4A NEW CONSTRUCTION SIDE  
1/4" = 1'-0"



4 A-4B / A-4C NEW CONSTRUCTION SIDE  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

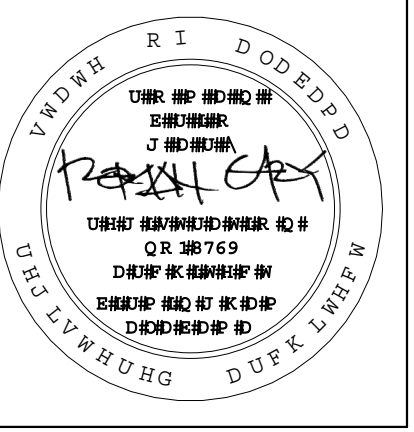
DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

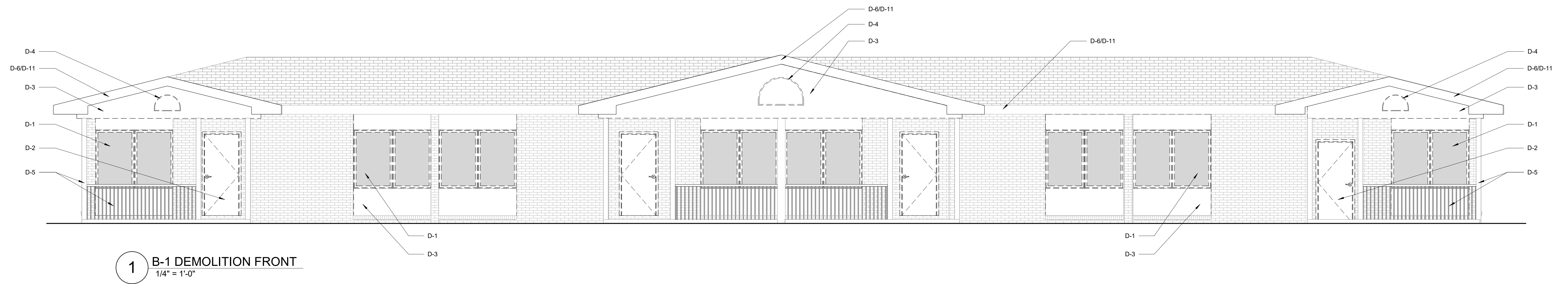
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SIDE EXTERIOR  
ELEVATIONS TYPE  
A-4A-A-4B,A-4C

SHEET NUMBER:

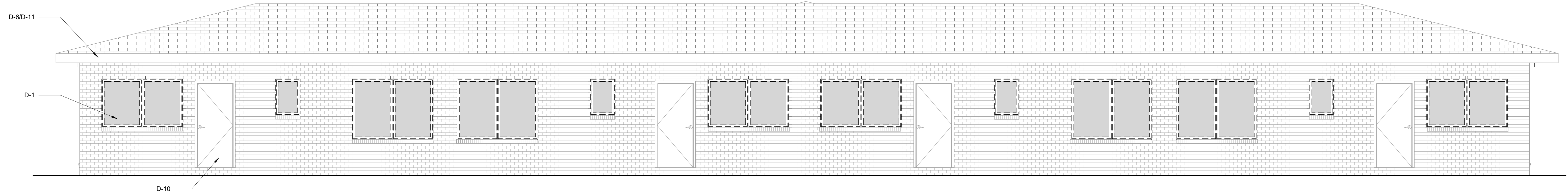
A104C



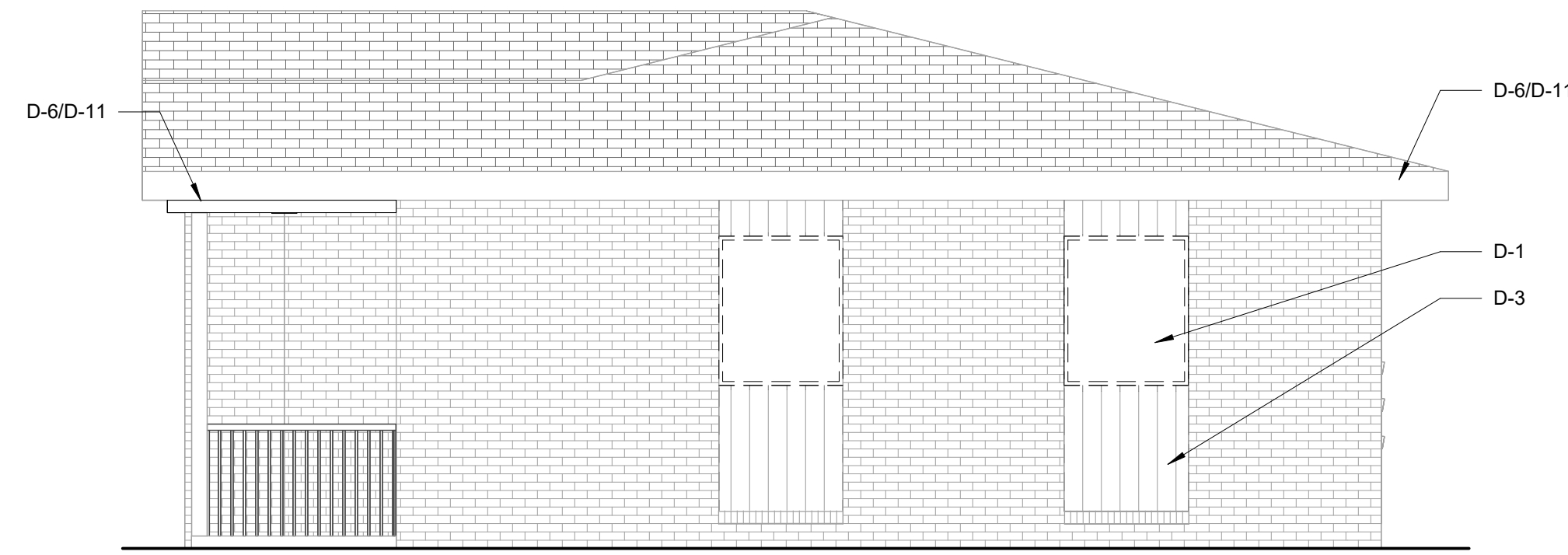
**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108



**1 B-1 DEMOLITION FRONT**  
 1/4" = 1'-0"



**2 B-1 DEMOLITION REAR**  
 1/4" = 1'-0"



**3 B-1 DEMOLITION SIDE (TYPICAL)**  
 1/4" = 1'-0"

**DEMOLITION GENERAL NOTES**

- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS: ON INTERIOR SIDE OF OPENINGS IN WALLS. GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

FOR WINDOW BLINDS, PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.

JOB NUMBER:  
23101

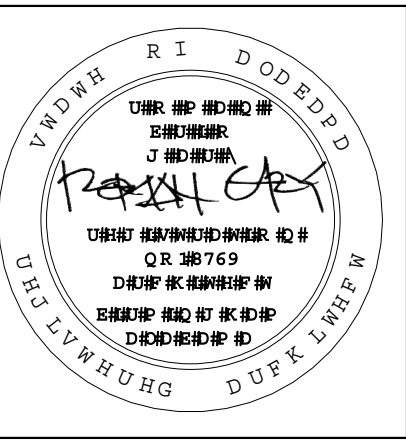
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10/06/2023

PRINTED / REVISIONS  
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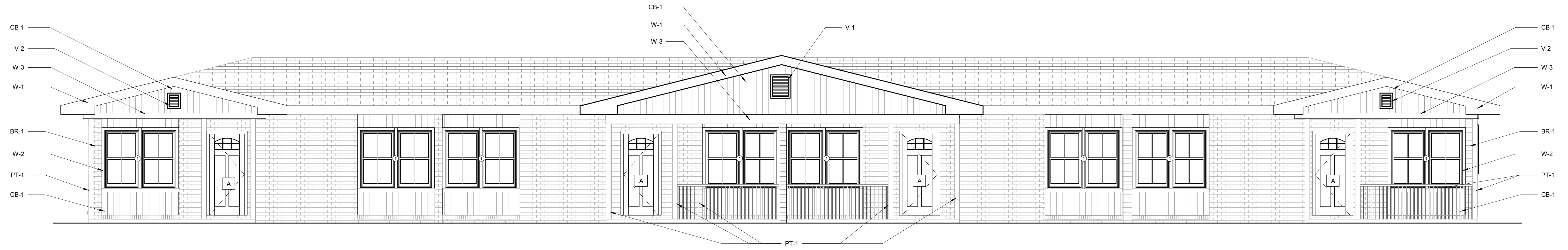
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DEMOLITION EXTERIOR ELEVATIONS TYPE B-1

SHEET NUMBER:  
A105A

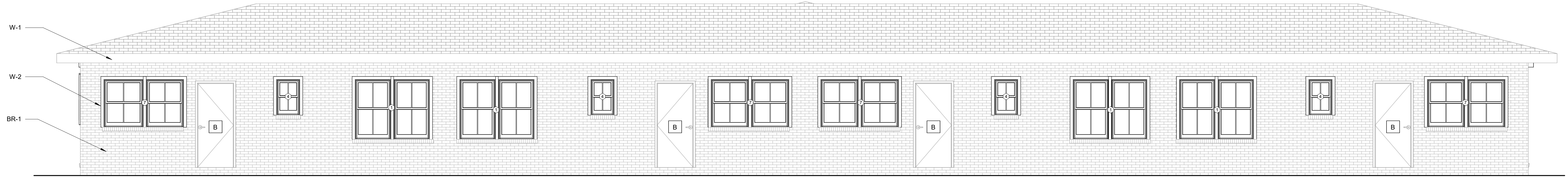
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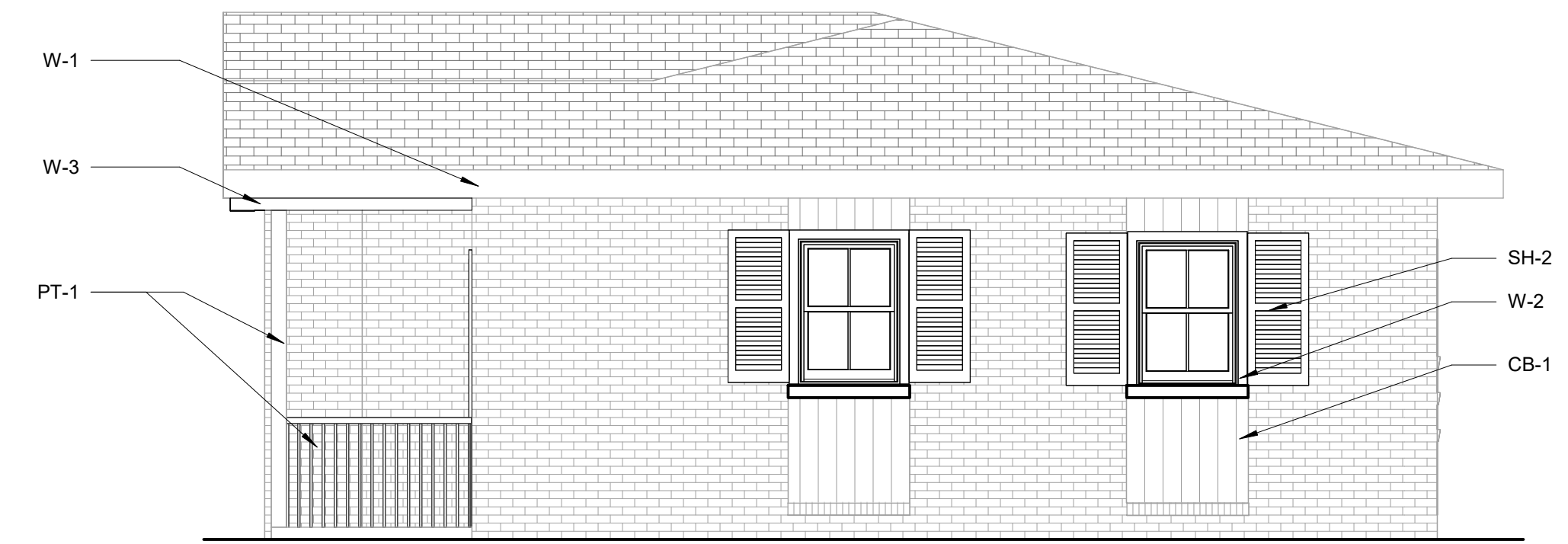
**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108



**1 B-1 NEW CONSTRUCTION FRONT**  
 1/4" = 1'-0"



**2 B-1 NEW CONSTRUCTION REAR**  
 1/4" = 1'-0"



**3 B-1 NEW CONSTRUCTION SIDE (TYPICAL)**  
 1/4" = 1'-0"

**EXTERIOR MATERIALS LEGEND**

<b>ASPHALT SHINGLES</b>	
AS-1	EXISTING TO REMAIN
<b>MASONRY</b>	
BR-1	PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME
BR-2	PAINT EXISTING MASONRY, ACCENT COLOR
<b>PAINT</b>	
PT-1	EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
PT-2	EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
<b>SIDING</b>	
CB-1	NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.
<b>SOFFITS</b>	
S-1	PERFORATED VINYL SOFFIT
<b>TRIM</b>	
W-1	NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE
W-2	NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT
W-3	NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT
<b>GABLE VENTS</b>	
V-1	RECTANGULAR VINYL GABLE VENT 18" X 24"
V-2	RECTANGULAR VINYL GABLE VENT 12" X 18"
<b>SHUTTERS</b>	
SH-1	VINYL SHUTTER 5'-2" X 1'-8"
SH-2	VINYL SHUTTER 4'-2" X 1'-8"

**B-1 PAINT SCHEME B**  
 SEE A201

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JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
 # DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPE B-1

SHEET NUMBER:

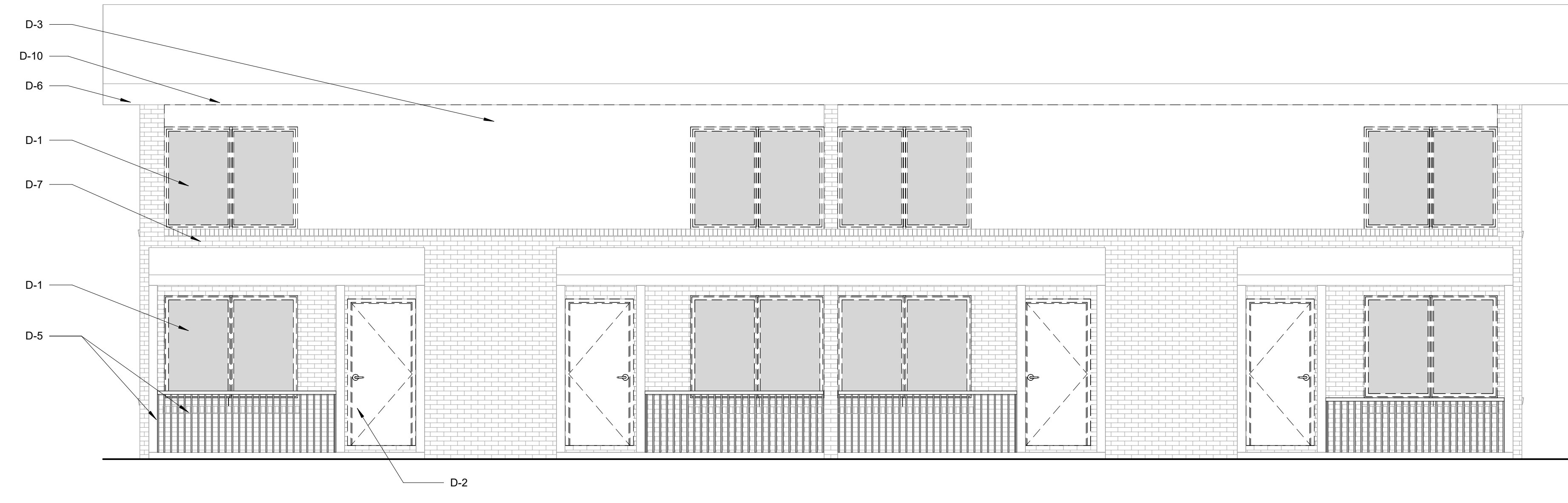
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**DEMOLITION GENERAL NOTES**

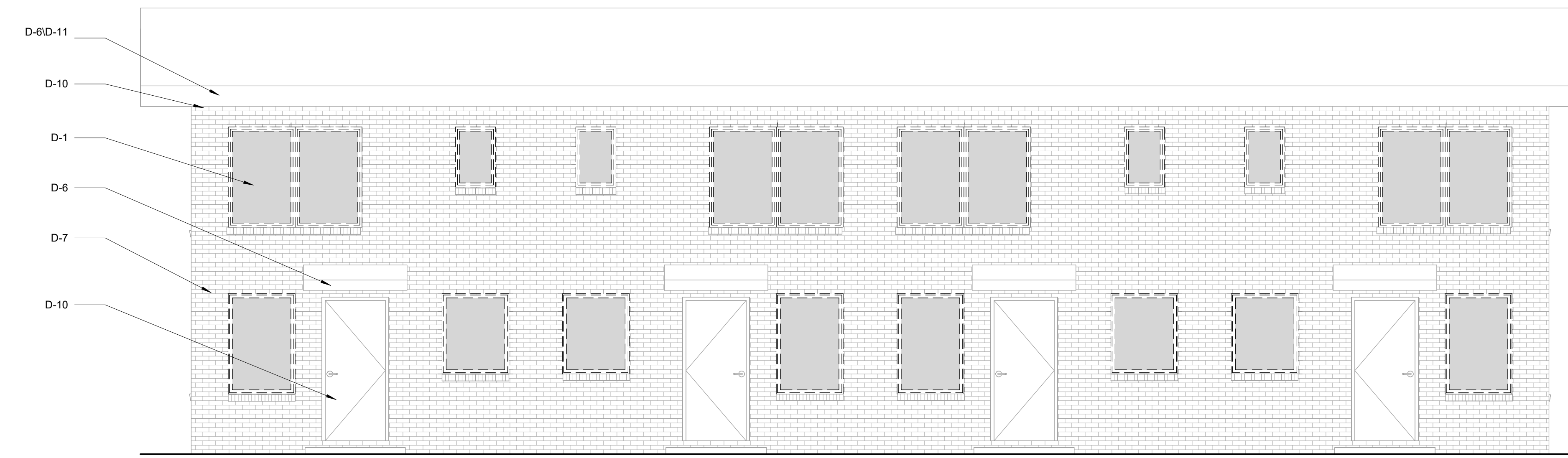
- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS: ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

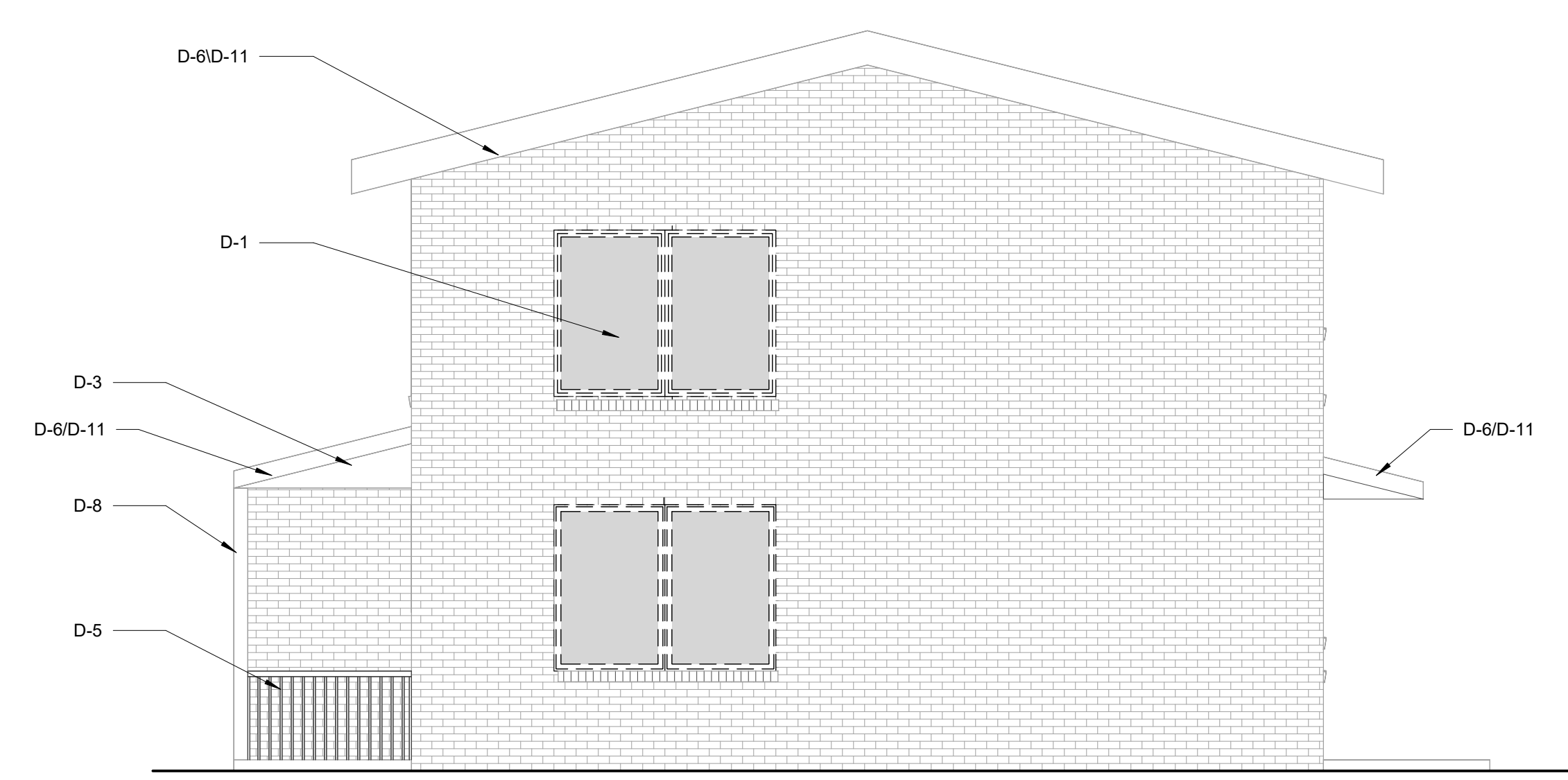
FOR WINDOW BLINDS, PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.



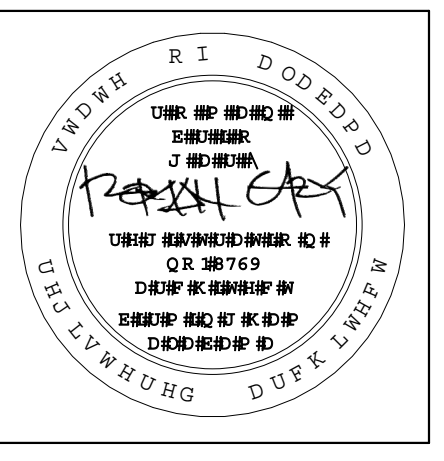
**1 B-4A DEMOLITION FRONT**  
1/4" = 1'-0"



**2 B-4A DEMOLITION REAR**  
1/4" = 1'-0"



**3 B-4A / B-4B DEMOLITION SIDE**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS

#	DESCRIPTION	DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPE B-4A,  
B-4B

SHEET NUMBER:

**A106A**

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 10/06/2023 10:01:10 AM MHA\_Gibbs\_East\_West\_23101\_Arch\_B04.rvt  
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## EXTERIOR MATERIALS LEGEND

### ASPHALT SHINGLES

AS-1 EXISTING TO REMAIN

### MASONRY

BR-1 PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME  
BR-2 PAINT EXISTING MASONRY, ACCENT COLOR

### PAINT

PT-1 EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME  
PT-2 EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

### SIDING

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/  
1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.

### SOFFITS

S-1 PERFORATED VINYL SOFFIT

### TRIM

W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE  
W-2 NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT  
W-3 NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT

### GABLE VENTS

V-1 RECTANGULAR VINYL GABLE VENT 18" X 24"  
V-2 RECTANGULAR VINYL GABLE VENT 12" X 18"

### SHUTTERS

SH-1 VINYL SHUTTER 5'-2" X 1'-8"  
SH-2 VINYL SHUTTER 4'-2" X 1'-8"

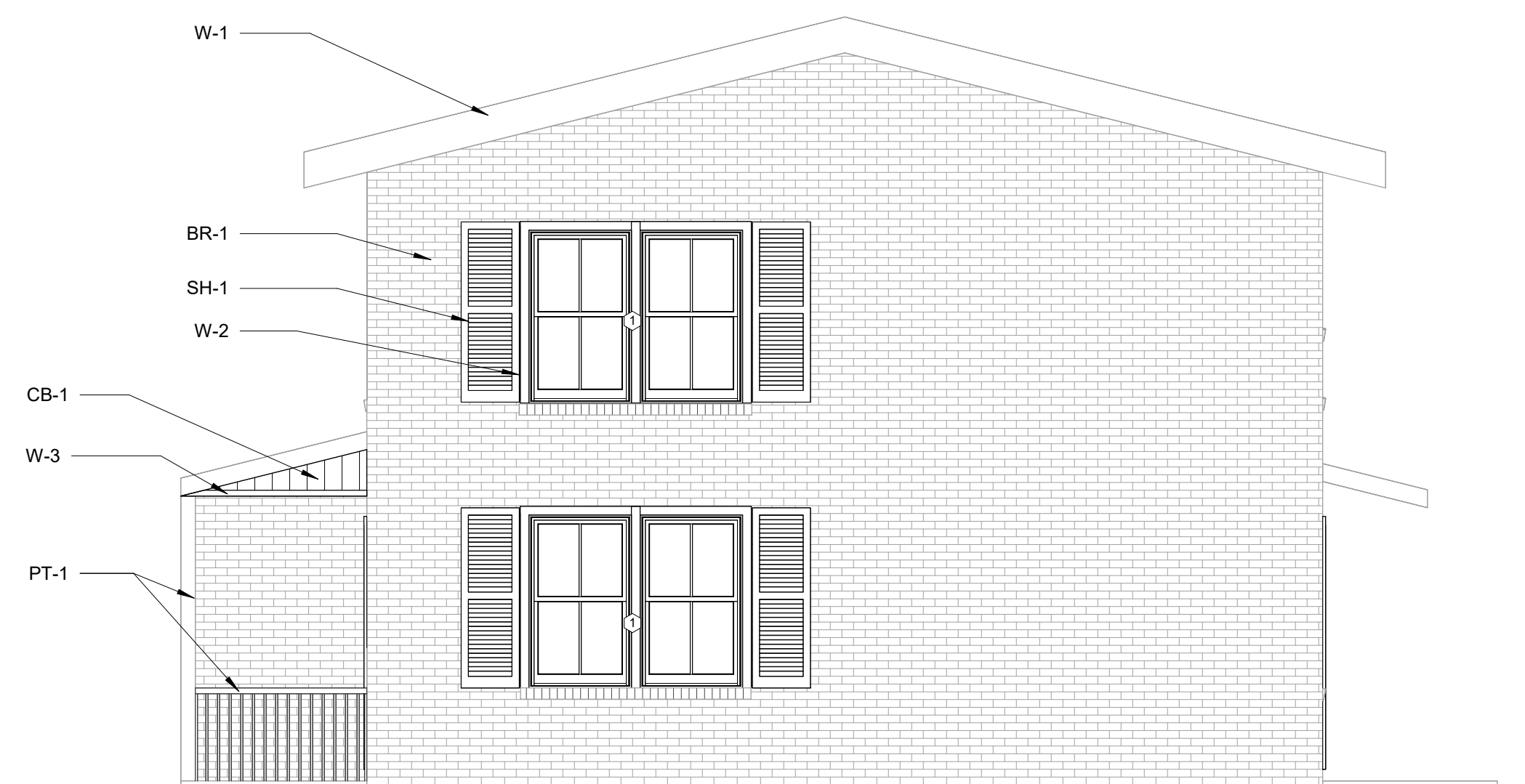
B-4A, B-4B PAINT SCHEME B  
SEE A201



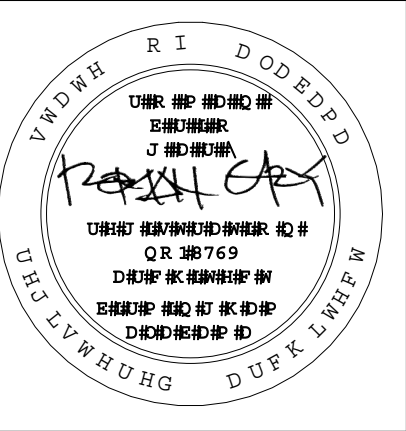
1 B-4A NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



2 B-4A NEW CONSTRUCTION REAR  
1/4" = 1'-0"



3 B-4A / B-4B NEW CONSTRUCTION SIDE  
1/4" = 1'-0"



MHA GIBBS EAST & WEST RE-CLADDING

2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

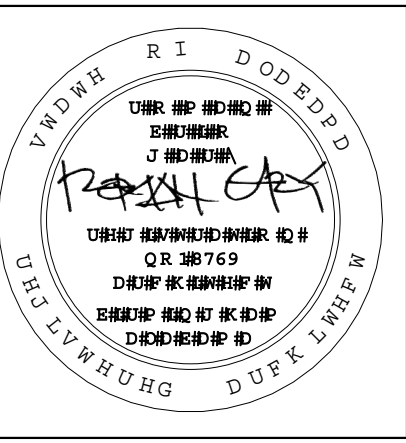
DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPE B-4A, B-4B

SHEET NUMBER:

A106B



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

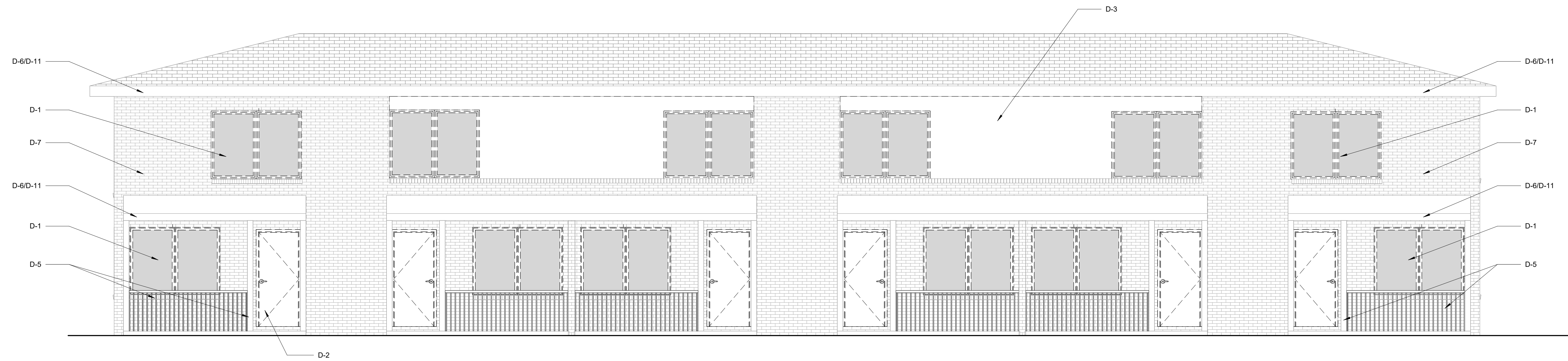
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23101

DATE:  
10/06/2023

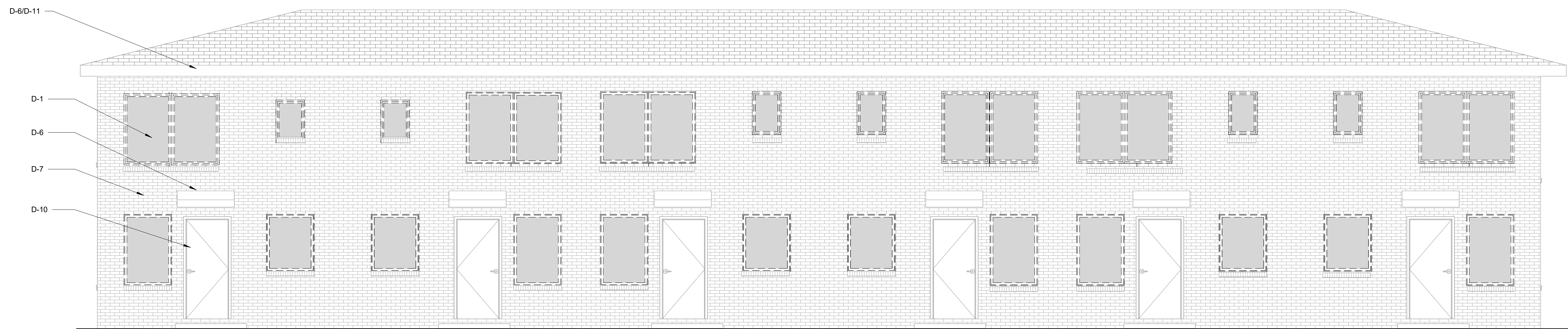
PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS B-5A, B-5B,  
B-5C

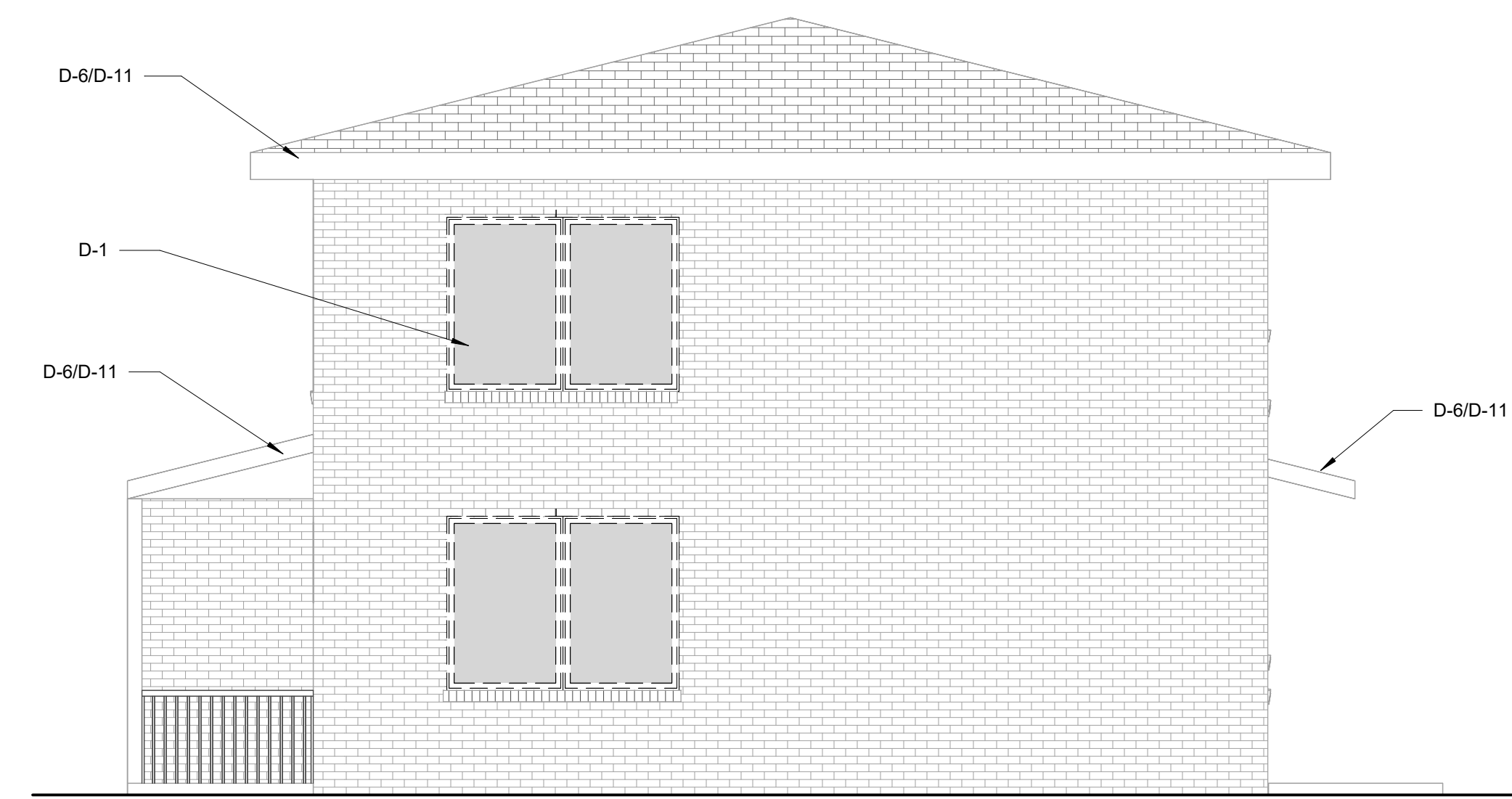
SHEET NUMBER:  
A107A



**1 B-5 DEMOLITION FRONT**  
1/4" = 1'-0"



**3 B-5 DEMOLITION REAR**  
1/4" = 1'-0"



**5 B-5 DEMOLITION SIDE**  
1/4" = 1'-0"

**DEMOLITION GENERAL NOTES**

- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS, ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

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**EXTERIOR MATERIALS LEGEND**

<b>ASPHALT SHINGLES</b>	
AS-1	EXISTING TO REMAIN
<b>MASONRY</b>	
BR-1	PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME
BR-2	PAINT EXISTING MASONRY, ACCENT COLOR
<b>PAINT</b>	
PT-1	EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
PT-2	EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
<b>SIDING</b>	
CB-1	NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1x3 FIBER CEMENT BATTENS AT 24" O.C. MAX.
<b>SOFFITS</b>	
S-1	PERFORATED VINYL SOFFIT
<b>TRIM</b>	
W-1	NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE
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W-3	NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT
<b>GABLE VENTS</b>	
V-1	RECTANGULAR VINYL GABLE VENT 18" X 24"
V-2	RECTANGULAR VINYL GABLE VENT 12" X 18"
<b>SHUTTERS</b>	
SH-1	VINYL SHUTTER 5'-2" X 1'-8"
SH-2	VINYL SHUTTER 4'-2" X 1'-8"

**B-5A, B-5B, -5C PAINT SCHEME B  
SEE A201**



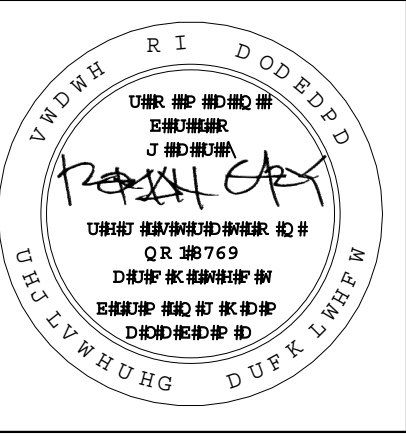
**1 B-5 NEW CONSTRUCTION FRONT**  
1/4" = 1'-0"



**2 B-5 NEW CONSTRUCTION REAR**  
1/4" = 1'-0"



**3 B-5 NEW CONSTRUCTION SIDE (TYPICAL)**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

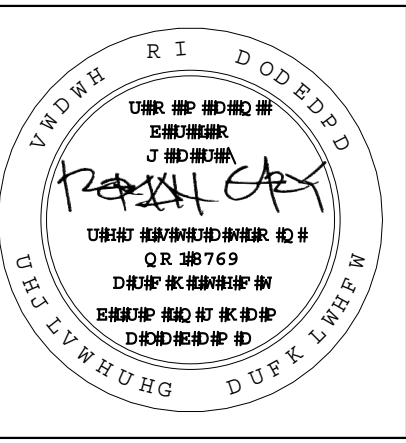
DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
B-5A, B-5B, B-5C

SHEET NUMBER:  
**A107B**

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**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

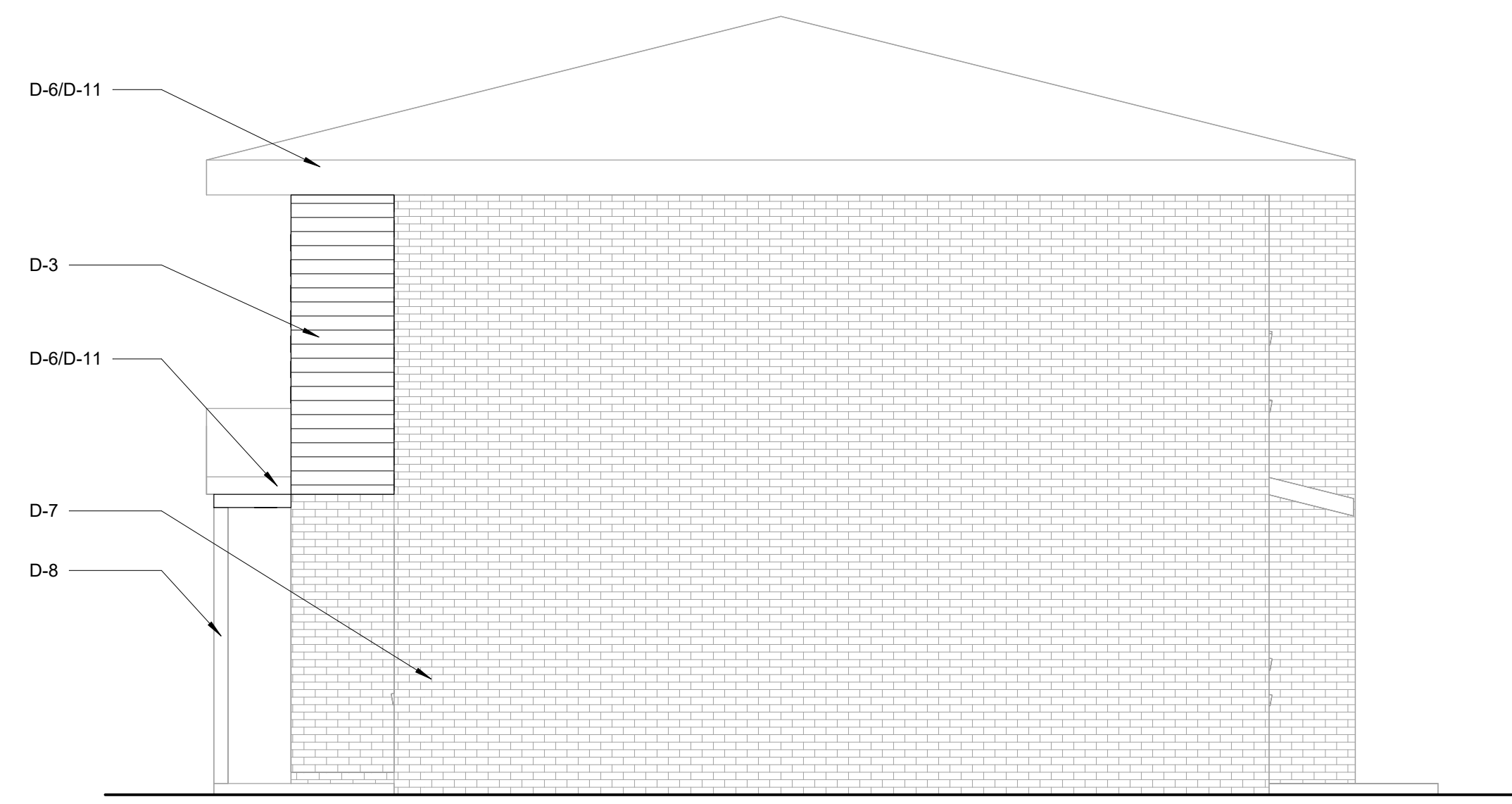
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23101

DATE:  
10/06/2023

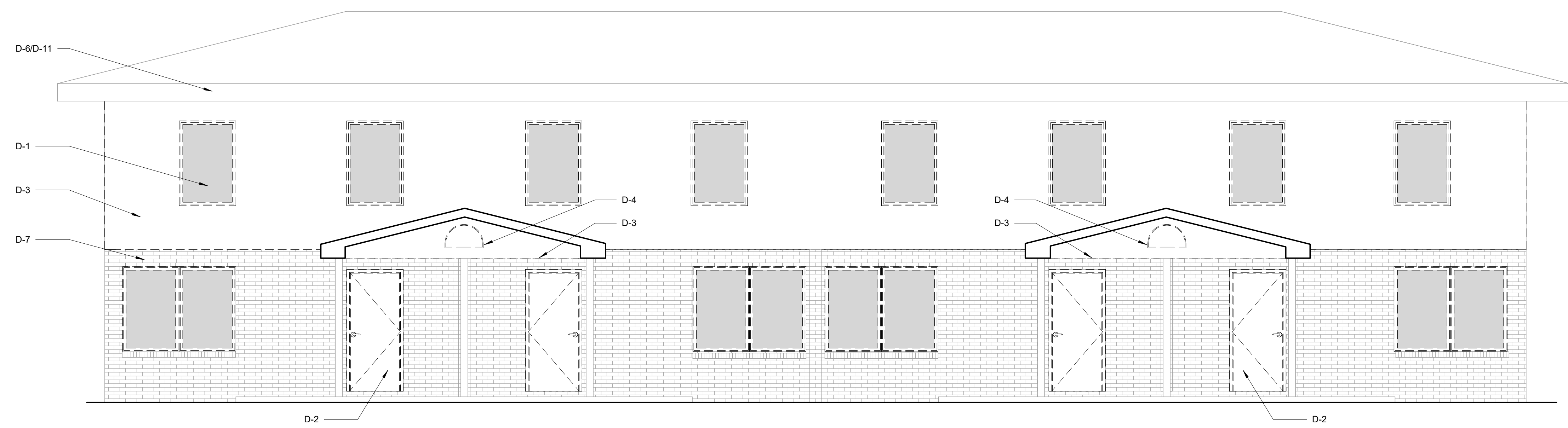
PRINTED / REVISIONS  
 # DESCRIPTION DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPE C-1,  
C-2

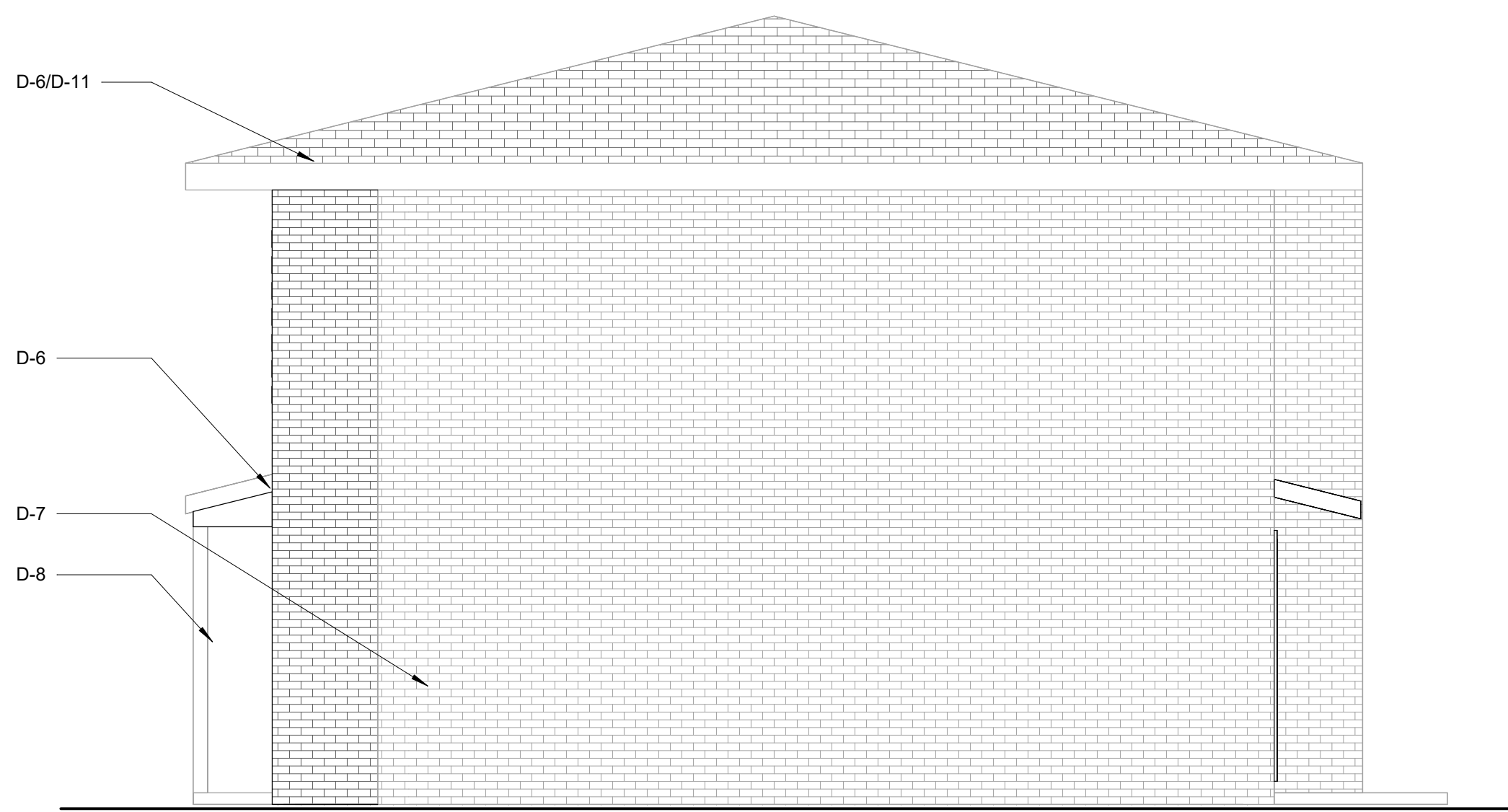
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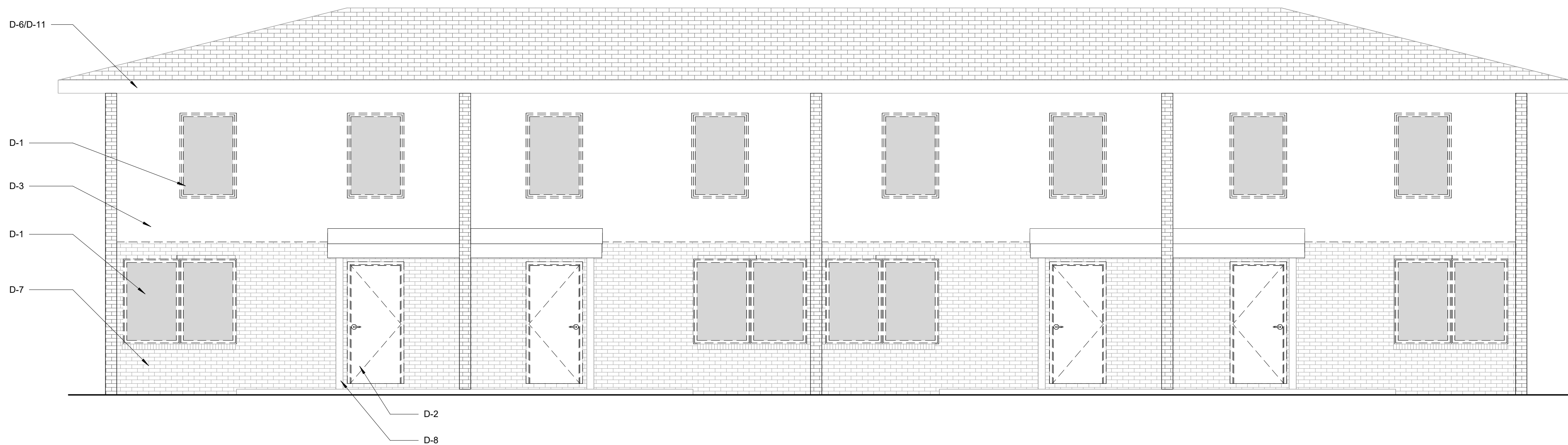
**4 C-1 DEMOLITION SIDES**  
1/4" = 1'-0"



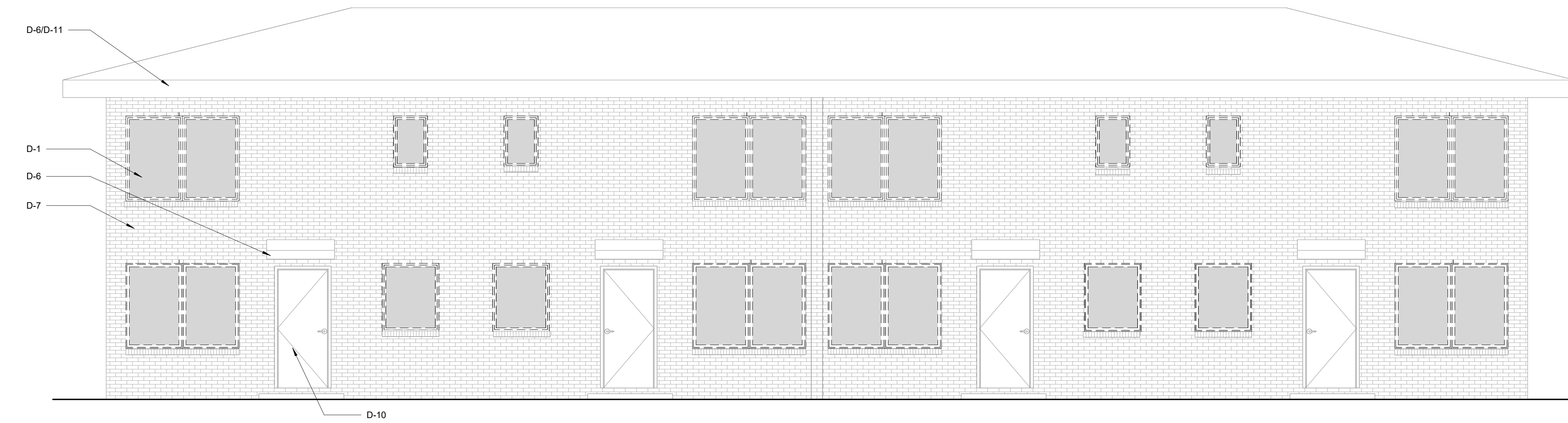
**1 C-1 DEMOLITION FRONT**  
1/4" = 1'-0"



**5 C-2 DEMOLITION SIDES**  
1/4" = 1'-0"



**2 C-2 DEMOLITION FRONT**  
1/4" = 1'-0"



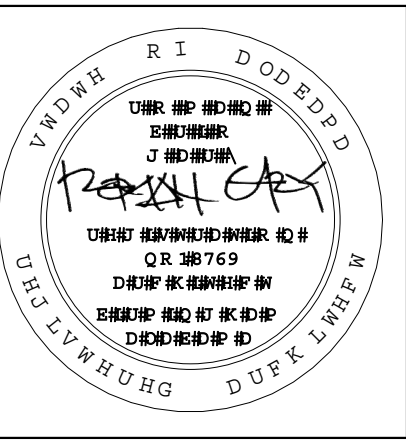
**3 C-1/C-2 DEMOLITION REAR**  
1/4" = 1'-0"

**DEMOLITION GENERAL NOTES**

- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS, ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.  
 FOR WINDOW BLINDS, PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION; GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.

ALL RIGHTS RESERVED BY MHA GIBBS EAST & WEST. THIS DRAWING IS THE PROPERTY OF CCR ARCHITECTURE & INTERIORS AND IS TO BE RETURNED UPON REQUEST.



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

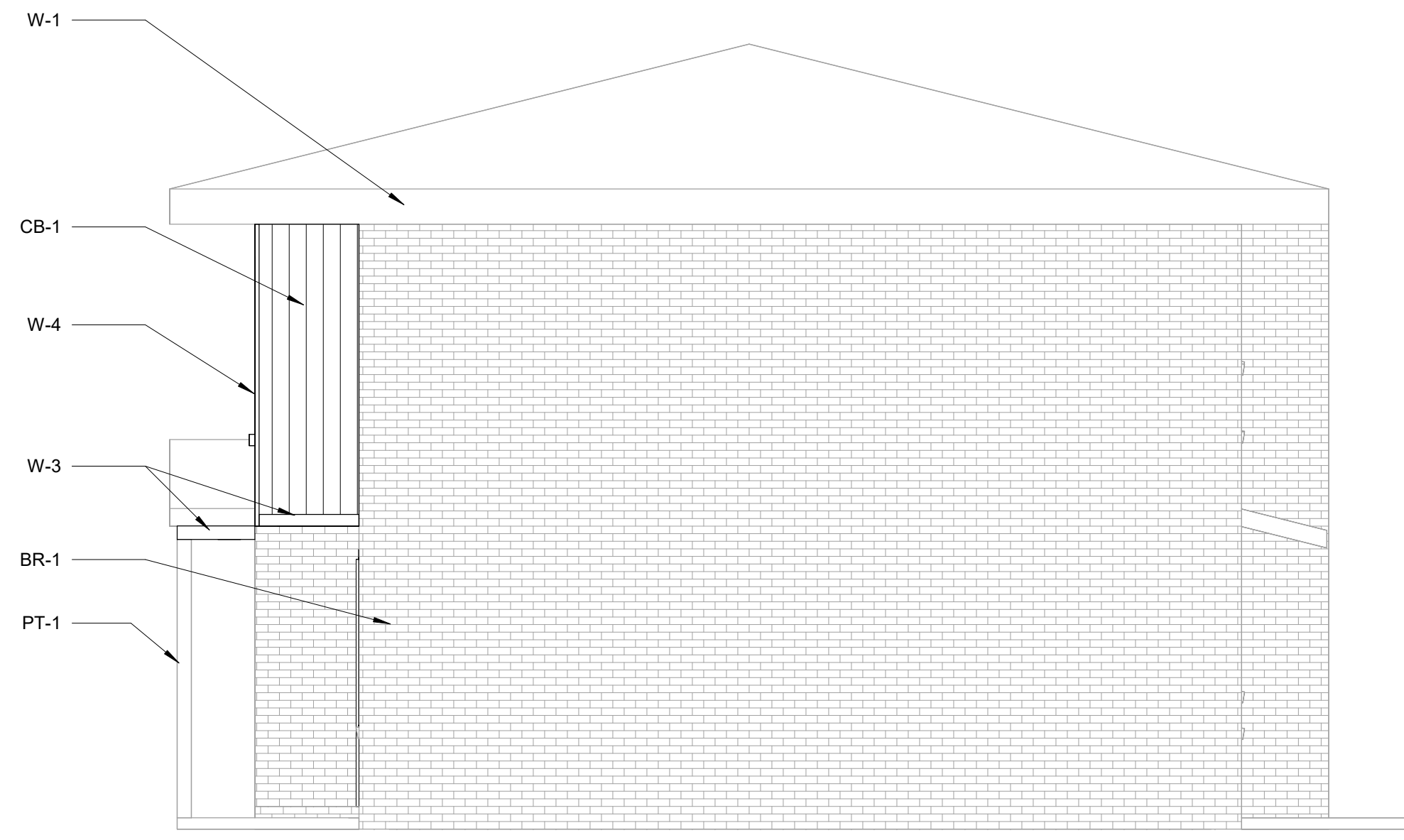
JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPE C-1, C-2

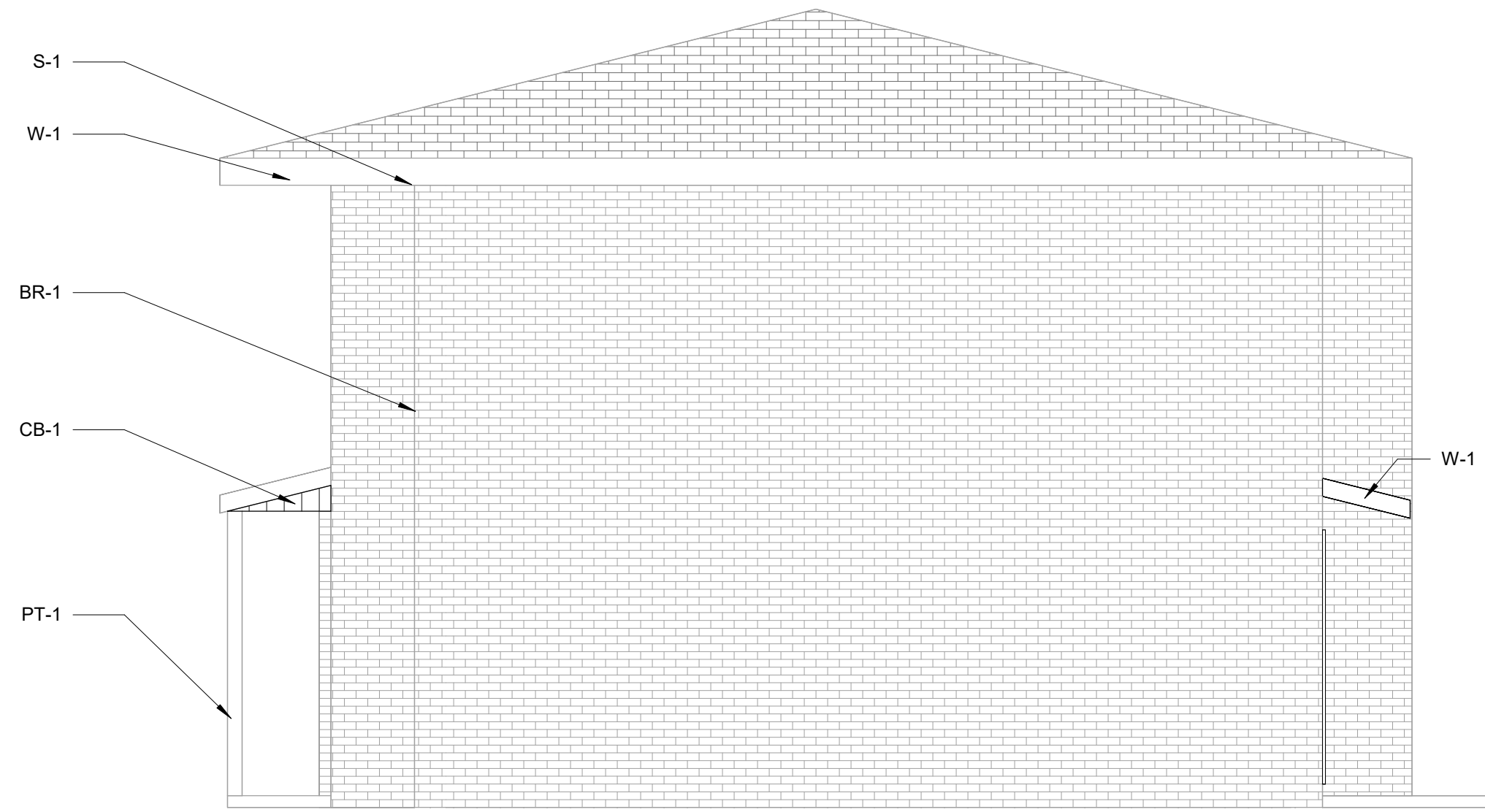
SHEET NUMBER:  
A108B



4 C-1 NEW CONSTRUCTION SIDES (TYPICAL)  
1/4" = 1'-0"



1 C-1 NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



5 C-2 NEW CONSTRUCTION SIDES (TYPICAL)  
1/4" = 1'-0"



2 C-2 NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



3 C-1/C-2 NEW CONSTRUCTION REAR  
1/4" = 1'-0"

EXTERIOR MATERIALS LEGEND	
ASPHALT SHINGLES	
AS-1	EXISTING TO REMAIN
MASONRY	
BR-1	PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME
BR-2	PAINT EXISTING MASONRY, ACCENT COLOR
PAINT	
PT-1	EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
PT-2	EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
SIDING	
CB-1	NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.
SOFFITS	
S-1	PERFORATED VINYL SOFFIT
TRIM	
W-1	NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE
W-2	NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT
W-3	NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT
GABLE VENTS	
V-1	RECTANGULAR VINYL GABLE VENT 18" X 24"
V-2	RECTANGULAR VINYL GABLE VENT 12" X 18"
SHUTTERS	
SH-1	VINYL SHUTTER 5'-2" X 1'-8"
SH-2	VINYL SHUTTER 4'-2" X 1'-8"

C-1/C-2 PAINT SCHEME B  
SEE A201

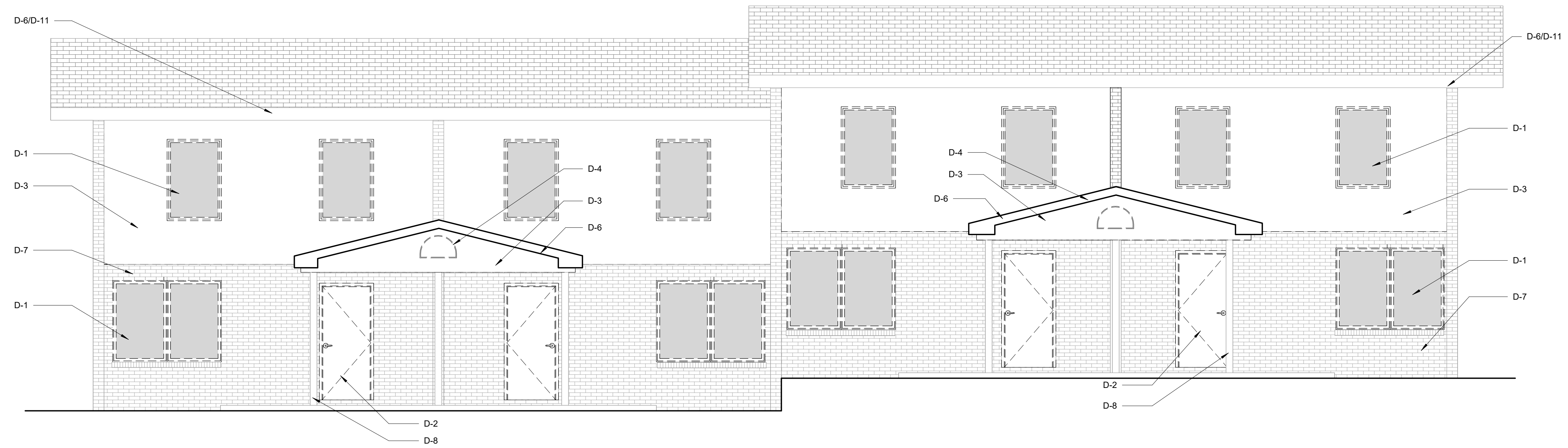
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**DEMOLITION GENERAL NOTES**

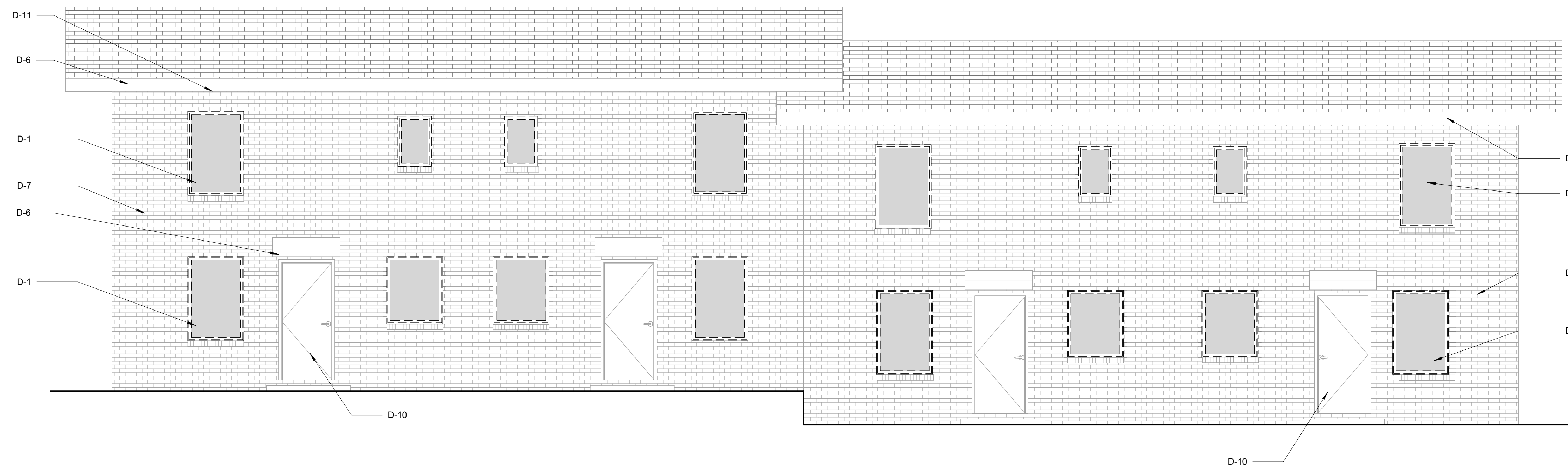
- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS, ON INTERIOR SIDE OF OPENINGS IN WALLS. GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

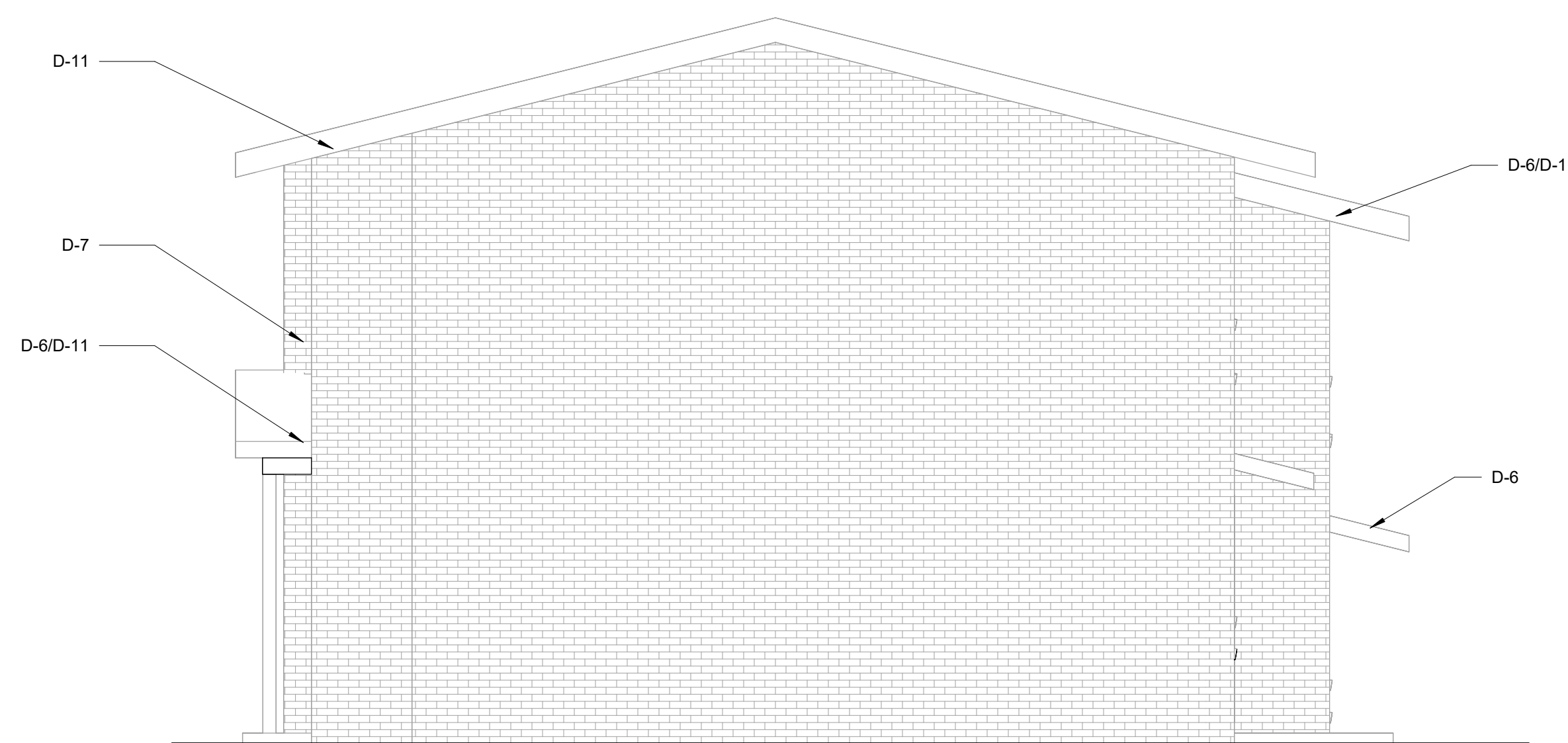
FOR WINDOW BLINDS, PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.



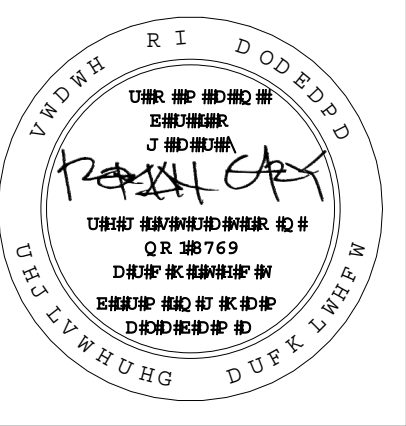
**1 C-3 DEMOLITION FRONT**  
1/4" = 1'-0"



**2 C-3 DEMOLITION REAR**  
1/4" = 1'-0"



**3 C-3 DEMOLITION SIDES**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS

#	DESCRIPTION	DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPE C-3

SHEET NUMBER:

**A109A**

**EXTERIOR MATERIALS LEGEND**

<b>ASPHALT SHINGLES</b>	
AS-1	EXISTING TO REMAIN
<b>MASONRY</b>	
BR-1	PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME
BR-2	PAINT EXISTING MASONRY, ACCENT COLOR
<b>PAINT</b>	
PT-1	EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
PT-2	EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
<b>SIDING</b>	
CB-1	NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.
<b>SOFFITS</b>	
S-1	PERFORATED VINYL SOFFIT
<b>TRIM</b>	
W-1	NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE
W-2	NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT
W-3	NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT
<b>GABLE VENTS</b>	
V-1	RECTANGULAR VINYL GABLE VENT 18" X 24"
V-2	RECTANGULAR VINYL GABLE VENT 12" X 18"
<b>SHUTTERS</b>	
SH-1	VINYL SHUTTER 5'-2" X 1'-8"
SH-2	VINYL SHUTTER 4'-2" X 1'-8"

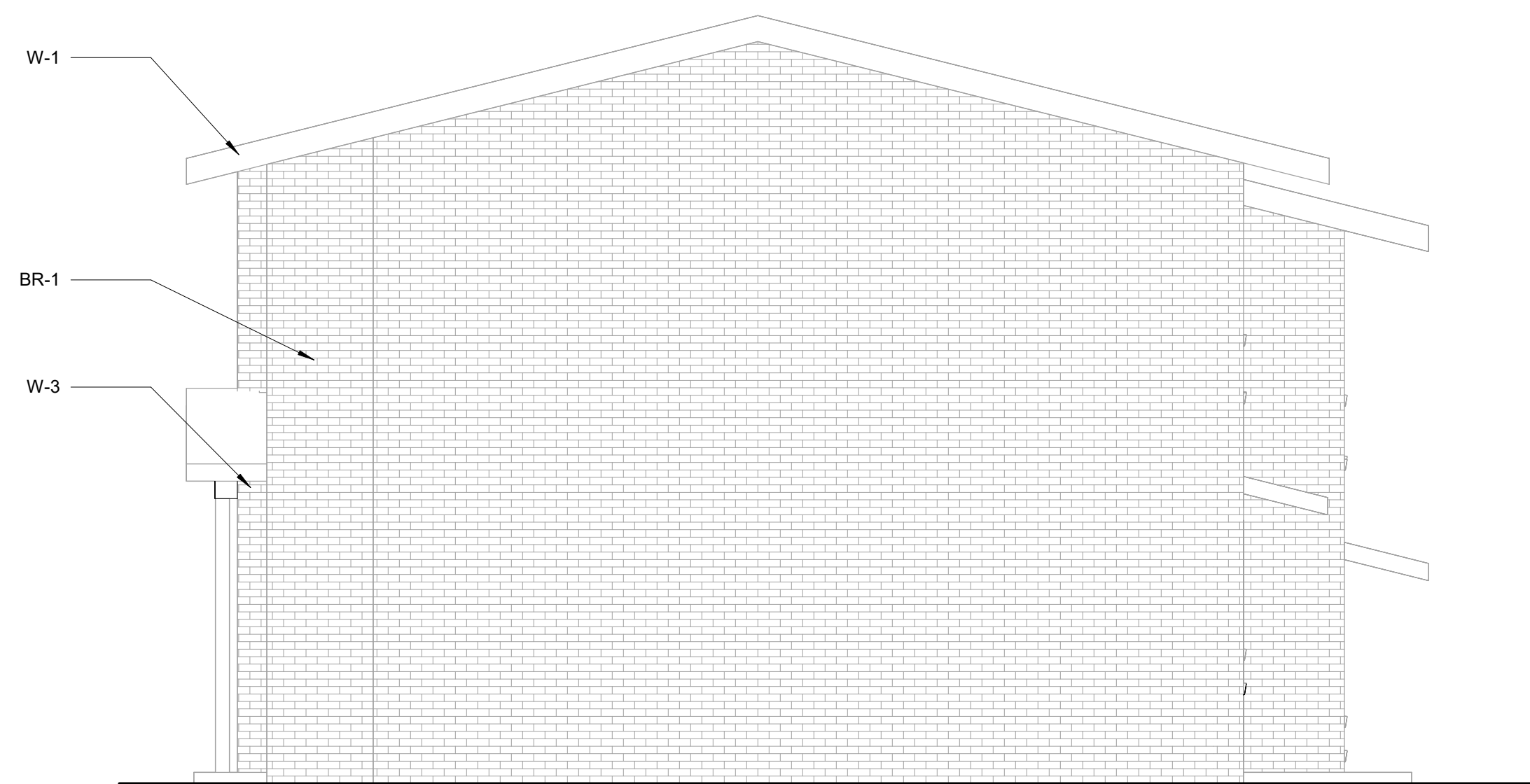
**C-3 PAINT SCHEME A  
SEE A201**



**1 C-3 NEW CONSTRUCTION FRONT**  
1/4" = 1'-0"



**2 C-3 NEW CONSTRUCTION FRONT**  
1/4" = 1'-0"



**3 C-3 NEW CONSTRUCTION SIDES**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPE C-3

SHEET NUMBER:  
**A109B**

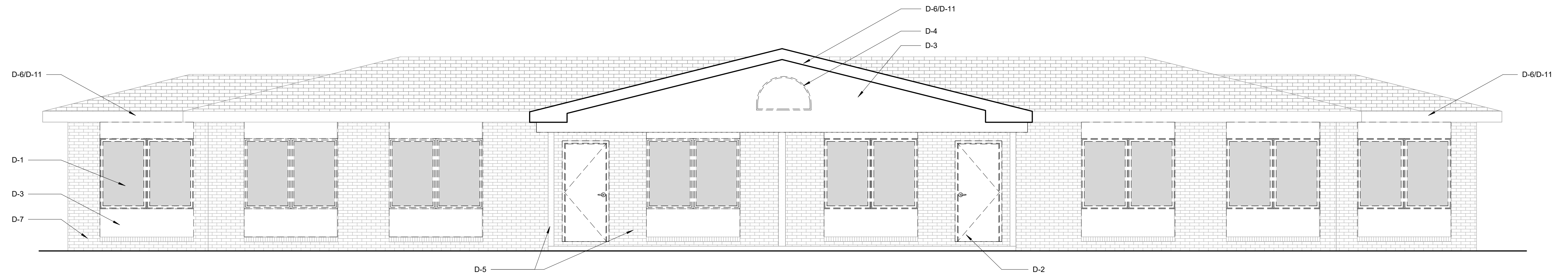
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## DEMOLITION GENERAL NOTES

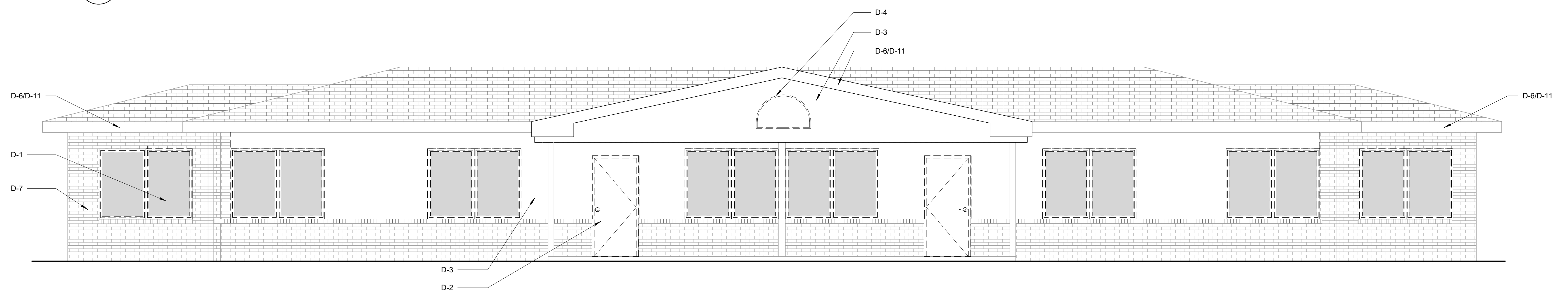
- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS: ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

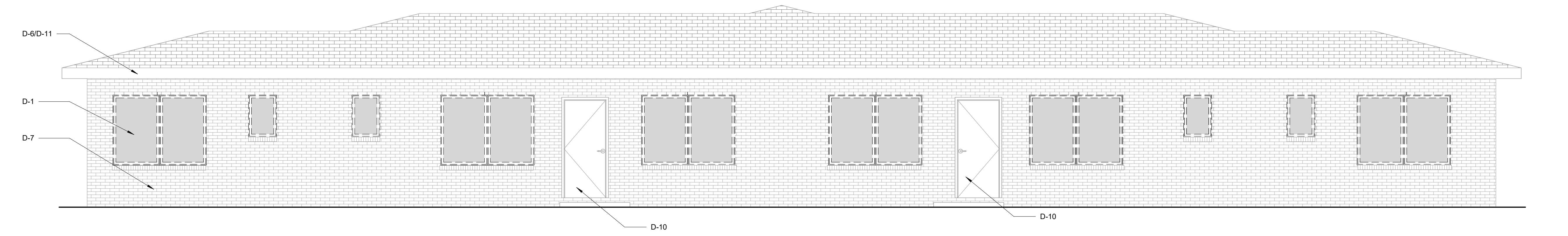
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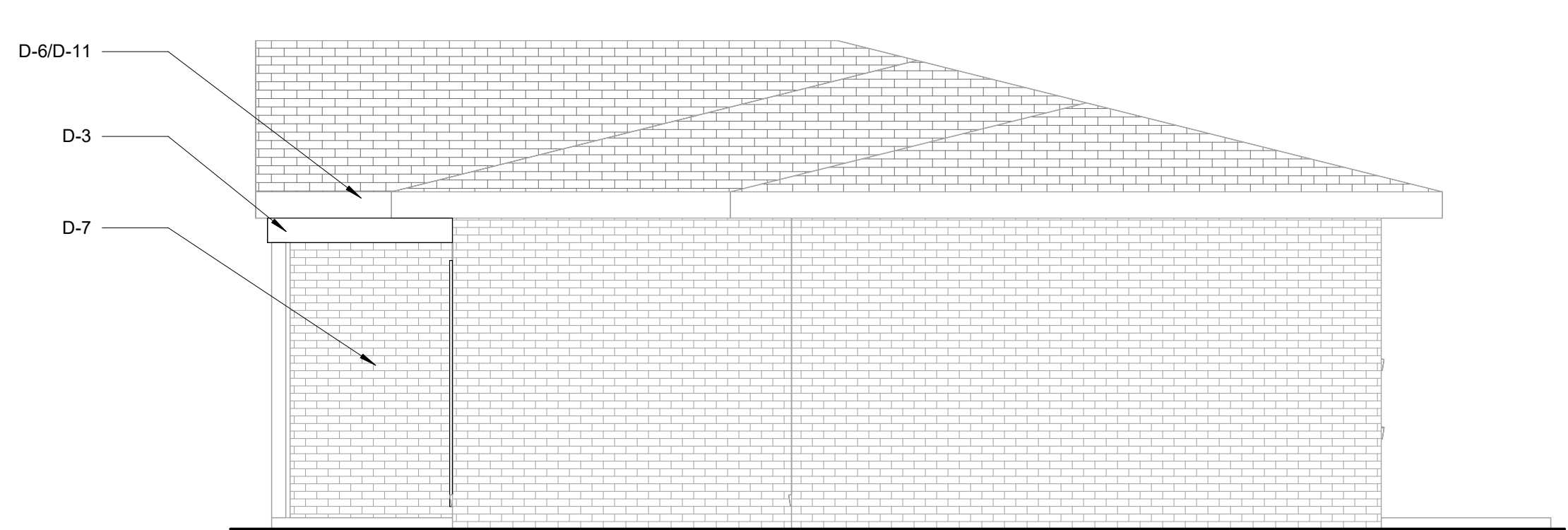
1 D-1A DEMOLITION FRONT  
1/4" = 1'-0"



2 D-1B DEMOLITION FRONT  
1/4" = 1'-0"



3 D-1A / D-1B / D-1C DEMOLITION REAR  
1/4" = 1'-0"



4 D-1A / D-1B / D-1C DEMOLITION SIDE  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS

#	DESCRIPTION	DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPE D-1A,  
D-1B, D-1C

SHEET NUMBER:  
A110A

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## EXTERIOR MATERIALS LEGEND

### ASPHALT SHINGLES

AS-1 EXISTING TO REMAIN

### MASONRY

BR-1 PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME  
BR-2 PAINT EXISTING MASONRY, ACCENT COLOR

### PAINT

PT-1 EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME  
PT-2 EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

### SIDING

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/  
1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.

### SOFFITS

S-1 PERFORATED VINYL SOFFIT

### TRIM

W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE  
W-2 NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT  
W-3 NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT

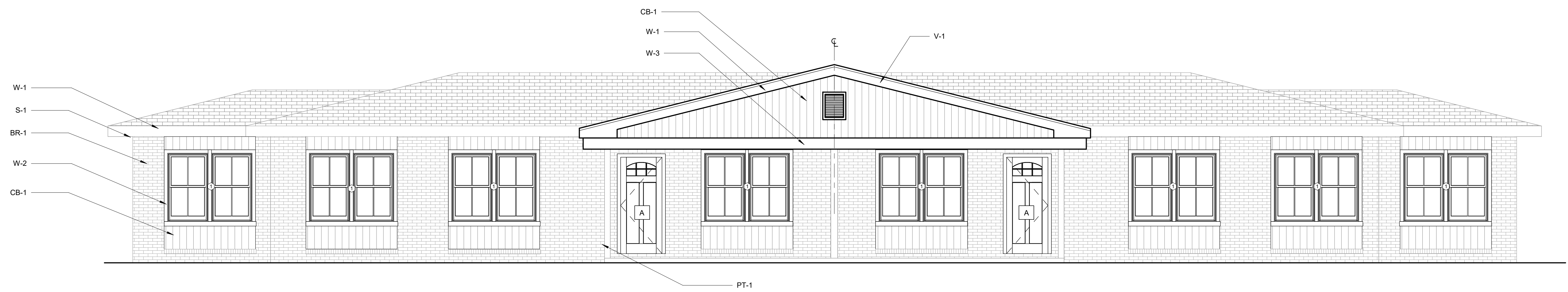
### GABLE VENTS

V-1 RECTANGULAR VINYL GABLE VENT 18" X 24"  
V-2 RECTANGULAR VINYL GABLE VENT 12" X 18"

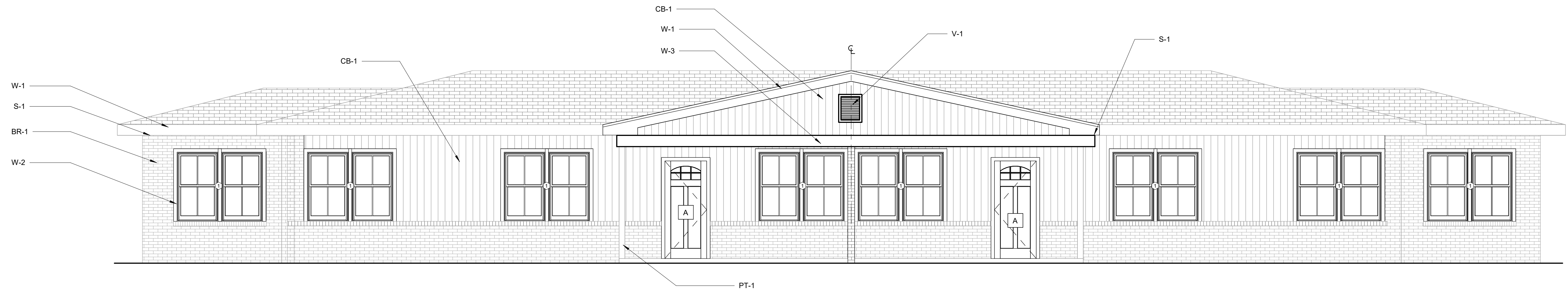
### SHUTTERS

SH-1 VINYL SHUTTER 5'-2" X 1'-8"  
SH-2 VINYL SHUTTER 4'-2" X 1'-8"

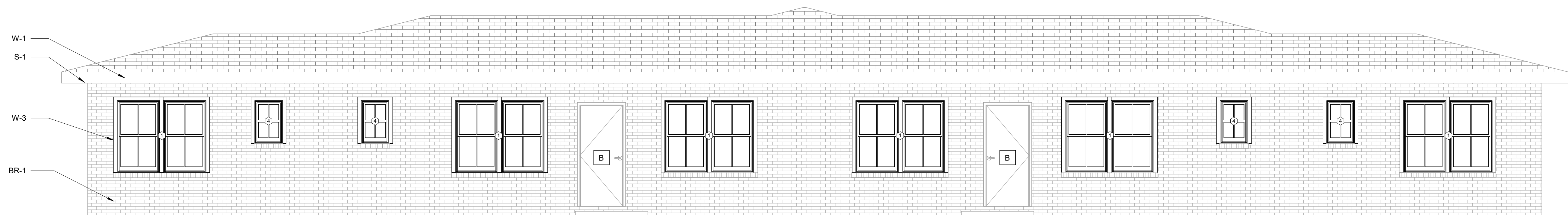
D-1A, D-1B, D-1C PAINT SCHEME A  
SEE A201



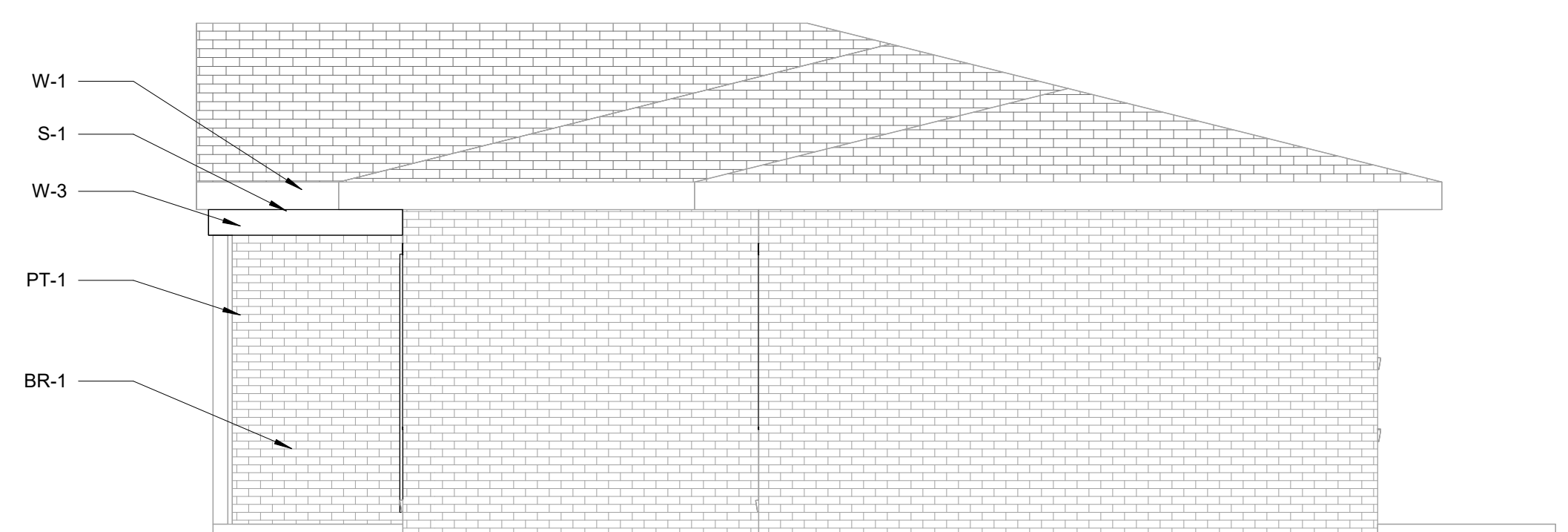
1 D-1A NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



2 D-1B NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



3 D-1A / D-1B / D-1C NEW CONSTRUCTION REAR  
1/4" = 1'-0"



4 D-1A / D-1B / D-1C NEW CONSTRUCTION SIDE  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**

2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPE D-1A, D-1B, D-1C

SHEET NUMBER:

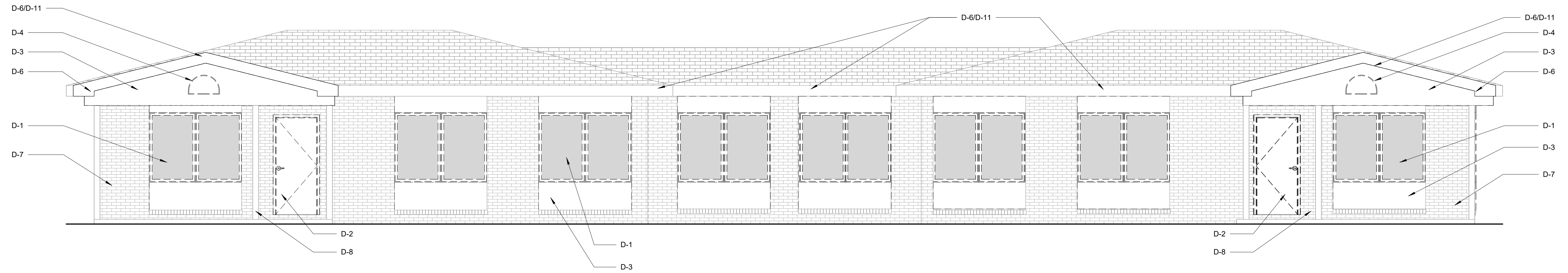
A110B

**DEMOLITION GENERAL NOTES**

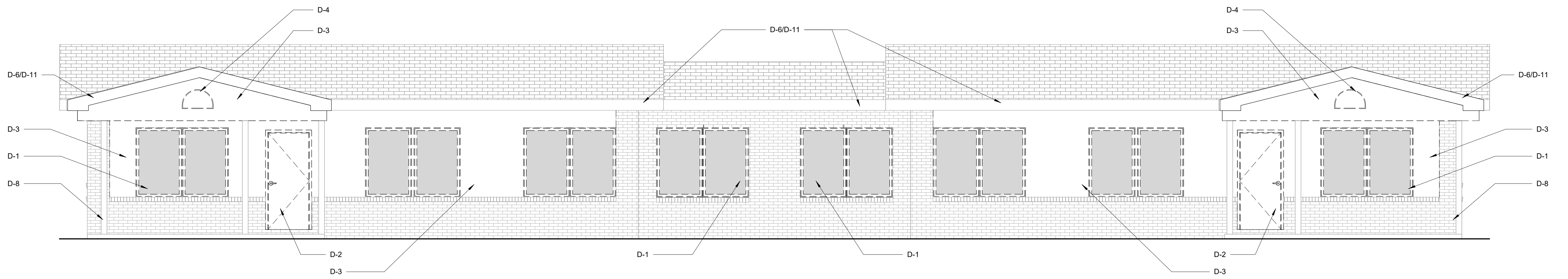
- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS: ON INTERIOR SIDE OF OPENINGS IN WALLS. GENERAL CONTRACTOR TO REPAIR EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

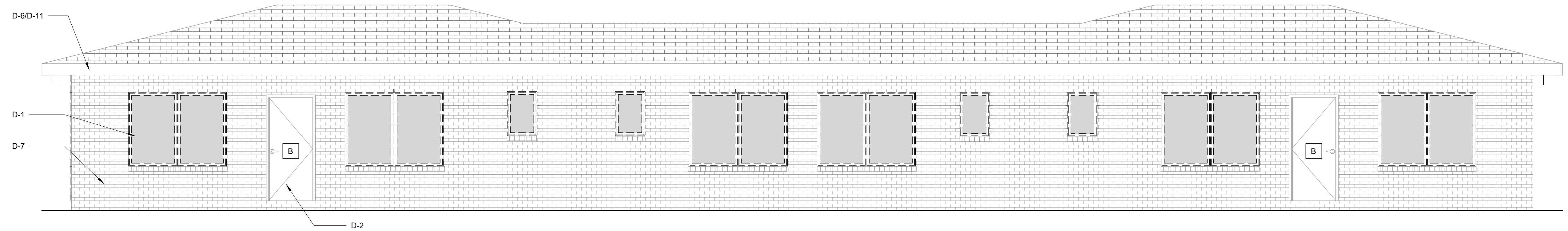
FOR WINDOW BLINDS: PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.



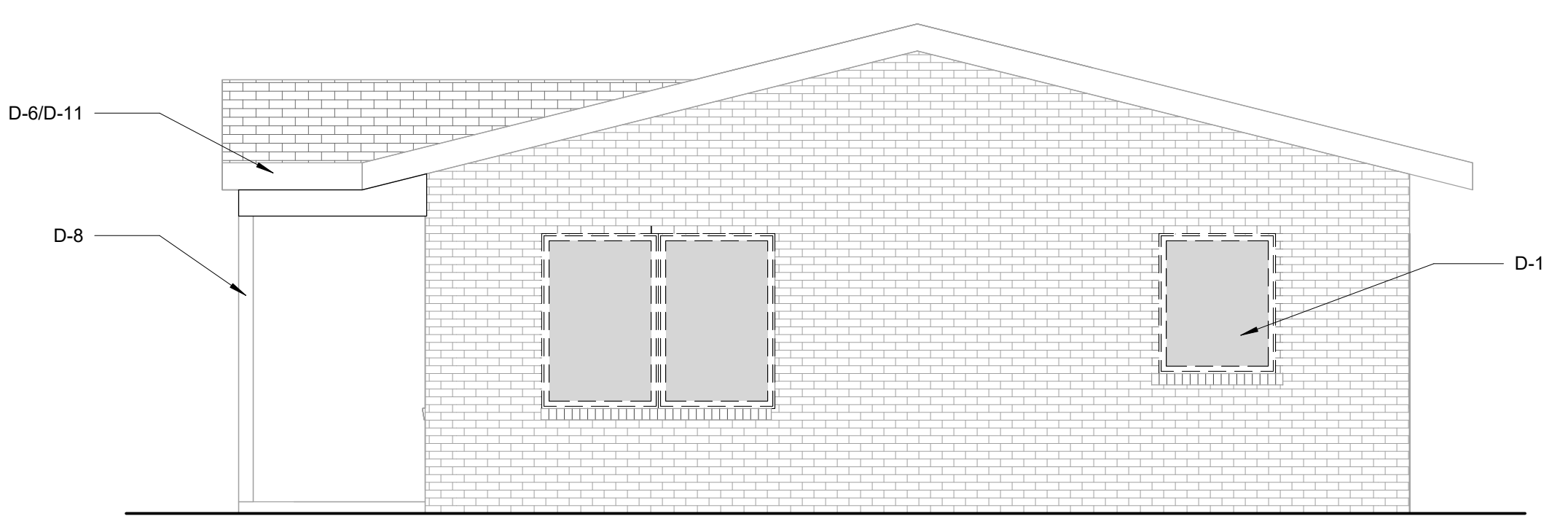
1 D-2A DEMOLITION FRONT  
1/4" = 1'-0"



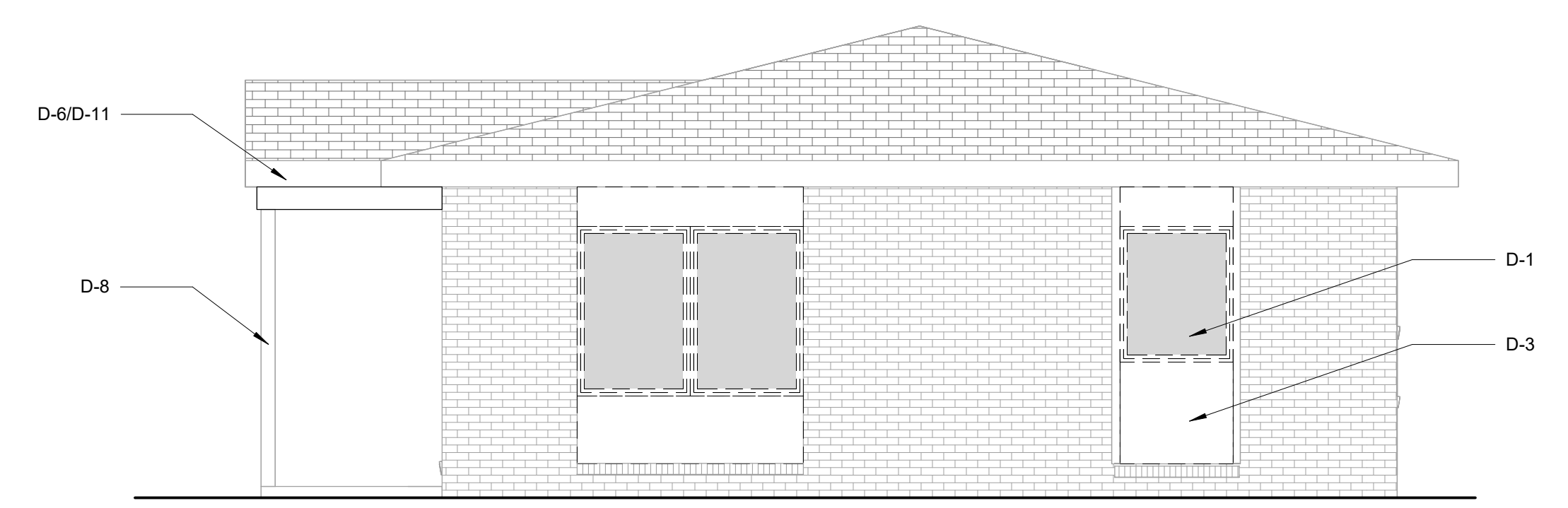
2 D-2B DEMOLITION FRONT  
1/4" = 1'-0"



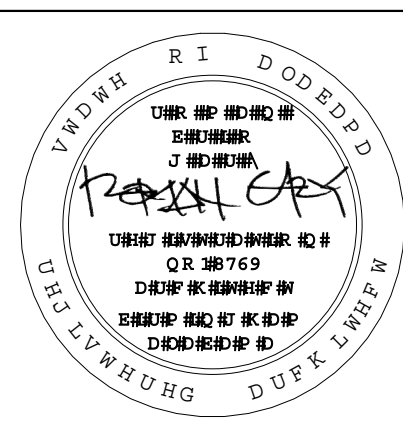
3 D-2A / D-2B / D-2C DEMOLITION REAR  
1/4" = 1'-0"



4 D-2B/D-2C DEMOLITION SIDES  
1/4" = 1'-0"



5 D-2A DEMOLITION SIDES  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS

#	DESCRIPTION	DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPE D-2A,  
D-2B, D-2C

SHEET NUMBER:

**A111A**

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# EXTERIOR MATERIALS LEGEND

## ASPHALT SHINGLES

AS-1 EXISTING TO REMAIN

## MASONRY

BR-1 PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME  
 BR-2 PAINT EXISTING MASONRY, ACCENT COLOR

## PAINT

PT-1 EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME  
 PT-2 EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

## SIDING

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/  
 1x3 FIBER CEMENT BATTENS AT 24" O.C. MAX.

## SOFFITS

S-1 PERFORATED VINYL SOFFIT

## TRIM

W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE  
 W-2 NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT  
 W-3 NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT

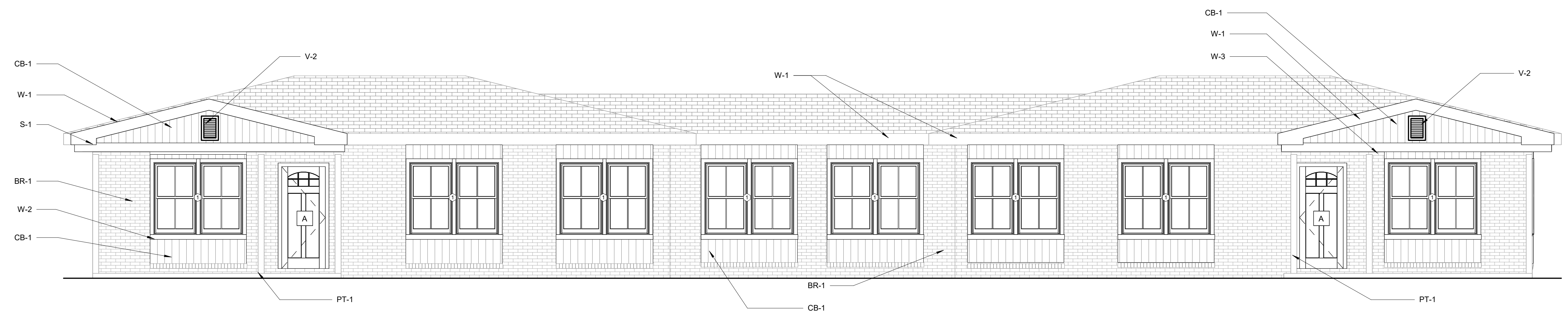
## GABLE VENTS

V-1 RECTANGULAR VINYL GABLE VENT 18" X 24"  
 V-2 RECTANGULAR VINYL GABLE VENT 12" X 18"

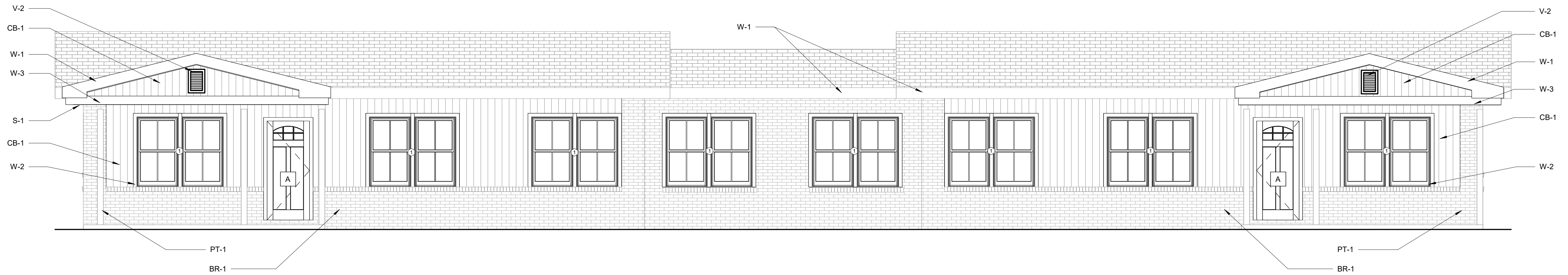
## SHUTTERS

SH-1 VINYL SHUTTER 5'-2" X 1'-8"  
 SH-2 VINYL SHUTTER 4'-2" X 1'-8"

D-2A,D-2B,D-2C PAINT SCHEME B  
 SEE A201



1 D-2A NEW CONSTRUCTION FRONT  
 1/4" = 1'-0"



2 D-2B NEW CONSTRUCTION FRONT  
 1/4" = 1'-0"



3 D-2A NEW CONSTRUCTION REAR  
 1/4" = 1'-0"



4 D-2A NEW CONSTRUCTION SIDES  
 1/4" = 1'-0"



5 D-2B/D-2C NEW CONSTRUCTION SIDES  
 1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
 23101

DATE:  
 10/06/2023

PRINTED / REVISIONS  
 # DESCRIPTION DATE

SHEET TITLE:  
 EXTERIOR ELEVATIONS  
 TYPE D-2A, D-2B, D-2C

SHEET NUMBER:

A111B

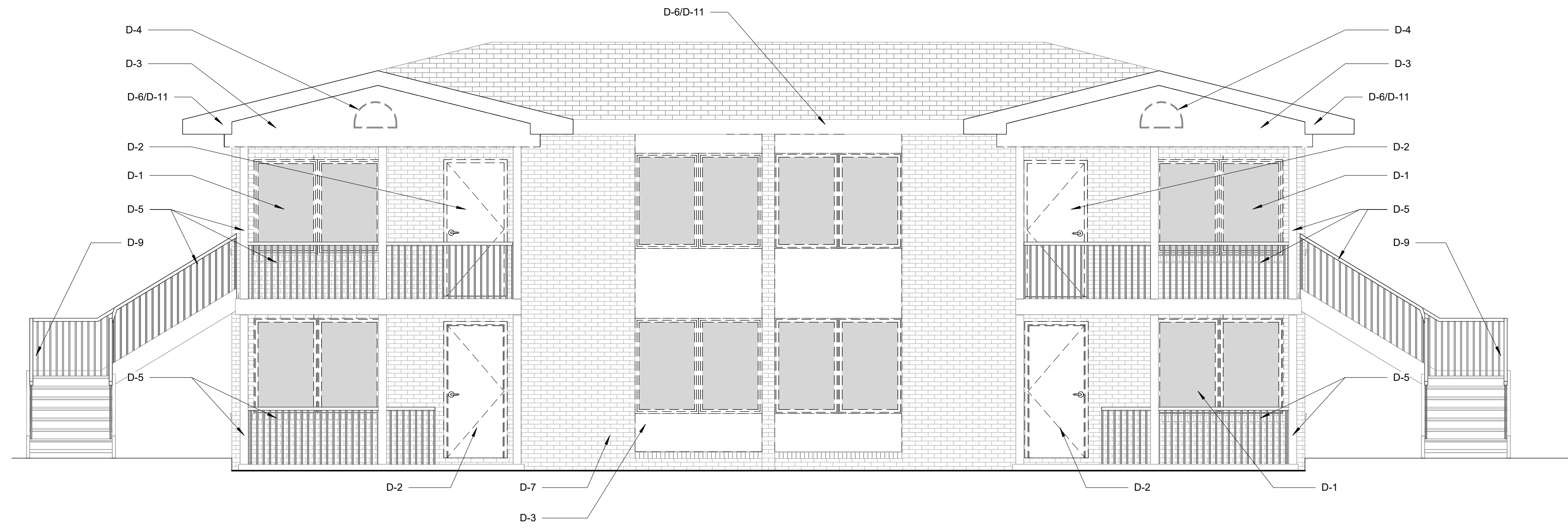
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**DEMOLITION GENERAL NOTES**

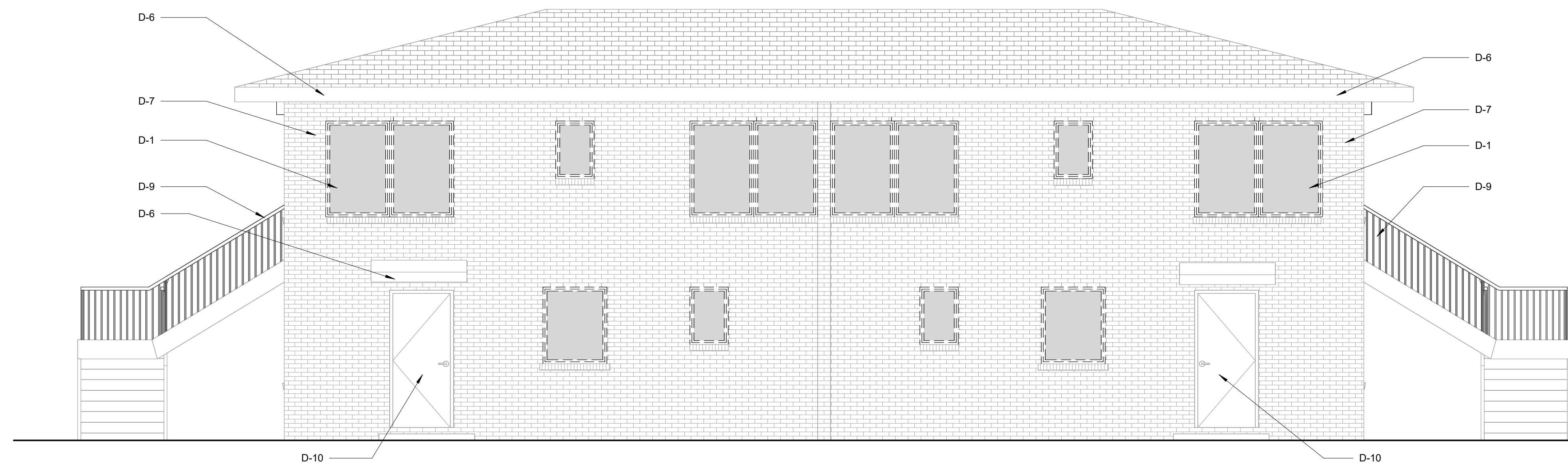
- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS, ON INTERIOR SIDE OF OPENINGS IN WALLS, GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL

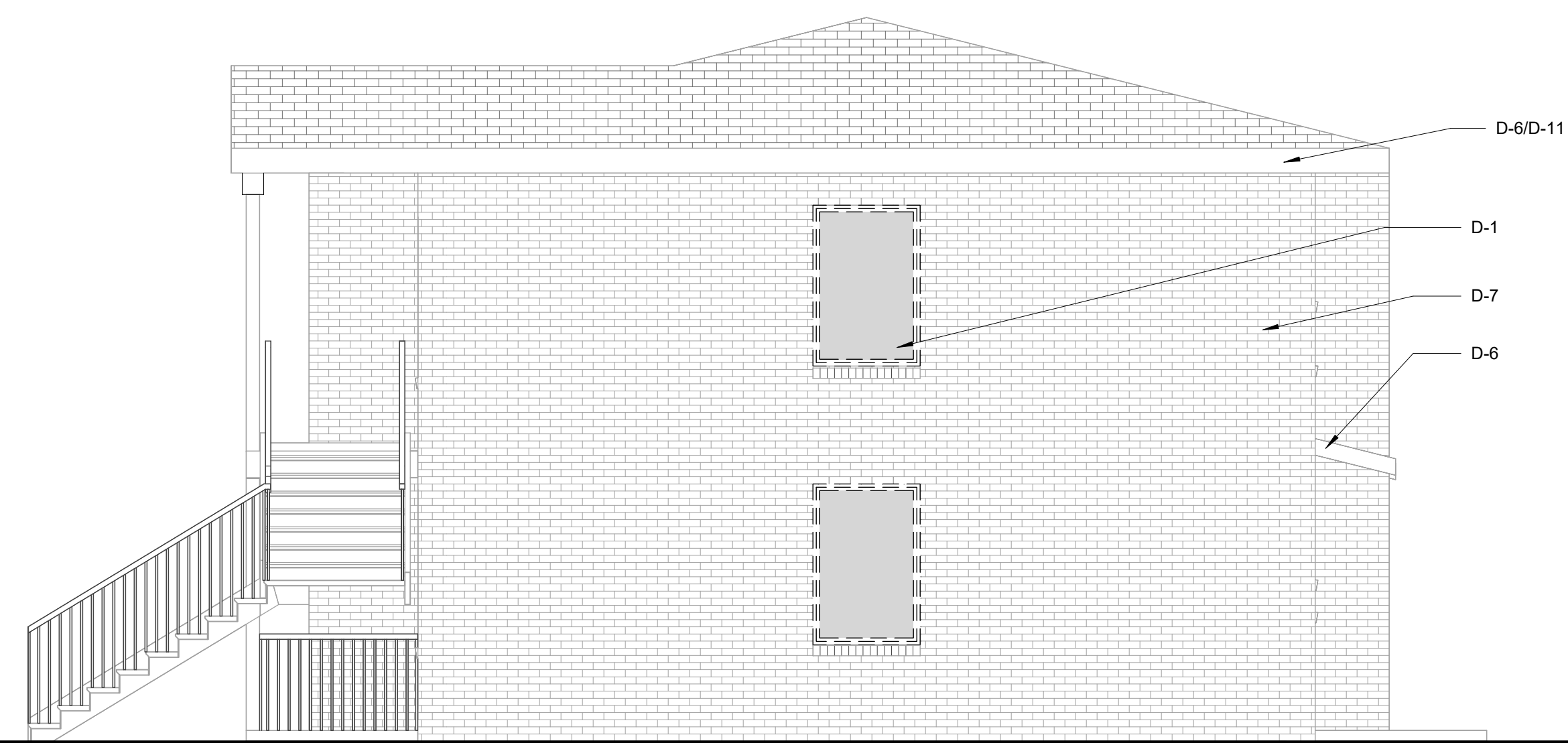
FOR WINDOW BLINDS, PROTECT & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & REINSTALLATION, GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL



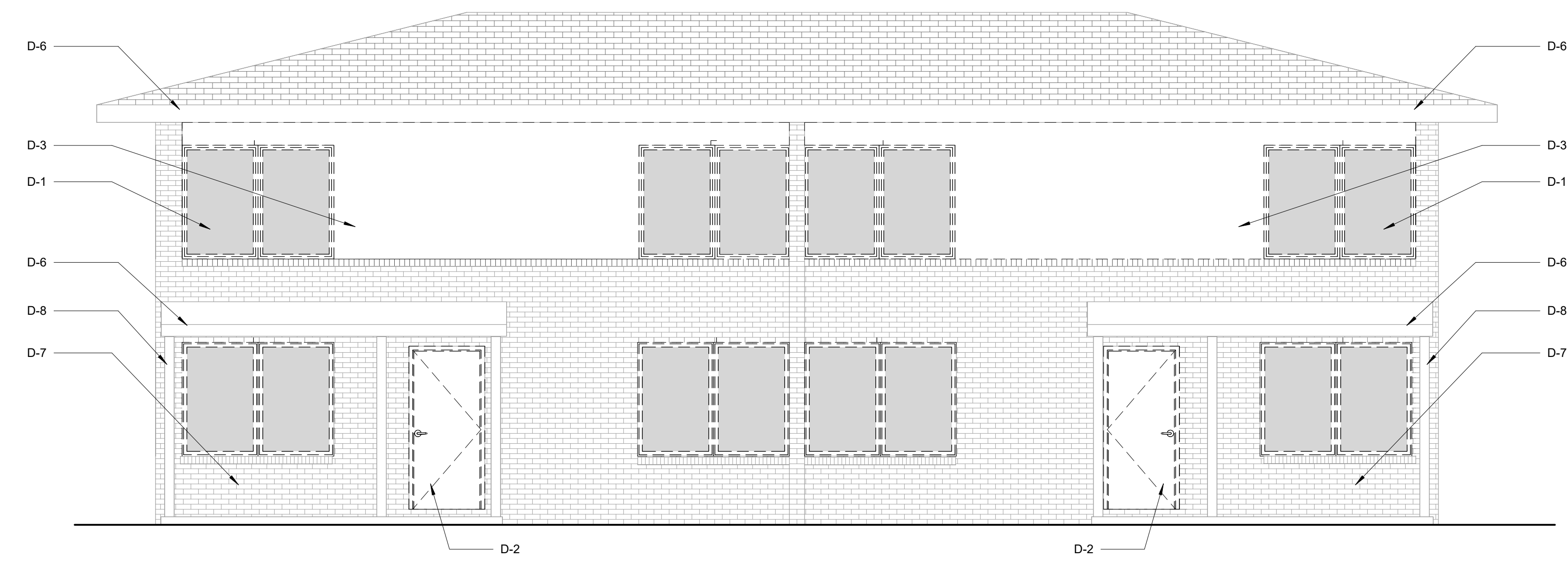
**1 E-1A DEMOLITION FRONT**  
1/4" = 1'-0"



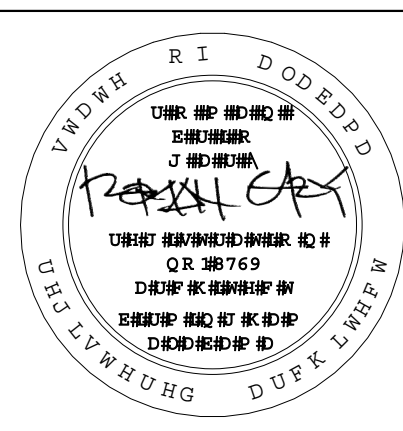
**2 E-1A DEMOLITION REAR**  
1/4" = 1'-0"



**4 E-1A DEMOLITION SIDES**  
1/4" = 1'-0"



**3 E-1B DEMOLITION FRONT**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
DEMOLITION EXTERIOR  
ELEVATIONS TYPES  
E-1A, E-1B, E-1C

SHEET NUMBER:  
**A112A**

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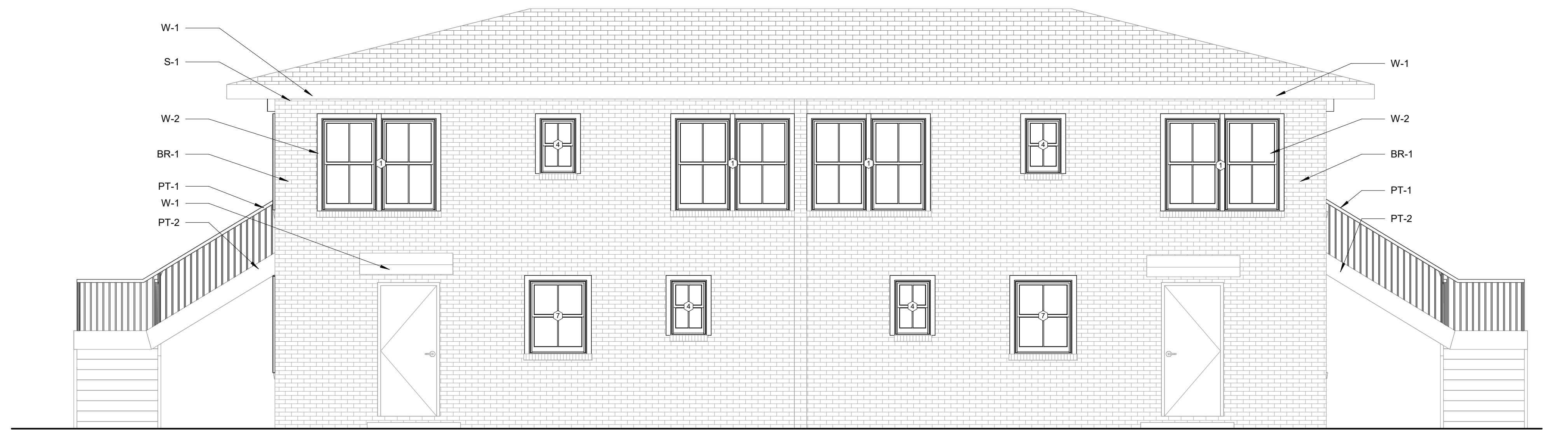
### EXTERIOR MATERIALS LEGEND

<b>ASPHALT SHINGLES</b>	
AS-1	EXISTING TO REMAIN
<b>MASONRY</b>	
BR-1	PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME
BR-2	PAINT EXISTING MASONRY, ACCENT COLOR
<b>PAINT</b>	
PT-1	EXISTING COLUMN OR RAILING - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
PT-2	EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
<b>SIDING</b>	
CB-1	NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.
<b>SOFFITS</b>	
S-1	PERFORATED VINYL SOFFIT
<b>TRIM</b>	
W-1	NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE
W-2	NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT
W-3	NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT
<b>GABLE VENTS</b>	
V-1	RECTANGULAR VINYL GABLE VENT 18" X 24"
V-2	RECTANGULAR VINYL GABLE VENT 12" X 18"
<b>SHUTTERS</b>	
SH-1	VINYL SHUTTER 5'-2" X 1'-8"
SH-2	VINYL SHUTTER 4'-2" X 1'-8"

E-1A, E-1B, E-1C PAINT SCHEME A  
SEE A201



1 E-1A NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



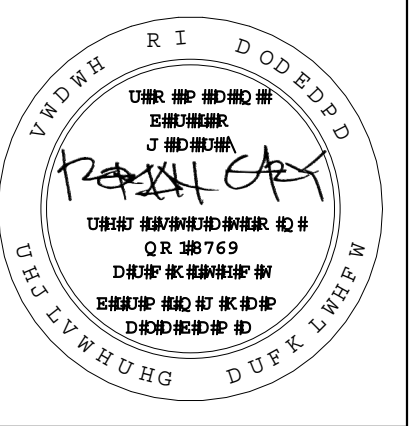
2 E-1A NEW CONSTRUCTION REAR  
1/4" = 1'-0"



4 E-1A NEW CONSTRUCTION SIDES  
1/4" = 1'-0"



3 E-1B NEW CONSTRUCTION FRONT  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
TYPES E-1A, E-1B, E-1C

SHEET NUMBER:  
A112B

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**DEMOLITION GENERAL NOTES**

- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS: PRIOR SIDE OF OPENINGS IN WALLS. GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

FOR WINDOW BLINDS: TEST & REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

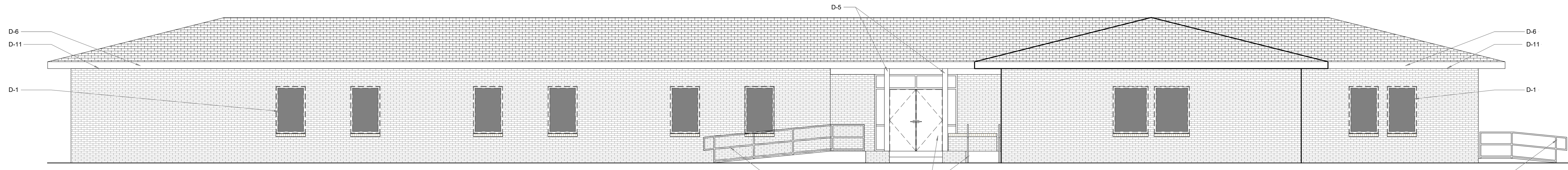
JOB NUMBER:  
23101

DATE:  
10/06/2023

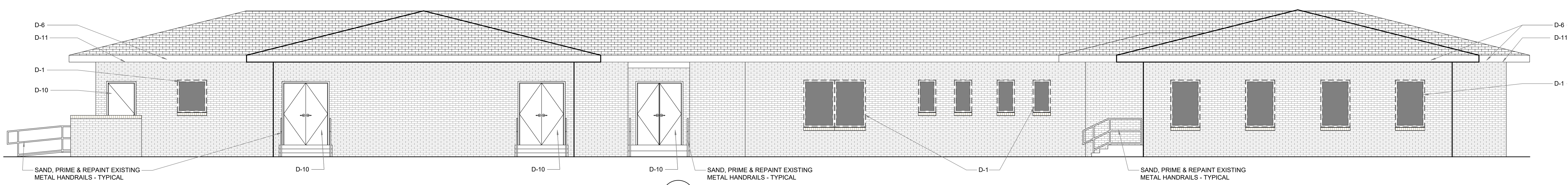
PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
COMMUNITY CENTER  
DEMOLITION

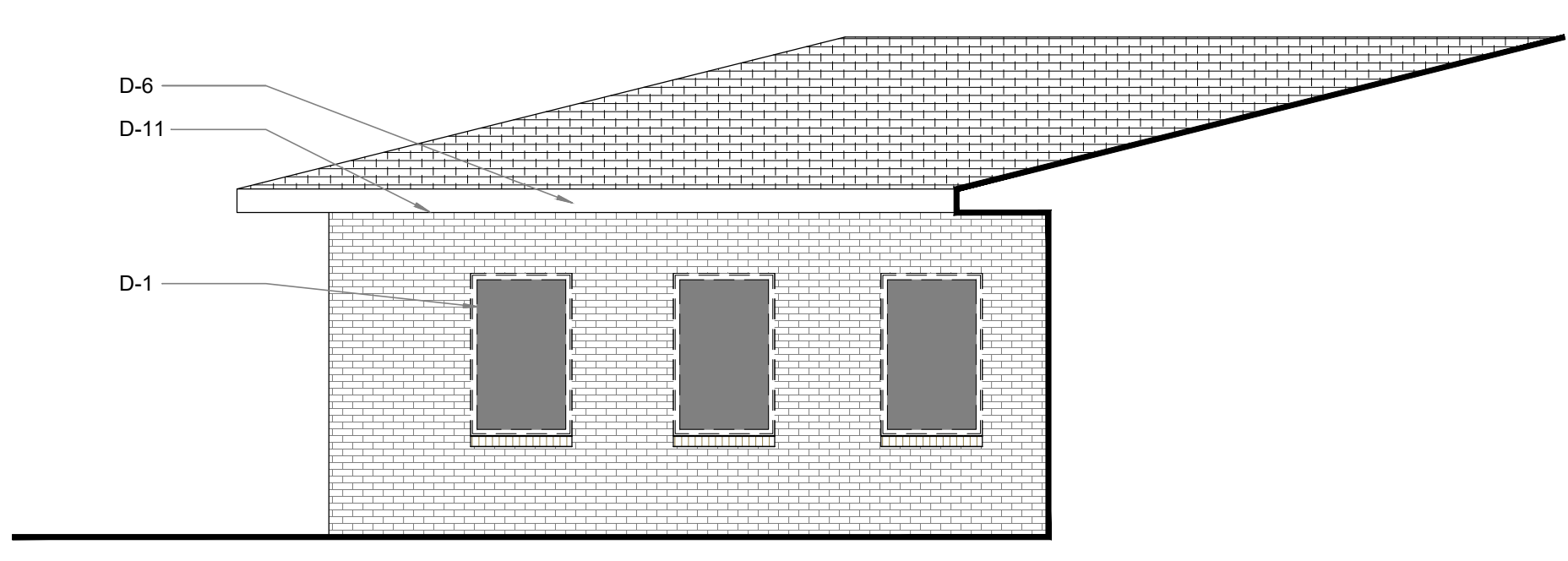
SHEET NUMBER:  
**A113A**



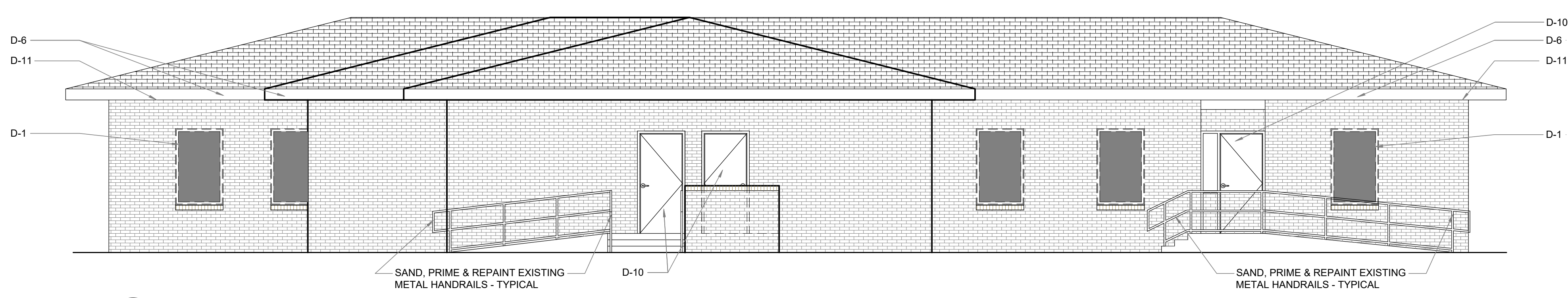
**1** COMMUNITY CENTER DEMOLITION FRONT  
3/16" = 1'-0"



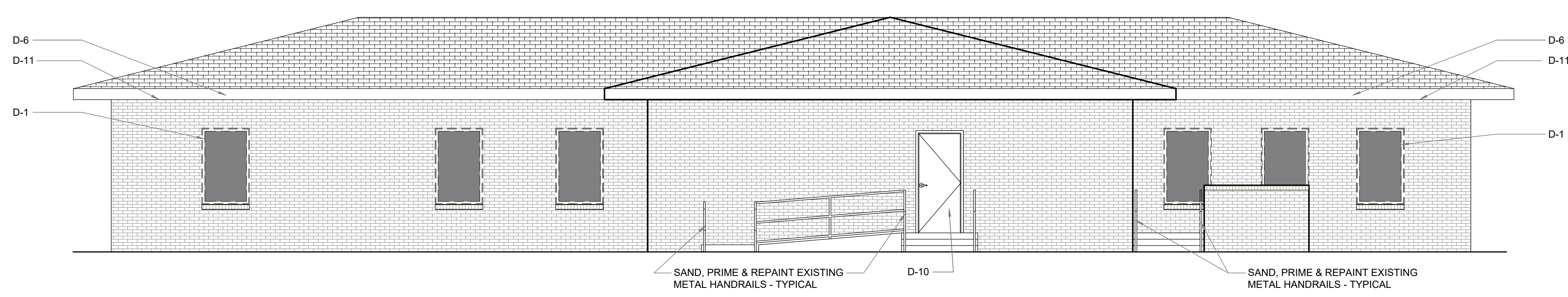
**2** COMMUNITY CENTER DEMOLITION REAR  
3/16" = 1'-0"



**3B** COMMUNITY CENTER DEMOLITION RIGHT (MIDDLE)  
3/16" = 1'-0"



**3** COMMUNITY CENTER DEMOLITION RIGHT  
3/16" = 1'-0"



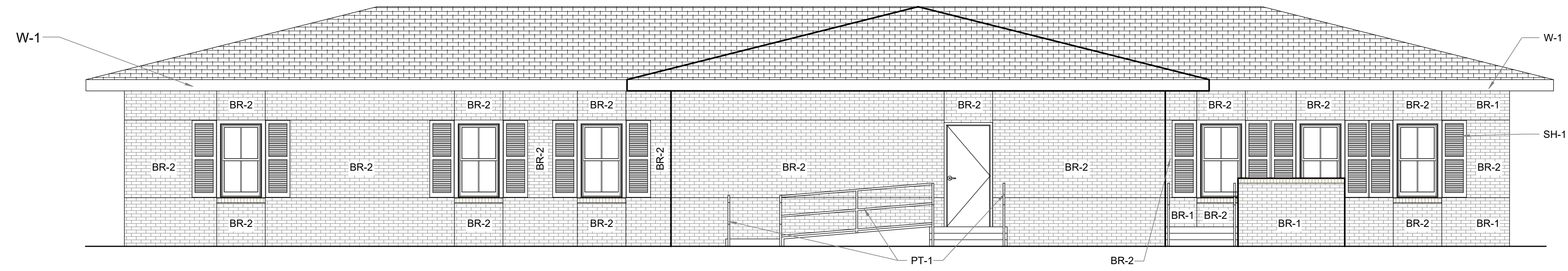
**4** COMMUNITY CENTER DEMOLITION LEFT  
3/16" = 1'-0"

10/2023 12:43:39 PM  
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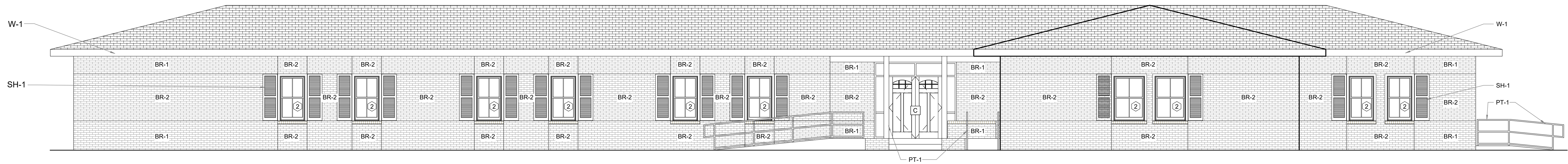
**EXTERIOR MATERIALS LEGEND**

<b>ASPHALT SHINGLES</b>	
AS-1	EXISTING TO REMAIN
<b>MASONRY</b>	
BR-1	PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME
BR-2	PAINT EXISTING MASONRY, ACCENT COLOR
<b>PAINT</b>	
PT-1	
PT-2	EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME
<b>SIDING</b>	
CB-1	NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.
<b>SOFFITS</b>	
S-1	PERFORATED VINYL SOFFIT
<b>TRIM</b>	
W-1	NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE
W-2	NEW CEMENT BOARD TRIM - 1X3 PRIMED FOR PAINT
W-3	NEW CEMENT BOARD TRIM - 1X6 PRIMED FOR PAINT
<b>GABLE VENTS</b>	
V-1	RECTANGULAR VINYL GABLE VENT 18" X 24"
V-2	RECTANGULAR VINYL GABLE VENT 12" X 18"
<b>SHUTTERS</b>	
SH-1	VINYL SHUTTER 5'-2" X 1'-8"
SH-2	VINYL SHUTTER 4'-2" X 1'-8"

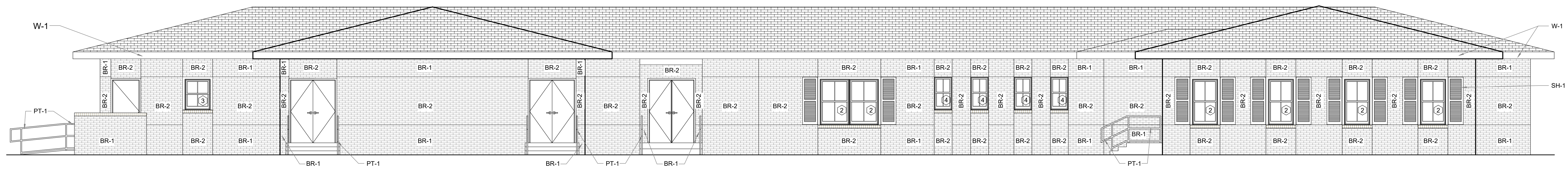
**A1-A/A-1B/A-1C PAINT SCHEME A  
SEE A201**



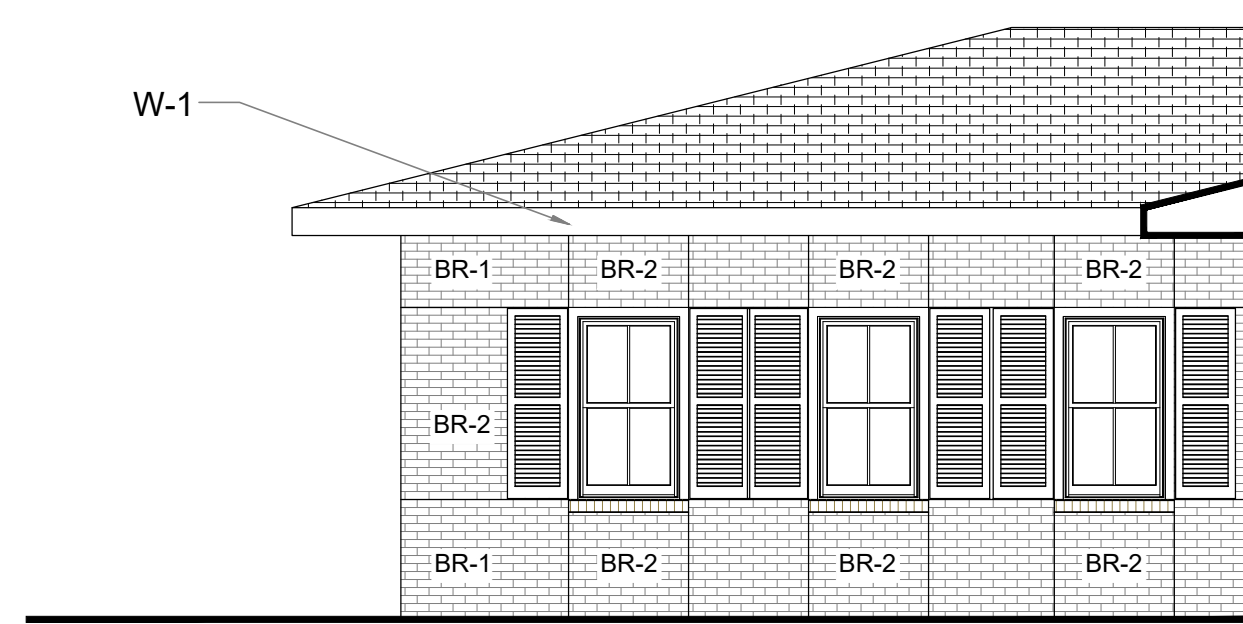
**4 COMMUNITY CENTER NEW CONSTRUCTION LEFT**  
3/16" = 1'-0"



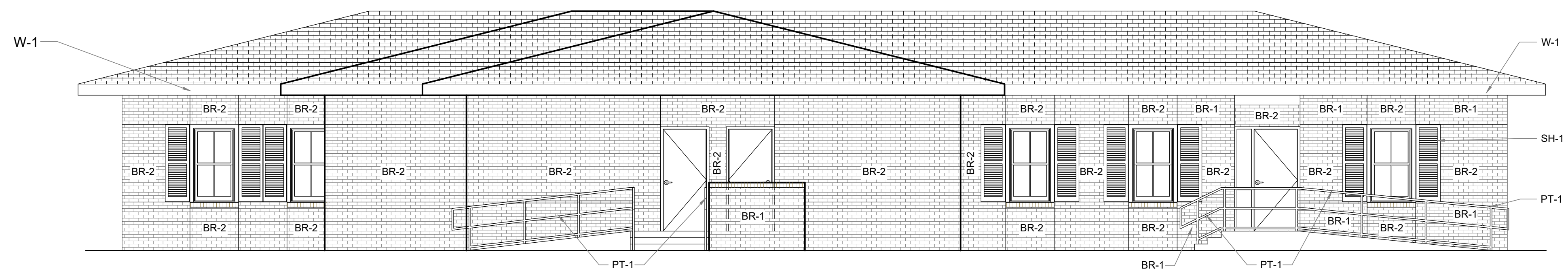
**1 COMMUNITY CENTER NEW CONSTRUCTION FRONT**  
3/16" = 1'-0"



**2 COMMUNITY CENTER NEW CONSTRUCTION REAR**  
3/16" = 1'-0"



**3B COMMUNITY CENTER NEW CONSTRUCTION RIGHT (MIDDLE)**  
3/16" = 1'-0"



**3 COMMUNITY CENTER NEW CONSTRUCTION RIGHT**  
3/16" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
**23101**

DATE:  
**10/06/2023**

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
**EXTERIOR ELEVATIONS  
COMMUNITY CENTER**

SHEET NUMBER:  
**A113B**

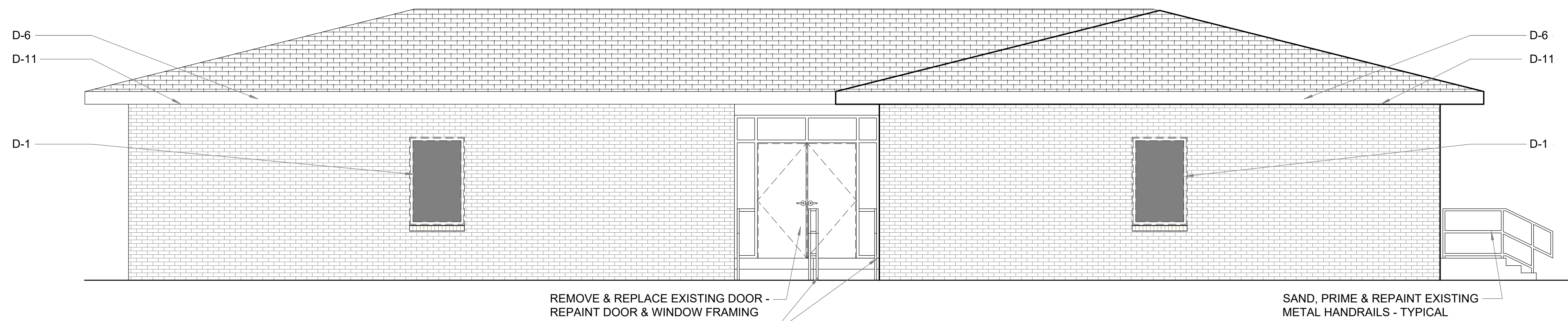
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**DEMOLITION GENERAL NOTES**

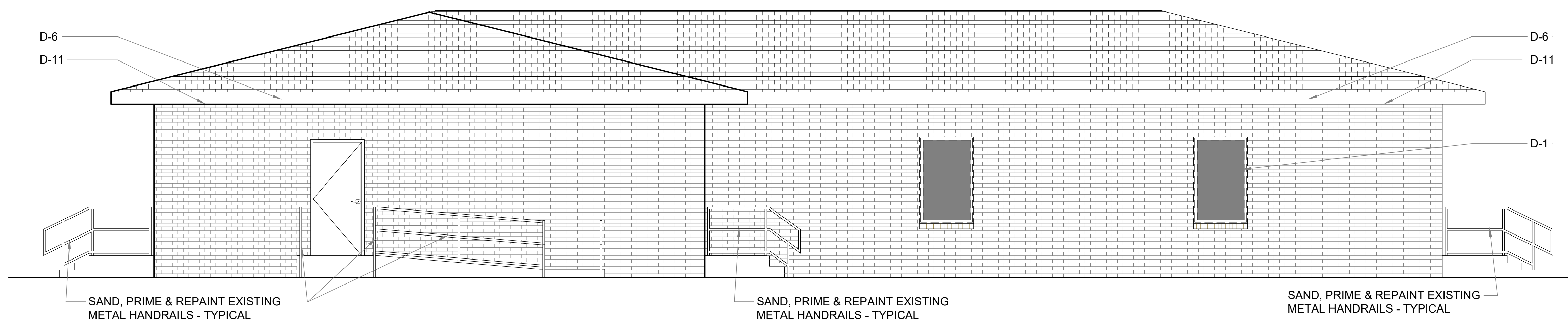
- D-1 REMOVE ALL EXISTING WINDOWS
- D-2 REMOVE EXISTING SCREEN AND EXTERIOR DOOR - EXTERIOR DOOR TO BE SALVAGE
- D-3 REMOVE EXISTING VINYL SIDING
- D-4 REMOVE EXISTING VINYL VENTS
- D-5 PREPARE EXISTING RAILING AND COLUMNS FOR NEW PAINT
- D-6 REMOVE EXISTING METAL FASCIA FOR NEW FASCIA INSTALLATION
- D-7 PREPARE EXISTING MASONRY FACADE FOR NEW PAINT, POINT BRICK AS REQUIRED
- D-8 PREPARE EXISTING COLUMN FOR NEW PAINT
- D-9 PREPARE EXISTING STAIR FOR NEW PAINT
- D-10 REMOVE EXISTING SCREEN DOOR - EXTERIOR DOOR EXISTING TO REMAIN, PREPARE FOR NEW PAINT
- D-11 REMOVE EXISTING SOFFITS THROUGHOUT (TYPICAL)

NOTE: EXISTING WINDOW OPENINGS: PRIOR SIDE OF OPENINGS IN WALLS. GENERAL CONTRACTOR TO REPAINT EXISTING OPENING SILLS, JAMBS, HEADS AND WALLS BELOW SILLS TO MATCH EXISTING ADJACENT WALL PAINT IN BASE BID - TYPICAL.

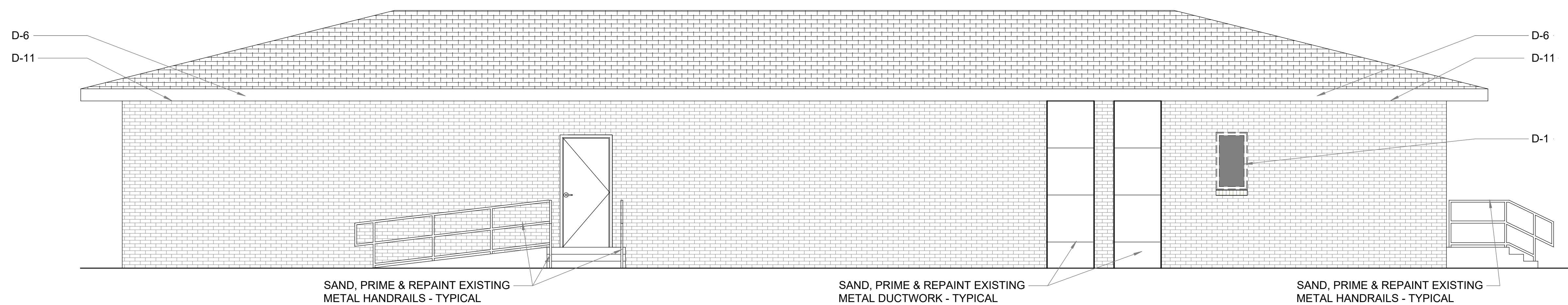
FOR WINDOW BLINDS: REMOVE EXISTING BLINDS FOR WINDOW REMOVAL & RE-INSTALLATION. GENERAL CONTRACTOR TO RE-INSTALL BLINDS AFTER NEW WINDOW AND PAINT INSTALLATION - TYPICAL.



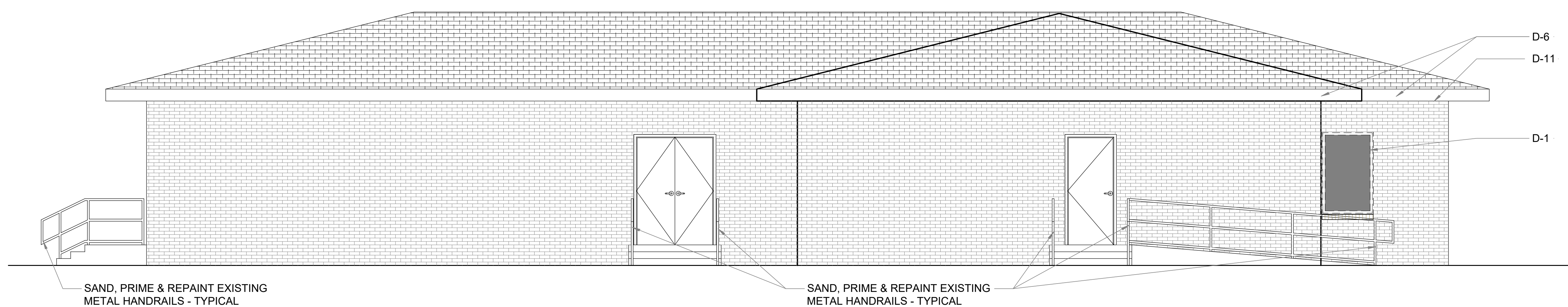
**1 ADMINISTRATION BLDG DEMOLITION FRONT**  
1/4" = 1'-0"



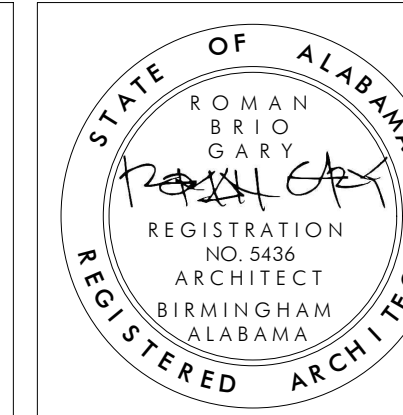
**2 ADMINISTRATION BLDG DEMOLITION REAR**  
1/4" = 1'-0"



**3 ADMINISTRATION BLDG DEMOLITION RIGHT**  
1/4" = 1'-0"



**4 ADMINISTRATION BLDG DEMOLITION LEFT**  
1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

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# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR ELEVATIONS  
ADMINISTRATION BLDG  
DEMOLITION

SHEET NUMBER:  
**A114A**

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**EXTERIOR MATERIALS LEGEND**

**ASPHALT SHINGLES**

AS-1 EXISTING TO REMAIN

**MASONRY**

BR-1 PAINT EXISTING MASONRY - SEE SCHEDULE FOR PAINT SCHEME  
 BR-2 PAINT EXISTING MASONRY, ACCENT COLOR

**PAINT**

PT-1 NEW PAINT - SEE SCHEDULE FOR PAINT SCHEME  
 PT-2 EXISTING EXTERIOR STAIR - ACCENT PAINT - SEE SCHEDULE FOR PAINT SCHEME

**SIDING**

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/  
 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX.

**SOFFITS**

S-1 PERFORATED VINYL SOFFIT

**TRIM**

W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING FASCIA PROFILE  
 W-2 NEW CEMENT BOARD TRIM - 1X3 PRIMED FOR PAINT  
 W-3 NEW CEMENT BOARD TRIM - 1X6 PRIMED FOR PAINT

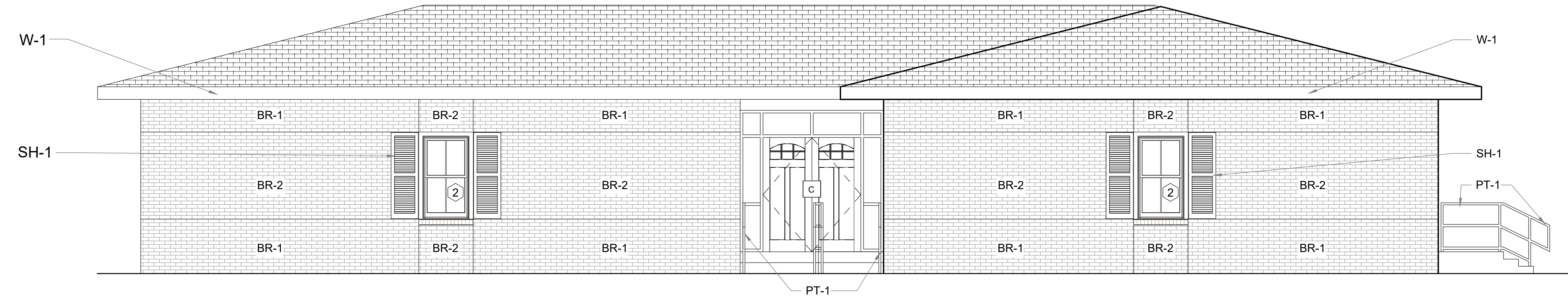
**GABLE VENTS**

V-1 RECTANGULAR VINYL GABLE VENT 18" X 24"  
 V-2 RECTANGULAR VINYL GABLE VENT 12" X 18"

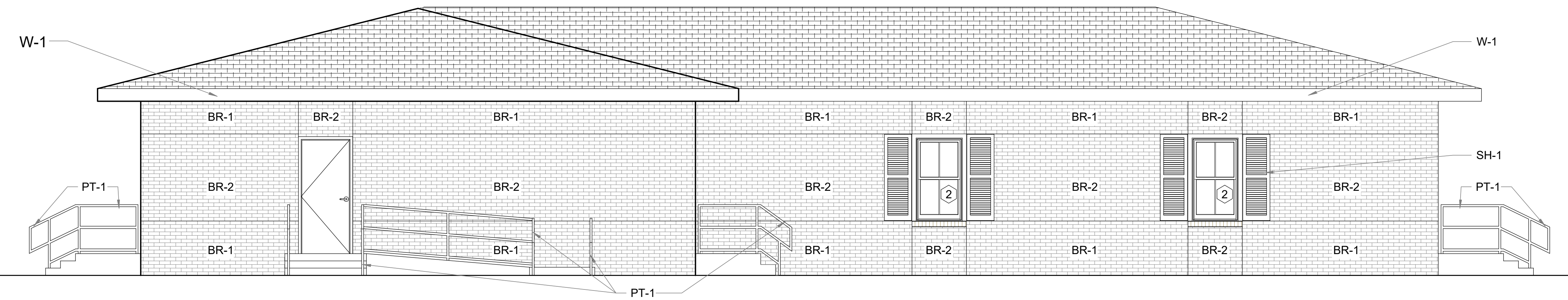
**SHUTTERS**

SH-1 VINYL SHUTTER 5'-2" X 1'-8"  
 SH-2 VINYL SHUTTER 4'-2" X 1'-8"

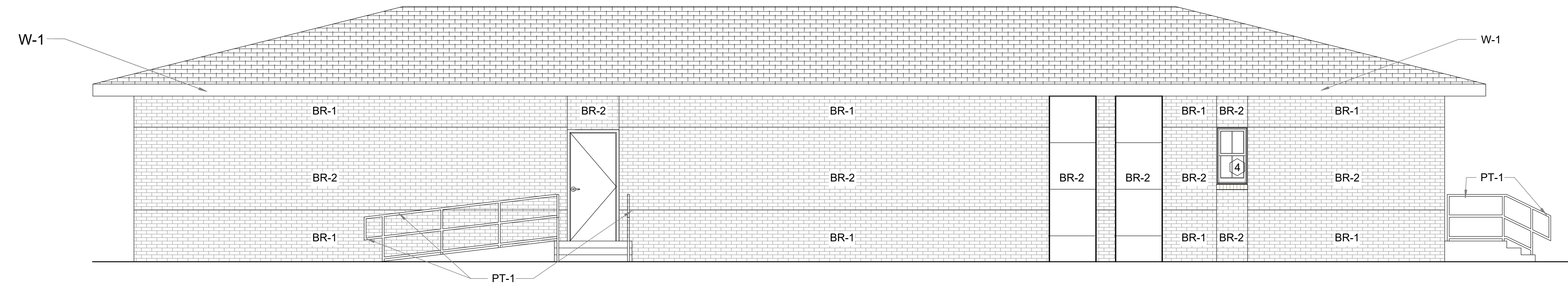
**A1-A/A-1B/A-1C PAINT SCHEME A  
 SEE A201**



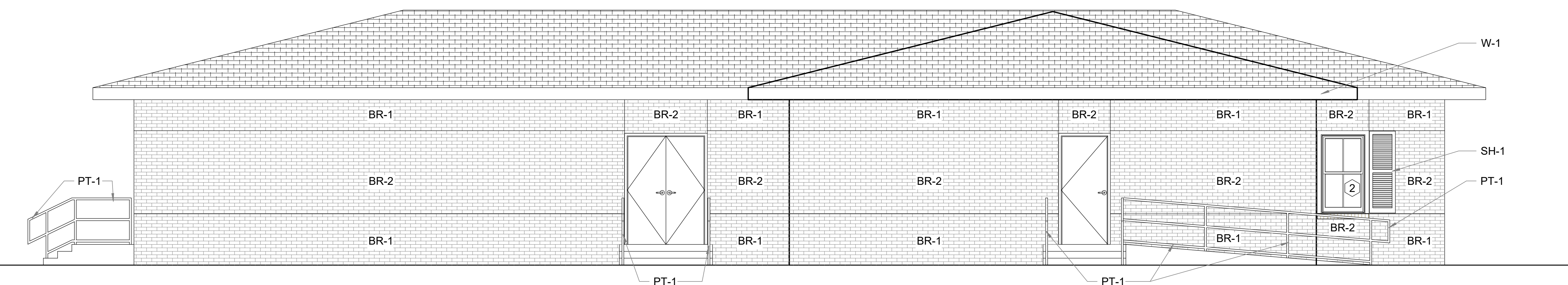
**1 ADMINISTRATION BLDG NEW CONSTRUCTION FRONT**  
 1/4" = 1'-0"



**2 ADMINISTRATION BLDG NEW CONSTRUCTION REAR**  
 1/4" = 1'-0"



**3 ADMINISTRATION BLDG NEW CONSTRUCTION RIGHT**  
 1/4" = 1'-0"



**4 ADMINISTRATION BLDG NEW CONSTRUCTION LEFT**  
 1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD., MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
 23101

DATE:  
 10/06/2023

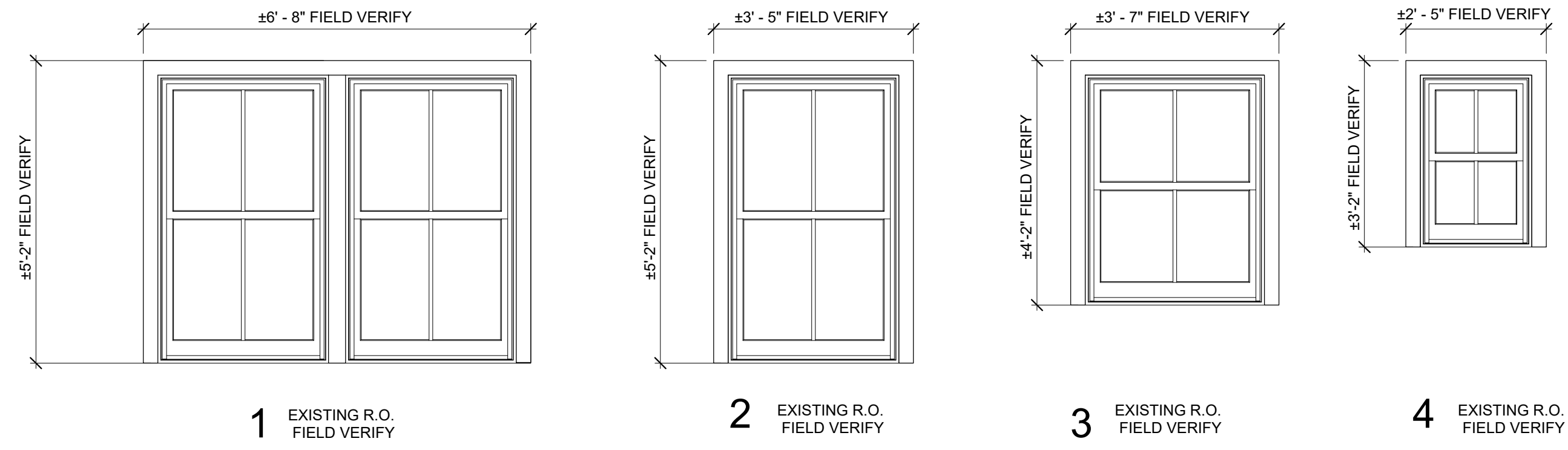
PRINTED / REVISIONS  
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 EXTERIOR ELEVATIONS  
 ADMINISTRATION BLDG

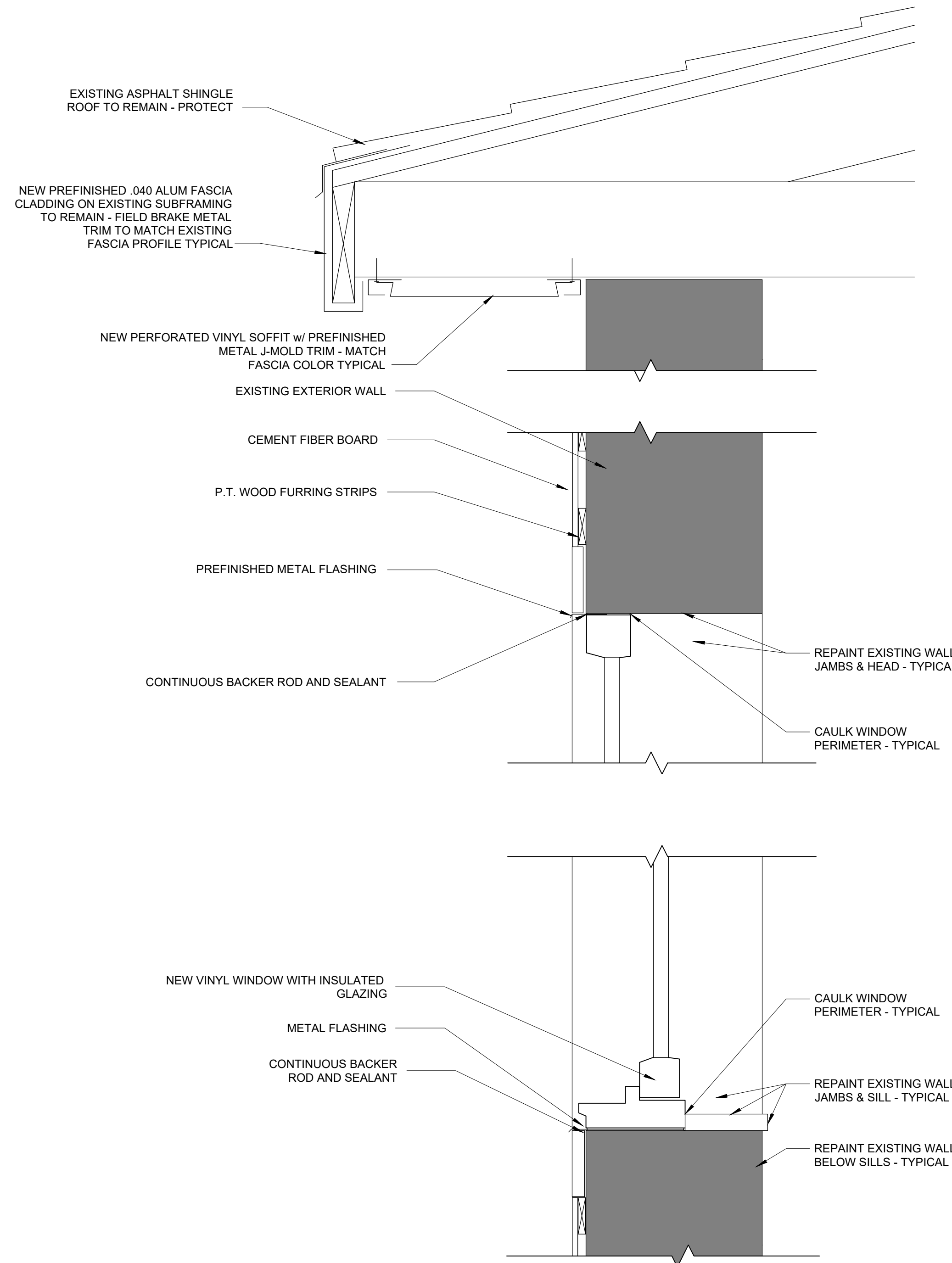
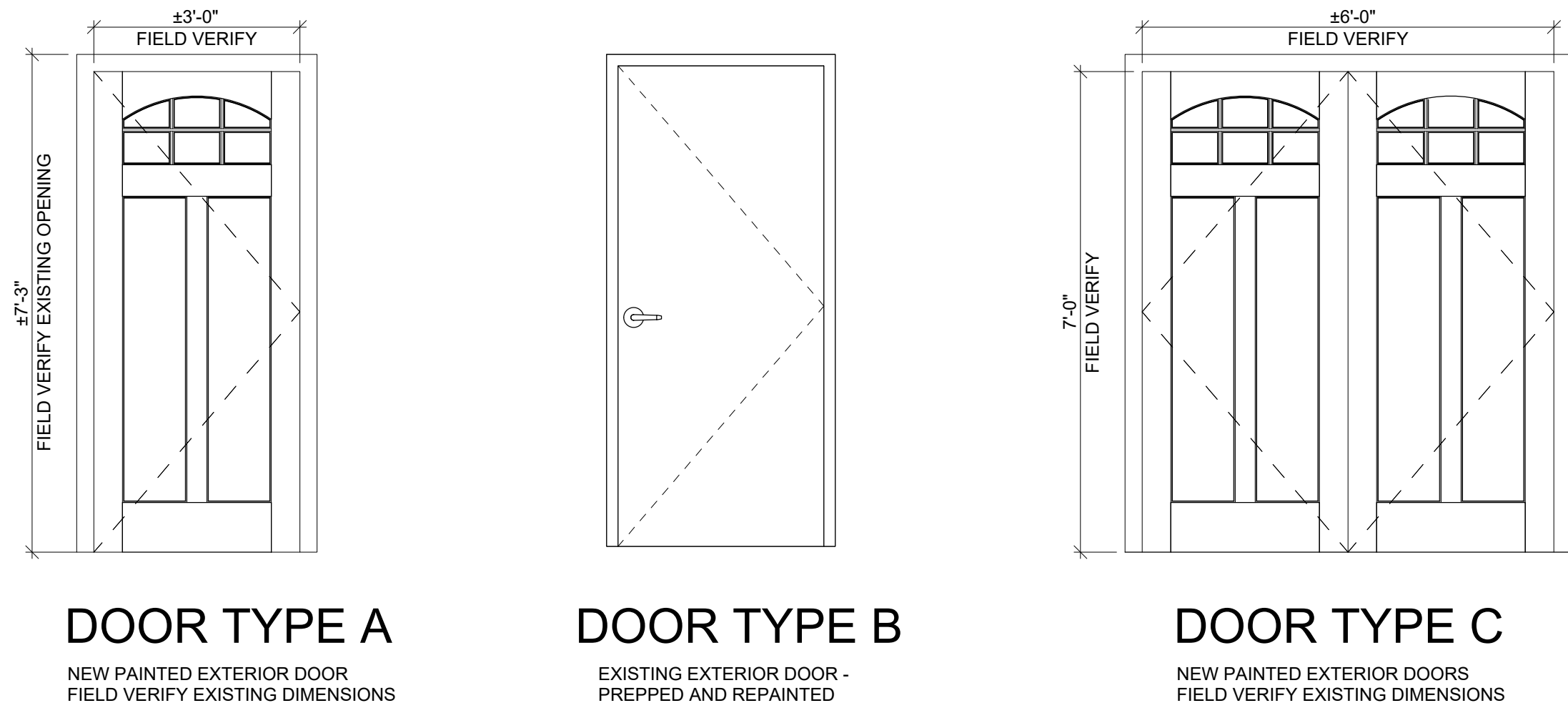
SHEET NUMBER:  
**A114B**

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**WINDOW TYPES**



**DOOR TYPES**



1 WINDOW REPLACEMENT WITH NEW CEMENT FIBER BOARD  
3" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
2025 TERMINAL RD, MONTGOMERY, AL 36108  
1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
23101

DATE:  
10/06/2023

PRINTED / REVISIONS  
# DESCRIPTION DATE

SHEET TITLE:  
EXTERIOR DETAILS

SHEET NUMBER:  
A200

10/2023 10:25 AM MHA Gibbs V:\Projects\23101 - 1701 Terminal Rd\23101 - 1701 Terminal Rd.dwg, 15444  
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# PAINT SCHEME A

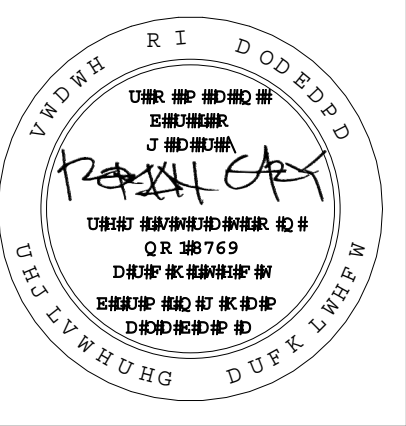
MAIN PAINT: SHERWIN WILLIAMS ALABASTER  
 ACCENT PAINT: SHERWIN WILLIAMS MORRIS ROOM GREY  
 BUILDING TYPES



# PAINT SCHEME B



4 C-1 NEW CONSTRUCTION FRONT  
 1/4" = 1'-0"



**MHA GIBBS EAST & WEST RE-CLADDING**  
 2025 TERMINAL RD, MONTGOMERY, AL 36108  
 1701 TERMINAL ROAD, MONTGOMERY, AL 36108

JOB NUMBER:  
 23101

DATE:  
 10/06/2023

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 # DESCRIPTION DATE

SHEET TITLE:  
 EXTERIOR PAINT SCHEMES

SHEET NUMBER:  
 A201

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# **SECTION 3 PLAN**

**[Revised to comply with HUD's Code of Federal Regulations (CFR) Title 24, Part 75]**

**(Adopted by Board Resolution No. 6642 on April 26, 2022)**

# 1. Overview of Section 3 Requirements

## A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

## B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Housing Authority of the City of Montgomery, Alabama and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements. MHA will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

MHA may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

This plan shall be construed consistently with the requirements set forth in 24 CFR Part 75 and with the requirements set forth in HUD's Procurement Rules and Regulations and with the requirements of any applicable Alabama State bid laws. In the event that this Policy is deemed to conflict with any of the foregoing sources of legal authority, any such conflicting legal authority shall be deemed to supersede this policy and shall be deemed to be controlling. Likewise, to the extent that 24 CFR Part 75 is amended or interpreted by HUD, the requirements of any such amendment or interpretation shall be deemed to be included herein.

## C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3. Additionally, Professional service jobs are defined in 24 CFR 75.5 as “non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.” These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. See, HUD Notice: CPD-21-09.

## 2. Section 3 Coordinator

MHA’s Section 3 Coordinator shall serve as the central point of contact for Section 3 compliance for MHA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to MHA’s Section 3 Coordinator with questions regarding Section 3 compliance.

## 3. Employment, Training, and Contracting Goals

### A. SAFE HARBOR COMPLIANCE

MHA and its contractors and subcontractors will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in Section C below. After completion of the project, on the Section 3 Cumulative Report, in the Appendices hereto, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must report on the qualitative nature of their Section 3 compliance activities and provide documentation of same. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.

- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns (note that such should not be used as a means to avoid any applicable federal or state procurement requirements).
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

## **B. SAFE HARBOR BENCHMARKS**

MHA has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9 - for public housing financial assistance or 24 CFR Part 75.19 - for housing and community development financial assistance. The safe harbor benchmark goals are as follows:

### ***(for public housing financial assistance)***

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

***(for housing and community development financial assistance)***

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, MHA will review and update the Section 3 Plan annually, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the MHA are required to certify that they will comply with the requirements of Section 3.

## **C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING**

### **EMPLOYMENT AND TRAINING**

Under the MHA's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

***(for public housing financial assistance)***

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

***(for housing and community development financial assistance)***

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

## **CONTRACTING**

Under the MHA's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

### ***(for public housing financial assistance)***

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;
- 3) YouthBuild programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

### ***(for housing and community development financial assistance)***

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
  - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
  - b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

## **4. Section 3 Eligibility and Certifications**

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from MHA or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance or housing and community development financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to MHA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

## **A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION**

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, MHA will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

The Section 3 Certification Form included in the Appendix can be used to document the status of a Section 3 worker. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

### ***(for public housing financial assistance)***

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - a) A resident of public housing; or
  - b) A resident of other public housing projects or Section 8-assisted housing; or
  - c) A YouthBuild participant.

### ***(for housing and community development assistance)***

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:



- a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
- b) A YouthBuild participant.

The Targeted Section 3 Certification Form included in the Appendix can be used to document the status of a Targeted Section 3 worker. The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

## **PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING**

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, MHA must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75. For housing and community development financial assistance, MHA may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, MHA will follow subpart C of Part 75. Refer to chart in [Appendix B](#).

## **B. SECTION 3 BUSINESS CONCERN CERTIFICATION**

The MHA, should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to MHA, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form.

Businesses that consider themselves as a Section 3 Business Concern can self-certify by visiting the HUD Section 3 Business Registry Website: <http://www.hud.gov/Sec3Biz>. MHA can accept the completed self-certification form as long as MHA does not have reason to doubt the business' eligibility. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of a contract or any applicable procurement requirements.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the MHA previously approved the business concern to be Section 3 certified, then the same certification can be submitted along with a bid or proposal, as long as the form is submitted within the prescribed expiration

date. The Section 3 Business Concern Certification Form will expire after 3 months after completion of a contract with MHA. Establishing a 3-month certification of eligibility period allows the MHA the ability to assess contractor performance to ensure the business is striving to meet the required goals.

**Qualifying as a Section 3 businesses does not mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price.**

## PROOF OF QUALIFICATIONS

In accordance with the regulation, residents and business concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or sub-recipient (if requested) verifying that they meet the definitions provided above for Section 3 worker, Targeted Section 3 worker, and Section 3 Business.

In addition to the above certifications, MHA can use its discretion for determining the type of verification that is required by prospective Section 3 workers, Targeted Section 3 workers, and business concerns. Some examples include proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract.

## 5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, MHA will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>

- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage MHA 's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contact award.

## 6. Section 3 Outreach

### A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, MHA's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in MHA's Section 3 database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
  - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
  - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices

- c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

## **B. OUTREACH EFFORTS FOR CONTRACTING**

When applicable contracting opportunities arise, MHA will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the MHA as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

## **7. Section 3 Contracting Policy and Procedure**

MHA shall incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the MHA be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form set forth in the Appendices hereto.

### **BID OR PROPOSAL EVALUATION**

Contractors who fail to address Section 3 requirements, when applicable, in Bid or Proposal Evaluations will be deemed nonresponsive as set forth herein. This means that in the proposal or bid documents submitted to MHA, when applicable, the Contractor's Section 3 Clause Compliance Commitment and Section 3 Participation Election Form must be completed including applicable attachments and supporting documentation.

After written notice from MHA specifying any defects in the Section 3 information, contractors will be given

no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in MHA declaring the bidder or respondent as non-responsive.

## 8. Section 3 Provisions/Contract Language

MHA will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. MHA will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit MHA contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9 (for public housing financial assistance) or 24 CFR Part 75.19 (for housing and community development financial assistance).

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may, at the sole discretion of MHA, result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 9. Reporting and Compliance Requirements

MHA is required to keep records and documentation certifying compliance with Section 3 benchmarks, and with Prioritization of Efforts.

### COMPLIANCE REPORTING

MHA must report annually to HUD in a manner consistent with reporting requirements for the applicable HUD program. MHA will be considered to be in compliance with Section 3 Safe Harbor 1) by certifying compliance with Prioritization of Efforts in §75.9, and 2) by meeting the established Benchmark Goals for Section 3 and Target Section 3 workers.

If reporting indicates that MHA has not met the Section 3 Benchmarks, then MHA must report in a method on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Please note that it is important to document efforts made to comply with Section 3. Files should illustrate attempts to meet Section 3 benchmarks. The mere existence of a Section 3 Action Plan is not sufficient. Affirmative attempts to reach Section 3 goals must be made.

### CONTRACTOR COMPLIANCE

Contractors will be required to comply with the Prioritization of Efforts for each contract.

Priority I. Employment and Training Compliance: Contractors will be considered to be in compliance by meeting the 25% and 5% Benchmark Goals for each project, or by providing proof of efforts to provide employment or training opportunities to Section 3 and Targeted Section 3 workers.

Priority II. Contracting Compliance: Contractors will be considered to be in compliance by providing documentation of contracting with Certified Section 3 Business Concerns.

As part of each bid or proposal submitted, the contractor must document their workforce byposition. Such information will be verified at the commencement of the contract.

Contractors will be required to complete the Targeted/ Section 3 Worker Tracking Form (See Appendix) on a monthly basis to clearly identify the Section 3 hires. The contractor must comply with the Section 3 requirements throughout the life of the contract. MHA will periodically audit this information at its discretion. Failure to comply with the monthly documentation may result in the termination of the contract at MHA's discretion.

Contractors employing Targeted Section 3 Workers, Section 3 Workers, and Section 3 BusinessConcerns must obtain and provide documentation to demonstrate such for meeting Section 3 goals.

## **REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES**

1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, MHA shall report on the project as a whole and will identify the multiple associated recipients.

2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the MHA will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix B](#).

## **10. Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process, MHA encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed in a timely manner after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. MHA will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The MHA will provide written documentation detailing the findings of the investigation. The MHA will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available in a timely manner after receipt of the complaint. If complainants wish to have their concerns considered outside of the MHA a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, [www.hud.gov/](http://www.hud.gov/).

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate

against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: [www.EEOC.gov](http://www.EEOC.gov).

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

# 11. Appendices

## APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

*1937 Act* means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

*Contractor* means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

*Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

*Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

*Material supply contracts* means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

*Professional services* means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

*Public housing financial assistance* means assistance as defined in 24 CFR Part 75.3(a)(1).

*Public housing project* is defined in 24 CFR 905.108.

*Recipient* means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

*Section 3* means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*Section 3 business concern* means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or



(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

*Section 3 Coordinator* is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

*Section 3 project* means a project defined in 24 CFR Part 75.3(a)(2).

*Section 3 worker* means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

*Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

*Small PHA* means a public housing authority that manages or operates fewer than 250 public housing units.

*Subcontractor* means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

*Subrecipient* has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

*Targeted Section 3 worker* has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

*Very low-income person* means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

*YouthBuild programs* refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

## APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
<b>Public Housing and Housing and Community Development</b>	<p><b>PHA</b> – must follow subpart B of Part 75</p> <p><b>HCD</b> – may follow subpart B or C of Part 75</p>	<p>None</p> <p>*Any amount of PH assistance triggers Section 3</p>	<p><b>PHA</b> – must follow subpart B of Part 75</p> <p><b>HCD</b> – may follow subpart B or C of Part 75</p>	<p><b>PHA</b> – must follow subpart B of Part 75</p> <p><b>HCD</b> – may follow subpart B or C of Part 75</p> <p>Both - Must report on project as a whole and identify the multiple associated recipients</p>
<b>Multiple Sources of Housing and Community Development</b> <i>(single or multiple recipients)</i>	<p>Must follow subpart C of Part 75</p>	<p>Exceeds \$200,000 for Section 3 projects</p> <p>*LHCHHP exceeds \$100,000</p>	<p>Must follow subpart C of Part 75</p>	<p>Must follow subpart C of Part 75</p> <p>Must report on project as a whole and identify the multiple associated recipients</p> <p>Must report to the applicable HUD program office, as prescribed by HUD</p>

## Montgomery Housing Authority Section 3

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### **APPENDIX C: FORMS**

- 1) Targeted Section 3 Worker Certification
- 2) Section 3 Worker Certification
- 3) Targeted/ Section 3 Worker Tracking Form
- 4) Section 3 Permanent Workforce Form
- 5) Section 3 Business Concern Self-Certification: <http://www.hud.gov/Sec3Biz>
- 6) Section 3 Bid or Proposal Compliance Forms
  - a. Section 3 Clause Compliance Commitment
  - b. Section 3 Participation Election Form
- 7) Cumulative Report

# Montgomery Housing Authority Section 3

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## Targeted Section 3 Worker Certification Form

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Targeted Section 3 Worker, as defined in Section 24 CFR 75.

\_\_\_\_\_  
Print Name

*Please check at least one option:*

\_\_\_\_\_ I am employed by a Section 3 business concern.

**OR** within the past 5 years:

\_\_\_\_\_ I am a public housing resident or HCV Section 8 Resident of MHA.

\_\_\_\_\_ I am a resident of other housing assisted by MHA or in MHA's management portfolio.

\_\_\_\_\_ I am a YouthBuild participant.

***The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.***

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Montgomery Housing Authority Section 3

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## Section 3 Worker Certification Form

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

\_\_\_\_\_  
Print Name

*Please check at least one option:*

\_\_\_\_\_ My annual income for the previous year or projected current year is below the HUD Low Income Individual Median Income (80%). I have attached a copy of the HUD income limits obtained from <https://www.huduser.gov/portal/datasets/il.html> for the year in which I comply.

\_\_\_\_\_ I am employed by a Section 3 business concern.

\_\_\_\_\_ I am a YouthBuild participant.

***The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.***

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Montgomery Housing Authority Section 3 Policy

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### TARGETED SECTION 3, SECTION 3 AND NON-SECTION 3 WORKER TRACKING FORM

\*This form must be submitted monthly

For Month Ending: \_\_\_\_\_

Name of Employee/Worker Job Title INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SSN)	Non Section 3 Worker  Yes or No	Targeted Section 3 Workers  Yes or No	Section 3 Workers  Yes or No	Total Labor Hours Worked

# Montgomery Housing Authority Section 3

## SECTION 3 PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the contractor.  
This form may be compared to Davis -Bacon Payrolls for cross referencing purposes.

Project Name: \_\_\_\_\_ Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median Income	
		YES	NO		YES	NO

I certify the above employees are permanent employees of \_\_\_\_\_. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to MHA for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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# Montgomery Housing Authority Section 3

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## SECTION 3 CLAUSE COMPLIANCE COMMITMENT

All Section 3 covered contracts shall include the following cause (referred to as the Section 3 Clause, 24 CFR § 75.38):

- 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 75, 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 75 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 75, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Acknowledged:

For: \_\_\_\_\_

Company Name

By: \_\_\_\_\_

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

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# Montgomery Housing Authority Section 3

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## SECTION 3 PARTICIPATION ELECTION FORM

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as in the *Federal Register* at 85 FR 61524 (codified at 24 CFR Part 75), is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, **to the greatest extent feasible**, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, and to businesses that provide economic opportunities to low and very low-income persons. MHA's Section 3 Policy, which is consistent with the federal Section 3 requirements, has procedures to assist grant recipients, contractors and subcontractors in understanding and complying with Section 3 requirements. Undersigned certifies that he/she has received a copy of such policy, reviewed such policy, and is familiar with the requirements set forth therein.

How will your company fulfill its Section 3 Requirement?

- Certified Section 3 Business (Include Certification)
- Priority I – Employment/Training of Section 3 Workers in the priority set forth in MHA's Section 3 Policy, Section 3C
- Priority II – Contracting with Section 3 Businesses in the priority set forth in MHA's Section 3 Policy, Section 3C

By signing below, the contractor hereby agrees to comply with the selected Section 3 requirements indicated above.

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized By: \_\_\_\_\_



# Montgomery Housing Authority Section 3

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

## Section 3 Business Concern Certification Form

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION	
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	<input type="checkbox"/>	←
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	<input type="checkbox"/>	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	<input type="checkbox"/>	←
		<input type="checkbox"/>	←

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

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

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

# Exhibit A-Links for MHA Section 3 forms

**\*See links below for each form. You will also find guidance on when each form should be submitted.\***

## 1) Targeted Section 3 Worker Certification

[https://docs.google.com/forms/d/e/1FAIpQLSdG26pigB1sxRI\\_36pGnhG9CbtVNjWUnbiXA2CEAIHoH5D5A/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSdG26pigB1sxRI_36pGnhG9CbtVNjWUnbiXA2CEAIHoH5D5A/viewform?usp=sf_link)

- *Targeted Section 3 Worker Certification Form (to be completed at the start of the contract for all workers identified as targeted Section 3 worker, per HUD guidelines. This form should also be completed by any new targeted Section 3 workers hired after the contract start date.)*

## 2) Section 3 Worker Certification

[https://docs.google.com/forms/d/e/1FAIpQLSdCIDAbBgsdJS0G4vAzDf6tfh9\\_IpizTXPTeT3iOd5Fq8UvAg/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSdCIDAbBgsdJS0G4vAzDf6tfh9_IpizTXPTeT3iOd5Fq8UvAg/viewform?usp=sf_link)

- *Regular Section 3 Worker Certification Form (to be completed at the start of the contract for all workers identified as regular Section 3 worker, per HUD guidelines. This form should also be completed by any new regular Section 3 workers hired after the contract start date. Form must only be completed once per contract term or if the worker's status changes.)*

## 3) Section 3 Worker Tracking Form

[https://docs.google.com/forms/d/e/1FAIpQLSfp05sNh2jv-QTgTsyqEkgROcYp41sTIGu6q9v0tGuiClGPg/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSfp05sNh2jv-QTgTsyqEkgROcYp41sTIGu6q9v0tGuiClGPg/viewform?usp=sf_link)

- *Targeted Section 3/Section 3/Non-Section 3 Worker Tracking Form (to be completed monthly by contractor and/or vendor and must include all employees working on the MHA contract or services))*

## 4) Section 3 Permanent Workforce Form

[https://docs.google.com/forms/d/e/1FAIpQLSd9btz5CVCeC9NjIRZGsvSCHbWbw6Ex9zGAtVnG6JmvLdrGig/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSd9btz5CVCeC9NjIRZGsvSCHbWbw6Ex9zGAtVnG6JmvLdrGig/viewform?usp=sf_link)

- *Section 3 Permanent Workforce Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31<sup>st</sup> for current contractors and vendors)*

## 5) Section 3 Business Concern Certification Form: <http://www.hud.gov/Sec3Biz>

[https://docs.google.com/forms/d/e/1FAIpQLSfjoDHfrQy7Y1iIA2z0Rg0VgRnxx6Fj6CHRzMQ19bDHs1qIHQ/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSfjoDHfrQy7Y1iIA2z0Rg0VgRnxx6Fj6CHRzMQ19bDHs1qIHQ/viewform?usp=sf_link)

- *Section 3 Business Concern Certification Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31<sup>st</sup> for current contractors and vendors)*

## **6) Section 3 Bid or Proposal Compliance Forms**

### **a. Section 3 Clause Compliance Commitment**

[https://docs.google.com/forms/d/e/1FAIpQLSeDLY9a2gakOvclrn1UjsO\\_e3EOVHblhopjzo5vQchX0N0k8w/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSeDLY9a2gakOvclrn1UjsO_e3EOVHblhopjzo5vQchX0N0k8w/viewform?usp=sf_link)

- *Section 3 Clause Compliance Commitment Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31<sup>st</sup> for current contractors and vendors)*

### **b. Section 3 Participation Election Form**

[https://docs.google.com/forms/d/e/1FAIpQLSfjkyAl7kbBI\\_YOLNGTcUn7r4DIEztZWJweIE4JDppWzIDkcQ/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSfjkyAl7kbBI_YOLNGTcUn7r4DIEztZWJweIE4JDppWzIDkcQ/viewform?usp=sf_link)

- *Section 3 Participation Election Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31<sup>st</sup> for current contractors and vendors)*

## **7) Cumulative Report**

[https://docs.google.com/forms/d/e/1FAIpQLSdADZ9\\_CeN5g\\_Pev2RCpoizq1gQ3fhDhRF7xAMFNXaF6JgArg/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSdADZ9_CeN5g_Pev2RCpoizq1gQ3fhDhRF7xAMFNXaF6JgArg/viewform?usp=sf_link)

- *Section 3 Cumulative Report (to be completed by the contractor or vendors within 15 days of completion of the MHA contract or service provided. This should be included with the final invoice.)*



# Montgomery Housing Authority Section 3

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## SECTION 3 PARTICIPATION ELECTION FORM

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as in the *Federal Register* at 85 FR 61524 (codified at 24 CFR Part 75), is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, **to the greatest extent feasible**, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, and to businesses that provide economic opportunities to low and very low-income persons. MHA's Section 3 Policy, which is consistent with the federal Section 3 requirements, has procedures to assist grant recipients, contractors and subcontractors in understanding and complying with Section 3 requirements. Undersigned certifies that he/she has received a copy of such policy, reviewed such policy, and is familiar with the requirements set forth therein.

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- Priority II – Contracting with Section 3 Businesses in the priority set forth in MHA's Section 3 Policy, Section 3C

By signing below, the contractor hereby agrees to comply with the selected Section 3 requirements indicated above.

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized By: \_\_\_\_\_

# Montgomery Housing Authority Section 3

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

## Section 3 Business Concern Certification Form

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	←
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	←
		←

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

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

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