



**Landscaping and Irrigation Installation for Gibbs Village East and Gibbs Village West
IFB Number 2026-01**

TYPE OF PROJECT: Invitation for Bids (IFB) for the installation of landscaping and site irrigation at two MHA properties, 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: **FRIDAY, JANUARY 9, 2026**

DESCRIPTION OF SERVICES: General construction, selective demolition, removal and replacement of existing ground cover and site irrigation for a complete project constructed under a single prime contractor.

CONTACT PERSON: **SHEILA BROWN**
PROCUREMENT/CONTRACT ADMINISTRATOR
sbrown@mhatoday.org

PRE-BID CONFERENCE: **TUESDAY, JANUARY 20, 2026 @ 10:00 AM CST**
Gibbs Village East Community Center
1703 Terminal Rd
Montgomery, AL 36108

LAST DAY FOR QUESTIONS: **TUESDAY, JANUARY 27, 2026 @ 3:00 PM CST**

SUBMISSION DEADLINE: **WEDNESDAY, FEBRUARY 4, 2026 @ 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: **WEDNESDAY, FEBRUARY 4, 2026 @ 9:00 AM CST**

A complete copy of the IFB can be obtained by emailing sbrown@mhatoday.org, via website at 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 10:00 AM (CST) on Tuesday, January 20, 2026, Gibbs Village East Community Center, 1703 Terminal Rd., Montgomery, AL 36108. Attendance isn't mandatory but bidders 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.**

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. **Pre-qualification of bidders is not required prior to submission of a bid.**

1.0 SCOPE OF SERVICE:

The Montgomery Housing Authority seeks a licensed, insured and qualified single prime contractor to provide installation of landscaping and site irrigation services at two MHA properties, namely Gibbs Village East, located at 1701 Terminal Rd., Montgomery, AL 36108 and Gibbs Village West, located at 2025 Terminal Rd., Montgomery, AL 36108. The project specifications include general construction, selective demolition, removal and replacement of existing ground cover and site irrigation for a complete project constructed under a single prime contractor. The contractor shall provide the standard labor warranty for installation of project components.

The Architectural Project Specification Manual is attached hereto as Exhibit A. The Project Drawings are attached hereto as Exhibit B.

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

MHA anticipated the awarding of a 160-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.

MHA required HUD Form 5370 C, Section 1, attached hereto to be included in all executed contracts.

The Awardee agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama.

E-verification documentation will be required for all awardees employees and/or independent contractors (1099) from an ensuing contract.

2.3 Business 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 the required work listed in this IFB. Any current copies of licenses should be included in the submission of this IFB. The awardee will obtain and maintain the current business license in good standing and 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 Instructions to Bidders
- HUD 5369-A Representations/Certifications of Bidders
- HUD 5370-C General Conditions for Non-Construction Contracts, Section 1
- 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.**
- Payment Bond – **Submit if awarded.**
- Section 3 Compliance and Participation Election Form **(Attached hereto as part of Exhibit C1)**
- Build America, Buy America Compliance
- Company Information Form **(Last page of this IFB).**
- Alabama Licensing Board for General Contractors News Release dated September 30, 2024

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 by the date and time as indicated on page one of this IFB (Last Day for Questions).

2.8 Insurance & Bid Security (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.

Bid security must be furnished with bids in the amount of \$100,000.00 or more. Bid security shall be in the form of a bid bond (executed by a surety company duly authorized and qualified to make such bonds in Alabama) or a cashier's check (drawn on an Alabama bank) payable to MHA. The amount of the bid security should not be less than 5% of the contractor's bid but is not required to be more than \$10,000.00.

For construction contracts greater than \$250,000, the above bonds/guaranties 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 shall not be considered. U. S. Treasury Circular Number 570 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 on this circular is mandatory.

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 services requested.

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 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.
- 4.1.2 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 payment 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** For any Public Works contract for an amount of \$100,000 or more, before commencing the work, the contractor shall execute a bond, payable to MHA, in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorney fees incurred by successful claimants or plaintiffs in civil actions on the bond. MHA complies with the stricter of the two and requires the performance and payment bonds at 100%.

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/installation 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 Submittal

The Agency intends to retain the Contractor who is deemed the “Lowest, most responsive, most responsible Bid”. Therefore, so that the Agency can properly evaluate the offers received, all submittals 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 submittal 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 | Form of Bid. 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 | 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. 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 | Profile of Firm Form. 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 | Proposed Services. 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: (Bidder must place the Bid Form under this tab) (Bidder must place Bid Bond or Cashier's Check under this tab) |
| 5.2.4.1 | | The bidder's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENTS . |
| 5.2.4.2 | | The APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED . |
| 5.2.4.3 | | The bidder's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein). |
| 5.2.4.4 | | The bidder's DEMONSTRATED EXPERIENCE in performing similar work and the bidder's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (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 | | Proposed Engagement Letter. 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 | Managerial Capacity/Financial Viability/Staffing Plan. 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 Profile of Firm Form . 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 | Client Information. 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 | Equal Employment Opportunity The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy. |
| 5.2.8 | 8 | Subcontractor/Joint Venture Information. 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. Bidder shall submit a Profile of Firm form for each subcontractor. |
| 5.2.9 | 9 | Section 3 Plan and Participation Election Form Documentation. All bidders must read the attached Section 3 Plan "Exhibit C". 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 C1". |
| 5.2.10 | 10 | Other Information. The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation. Bidder shall include the Company Information form located at the end of this IFB. Bidder shall also include copy of current license or license number as required by Alabama Code Section 34-8-1, et seq., and a current business license under this tab (if business license isn't already on file). Bidder may also write license number on outside of bid submission packet. |
| 5.2.11 | | No Information Placed under a Tab. 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." DO NOT eliminate any of the tabs. |
| 5.2.12 | | Proposal Submittal Binding Method. 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 **"Landscaping/Irrigation at GE and GW" IFB #2026-01, DEADLINE: Wednesday, February 4, 2026, 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 should 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 RATES:

Bidder must agree to pay their employees not less than the minimum wage rates for residential work prescribed by General Decision Number: AL20260054, dated January 2, 2026. **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:

- 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 Accounting 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 C"-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, by clicking on 'Doing Business', then '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)."

11.0 BUILD AMERICA, BUY AMERICA (BABA) COMPLIANCE:

All bidders will be required to comply with Build America, Buy America (BABA) from any ensuring contract award.

Contractor acknowledges that the Project is subject to the Build America, Buy America Act ("BABA"), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and Contractor agrees to comply with BABA. Pursuant to BABA, Contractor is required to apply a domestic content procurement preference (the "Buy America preference" or "BAP") for all iron, steel, manufactured products, and construction materials incorporated into the Project. All iron, steel, manufactured products and construction materials incorporated into the Project must be produced in the United States, including such materials installed by any subcontractors or suppliers. Definitions of iron, steel, manufactured products, and construction materials can be found in 2 C.F.R. Part 184 and are incorporated herein by this reference. Additional information regarding BABA requirements and compliance may be found at: https://www.hud.gov/program_offices/general_counsel/build_america_buy_america and is incorporated herein by this reference.

A. Opinions and Estimates

All opinions and estimates relating to costs or expenses prepared or provided by Contractor relating to the Project shall incorporate, be consistent with, and reflect compliance with BABA requirements.

B. Confirmation of Compliance

From the date of this Agreement until three (3) years after the Project is completed, Contractor must obtain and maintain records sufficient to:

(1) track all product purchases relating to the Project in sufficient detail to identify the source of the funding for the purchase; and

(2) demonstrate compliance with BABA as follows:

(i) for products purchased in compliance with the BAP, obtaining and maintaining documentation that the product complied with BAP requirements; and

(ii) for products purchased pursuant to a waiver or other exemption from the BAP, obtaining and maintaining adequate information to validate that the purchase was covered by a waiver or other exemption.

For all iron, steel, manufactured products, and construction materials incorporated into the Project, Contractor shall, upon receipt of the same, obtain confirmation that the product or material was purchased in compliance with the BAP. Such confirmation must take one or more of the following forms:

(1) A certificate from the manufacturer or reseller stating that the product complies with BABA;

(2) For products that cost less than \$100 per product, a copy of a label that indicates the product was made in the United States; or

(3) For small purchases of product that are less than the Simplified Acquisition Threshold (see 2 CFR 200.320(a)(2), as may be adjusted from time to time, either a copy of a product specification that provides sufficient detail to conclude that the product complies with the BAP or a certification from a manufacturer or reseller of a product that confirms that the product is BABA compliant.

C. Recordkeeping Requirements and Examination Rights

Contractor must keep and maintain all records it is required to obtain pursuant to this section for a minimum of three (3) years from the date the Project is completed. PHA shall have access to and the right to examine, at any time and at its sole discretion, any of Contractor's books, documents, papers, or other records relating to the Project including without limitation, products used, from the date of this Agreement until three (3) years from the date the Project is completed.

D. Termination for Failure to Comply

If at any time Contractor fails to comply with the BAP, BABA, or the terms of this section, Contractor shall notify PHA immediately. Any such failure shall constitute a material breach of this Agreement and shall constitute good cause for PHA to terminate this Agreement at its sole discretion, following any applicable cure period.

E. Indemnification by Contractor

Contractor shall hold defend, indemnify, and hold harmless PHA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of PHA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, audit expenses and costs, regulatory proceedings, costs, or expenses (including without limitation reasonable attorneys' fees and costs), whether or not involving a third-party claim, which arise out of, relate to, or result from any failure of Contractor or its subcontractors and suppliers to comply with the BAP, BABA, or this section.

F. Survival

The terms of this section shall survive the expiration or termination of this Agreement.

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PROCUREMENT OFFICE
525 SOUTH LAWRENCE STREET
MONTGOMERY, ALABAMA 36104

IFB 2026-01 Landscaping and Irrigation Installation for 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:

COMPANY ADDRESS:

TELEPHONE #:

FAX #:

E-MAIL:

CONTACT(name):

YEARS OF OPERATION:

DESCRIPTION OF WORK:

REFERENCES:



525 South Lawrence Street
Montgomery, Alabama 36104

Bid Form

**IFB 2026-01 Landscaping and Irrigation Installation at
Gibbs Village East and Gibbs Village West**

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/installation 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:

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 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

(\$ _____)

Continue on page 2



525 South Lawrence Street
Montgomery, Alabama 36104

Bid Form (continue)
**IFB 2026-01 Landscaping and Irrigation Installation at
Gibbs Village East and Gibbs Village West**

SCHEDULE OF ALLOWANCE

1. Allowance No. 1, Construction Contingency Allowance:
 - a) Provide an overall 3% construction contingency amount in the construction sum for unforeseen conditions. If not used, the contingency amount shall be credit back to the Owner. Bidder shall add 3% to their aforementioned base bid and enter on the line below:

(\$ _____)

SCHEDULE OF DEDUCTIVE ALTERNATES

1. Deductive Alternative No. 1, Irrigation System:
 - a) Delete material and labor for the irrigation system from the project. Bidder shall enter this amount on the line below:

(\$ _____)

Bidder shall certify Base Bid, Allowance and Deductive Alternates Amounts by signing below and submitting with bid submittal.

Company Name: _____

Contractor's Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

☐ (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

☒ [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

| | |
|------------------------|------------------------------|
| [] 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

Public reporting burden. Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. 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. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

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 Federal agency 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

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

Public reporting burden for this information collection is estimated to average 30 minutes,including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

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 sub recipients 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

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

| | | | | | |
|--|--|---|--|--|--|
| 1. Type of Federal Action: <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 | | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ | |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: | | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | | |
| 8. Federal Action Number, if known: | | | 9. Award Amount, if known: \$ _____ | | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): | | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | | |
| 11. 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: _____ | | |
| Federal Use Only: | | | | 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



525 South Lawrence Street
Montgomery, Alabama 36104

Bid Form

**IFB 2026-01 Landscaping and Irrigation Installation at
Gibbs Village East and Gibbs Village West**

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/installation 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:

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 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

(\$ _____)

Continue on page 2



525 South Lawrence Street
Montgomery, Alabama 36104

Bid Form (continue)
**IFB 2026-01 Landscaping and Irrigation Installation at
Gibbs Village East and Gibbs Village West**

SCHEDULE OF ALLOWANCE

1. Allowance No. 1, Construction Contingency Allowance:
 - a) Provide an overall 3% construction contingency amount in the construction sum for unforeseen conditions. If not used, the contingency amount shall be credit back to the Owner. Bidder shall add 3% to their aforementioned base bid and enter on the line below:

(\$ _____)

SCHEDULE OF DEDUCTIVE ALTERNATES

1. Deductive Alternative No. 1, Irrigation System:
 - a) Delete material and labor for the irrigation system from the project. Bidder shall enter this amount on the line below:

(\$ _____)

Bidder shall certify Base Bid, Allowance and Deductive Alternates Amounts by signing below and submitting with bid submittal.

Company Name: _____

Contractor's Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

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_____

WUFGrcctwo gpvqhJ qwulpi cpf Wtdcp Fgxngro gpv
Office of Housing/Federal Housing Commissioner

WUFGrcctwo gpvqhCi tlewnwt g
Farmers Home Administration

| | | | |
|--|----------------------------|--|---|
| Rctv Kw dg eqo rnygf d{ Rtlpekr cmqhO wnkrco k{ Rtlqlgevu (See instructions) | | Hqt J WF J S Hb J C wug qpr{ | |
| Reason for submission: | | | |
| 30Agency 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) |

90Nhwcmrtqrqngf Rtlpekr cmcpf cwcej qti cplk cvlqp ej ctvht cmqti cplk cvlqpu

| Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate | : Tqng qhGcej Rtlpekr cnlp Rtlqlgev | ; 0Gzrgevdf ' Qy pgtuj lr lp Rtlqlgev | 320UUP qt KtUGo rnyf 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 ctpkpi <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.

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Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 02/29/2016)

Uej gf wng C< Nkuvqh Rt gxlqwu Rt qlgevu cpf Ugevlqp : Eqpvtcevu 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, **"Pq rt gxlqwu rct vlek cvlqp. Hlt uv Gzrgt lpegeö."**

| 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 [guPq H{gu gznrlp | | 6. Last MOR rating and Physical Insp. Score and date |
|----------------------------------|---|--|--|--|--|--|
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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 | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date (mm/dd/yyyy) |

Ինքնաշարժիչ Եզրագծի վրա Ռեգիստրացիայի Վճար/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.

Եզրագծի տեղեկությունները լրացնելու համար (գլխիկ և 1)

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

Րաճաճություն - 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.

Կապի Օրենսդրության Հիմնարկի Վճար/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.

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

Գեղարվեստի Օրենսդրություն 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.

Կապի Օրենսդրության Կապի Հիմնարկի Վճար/4752 Օրենսդրություն

Հիմնարկ - 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.

Դիմումի վրա Կապի Վճարի Լրացում - 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.

Մեղադրանքի Կապի Վճար

Դիմումի վրա Կապի Վճար this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Դիմում 3 - 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.

Դիմում 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.

Դիմում 5 - Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Դիմում 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."

Դիմում 7 - Fill in the section of the Housing Act under which the application is filed.

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

Դիմում: - 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 Contractor, Packager, Consultant, Nursing Home Administrator etc.

Դիմում; - Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Դիմում 32 - Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Ինքնաշարժիչ Եզրագծի Կապի Վճարի Հիմնարկ

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 w w d g** 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.

Եզրագծի 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.

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

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| <p>Equo p 60Indicate 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.</p> <p>Equo p 70 Explain any project defaults during your participation.</p> <p>Equo p 80Provide the latest Management Review (MOR) rating and Physical Inspection score.</p> <p>Egtvllcevp<After you have completed all other parts of</p> | <p>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</p> | <p>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.</p> <p>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.</p> <p>Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony</p> | <p>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.</p> |
|--|---|--|--|

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{ CevUcvgp 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 tgrqtvp dwtfgp 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 Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. 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 non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, 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:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, 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.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will 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 the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, 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, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance 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.

(g) In the event of the [contractor/seller]'s non-compliance 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.

(h) 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 subcontractor/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.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, 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 and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD 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 HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

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



**525 South Lawrence Street
Montgomery, Alabama 36104**

(This Form must be fully completed and placed in the submittal.)

PRIME _____ **SUB-CONTRACTOR** _____

(Proposer must also identify his sub-contractors (if any) by providing Profile of Vendor form for each)

(1) Name of

Vendor: _____

(2) Address, City, State, Zip: _____

(3) Telephone: _____ Fax: _____

Email: _____

(4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this vendor and enter where provided the correct percentage (%) of ownership of each:

☐ Individually-
Owned
_____ %

☐ Public-Held
Corporation
_____ %

☐ Government
Agency
_____ %

☐ Non-Profit
Organization
_____ %

(5) Federal Tax ID No. _____

DUNS No. _____

(6) Business License No. _____ State _____

(7) General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(8) Worker's Compensation Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(9) Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date _____

(10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided 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.

(11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of MHA? ☐ Yes ☐ No

If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.

MONTGOMERY HOUSING AUTHORITY, ALABAMA

PROFILE OF FIRM

- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.
- (13) **Verification Statement:** The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if MHA discovers that any information entered herein is false, that shall entitle MHA to not consider nor make or to cancel any award with the undersigned party.
- (14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

"General Decision Number: AL20260054 01/02/2026

Superseded General Decision Number: AL20250054

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).

Modification Number Publication Date
0 01/02/2026

SUAL2007-138 10/23/2007

| | 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 |

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

"

CHIP GRIZZLE
Chairman
BIRMINGHAM

MARC DEMPSEY
Vice Chairman
FLORENCE

MICHAEL B. TEW
Secretary-Treasurer
MOBILE

AL STANLEY
Member
HUNTSVILLE

MICHAEL TERRELL
Member
OPELIKA



ALABAMA LICENSING BOARD FOR GENERAL CONTRACTORS

(www.genconbd.alabama.gov)

TIFFANY LOVELESS
EXECUTIVE DIRECTOR

445 DEXTER AVENUE, SUITE 3060
MONTGOMERY, ALABAMA 36104

TELEPHONE NO. 334-272-5030
FAX NO. 334-395-5336

NEWS RELEASE
FOR IMMEDIATE RELEASE

September 30, 2024

Legislative Act 2024-277, effective October 1, 2024, will have the following changes to the Alabama Licensing Board for General Contractors section of the Code of Alabama. The changes include an increase to the minimum contract amount from fifty thousand dollars (\$50,000) to one hundred thousand dollars (\$100,000) and clarification on the exemption of labor brokers. The specific updated sections are below:

Section 34-8-1(a) & (c) Definitions: ...

- (a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is one hundred thousand dollars (\$100,000) or more. A Person who does any of the activities described in this subsection shall be deemed to have engaged in the business of general contracting in the State of Alabama.
- (c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is one hundred thousand dollars (\$100,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor.

Section 34-8-7(a)(8) Exemptions from Chapter:

- (a) The following shall be exempted from this chapter: ...
 - (8) The provision of temporary labor by a labor broker or other temporary labor provider that provides workers to a general contractor to perform work under the supervision and control of that general contractor. For the purposes of licensing, temporary workers are deemed to fall under the license of the general contractor to whom they are provided. This exemption does not allow labor brokers or other temporary Labor providers to act as subcontractors or to assume a scope of work for a project as a subcontractor.

Please do not hesitate to contact the Board's office if you have any questions.

Tiffany Loveless
Executive Director

SPECIFICATIONS

FOR

MONTGOMERY HOUSING AUTHORITY
GIBBS VILLAGE EAST & WEST
LANDSCAPING & IRRIGATION

MONTGOMERY, ALABAMA

PROJECT # CCR – 24084

UPDATED NOVEMBER 21, 2025



CCR ARCHITECTURE & INTERIORS
Architecture & Interior Design
2920 1ST Avenue South
Birmingham, Alabama 35233
205/324-8864 phone
www.CCRarchitecture.com

CCR ARCHITECTURE & INTERIORS

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

Project No. CCR - 24084

SPECIFICATION FOR
MONTGOMERY HOUSING AUTHORITY
GIBBS VILLAGE EAST & WEST LANDSCAPING & IRRIGATION

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

| | |
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| 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

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|--------|---------------------------|
| 010100 | Summary of Work |
| 010200 | Allowances and Alternates |
| 010270 | Applications for Payment |
| 010350 | Modification Procedures |

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|--------|--|
| 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 32 Exterior Improvements

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| 328000 | Irrigation |
| 329000 | Landscape |
| 329100 | Landscape Maintenance |

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 Village **East & West** Landscaping & Irrigation.

1. Project Locations:

- Gibbs Village East: 1701 Terminal Road, Montgomery, Alabama 36108.
- Gibbs Village West: 2025 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 Landscaping and Site Irrigation throughout both MHA's Gibbs Village East and West Housing Communities. The scope of work includes general construction, selective demolition, removal and replacement of existing ground cover and site irrigation 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 an overall 3% construction contingency amount in the construction sum for unforeseen conditions. If not used, the contingency amount shall be credited back to the Owner.

3.4 SCHEDULE OF ALTERNATES

1. **Alternate No. 1, Irrigation System:**

- a. Delete material and labor for the Irrigation system from the project.

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 affected 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 01 1400 – 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 01 1400

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 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 017400 - WARRANTIES

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 warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
 - 2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
 - 3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties

and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017400

Section 32 80 00 IRRIGATION

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 piping, valves, sprinklers, specialties, controls, and wiring for automatic -control irrigation system.
- B. Related Sections include the following:
 - 1. Division 33 Section "Utilities" for water supply from water service piping, water meters, and backflow preventers.

1.3 DEFINITIONS

- A. Circuit Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.
- B. Drain Piping: Downstream from circuit-piping drain valves. Piping is not under pressure.
- C. Irrigation Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.
- D. The following are industry abbreviations for plastic materials:
 - 1. ABS: Acrylonitrile-butadiene-styrene plastic.
 - 2. FRP: Fiberglass-reinforced plastic.
 - 3. PA: Polyamide (nylon) plastic.
 - 4. PE: Polyethylene plastic.
 - 5. PP: Polypropylene plastic.
 - 6. PTFE: Polytetrafluoroethylene plastic.
 - 7. PVC: Polyvinyl chloride plastic.
 - 8. TFE: Tetrafluoroethylene plastic.

1.4 PERFORMANCE REQUIREMENTS

- A. Design 100 percent water-coverage irrigation system for lawns and exterior plants indicated.

- B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent water coverage of turf and planting areas indicated.
- C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties, unless otherwise indicated:
 - 1. Irrigation Main Piping: Schedule 40.
 - 2. Circuit Piping: Class 200
 - 3. Drain Piping: Class 200

1.5 SUBMITTALS

- A. Product Data: Include pressure ratings, rated capacities, and settings of selected models for the following:
 - 1. Water regulators.
 - 2. General-duty valves.
 - 3. Specialty valves.
 - 4. Control-valve boxes.
 - 5. Sprinklers.
 - 6. Irrigation specialties.
 - 7. Controllers. Include wiring diagrams.
 - 8. Control cables. Include splice kits
- B. 'As built' Drawings: Any changes in layout and/or arrangements of the proposed irrigation system, or any other differences between proposed system and actual installed conditions are to be recorded by Irrigation Contractor in the form of "As-Built" Drawings. These drawings are to be clearly and neatly drawn on a mylar base of original design provided by Landscape Architect. Show irrigation system piping, including plan layout, and locations, types, sizes, capacities, and flow characteristics of irrigation system piping components. All water meters, backflow preventers, valves, piping, sprinklers and devices, accessories, controls, and wire splice shall be shown with actual dimensions to reference points so they may be located easily in the field. Show wire size and number of conductors for each control cable. The Contractor will provide Owner and Landscape Architect with a reproducible mylar copy of the "As-Built" Drawings before Work under this Contract will be considered for acceptance. Submittal of approved "As-Built" Drawings will preclude any Application for Final Payment by Contractor.
- C. Field quality-control test reports
- D. Operation and Maintenance Data: For irrigation systems, to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Closeout Procedures," include data for the following:
 - 1. Automatic-control valves.
 - 2. Sprinklers.
 - 3. Controllers.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.8 PROJECT CONDITIONS

- A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:
 - 1. Notify Owner/Construction Manager no fewer than 5 days in advance of proposed interruption of water service.
 - 2. Do not proceed with interruption of water service without Owner/Construction Manager's written permission.
- B. The irrigation system to operate under the following conditions:
 - 1. Verify tap water supply to be 55 gpm with not less than 65 psi prior to beginning work.
2" Tap Irrigation Sub-meter on 2" Irrigation line.

1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

Refer to schedule on plans for specified heads.

- 1. Sprinkler Units: Equal to 10% percent of amount installed for each type and size indicated, but no fewer than 5 units.
- 2. Emitter Units: Equal to 10% percent of amount installed for each type indicated, but no fewer than 5 units.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 PIPES, TUBES, AND FITTINGS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.
- B. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 40.
 - 1. PVC Socket Fittings, Schedule 40: ASTM D 2466.
- C. PVC Pipe: ASTM D 1785, PVC 1120 compound, Class 200.
 - 1. PVC Socket Fittings, Class 200: ASTM D 2467.
 - 2. PVC Threaded Fittings: ASTM D 2464.
- D. PVC, Pressure-Rated Pipe: ASTM D 2241, PVC 1120 compound, SDR 21 and SDR 26.
 - 1. PVC Socket Fittings, Schedule 80: ASTM D 2467.
- E. All Sleeving to be coordinated with General Contractor.

2.3 JOINING MATERIALS

- A. Refer to Division 2 Section "Piped Utilities – Basic Materials and Methods" for commonly used joining materials.
- B. Bronze Gate Valves: MSS SP-80, Class 125, Type 1, nonrising-stem, bronze body with solid wedge, threaded ends, and malleable-iron handwheel.
 - 1. Manufacturers:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Stockham.

2.4 SPECIALTY VALVES

- A. Plastic Automatic Control Valves: Molded-plastic body, normally closed, diaphragm type with manual flow adjustment, and operated by 24-V ac solenoid.
 - 1. Available Manufacturers:
 - a. Hunter Industries Incorporated.
 - b. Rain Bird Sprinkler Mfg. Corp.
- B. Automatic Drain Valves: Spring-loaded-ball type of corrosion-resistant construction and designed to open for drainage if line pressure drops below 2-1/2 to 3 psig. Install at low point for each lateral line "Rainbird 16AP" drain valve in gravel sump 12" x 12" in size with a min. of 18" cover over sump.
- C. Quick-Couplers: Factory-fabricated, bronze or brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.
 - 1. Locking-Top Option: Vandal-resistant, locking feature. Include two matching key(s).
 - 2. Manufacturers: Rain Bird Sprinkler Mfg. Corp.
- D. Isolation Valves:
 - 1. Provide all gate valves for isolation purposes allowing full diameter opening when in full open position.
 - 2. Manually operated valves shall be same size as mainline.

2.5 CONTROL-VALVE BOXES

- A. Plastic Control-Valve Boxes: Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service.
 - 1. Shape: Round or Rectangular
 - 2. Sidewall Material: PE, ABS, or FRP.
 - 3. Cover Material: PE, ABS, FRP.
 - a. Lettering: **IRRIGATION**.
 - 4. Manufacturers:
 - a. Pentek Access Boxes
 - b. Carson
 - c. NDS Pro-Spec
- B. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inch minimum to 3 inches maximum.

2.6 PIPING SPECIALTIES

- A. Water Regulators: ASSE 1003, single-seated, direct-operated, water-pressure regulators, rated for 150-psig minimum initial-inlet working pressure, with size, flow rate, and inlet and outlet pressures indicated. Include integral factory-installed or separate field-installed Y-pattern strainer that is compatible with unit for size and capacity.
1. NPS 2 and Smaller: Bronze body with threaded ends.
 2. NPS 2-1/2 and Larger: Bronze or cast-iron body with flanged ends.
 3. Interior Components: Corrosion-resistant materials.
 4. Manufacturers:
 - a. FLOMATIC Corp.
 - b. GA Industries, Inc.
 - c. Watts Industries, Inc.; Water Products Div.
 - d. Zurn Plumbing Products Group; Wilkins Operation.
- B. Water Hammer Arresters: ASSE 1010 or PDI WH 201, with bellows or piston-type pressurized cushioning chamber and in sizes complying with PDI WH 201, Sizes A to F.
- C. Pressure Gages: ASME B40.1. Include 4-1/2-inch diameter dial, dial range of 2 times system operating pressure, and bottom outlet.

2.7 SPRINKLERS

- A. Description: Brass or plastic housing and corrosion-resistant interior parts designed for uniform coverage over entire spray area indicated, at available water pressure.
1. Manufacturers:
 - a. Hunter Industries Incorporated.
 - b. Rain Bird Sprinkler Mfg. Corp.
 2. Pop-up, Spray Sprinklers: Fixed pattern, with screw-type flow adjustment and stainless-steel retraction spring.
 3. Pop-up, Rotary, Spray Sprinklers: Gear drive, full-circle and adjustable part-circle types.
 4. Pop-up, Rotary, Impact Sprinklers: Impact drive, full-circle and part-circle types.

2.8 SPRINKLER SPECIALTIES

- A. Application Pressure Regulators: Brass or plastic housing, NPS 3/4 with corrosion-resistant internal parts, and capable of controlling outlet pressure to approximately 20 psig.
- B. Strainer/Filter Units: Brass or plastic housing, with corrosion-resistant internal parts; of size and capacity required for devices downstream from unit.
- C. Emitters: PE or vinyl body.
1. Manufacturers:

- a. Rain Bird Sprinkler Mfg. Corp.
2. Single-Outlet Emitters: To deliver the following flow at approximately 20 psig (138 kPa):
 - a. Flow: **1 gph**
 - b. Tubing Size: 1/8-inch minimum ID and **10 feet** long.
3. Multiple-Outlet Emitters: With at least 6 outlets, to deliver the following flow at approximately 20 psig:
 - a. Flow at Each Outlet: **1 gph**
 - b. Tubing Size: 1/8-inch minimum ID and **60 feet** long.
4. Outlet Caps: Plastic, for outlets without tubing.
- D. Drip Tubes: **NPS ½, NPS ¾, NPS 1**, flexible PE or PVC tubing for emitters and other devices, of length indicated and with plugged end.
 1. Manufacturers:
 - a. Rain Bird Sprinkler Mfg. Corp.

2.9 AUTOMATIC-CONTROL SYSTEM

- A. Manufacturers:
 1. Hunter Industries Incorporated.
 2. Rain Bird Sprinkler Mfg. Corp.
- B. Exterior Control Enclosures: NEMA 250, Type 4, weatherproof, with locking cover and two matching keys; include provision for grounding.
 1. Material: Molded plastic.
 2. Mounting: Surface type for wall mounting.
- C. Control Transformer: 24-V secondary, with primary fuse.
- D. Controller Stations for Automatic Control Valves: Each station is variable from approximately 5 to 60 minutes. Include switch for manual or automatic operation of each station.
- E. Timing Device: Adjustable, 24-hour, 14-day clock, with automatic operations to skip operation any day in timer period, to operate every other day, or to operate 2 or more times daily.

Automatic Controller is to be installed in the location schematically shown on drawings, but identified by owner's representative in the field. The controller location will be accessible as shown on drawing for maintenance. Provide for the possibility of making minor timing adjustments to the controller in the field.

 1. Manual or Semiautomatic Operation: Allows this mode without disturbing preset automatic operation.
 2. Nickel-Cadmium Battery and Trickle Charger: Automatically powers timing device during power outages.

3. Surge Protection: Metal-oxide-varistor type on each station and primary power.
- F. Wiring: UL 493, Type UF-B multiconductor, with solid-copper conductors and insulated cable; suitable for direct burial. All power to controller to be provided by General Contractor.
1. Manufacturers:
 - a. AFC Cable Systems Inc.
 - b. Alcatel Canada Wire, Inc.
 - c. American Electric Cable Co.
 - d. American Insulated Wire Corp.
 - e. Cerro Wire & Cable Co., Inc.
 - f. Colonial Wire and Cable Co., Inc.
 - g. Essex Group, Inc.; Building Wire Products Division.
 - h. Precision Cable Manufacturing Co., Inc.
 - i. Southwire Company.
 - j. Triangle Wire and Cable Co.
 2. Feeder-Circuit Cables: No. 12 AWG minimum, between building and controllers.
 3. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between controllers and automatic control valves; color-coded different from feeder-circuit-cable jacket color; with jackets of different colors for multiple-cable installation in same trench.
 4. Splicing Materials: Manufacturer's packaged kit consisting of insulating, spring-type connector or crimped joint and epoxy resin moisture seal; suitable for direct burial.
- G. Concrete Base: Reinforced precast concrete with opening for wiring.

2.10 WATER METER

- A. Type approved by City of Birmingham, size shown on drawing.

2.11 BACKFLOW PREVENTER

- A. To be installed by General Contractor. Provide Watts Reduced Pressure Zone Assembly. The RPZ shall be capable of having a flow rate of 120gpm, with a pressure loss not to exceed 12 psi and suitable for supply up to 80 psi. The backflow preventer shall be installed within a lockable enclosure. Install enclosure on a concrete pad per manufacturer's recommendations. The assembly body to be bronze, internal parts stainless steel and check valve assemblies with tight seating rubber. The assembly must include two-gauge valves for isolating unit and two ball valve test clocks for testing unit to insure proper operation.

2.12 PRESSURE REGULATOR

- A. Provide Wilkins #600 or equal. Install outside of the building for easy access and adjustment.
- B. Mastervalue: Rainbird # electric remote control valve w/brass body and bonnet. Valve shall be wired to open and close with each circuit valve. Size based on mainline.

2.13 HOSE BIBS

- A. Hose bibs shall have an all cast brass or bronze body. Hose bibs to be $\frac{3}{4}$ " inside diameter and shall be installed below grade in Pentek (or approved equal) 12" x 18" valve boxes. The cover over hose bib boxes shall be clearly marked with "non-potable water".

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Division 2 Section "Earthwork" for excavating, trenching, and backfilling.
- B. Install warning tape directly above pressure piping, 12 inches below finished grades, except 6 inches below subgrade under pavement and slabs.
- C. Install piping and wiring in sleeves under sidewalks, roadways, parking lots, and railroads.
 - 1. Install piping sleeves by boring or jacking under existing paving if possible.
- D. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel or crushed stone, graded from 12 inches below grade. Cover gravel or crushed stone with sheet of asphalt-saturated felt and backfill remainder with excavated material.
- E. Provide minimum cover over top of underground piping according to the following:
 - 1. Irrigation Main Piping: Minimum depth of 18 inches below finished grade, or not less than 15 inches below average local frost depth, whichever is deeper.
 - 2. Circuit Piping: 12 inches.
 - 3. Drain Piping: 12 inches.
 - 4. Sleeves: 24 inches.

3.2 PREPARATION

- A. Set stakes to identify locations of proposed irrigation system. Obtain Landscape Architect's approval before excavation.

3.3 PIPING APPLICATIONS

- A. Install components having pressure rating equal to or greater than system operating pressure.
- B. Piping in control-valve boxes and aboveground may be joined with flanges instead of joints indicated.
- C. Aboveground Irrigation Main Piping: Use the following piping materials for each size range:
 - 1. NPS 5 and Larger: Schedule 80, PVC pipe and socket fittings; and solvent-cemented joints.

2. NPS 5 and Larger: Schedule 80, PVC pipe; Schedule 80, threaded, PVC fittings; and threaded joints.
- D. Underground Irrigation Main Piping: Use any of the following piping materials for each size range:
 1. NPS 4 and Smaller: Schedule 40 PVC pipe and socket fittings, and solvent-cemented joints.
 2. NPS 4 and Smaller: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.
- E. Underground Branches and Offsets at Sprinklers and Devices: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.
 1. Option: Plastic piping manufactured for this application may be used instead of pipe and fittings specified.
- F. Risers to Aboveground Sprinklers and Specialties: Schedule 80, PVC pipe and socket fittings; and solvent-cemented joints.
- G. Drain Piping: Use the following piping materials:
 1. All Sizes: Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
 2. All Sizes: SDR 21, 26, or 32.5, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
 3. All Sizes: SDR 9, 11.5, or 15, PE, controlled ID pipe; insert fittings for PE pipe; and banded or coupled joints.
- H. Sleeves: Schedule 40 PVC pipe and socket fittings; and solvent-cemented joints.

3.4 VALVE APPLICATIONS

- A. Aboveground, Shutoff-Duty Valves:
 1. NPS 2 and Smaller: Bronze ball valve.
- B. Underground, Shutoff-Duty Valves: Use the following:
 1. NPS 2 and Smaller: Curb stop with tee head, curb-stop service box, and shutoff rod.
 2. NPS 3 and Larger: AWWA cast-iron gate valve with elastomeric gaskets and stem nut, valve box, and shutoff rod.
- C. Underground, Manual Control Valves: Bronze globe valve with control-valve box and valve key.
- D. Control Valves:
 1. Plastic by Rainbird
 2. Hunter
- E. Drain Valves:
 1. Bronze - Automatic drain valve.

3.5 PIPING INSTALLATION

- A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
- B. Install piping at minimum uniform slope of 0.5 percent down toward drain valves.
- C. Install piping free of sags and bends.
- D. Install groups of pipes parallel to each other, spaced to permit valve servicing.
- E. Install fittings for changes in direction and branch connections.
- F. Install unions adjacent to valves and to final connections to other components with NPS 2 or smaller pipe connection.
- G. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 or larger pipe connection.
- H. Install dielectric fittings to connect piping of dissimilar metals.
- I. Install underground thermoplastic piping according to ASTM D 2774 .
- J. Lay piping on solid subbase, uniformly sloped without humps or depressions.
- K. Install ductile-iron piping according to AWWA C600.
- L. Install PVC piping in dry weather when temperature is above 40 deg F 5 deg C. Allow joints to cure at least 24 hours at temperatures above 40 deg F 5 deg C before testing unless otherwise recommended by manufacturer.
- M. Install water regulators with shutoff valve and strainer on inlet and pressure gage on outlet. Install shutoff valve on outlet.
- N. Water Hammer Arresters: Install between connection to building main and circuit valves in valve box.

3.6 JOINT CONSTRUCTION

- A. Refer to Division 33 for basic pipe joint construction.

3.7 VALVE INSTALLATION

- A. Underground Gate Valves: Install in valve box with top flush with grade.
 - 1. Install valves and PVC pipe with restrained, gasketed joints.
- B. Underground Curb Stops: Install in service box with top flush with grade.
- C. Underground, Manual Control Valves: Install in manual control-valve box.

- D. Control Valves: Install in control-valve box.
- E. Drain Valves: Install in control-valve box.

3.8 SPRINKLER INSTALLATION

- A. Flush circuit piping with full head of water and install sprinklers after hydrostatic test is completed.
- B. Install sprinklers at manufacturer's recommended heights.
- C. Locate part-circle sprinklers to maintain a minimum distance of 4 inches from walls and 2 inches from other boundaries, unless otherwise indicated.

3.9 AUTOMATIC-CONTROL SYSTEM INSTALLATION

- A. Wall mount control irrigation controller as specified on irrigation details. Controller to be mounted to the face of the wall as shown on plans.
- B. Install control cable in same trench as irrigation piping and at least 2 inches below piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas if irrigation piping is installed in sleeve.

3.10 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Ground equipment according to Division 16 Section "Grounding and Bonding."
- C. Connect wiring according to Division 16 Section "Conductors and Cables."
- D. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.11 LABELING AND IDENTIFYING

- A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on each automatic controller.
 - 1. Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.
- B. Refer to Division 2 Section "Piped Utilities – Basic Materials and Methods" for equipment nameplates and signs.

- C. Warning Tapes: Arrange for installation of continuous, underground, detectable warning tape over underground piping, during backfilling of trenches.
- D. Refer to Division 2 Section "Earthwork" for warning tapes.

3.12 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Perform the following field tests and inspections and prepare test reports:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Remove and replace units and reinspect as specified above.

3.13 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Verify that controllers are installed and connected according to the Contract Documents.
- C. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements in Division 16 Sections.
- D. Complete startup checks according to manufacturer's written instructions.
- E. Set initial watering schedules and programming on automatic controllers at the direction of Landscape Architect. Changes in schedules and programming and instructions on how to make such changes is the responsibility of Landscape Architect.

3.14 ADJUSTING

- A. Adjust settings of controllers.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers so they will be flush with, or not more than 1/2 inch above, finish grade.

3.15 WINTERIZING THE SYSTEM

- A. If Owner requires, irrigation piping must be winterized by first blowing system clear of water using compressed air (80 psi minimum) admitted into piping at a quick coupling valve or hose bib located at a higher elevation on the system piping. Activate individual zones, higher zones first, then proceed successively through the system towards lower elevations. Proceed through all zones twice. The air compressor used to winterize system must have an engine separate from compressor tanks to prevent high temperature air from being injected directly into PVC piping.

3.16 CLEANING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.17 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain controller and automatic control valves. Refer to Division 1 Section "Closeout Procedures - Demonstration and Training."

3.18 ACCEPTANCE AND GUARANTEE

- A. Substantial Completion: Submit written requests for inspection for Substantial Completion to Landscape Architect at least three calendar days prior to anticipated Date of Inspection and Testing. Substantial Completion can not be granted and at the same time no further applications for payment shall be approved for more than 85% of contract until there has first been a walk-thru for head coverage at which time a "punch list" will be written consisting of items to be addressed and corrected by Contractor immediately. Depending on the extent of the Work on the "punch list", the Landscape Architect will determine the job to be Substantially Complete or pending the completion of the "punch list".
- B. Submit record drawings and maintenance manuals to Landscape Architect with written request for inspection.
- C. Review "**punch list**" Work jointly with Owner and Landscape Architect for Substantial Completion of total contract Work.
- D. Upon satisfactory completion of repairs and replacements and completion of "As -Built" drawings, Landscape Architect and Owner will verify system for Substantial Completion and issue AIA Certificate of Substantial Completion if all items on "punch list" have been completed. If necessary another "punch list" will be written to itemize any deficiencies still existing and will be attached to AIA Certificate. Contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.

3.19 GUARANTEE

- A. All Work, products, equipment and materials for one year, beginning at Date of Substantial Completion as per written letter of notification.

- B. Make good any damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to Owner.
- C. Repair damage to grade, plants and other Work or property as necessary.
- D. If replacements are not acceptable during or at end of Guarantee Period Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from time of replacement.
- E. Guarantee applies to all unacceptable conditions or losses with exception of Master Irrigation Specifications

END OF SECTION

SECTION 32 90 00 LANDSCAPING

PART 1 – GENERAL

1.1 SUMMARY

- A. Extent of planting is shown on drawings and in schedules.
- B. Provide labor, materials, and equipment required by or reference from drawings and specifications to complete work of this section.
- C. Verify plant count from plan, provide and install plant material on plan.
- D. Plants shall conform to or surpass minimum quality standards as defined by American Association of Nurserymen, current edition of American Standards for Nursery Stock published by American Association of Nurserymen, Inc. in addition shall conform to sizes and descriptions in plant list.

1.2 APPROVAL AND SELECTION OF MATERIALS AND WORK

- A. Selection of materials and execution of operations required under Drawings and Specifications is subject to approval of Owner and Landscape Architect. They have the right to reject materials work, which in their opinion, does not meet requirements of Contract Documents at any stage of operations. Remove rejected Work and or materials from Project Site. Replace promptly at no additional cost to Owner.

1.3 SUBMITTALS

- A. Maintenance Schedule with monthly maintenance guidelines.
- B. For plant materials not pre-selected and tagged, submit color photographs of representative plants with materials unit price list.

1.4 QUALITY ASSURANCE

- A. Landscape Contractor shall be qualified with work resulting in successful plant establishment.
- B. Landscape Contractor is required to maintain an experienced full-time supervisor on project site when planting is in progress.
- C. Following codes and standards shall be observed:
 - 1. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition.
 - 2. State and Federal laws, including for disease and insect control.
 - 3. Requirements of authorities having jurisdiction.
- D. A Pre-installation Conference shall be conducted at project site prior to start of work.

1.5 WORKMANSHIP

- A. Install plant materials neatly.
- B. Make minor adjustments to layout as may be required and requested by Landscape Architect at no additional cost to Owner.
- C. Coordinate delivery of plant material with time of installation to prevent plant material from being stockpiled on site longer than 24 hours.
- D. Deliver materials in such manner as to not damage or decrease health and vigor of plant materials. Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area.
- E. Handle, load, unload, and transport materials carefully to avoid damage.
- F. Maintain and protect plant materials as necessary to insure health and vigor.

1.6 GUARANTEE

- A. Guarantee plant materials and lawn areas for one year from date of substantial completion. Landscape Contractor shall replace plants that fail to grow properly with plants as originally specified at the earliest practical date following plant failure, without additional charges to Owner.
- B. Replacement materials will be guaranteed for one year from the date of replacement.
- C. Landscape Contractor shall not be responsible for replacing plants which are damaged by abuse or improper maintenance by Owner as reported by Landscape Contractor outlined below or by acts of nature occurring after acceptance.
- D. Acts of nature may include, but may not be limited to high winds of hurricane or tornado force, sleet, hail, freezing rain, plants washed away in 50 year or greater rain storms in the first month of installation, and extreme cold (as determined by the Landscape Architect). Contractor agrees to replace losses due to Acts of Nature at twenty percent less than the original contract price for the damaged work.

1.7 CONTRACTOR'S PERIODIC INSPECTION

- A. During guarantee period, Contractor shall make periodic inspections of the project to satisfy himself that maintenance by Owner is adequate.
- B. Methods or products which he deems not normal or detrimental to good plant growth shall be reported to Owner in writing.
- C. Failure to inspect and report shall be interpreted as approval and Landscape Contractor shall be held responsible for replacements.

1.8 SOIL TESTING

- A. Landscape Contractor shall have soil tested by suitable laboratory chosen by Landscape Contractor and subject to written approval of Landscape Architect. Topsoil analysis shall state percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ration; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
- B. Soil test shall be completed in planting areas to determine lime and fertilizer requirements. Submit test results to Landscape Architect for approval. Landscape Contractor shall adjust pH and fertility based upon results. No addition to or placement of soil is to be conducted prior to initial soil test report approval.
- C. Report of suitability of topsoil shall be furnished for lawn growth stating recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

PART 2 – PRODUCTS

2.1 TOPSOIL

- A. Topsoil shall be fertile, friable, sandy loam and a natural surface soil obtained from well areas reviewed by Landscape Architect and possessing characteristics of representative soils in project vicinity that produce heavy growths of crops, grass, or other vegetation.
- B. Topsoil shall be free of subsoil, brush, organic litter, or objectionable weeds, clay, clots, stumps, stones, roots or other material harmful to plant growths or hindrance to planting or maintenance operations. Should regenerative materials be present in soil, Landscape Contractor shall eradicate and remove such growth, both surface and root, which may appear in imported material within one year following acceptance of work.
- C. Topsoil shall not be handled in a frozen muddy condition. Acidity range shall be between 5.0 and 7.0 inclusive. Mechanical analysis of soil shall be as follows:

| Sieve Size | Percent Passing |
|---------------|------------------|
| 1 inch mesh | 99 - 100 percent |
| 1/4 inch mesh | 97 - 99 percent |
| No. 100 mesh | 40 - 60 percent |
| No. 200 mesh | 20 - 40 percent |
- D. Landscape Contractor to spread 4" of topsoil in all sod, seed and plug locations, 12" of topsoil in all planting beds, and depth per details of lightweight planting mix in all raised planters. Landscape Contractor will be responsible for fine grading. Topsoil, regardless of source, shall meet requirements of paragraph above.
- E. Stockpiled material that does not meet requirements may, at the option of Landscape Contractor, be improved by screening and addition of organic matter and chemical admixtures.

2.2 PLANTING SOIL MIXTURE

- A. Provide soil mix amended as per laboratory recommendations. Basic planting soil mix consists of:
 - 50 percent topsoil (as described above)
 - 50 percent prepared additives (by volume as follows)
 - 3 parts humus (forest peat) or "Nature's Helper" by Klum
 - 1 part sterilized cow manure, commercial fertilizer and lime as recommended in soil analysis
- B. Components shall be thoroughly mixed to uniform consistency by hand or machine methods.

2.3 TREES

- A. Large deciduous shade trees and ornamental trees are to be field grown from rooted cuttings true to variety and not grafted material. No grafted material will be accepted for initial installation or as guarantee replacement material.
- B. Balled and burlapped plant materials are to be wrapped with organic wrapping burlap only. Synthetic material will not be accepted. Remove nursery loading straps once plant material is placed in pit.

2.4 PLANTS

- A. Plants shall conform to or surpass minimum quality standards as defined by American Association of Nurserymen (AAN), current edition of American Standard for Nursery Stock, published by the AAN, Inc. and in addition, shall conform to sizes and descriptions in plant list
- B. Balled and burlapped plant materials are to be wrapped with organic wrapping burlap only. Synthetic material will not be accepted. Remove nursery loading straps once plant material is placed in pit.

2.5 ORDERS FOR PLANT MATERIALS

- A. Submit to Landscape Architect within 30 days from date of contract is awarded to General Contractor confirmed orders for material from approved growers (listed on plant schedule). Contractor is responsible for payment of deposits required by approved growers.
- B. Necessary inspection certificates shall be supplied to Landscape Architect's representative for each shipment of plant material, as required by law. Certificates showing source of origin shall be filed with Landscape Architect prior to acceptance of material.

2.6 INSPECTION & QUALITY

- A. Plant materials shall be subject to inspection and approval. Landscape Architect reserves the right to reject plants which fail to meet this specification at any point during the installation of job. Rejected materials shall be promptly removed from site by Landscape Contractor at no additional cost to the owner.

- B. Plant materials furnished shall be well branched, proportioned width to height, of normal habit, sound, healthy and vigorous in growth. Minimum acceptable sizes of plants shall be measured before pruning with branches in normal position and shall conform to measurements specified. Plants used where symmetry is required shall be matched as closely as possible. Plants shall meet requirements as listed in plant list.
- C. Plants shall be of healthy stock, free from disease, insects, eggs, larvae and parasites of an objectionable or damaging nature.

2.7 SOURCE OF PLANTS

- A. Plants shall be field nursery, container grown or collected material subject to requirements of Specifications.
- B. Contractor is required to provide pictures of trees with orders. Pictures shall adequately show character, form, height, spread and caliper.
- C. All necessary inspection certificates shall be supplied to the Landscape Architect's representative for each shipment of plant material, as required by law. Certificates showing source of origin shall be filed with Landscape Architect prior to acceptance of the material.
- D. Alternate Growers - Alternate growers will be considered by the Landscape Architect only if submitted prior to bidding. The Landscape Architect will select and tag 100% of plant materials from acceptable alternate growers. The Contractor will be responsible for all expenses related to tagging trips to alternate growers including usual fees charged by the Landscape Architect. The Contractor shall arrange for and provide transportation for the Landscape Architect. Contractor shall provide the Landscape Architect a minimum of three weeks advance notice. Contractor shall limit tagging trips to no more than two at a maximum of two days each. All tagging trips will be completed within 90 days from date contract is awarded to General Contractor.
- E. Contractor will submit confirmed orders from acceptable alternate growers within ten days of tagging by the Landscape Architect. Contractor is responsible for payment of deposits required by acceptable alternate growers.
- F. All trees (except Pines) are to be located by the Contractor at one of the approved nurseries listed, or equal as approved by the Landscape Architect. The Contractor should anticipate accompanying the Landscape Architect on the tagging trips, but is not required to do so. Nurseries of equal quality must be approved prior to bidding.
- G. Approved Tree Nurseries:
 - 1. Bold Springs Nursery
3920 Bold Springs RD. Monroe, GA 30655
P: (770) 267-9196 F: (770) 267-8803
 - 2. Ray Bracken Nursery, INC.
815 Bracken Road Piedmont, SC 29673
P: (800) 992-4321 F: (803) 227-1906
 - 3. Charlies Creek Nursery
P.O. Box 669 Iva, SC 29655
P: (864) 348-7489 F: (864) 348-6486

4. Cherry Lake
7836 Cherry Lake Road Groveland, FL 34736
P: (352) 429-2171
5. Green Valley Nursery
12975 HWY. 17 Montevallo, AL 35115
P: (205) 665-1355 F: (205) 665-1313
6. Hawkersmith & Sons Nursery
950 Hawkersmith Road Tullahoma, TN 37388-9204
P: (931) 455-5436 F: (931) 455-3643
7. Hunter Trees, LLC
P.O. Box 382733 Birmingham, AL 35238-2733
P: (205) 296-6401
8. Moon's Tree Farm
6327 HWY 20 Loganville, GA 30052
P: (770) 554-6849 F: (770) 554-6852
9. Plantation Tree Company
120 County Road 15 South Selma, AL 36703
P: (800) 848-5064 F: (334) 872-9621
10. Select Trees
P.O. Box 6671 Athens, GA 30604
P: (706) 769-9879 F: (706) 769-4528
11. Green Ridge Tree Farm, LLC
11907 County Road 117 Eutaw, AL 35462
P: (205) 372-0205 F: (205) 372-4087
- I. Approved nurseries for perennials and native grasses:
 1. Emerald Coast Growers
7410 Klondike Road Pensacola, FL 32526
P: (850) 944-0808 F: (850) 944-1006
 2. Petals From the Past
16034 County Road 24 Jemison, AL 35085
P: (205) 646-0069

2.8 SOD

- A. Sod shall be 100% specified grass, free of weeds, freshly dug.
- B. Approved complying with TPI's "Specifications for Turfgrass Sod Materials" in its "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

2.9 GUYING & STAKING

- C. Staking shall be required at direction of Landscape Architect on trees that needs stabilizing assistance.
- D. Stakes for supporting trees shall be sound timber, straight, sized as shown in planting details and of sufficient length to adequately support plant. Visible surfaces shall be painted flat black.
- E. Deadmen or stakes for anchoring guy wires in ground shall be of size, material and strength adequate to hold guy taut and maintain tree firmly in an upright position.
- F. Wire shall be #12 gauge galvanized wire in double twisted strand to adjust tension.
- G. All guying and staking shall be removed as directed.

2.10 FERTILIZER

- A. Fertilizer for trees, plants and ground covers shall be **Milorganite**, or approved equal delivered to site in unopened containers.
- B. Fertilizer shall be uniform in composition, dry and free flowing, and shall be delivered to site in original, unopened container, bearing Manufacturer's guaranteed analysis. Fertilizer shall not have been exposed to weather prior to delivery to site. After delivery until used, it shall be completely protected at all times. It shall not be stored in direct contact with ground.
- C. Fertilize areas according to manufacturer's recommended rates in accordance with monthly maintenance guideline herein.
- D. Cultivate and water beds or pits thoroughly after application.
- E. Adjust fertilizer in accordance with interim soil test reports.

2.11 MULCH

- A. Mulch shall be clean, fresh, free of noxious weed, seed, fire ants, Japanese beetles and/or fringed beetles.
- B. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, or one of following:
 - 1. All planting beds: 100 percent shredded pine bark free of extraneous and deleterious matter.
 - 2. All plugged areas and slopes: Pine straw mulch shall be clean, fresh, free of noxious weed, seed, fire ants, Japanese beetles and/or fringed beetles.
 - 3. Class A hay or straw mulch for seeding per AHD Section 860.03. Straw mulch shall consist of rye straw or tame hay. The mulch material shall be air-dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds is not permitted.
- C. Asphalt Emulsion Tackifier: Asphalt emulsion, ASTM D 977, Grade SS-1, nontoxic and free of plant growth-or germination-inhibitors.

- D. Non-asphalt Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application, nontoxic and free of plant growth-or germination-inhibitors.

2.12 EROSION-CONTROL MATERIALS

- A. Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended 6" steel wire staples.
- B. Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, 0.92 lb/sq yd minimum, with 50 to 65 percent open area. Include manufacturer's recommended 6" steel wire staples.

2.13 LIME

- A. Ground dolomitic limestone not less than 85 percent total carbonates and magnesium, ground so that 50 percent passes 100-mesh sieve and 90 percent 20-mesh sieve.

PART 3 – EXECUTION

3.1 LAYOUT OF MAJOR PLANTS

- A. Before commencing planting operations, location of major plants and outlines of areas to be planted shall be marked out on ground by Landscape Contractor, for approval by Landscape Architect. Contact Landscape Architect a minimum of 48 hours in advance of anticipated review of layout.

3.2 TIME AND PLANTING

- A. Planting operations shall be during favorable weather in which conditions are neither extremely cold or hot nor to point that the risk of loss is too great. Landscape Contractor shall inform Landscape Architect of high risks due to weather.

3.3 REMOVAL OF EXISTING GRASS

- A. Landscape Contractor is to remove existing grass and weeds from all areas for planting and resodding as designated on plans. Existing stands are to be removed to a maximum depth of 1 inch so as to not disturb existing tree roots where present in those areas.
- B. Aerate with a tined tiller to break up upper 3 inches lightly not to damage tree roots. Pick up solids for discarding and cut cleanly any roots damaged.
- C. Spread a light layer of topsoil not more than 1 inch in depth over aerated area and fine grade to meet acceptance by Landscape Architect. Apply fertilizer and lime to these areas as specified previously under "Preparation of Planting Beds" or "Preparation of Sod or Seed Areas", whichever the case may be.

3.4 PREPARATION OF PLANTING BEDS

- A. Grade will be brought to a specified level below finished grade by General Contractor. Subgrade shall consist of a minimum of 4 foot depth of native soil. Landscape Contractor will spread specified depth of topsoil, fine grading all planting beds to finish grade. This is to include debris removal and any grading required to bring landscaping finished grade to proper level for planting trees, shrubs and ground covers. Landscape Contractor shall grade for proper drainage. Areas shall have smooth and continual grade between the existing and fixed controls such as walks and curbs. Finished grades shall meet approval of Landscape Architect before planting operations begin.
- B. Circular plant pits with vertical sides shall be dug by hand or machine methods for planting and transplanting of trees and shrubs.
- C. Shrub pit diameter shall be a minimum of one foot greater than spread of root mass.
- D. Transplanted material is to be replanted same day it is dug or properly healed in and watered regularly to insure life.
- E. Test excavated plant pits to determine if sufficient drainage is present for proper plant survival.
- F. Fill area between pits, if individual pits are arranged in a group, to required grade with specified mulch, 3 inch deep. Plant beds shall be neatly edged and kept free of weeds until work is accepted.

3.5 EXCAVATION FOR PLANTING GROUND COVERS

- A. Ground cover beds shall be scarified by hand or machine method to a minimum depth of 8 inches. Four inches of pine bark additive and 20 pounds per 1000 square feet of fertilizer shall be uniformly incorporated into soil to full 8" of minimum depth.

3.6 PREPARATION OF SOD AREAS

- A. Grade will be brought to specified level below finished grade by the General Contractor. Subgrade shall consist of a minimum of 4 foot depth of native soil. The landscape contractor will spread specified depth of topsoil, fine grading all lawn areas to finish grade. All areas shall have smooth and continual grade between the existing and fixed controls such as walks and curbs. Contractor shall fine grade as necessary for uniformity and drainage. Roll, scarify, rake and level as necessary to obtain true, even and firm lawn surfaces. All finished grades shall meet approval of the Landscape Architect before sod or seeding operations begin.
- B. On this grade, spread specified fertilizer as per Manufacturer's recommendations and lime at a rate of 50 lbs. per 1000 square feet evenly over all areas to receive grass. A soil test shall be made prior to the beginning of fertilizing and liming and the quantities of the lime and fertilizer shall be adjusted, if necessary, to achieve a pH of 6.0 to 7.0.
- C. Scarify prepared grade to depth of 6 inches, thoroughly incorporating fertilizer and lime into the top 6" of existing soil in all areas to be grassed. Caution shall be exercised to avoid

damage to underground utilities. All building debris, vegetation, sticks and stones over 1 inch in any dimension shall be removed and the surface leveled and smoothed.

3.7 SODDING OPERATIONS

- A. Delivery of sod shall be scheduled so as to allow laying of sod without delay. No sod shall remain stacked longer than 24 hours. In the event that sod cannot be laid immediately upon delivery, Contractor shall lay sod on as designated site, to be approved by the Landscape Architect. No sod shall overlap and it shall be lightly watered as necessary to keep moist.
- B. Lay sod when bed is not excessively wet or frozen, but when soil is moist for a depth of 4".
- C. Lay sod so that no voids occur. Sod shall be tamped and rolled by hand methods. The completed surface shall be true to finish grade and even and firm at all points.
- D. Do not move heavy objects over areas to be sod after the soil has been prepared.
- E. A satisfactory stand is defined as a cover of living grass of specified species, after true leaves are formed in which no gaps larger than five (5) inches square occur.
- F. Areas determined by the Landscape Architect to be solid rock will be exempt from this requirement.

3.8 PREPARATION OF PLUG AREAS

- A. The Contractor will provide specified depth of topsoil and grade to finish grade all areas to receive plugs, which will include all disturbed areas not receiving sod or other specified planting. The Landscape Contractor will be responsible for fine grading. This is to include debris removal and any grading required to bring the finished topsoil grade to the proper level for applying seed.
- B. Thoroughly till existing soil to a minimum depth of 4" by running tilling device two directions at right angles over the entire surface to be plugged. Fine grade to achieve uniformity and drainage.
- C. Apply lime uniformly with a mechanical spreader to the entire area to be plugged at the rate determined from the soil test.
- D. Work soil to a uniform grade so that all areas have positive drainage away from drives, buildings and landscaped areas.
- E. Remove all trash and stones exceeding 1" in diameter from area to a depth of 2' prior to plugging.
- F. Protect plugged slopes exceeding 6:1 with erosion-control blankets installed and stapled per manufacturer's recommendations.
- G. Protect plugged areas against erosion, heat and drying winds by applying pinestraw mulch within 24 hours after plugging.

3.9 NATIVE GRASS & WILDFLOWER AREAS REQUIREMENTS

- A. Plugged areas will be required to have a satisfactory stand of grass before acceptance. A satisfactory stand is defined as a cover of living grass of specified species, after true leaves are formed in which no gaps larger than twelve (12) inches square occur. Areas determined by the Landscape Architect to be solid rock will be exempt from this requirement.

3.10 DRAINAGE TEST

- A. Tree pits shall be filled with water. If percolation is less than 100 percent within a period of twelve hours, drill a 12 inch auger to a depth of 4' below bottom of pit. Retest pit. In case drainage is still unsatisfactory, notify Landscape Architect in writing of condition before planting trees. Landscape Contractor is fully responsible for warranty of trees. If tree is on slope provide trench filled with stone and 4" drain pipe to point of nearest relief.
- B. Drainage Test for Plants and Ground Covers shall be spot tested to insure proper percolation.
- C. Balled and container plants shall be placed firmly upon scarified subgrade and backfilled with planting soil mixture. Remove wire, cords, and burlap from top of root ball. Hand tamp carefully around and under ball to fill all voids. Water during back filling. Form saucer from planting soil mixture in order to retain water.
- D. Gently loosen outer roots of container grown plants to encourage outward growth.
- E. Fertilizer shall be thoroughly mixed and soaked into top 2 inch of soil for plant pits.

3.11 TREE TRANSPORTATION

- A. Landscape Contractor shall be responsible not only for safe transportation of plants to site but also their condition upon arrival. Trees with abrasions to bark, sun scalds, fresh cuts, or breaks of limbs which have not completely callused will be rejected. Trees which have been damaged during transit will be replaced by Landscape Contractor at no additional cost. Unit costs per plant will reflect above listed specifications.

3.12 TREE TAGS

- A. Plants accepted at the nursery by Landscape Architect shall be tagged with serialized self-locking tags. Trees delivered to site without these tags or with broken Tags will be rejected. The tags shall remain on trees until Landscape Contractor has been given instructions by Landscape Architect for removal.

3.13 PRUNING DECIDUOUS TREES

- A. Deciduous trees and shrubs shall be pruned only to thin out heavy growth.
- B. Do not top or remove terminal growing point or leader of plant.

3.14 GUY TREES 2" CALIPER AND OVER

- A. Space three guys equally about each tree, attached at approximately two-fifths up trunk. Guys should be at 45 degree angles and anchored in ground with stakes. Guy to trunks with wire loops and black rubber hose drawn snug in all Directions. These guys shall be equally taut. Stakes to be painted black with nonleaded outdoor paint.
- B. Stake trees less than 2 inch caliper with two wood stakes driven two feet into ground with portion extending above ground approximately 1/2 of trunk height. Stake one foot from trunk, fastened at approximately two-fifths of trunk height with wire run through rubber hose. Stakes to be painted black with black nonleaded outdoor paint.

3.15 MULCH

- A. Mulch planting beds and other areas designated to be mulched, with three "settled" inches of specified mulch. Individual plants are to be mulched as detailed. Mulch is to be measured after settlement and maintained as specified.

3.16 CLEANUP AND PROTECTION

- A. Keep Project Site clean and orderly during planting operations.
- B. Clear grounds of debris, superfluous materials and all equipment upon completion of Work. Remove from site to satisfaction of Landscape Architect and Owner.
- C. Protect all work and materials from damage due to landscape operations and operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion.
- D. Contractor is responsible for theft of equipment and material at the site before, during and after installation, until Date of Substantial Completion of Work in total

3.17 ACCEPTANCE AND GUARANTEE

- A. SUBSTANTIAL COMPLETION
 - 1. Submit written requests for inspection for Substantial Completion to Landscape Architect at least three calendar days prior to anticipated date of inspection and testing.
 - 2. Substantial Completion cannot be granted and at the same time no further applications for payment shall be for more than 85 percent of Contract until there has been a walk - thru for planting at which time a "punch list" will be written consisting of items to be addressed and corrected by Landscape Contractor immediately. Depending on extent of work on "punch list", Landscape Architect will determine job to be "substantially complete" or pending the completion of punch list".
 - 3. Submit Record Drawings and Maintenance manuals to Landscape Architect with written request for inspection.

4. Review "punch list" work jointly with Owner and Landscape Architect for Substantial Completion of total (contract) work.
5. Upon completion of repairs and replacements found necessary at time of review, Owner and Landscape Architect will confirm date of Substantial Completion and issue written notice of Substantial Completion if items on punch list have been completed. If necessary, another punch list will be Written to itemize deficiencies still existing and will be attached to written notice of substantial completion. Landscape Contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.
6. Date of Substantial Completion will constitute beginning date of One –Year Guarantee. This date also constitutes beginning of warranty responsibilities and acceptance by Owner and Landscape Architect.

B. GUARANTEE

1. Work, products, equipment and materials for one year, beginning at Date of Substantial Completion as per written notice of Substantial Completion.
2. Make good damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to Owner.
3. Repair damage to grade, plants, and other work as necessary.
4. If replacement is not acceptable during or at end of the Guarantee Period, Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one year guarantee from time of replacement.
5. Guarantee applies to unacceptable conditions or losses with exception of those due to acts of nature, vandalism or Owner neglect, as determined by Landscape Architect. Act of Nature include, but may not be limited to, high winds of hurricane or tornado force, sleet, hail, freezing rain, plants washed away in a 50 year or greater rain storm in first month of installation, and extreme cold (as determined by Landscape Architect). Landscape Contractor agrees to replace losses due to Acts of Nature at 20 percent less than original contract price for damaged Work.

END OF SECTION

SECTION 32 91 00 LANDSCAPE MAINTENANCE

PART 1 – GENERAL

1.0 SECTION INCLUDES:

- A. Plant Pruning.
- B. Irrigation and watering.
- C. Fertilization schedule.
- D. Weeding, manual and chemical applications.
- E. Reseeding, re-sodding and mowing.
- F. Clean-up.
- G. Selective Clearing.

1.01 RELATED SECTIONS

- A. Section 32 90 00 PLANTING
- B. Section 32 80 00 IRRIGATION

1.02 REFERENCES

- A. ANSI Z60.1 - American Standard for Nursery Stock; 1996.

1.03 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, Kudzu, Privet, and Brome Grass.
- B. Plants: Living trees, plants, and ground cover specified in this Section, and described in ANSI Z60.1.

1.04 QUALITY ASSURANCE

- A. Nursery Qualifications: Company specializing in growing and cultivating plants with three years documented experience.
- B. Installer Qualifications: Company specializing in installing and planting plant material with three years' experience. Adequate numbers of skilled workmen trained and experienced in the work and familiar with the requirements and methods for the performance of the work. On-site superintendent knowledgeable of horticultural practices at all times.
- C. Tree Pruning: NAA - Pruning Standards for Shade Trees.
- D. Maintenance Services: Performed by installer.

1.05 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of plants, fertilizer and herbicide mixture.
- C. Plant Materials: Described by ASTM Z60.1; free of disease or hazardous insects.

1.06 SUBMITTALS

- A. Maintenance Schedule with monthly maintenance guidelines.
- B. For plant materials not pre-selected and tagged, submit color photographs of representative plants with materials unit price list.

1.07 INSPECTION AND APPROVAL

- A. The selection of all plant material is subject to approval by the landscape architect and owner at any time in the field or nursery prior to digging.
- B. Substitutions not permitted unless proof is submitted to the landscape architect's satisfaction that the material is not available as specified. Acceptance or rejection of substitute plant material will be issued in writing by the landscape architect.
- C. Waterproof labels indicating correct botanical names as specified shall be attached to at least one plant, bundle, or container of each plant variety.
- D. Rejected materials or materials not conforming to the specified requirements shall be immediately removed from the site, and promptly replaced at no additional cost to the owner.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials in Manufacturer's original waterproof bags showing weight, chemical analysis, and name of manufacturer.
- B. Deliver all non-packaged or non-containerized materials to site in a manner that will prevent loss, damage, deterioration, or contamination.
- C. Protect and maintain plant life until planted.
- D. Deliver plant materials after preparations for planting have been completed and approved.
- E. Deliver plant life materials immediately prior to placement. Keep plants moist.
- F. Do not prune prior to delivery.
- G. Do not bend or bind trees in a manner that will damage health, vigor, or natural shape.
- H. Coordinate a secure and safe staging area with the general contractor.
- I. Maintain roads, paving and structures adjacent to planting operations in a clean and neat manner, free of mud, debris, dust and obstructions at all times.
- J. Provide protective covering during delivery of plant material. Contractor is responsible not only for safe transport of plants, but also their condition upon arrival.
- K. Do not flush debris into sewers or drainage ditches.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Do not install plant life when ambient temperatures may drop below 35 degrees F or rise above 90 degrees F.
- B. Do not install plant life when wind velocity exceeds 30 mph.

1.10 WARRANTY

- A. Warranty: Include coverage for one continuous growing season; replace dead or unhealthy plants at no additional cost to the owner.
- B. Replacements: Plants of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

1.11 MAINTENANCE SERVICE

- A. Maintain plant life immediately after placement. Continue maintenance until termination of warranty period.
- B. Maintenance to include:
 - 1. Cultivation and weeding plant beds and tree pits.
 - 2. Applying herbicides for weed control in accordance with manufacturer's instructions. Remedy damage resulting from use of herbicides.
 - 3. Applying pesticides for ant and other insect infestations that cause damage to plants. Remedy damage from use of insecticides.
 - 4. Irrigating sufficient to saturate root system.
 - 5. Pruning, including removal of dead or broken branches, and treatment of pruned areas or other wounds. Existing and new plant material shall be allowed to grow into appropriate masses with no excessive pruning of individual plants. Prune shrubs to retain natural character. Plant material shall be pruned to maintain height below windows, etc. as per field direction by Landscape Architect.
 - 6. Proposal for bi-yearly assessment of tree canopy to include maintenance of trees, including pruning or removal shall be submitted for approval by owner.
 - 7. Disease control.
 - 8. Maintaining wrapping, guys, turnbuckles, and stakes. Adjust turnbuckles to keep guy wires tight. Repair or replace accessories when required.
 - 9. Remedy damage caused by tree staking apparatus.
 - 10. Replacement of mulch.

PART 2 - PRODUCTS

2.00 SEE SECTION

PART 3 - EXECUTION

3.01 GENERAL MAINTENANCE

- A. Provide all labor, products, equipment and services necessary to maintain landscape work.
- B. Provide topsoil necessary to perform or complete maintenance operations; repair or replacement is to be provided.

- C. Remove dead wood and sucker growth as it becomes evident. Remove other living portions of plants only at the direction of the Landscape Architect. Do not top or remove terminal growth point or leader of any plant.
- D. Provide bi-yearly tree assessment of tree canopy by qualified tree surgeon and urban forester or arborist.
- E. Prune trees to NAA Class 1-Fine Pruning.
- F. Monitor owner's automatic irrigation system and schedule for proper watering of all plant material.
- G. Water landscape areas not covered by automatic irrigation system as necessary to maintain proper moisture level. All lawn areas shall receive a minimum of 1" water per week.
- H. Check trees monthly to determine if rootball is well drained. Take permanent corrective measures for proper drainage.
- I. Fertilize plant material with Milorganite using manufacturers recommendations.
- J. Replace annual plantings to maintain blooming condition. Blooming plants shall be in bloom at the time of planting and shall be replaced as necessary throughout specified maintenance period to maintain blooming condition.
- K. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Two applications (Spring and Fall) of chemical pre-emergent spray, approved. Two applications during growing season of chemical contact spray, approved. Two days per month manual weeding (by hand) during the period from March 1 to September 30, remove all visible weeds.
- L. Observe all applicable laws, statutes, and ordinances regulating the purchase, use, application and licensing for all pesticides.
- M. Keep planting areas neat and uniformly mulched to specified depth on a continuous basis. In addition, completely replenish mulch in all planting areas one time (during the last month of the one-year guarantee period).
- N. Maintain plants in their stable, upright position at the proper grade by straightening and tightening staking and guying apparatus.
- O. Keep all planting areas neat, weeded and uniformly mulched on a continuous basis.
- P. Remove all trash and debris from surface of planting areas, whether as a result of maintenance operations or otherwise.
- Q. Clean up adjacent walks and pavement where littered as a result of maintenance operations.
- R. Maintain all plants in a pest and disease-free condition by approved means.
- S. Mowing: Mow grass at regular intervals to maintain recommended height for specified grass type. Never remove more than a 1/3 of leaf blade at a time. Seeded and sodded lawns should have at least one mowing before receiving Substantial Completion.
- T. Neatly trim edges and hand clip where necessary.
- U. Immediately remove clippings after mowing and trimming.
- V. If thatch exceeds 1/2" depth, use a vertical mower, dethatcher or other suitable equipment to remove excess buildup.
- W. Re-sodding: Rework and re-sod areas which fail to show a uniform stand of grass. Perform work with the same sod type until all areas are covered with a uniform stand of grass.

- X. Re-seeding: Rework and re-seed areas which fail to show a uniform stand of grass. Perform work with the same seed type until all areas are covered with a uniform stand of grass

3.02 PLANT SUPPORT

- A. Brace plants vertically with plant protector wrapped guy wires and stakes to the following:
 - 1. Tree Caliper: 1 inch; Tree Support Method: 1 stake with one tie
 - 2. Tree Caliper: 1 - 2 inches; Tree Support Method: 2 stakes with two ties
 - 3. Tree Caliper: 2 - 5 inches; Tree Support Method: 3 guy wires with eye bolts and turn buckles.

3.03 INSPECTION AND ACCEPTANCE

- A. Monthly review:
 - 1. Submit a request for inspection of Maintenance Work to the Landscape Architect once a month from April through September and every two months from October through March.
 - 2. Review the previous month's work jointly with Landscape Architect.
 - 3. Submit a written log of fertilizer applications, and chemical insect, disease or weed control applications with each Application for Payment. This log will be a complete account of each fertilizer and chemical application performed within the month covered by that Application for Payment including date, time, weather conditions, and specific purpose and product of each application.
 - 4. Basis of Acceptance:
 - a. Contractor is responsible for landscape maintenance work as specified herein and in keeping with acceptable horticultural practices.
 - b. During the period of the maintenance contract, replace with no additional compensation, and as soon as weather permits, all dead plant materials and all materials not in a thriving condition; replace all other workmanship and materials which are unsatisfactory in the opinion of the Architect; make good any other damage, loss, destruction or failure to flourish sufficiently as the result of inferior or defective materials or workmanship, including, but not limited to, inadequate drainage.
 - 5. All replacement material shall match the size attained by the original material at the time of replacement.
 - a. Remove dead or dying material from the site within one week of notice from the Landscape Architect.
 - b. Repair grades and other work necessitated due to planting replacements.
 - c. If the replacement is not acceptable during or at the end of the maintenance period, the Owner may elect either subsequent replacement or credit.
 - d. Responsibility for replacement or repair work applies to losses or damage other than those due to vandalism, Owner neglect, or Acts of Nature, as determined by the Architect. Acts of Nature include, but may not be limited to, high winds of hurricane or tornado force, sleet, hail, freezing rain, and extreme cold (as determined by the Architect). Contractor agrees to replace losses due to Acts of Nature at twenty percent (20%) less than original contract price for the damaged work.

- e. The cost of mobilization (including the provisions of General Requirements and General and Supplementary Conditions) as specified herein is considered incidental to the Work and will not be counted as a separate item for payment.

3.04 FINAL INSPECTION AND ACCEPTANCE

- A. Final 10% of Payment cannot be granted until Final Inspection and Acceptance has been granted by the Landscape Architect.
- B. At the end of the maintenance period, submit request for inspection for Final Acceptance to the Landscape Architect at least one week prior to anticipated date of inspection.
- C. Submit Maintenance Manual (3 copies) for Owner's information and Landscape Architect's approval, containing full details for care and maintenance of landscape work, personnel and procedures, and monthly schedule of maintenance.
- D. Upon completion by the Contractor of all required repairs and replacements, the Landscape Architect will confirm the date of Final Acceptance of the Work.
- E.

3.05 MONTHLY MAINTENANCE GUIDELINES

- A. January:
 - 1. Prune trees and shrubs that have become too large or out-of-shape; prune to retain natural character.
 - 2. Inspect plants, shrubs and trees and remove damaged or dead wood.
 - 3. Inspect planting areas and remove any debris or litter.
 - 4. Water semi-weekly under eaves.
 - 5. Check staking and weather protection of first year plants.
 - 6. Remove leaves and litter on lawn areas weekly.
 - 7. Mulch as needed to replenish mulch.
 - 8. Spray herbicides on winter weeds around January 15th. Use Round-Up
 - 9. on dormant Bermuda for wild onions and other winter weeds.
 - 10. Take soil samples.
 - 11. Transplant any trees and shrubs.
 - 12. Replace damaged or dead trees and shrubs.
 - 13. Check moisture level and water if necessary.
 - 14. Check plant drainage, correct if excessive water persists.
 - 15. Where possible during extreme cold periods, protect plants susceptible to winter damage.
 - 16. Mow lawn every ten days if over-seeded with winter grass.
- B. February:

1. Prune trees and shrubs that have become too large or out-of-shape; prune to retain natural character.
2. Inspect plants, trees and shrubs and remove damaged or dead wood.
3. Inspect planted areas and remove any debris or litter.
4. Water weekly under eaves.
5. Check staking and weather protection for first year plants.
6. Remove leaf and litter on lawns weekly.
7. Mulch bed areas as needed to replenish mulch levels.
8. Apply pre-emerge herbicide to lawn to prevent crabgrass (Barricade).
9. Apply pre-emerge herbicide to beds to prevent weeds (Treflan).
10. Replace damaged or dead trees or shrubs.
11. Check moisture and water weekly if necessary.
12. Where possible during periods of extreme cold, protect plants susceptible to cold damage.
13. Mow lawn area every ten days if over-seeded with winter grasses.
14. Remove any staking on one-year old plantings.
15. Spot spray any existing weeds with Round-Up.
16. Establish good edge on all bed areas.
17. Completely replace and replenish mulch.

C. March:

1. Dethatch lawn.
2. Mow and trim lawn if required.
3. Inspect plants, trees and shrubs and remove damaged or dead wood.
4. Water weekly under eaves.
5. Remove litter on all lawn areas.
6. Check moisture level in planted areas and water weekly if necessary.
7. Reseed where necessary.
8. Prune where necessary to maintain shape and form (do not shear).
9. Cut back Liriope to allow new growth.
10. Hand weed all bed areas as needed.

D. April:

1. Aerate sod using approved means.
2. Fertilize lawns: 25-4-4 analysis or equal to soil sample reports.
3. Lime lawn areas as per soil sample reports.
4. Mow and edge lawn as needed.

5. Fertilize shrubs, trees, groundcover area with Nursery Special by Sta-Green or equal.
6. and weed planted areas.
7. Inspect and remove dead plants and replace.
8. Inspect shrubs and trees and prune dead limbs.
9. Spot spray any weed problem areas.
10. Clean up litter on lawn.
11. Inspect for insect and disease damage and treat weekly as necessary.
12. Water lawns and planted areas as needed.
13. Prune shrubs after they have bloomed.
14. Inspect for insects and/or diseases and treat as necessary.
15. Hand-weed bed areas as needed.
16. Tree Assessment

E. May:

1. Irrigate planted and lawn areas during dry periods.
2. Mow and edge lawn as needed.
3. Spot spray for weeds in planted and natural areas with Round-Up.
4. Weed groundcover areas as necessary.
5. Clean up litter on lawn and hard surface areas (weekly).
6. Inspect lawn and planted areas for insects and/or disease and treat as necessary.
7. Prune shrubs and hedges as necessary to keep shape and form.
 8. Apply selective herbicides for weed control to lawn.
 9. Hand weed bed areas as needed.
 10. Prune any damaged plants.

F. June:

1. Prune and fertilize Azalea varieties that have completed blooming.
2. Irrigate planted and lawn areas as needed.
3. Mow and edge lawn as needed.
4. Spot spray for weeds with Round-Up.
5. Weed groundcover and bed areas as necessary.
6. Clean up litter on lawn.
7. Inspect for insects and/or disease and treat as necessary.
8. Prune shrubs and hedges as necessary to keep shape and form.
9. Apply selective herbicides for weed control particular to each variety of lawn.

10. Any damaged plants, prune and paint with a pruning sealer.

11. Fertilize lawn areas except for Centipede.

12. Fertilize all bed areas.

13. Hand weed all bed areas as needed.

G. July:

1. Irrigate all planted and lawn areas as needed.

2. Mow and edge all lawn areas.

3. Hand weed all bed areas as needed.

4. Spray with Round-Up on weeds in all planted areas where applicable.

5. Clean up litter on all hard surface and lawn areas weekly.

6. Inspect all lawn and plant areas for insect and/or disease and treat as necessary.

7. Prune shrubs and hedges as necessary to keep shape and form.

8. Prune any damaged plants.

9. Check all bed areas for mulch replacement as needed.

H. August:

1. Irrigate planted and lawn areas as needed.

2. Mow and edge lawn areas as necessary.

3. Hand weed bed areas as needed.

4. Spot spray with Round-Up on weeds in planted areas where applicable.

5. Clean up litter on lawn areas weekly.

6. Inspect for insect and/or disease and treat as necessary.

7. Prune shrubs and hedges as necessary to keep shape and form.

8. Prune any damaged plants.

9. Fertilize lawn with low nitrogen.

10. Fertilize groundcovers and bed areas.

11. Check bed areas for mulch replacement as needed.

I. September:

1. Irrigate lawn and planted areas as necessary.

2. Mow and edge all lawn areas as necessary.

3. Trim lawn areas.

4. Hand weed bed areas as needed.

5. Clean up litter on lawn areas.

6. Inspect lawn and planted areas for insects and/or disease and treat as necessary.

7. Prune shrubs and hedges as necessary to keep shape and form.

8. Prune any damaged plants.
 9. Apply pre-emergent to Bermuda lawn unless overseeding with Rye.
 10. Apply pre-emergent to all bed areas (Treflan).
 11. Apply lime if soil tests show pH is low on lawn areas.
 12. Take soil test if necessary for lime and fertilizer requirements.
 13. Aerate sod using approved means.
- J. October:
1. Mow and edge lawn as necessary.
 2. Monitor water needs.
 3. Remove litter on lawn.
 4. Inspect for insects and/or disease and treat as necessary.
 5. Prune damaged plants.
 6. Remove leaves from planted and lawn areas.
 7. Seed Bermuda lawns with Rye for winter color.
 8. Replace and/or plant any new trees or shrubs.
 9. Fertilize any cool season grasses.
 10. Dethatch lawns that have thatch build-up.
 11. Tree Assessment
- K. November:
1. Remove litter and leaves on lawns.
 2. Mow, edge and trim lawn where applicable.
 3. Check mulch in beds and replace where necessary.
 4. Check planted areas for water requirements.
 5. Weed and cultivate beds for winter.
- L. December:
1. Remove litter and leaves on lawn.
 2. Mow, edge and trim lawn.
 3. Check planted areas for water requirements.

END OF SECTION 32 91 00

MHA GIBBS EAST LANDSCAPING & IRRIGATION

1701 TERMINAL RD, MONTGOMERY, AL 36108



DRAWING INDEX

| | |
|-----------|------------------------------------|
| GENERAL | TITLE SHEET/ SITE VICINITY MAP |
| G000 | |
| LANDSCAPE | |
| L1.00 | NORTHEAST 1 PLANTING PLAN |
| L1.01 | NORTH & NORTHEAST 2 PLANTING PLANS |
| L1.02 | WEST PLANTING PLAN |
| L1.03 | SOUTHWEST 1 PLANTING PLAN |
| L1.04 | SOUTHWEST 2 PLANTING PLAN |
| L1.05 | SOUTHEAST PLANTING PLAN |
| L1.06 | EAST2 & CENTRAL PLANTING PLANS |
| L1.10 | PLANTING PLANS & DETAILS |

GENERAL NOTES

- 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.
- WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STATE AND LOCAL AUTHORITIES HAVING JURISDICTION, INCLUDING APPLICABLE BUILDING CODES AND ORDINANCES.
- CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE ALL ARCHITECTURAL AND ENGINEERING DRAWINGS AND SPECIFICATIONS. CONTRACTOR TO NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- CONTRACTOR TO PROVIDE FINAL AS-BUILT ALTA SURVEY AND CONSTRUCTION DRAWINGS TO OWNER AND ARCHITECT.
- ALL 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.
- 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.
- CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE THEIR WORK WITH ALL OTHER SUBCONTRACTORS TO FACILITATE A SMOOTH WORK PROGRESSION.
- 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.
- CONTRACTOR SHALL OBTAIN AND PAY FOR REQUIRED PERMITS AND APPROVALS AND SHALL NOTIFY AND SCHEDULE REQUIRED INSPECTIONS AND APPROVALS WITH AUTHORITIES HAVING JURISDICTION.
- 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.
- SUBCONTRACTORS SHALL REMOVE FROM THE SITE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM THEIR OPERATIONS. DISPOSE OF THIS MATERIAL LEGALLY. CONTRACTOR WILL 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.
- CONTRACTOR SHALL SUBMIT SAMPLES AND COLOR SELECTIONS TO ARCHITECT FOR APPROVAL.
- CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO COMMENCING ANY CONSTRUCTION WORK AND SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT.
- FURNISH 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.
- PROVIDE CONTROL JOINTS IN 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.
- 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@MHATODAY.ORG
PHONE: 334-531-2628

ARCHITECT
CCR ARCHITECTURE & INTERIORS
2920 1ST AVENUE SOUTH
BIRMINGHAM, AL 35233
PROJECT CONTACT: ROMAN GARY
EMAIL: ROMAN@CCRARCHITECTURE.COM
PHONE: (205) 324-8864

PROJECT DESCRIPTION

MONTGOMERY HOUSING AUTHORITY GIBBS VILLAGE
LANDSCAPING & IRRIGATION

THE PROJECT INVOLVES NEW LANDSCAPING & SITE IRRIGATION AT THE GIBBS VILLAGE EAST COMMUNITY.

DEMOLITION NOTES

- PROTECT EXISTING CONSTRUCTION TO REMAIN, INCLUDING: BUILDINGS, SIDEWALKS, CURBS, PAVINGS, AND EXISTING SITE UTILITIES - TYPICAL THROUGHOUT ALL BUILDINGS OF PROJECT AREA.
- GENERAL CONTRACTOR TO FOLLOW APPLICABLE BUILDING CODES AND PERMITS.

APPLICABLE CODES

2024 INTERNATIONAL BUILDING CODE
2021 INTERNATIONAL FIRE CODE

ALLOWANCES

ALLOWANCE NO. 1: CONSTRUCTION CONTINGENCY
CONTRACTOR TO INCLUDE A 3% CONSTRUCTION CONTINGENCY AMOUNT IN CONSTRUCTION SUM FOR UNFORESEEN CONDITIONS. IF NOT USED, THE CONTINGENCY AMOUNT SHALL BE CREDITED BACK TO THE OWNER.

ALTERNATIVES

ALTERNATE NO. 1 IRRIGATION SYSTEM
DELETE THE IRRIGATION SYSTEM FROM THE PROJECT



1

GIBBS VILLAGE EAST VICINITY MAP
NOT TO SCALE



MHA GIBBS EAST LANDSCAPING & IRRIGATION

1701 TERMINAL RD, MONTGOMERY, AL 36108

JOB NUMBER:
24084

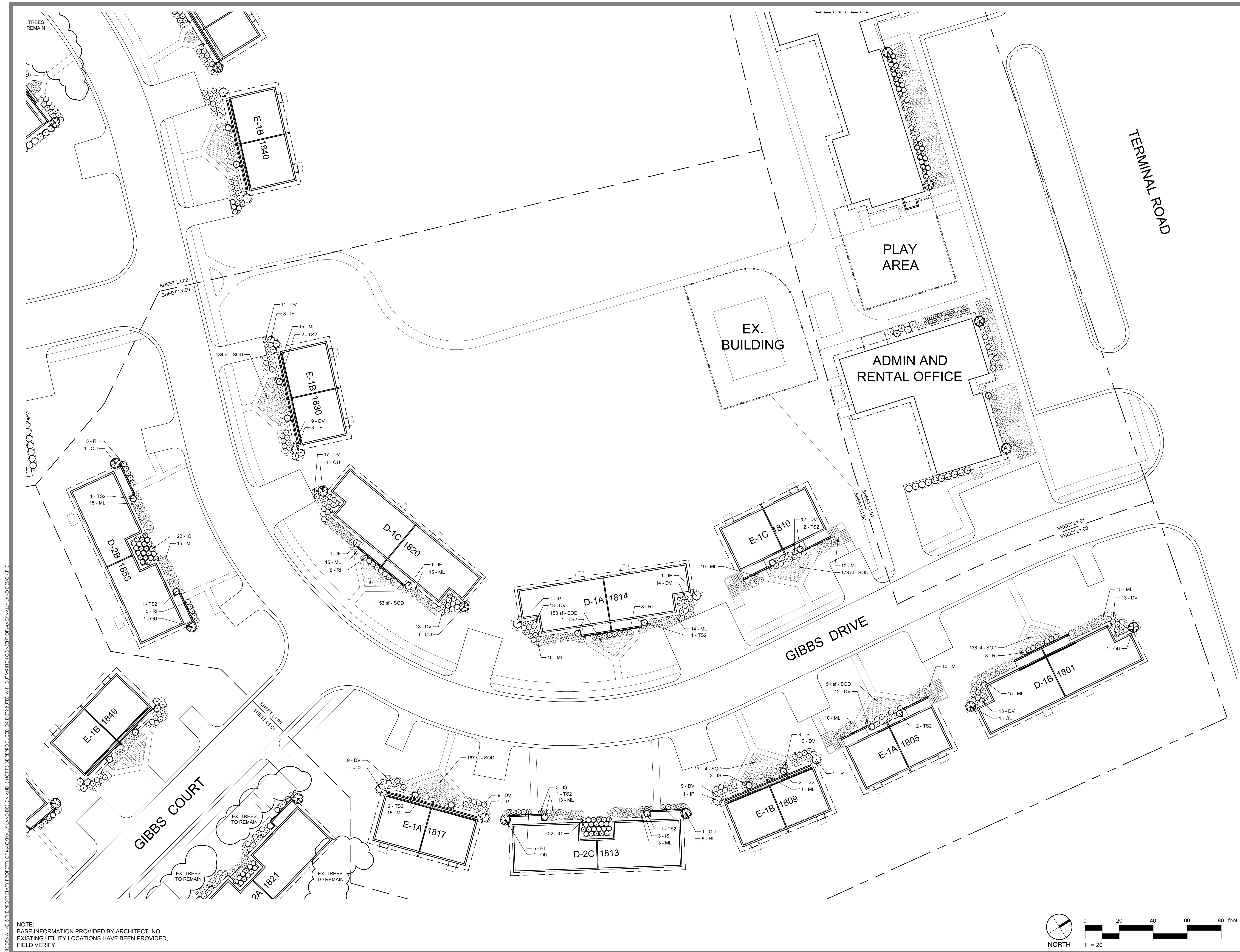
DATE:
11/05/2024

PRINTED / REVISIONS
DESCRIPTION DATE

SHEET TITLE:
TITLE SHEET/ SITE
VICINITY MAP

SHEET NUMBER:

G000



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MHA - GIBBS VILLAGE EAST

1701 TERMINAL ROAD
MONTGOMERY, ALABAMA 36108

MONTGOMERY, ALABAMA 36108

PLANTING PLAN

| NUMBER | DESCRIPTION | DATE |
|--------|-------------|------|
|--------|-------------|------|

| | |
|----------------|-------------------|
| DATE | NOVEMBER 05, 2024 |
| DRAWN BY | JWM |
| CHECKED BY | LAM |
| APPROVED | JWM |
| PROJECT NUMBER | 24_012 |

RAWN BY JWM

CHECKED BY LAM

APPROVED JWMPROJECT NUMBER 24_012

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PLANTING PLAN

PLANTING PLAN

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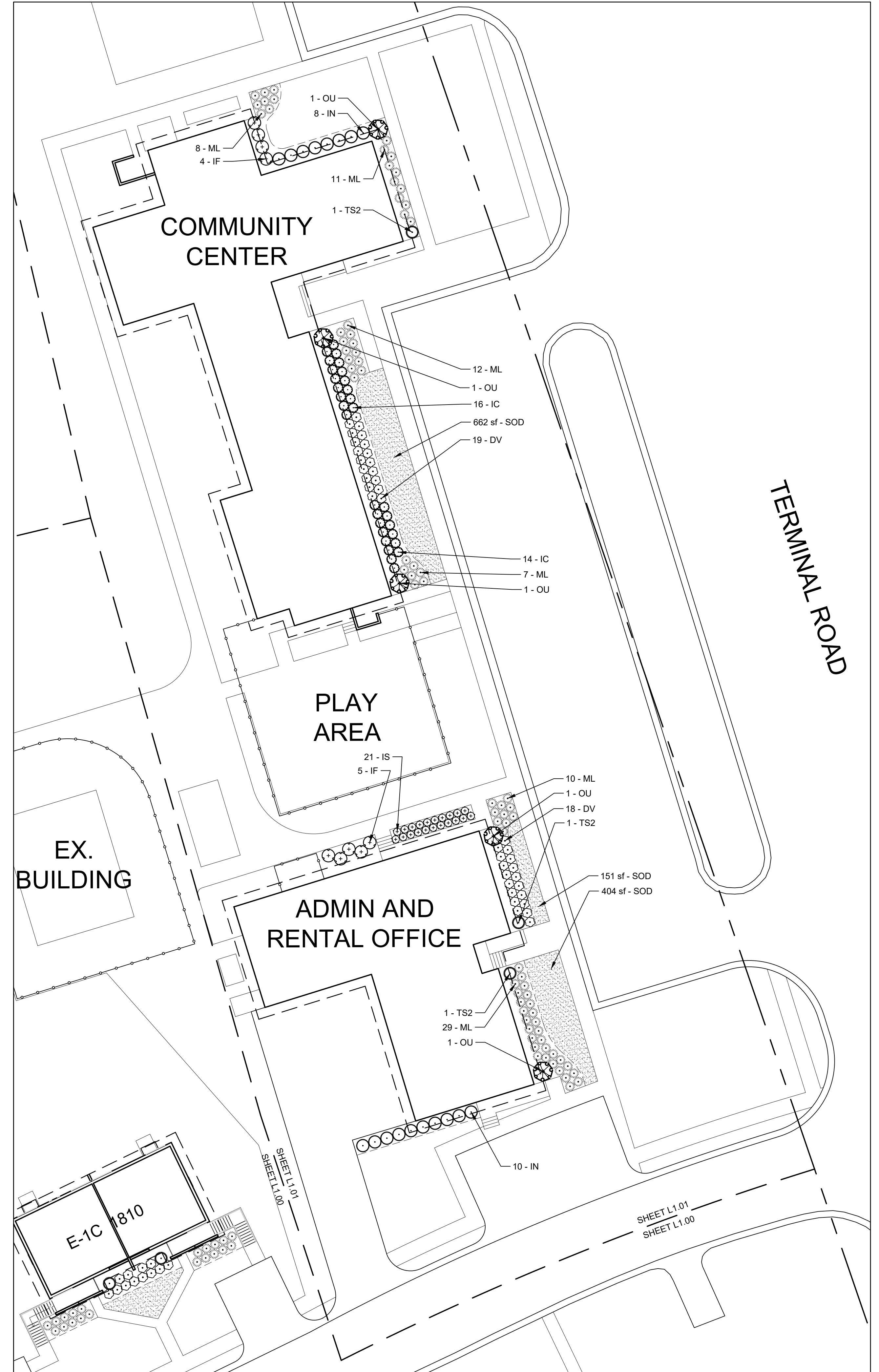
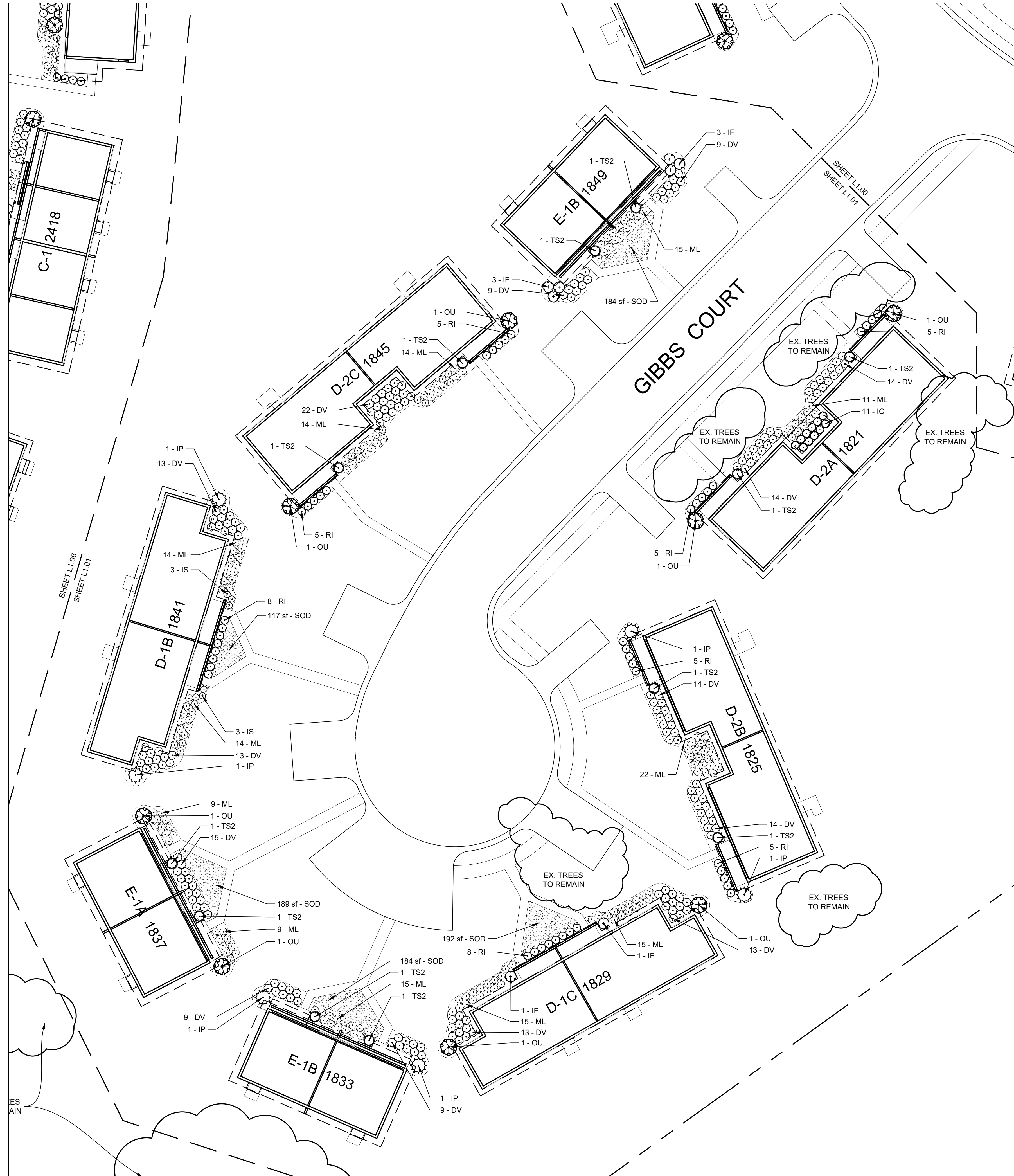
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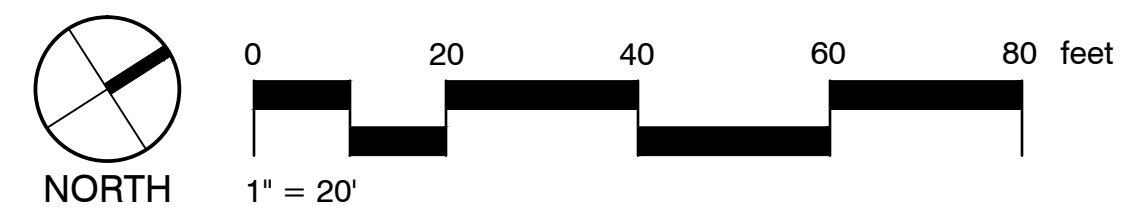
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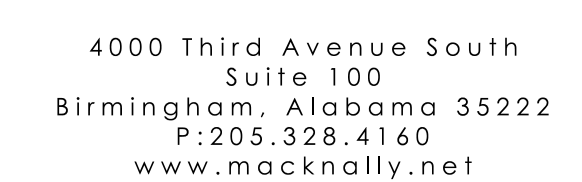
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FIELD VERIFY.





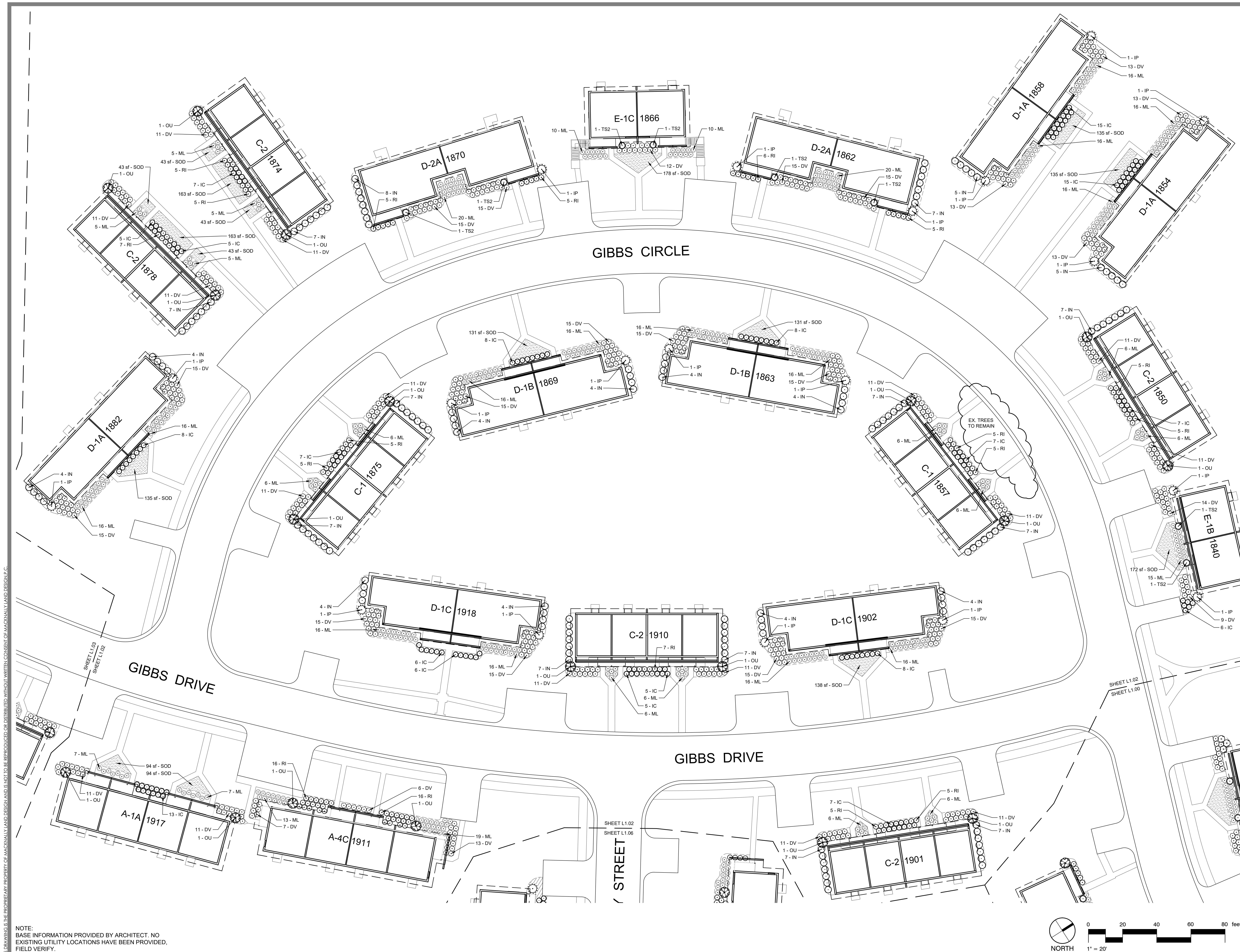
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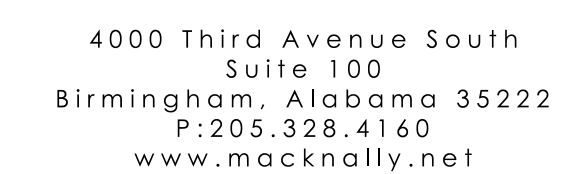
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| APPROVED | JWM |
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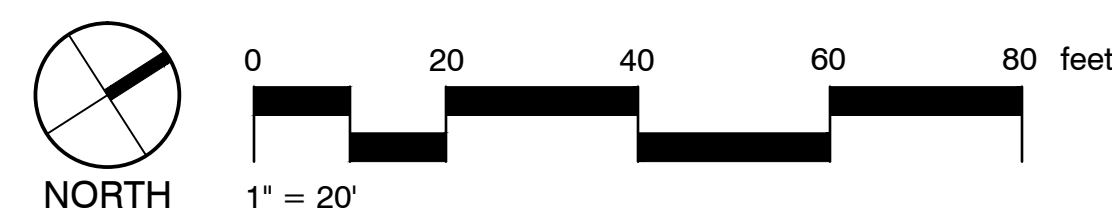
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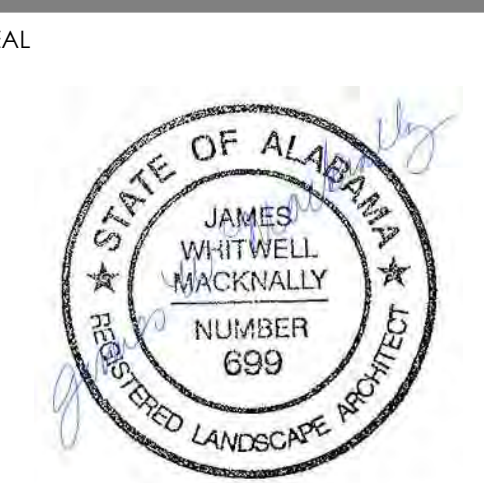
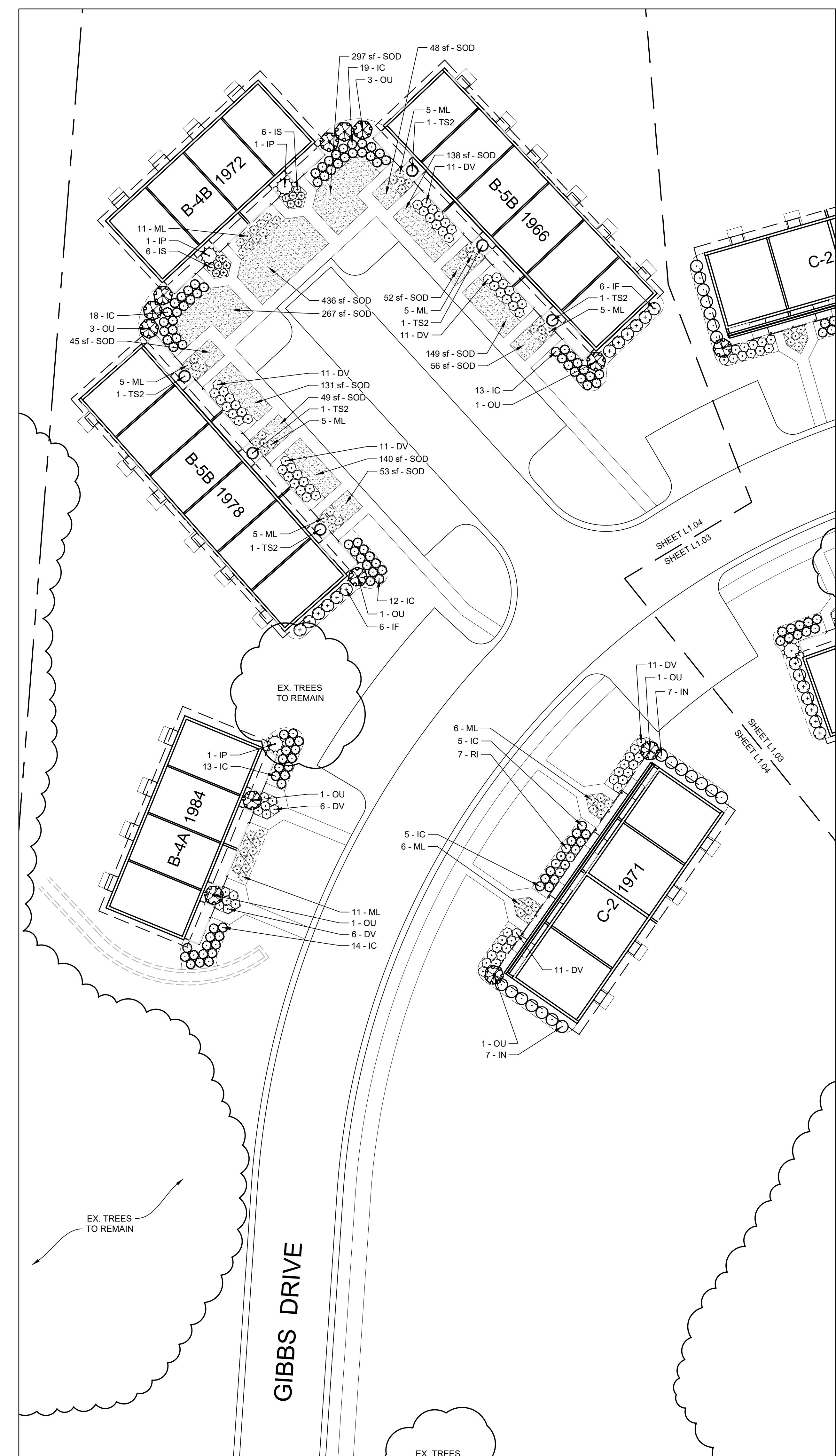
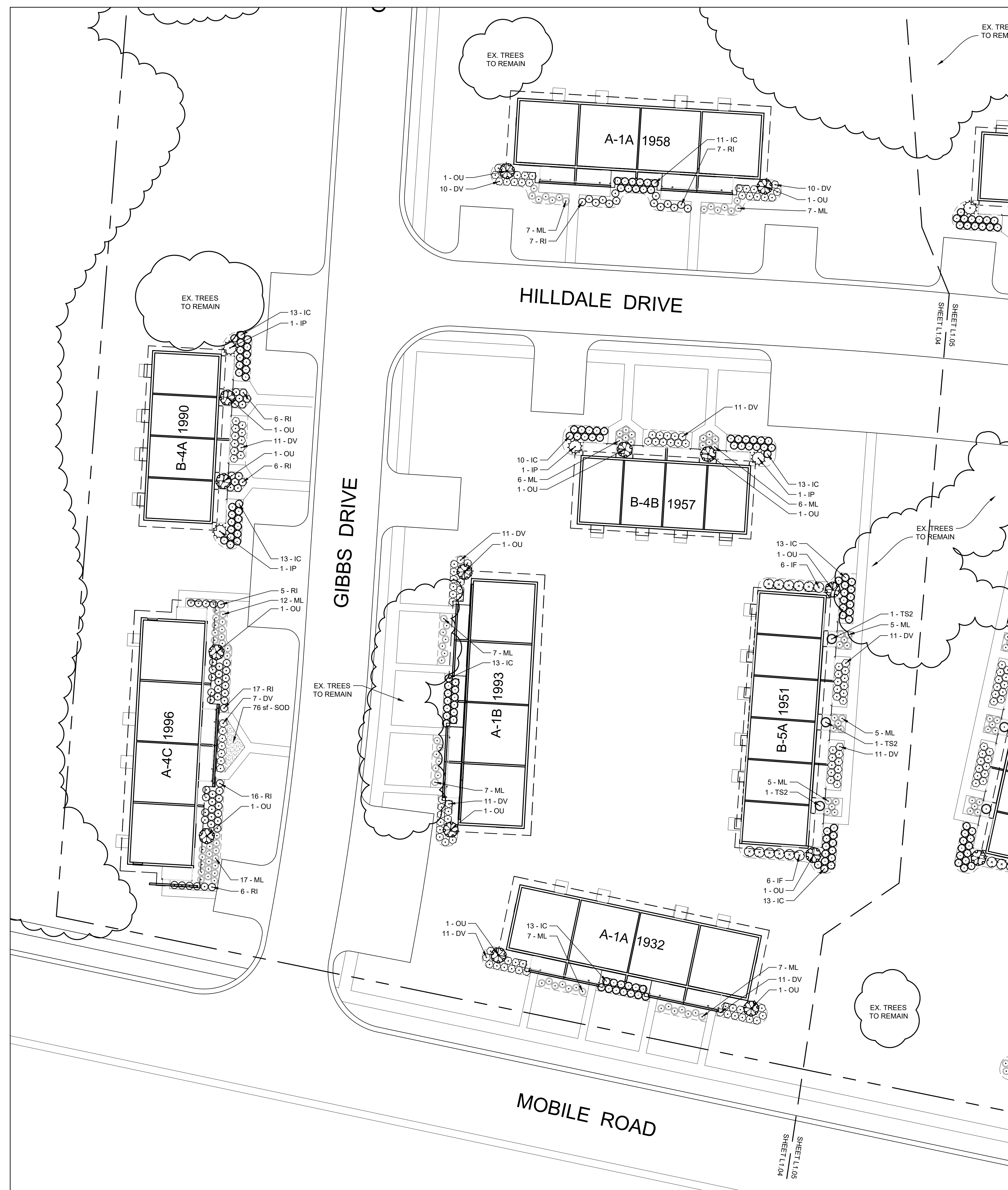
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| CHECKED BY | LAM |
| APPROVED | JWM |
| PROJECT NUMBER | 24_012 |

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PLANTING PLAN

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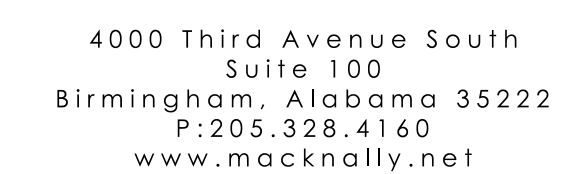
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PLANTING PLAN

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1701 TERMINAL ROAD
MONTGOMERY, ALABAMA 36108

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| CHECKED BY | LAM |
| APPROVED | JWM |
| PROJECT NUMBER | 24_012 |

SHEET TITLE
PLANTING PLAN

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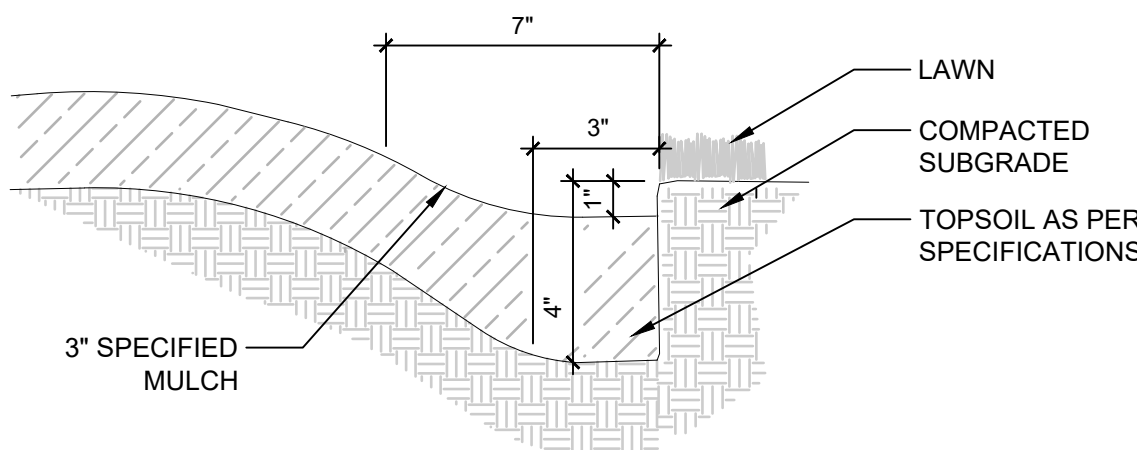


NOTE:
BASE INFORMATION PROVIDED BY ARCHITECT. NO
EXISTING UTILITY LOCATIONS HAVE BEEN PROVIDED.
FIELD VERIFY.

| PLANT SCHEDULE | | | | | | | | | | |
|----------------------|-------------------------------------|---------------------------------------|------|--------|---------|-----------|----------|----------|----------|---|
| KEY | BOTANICAL NAME | COMMON NAME | CAL. | HT. | SPD. | SIZE/R.B. | SPACING | SPACING | QTY | REMARKS |
| SHRUBS | | | | | | | | | | |
| DV | DISTYLUM X 'VINTAGE JADE' | FIRST EDITIONS® VINTAGE JADE DISTYLUM | - | 18-24" | 18"-24" | 3 GAL. | 3' O.C. | 36" o.c. | 1,766 | WELL BRANCHED, FULL PLANT, MATCHED |
| IN | ILEX CORNUTA 'CARISSA' | CARISSA CHINESE HOLLY | - | 18-24" | 18"-24" | 3 GAL. | 3' O.C. | 36" o.c. | 988 | WELL BRANCHED, FULL PLANT, MATCHED |
| IN | ILEX CORNUTA 'NEEDLEPOINT' | NEEDLEPOINT CHINESE HOLLY | - | 18-24" | 18"-24" | 7 GAL. | 4' O.C. | 48" o.c. | 242 | WELL BRANCHED, FULL PLANT, MATCHED |
| IP | ILEX PERMYI CHRISTMAS JEWEL | CHRISTMAS JEWEL HOLLY | - | 6-7' | 3-4' | 30-32" | AS SHOWN | 72" o.c. | 64 | WELL BRANCHED, FULL PLANT, MATCHED, FULL TO GROUND |
| IF | ILLICIUM PARVIFLORUM 'FOREST GREEN' | FOREST GREEN ANISE TREE | - | 18-24" | 18"-24" | 3 GAL. | 4' O.C. | 48" o.c. | 160 | WELL BRANCHED, FULL PLANT, MATCHED |
| IS | ITEA VIRGINICA 'SPRICH' | LITTLE HENRY'S SWEETSPICE | - | 15-18" | 15"-18" | 3 GAL. | 30" OC | 30" o.c. | 51 | WELL BRANCHED, FULL PLANT, MATCHED |
| ML | MULMBERGIA CAPILLARIS 'LENCA' | REGAL MIST® PINK HOLLY GRASS | - | 18-24" | 18"-24" | 3 GAL. | 3' O.C. | 36" o.c. | 1,617 | FULL PLANT, MATCHED |
| OU | OSMANTHUS AMERICANUS 'ABSINTHE' | ABSINTHE DEVILWOOD | - | 6-7' | 4-5' | 28-30" | AS SHOWN | 72" o.c. | 139 | WELL BRANCHED, FULL PLANT, MATCHED, FULL TO GROUND |
| RI | RHAPHIOLEPS INDICA 'DWARF PINK' | DWARF PINK INDIAN HAWTHORN | - | 15-18" | 18"-24" | 3 GAL. | 3' O.C. | 36" o.c. | 468 | WELL BRANCHED, FULL PLANT, MATCHED |
| TS2 | THUJA OCCIDENTALIS 'SMARAGD' | EMERALD GREEN ARBORVITAE | - | 6-7' | 1.5-2' | 24-28" | AS SHOWN | 48" o.c. | 63 | FULL PLANT, MATCHED, WELL BRANCHED, STRONG CENTRAL LEADER |
| KEY | BOTANICAL NAME | COMMON NAME | CAL. | HT. | SPD. | SIZE/R.B. | SPACING | SPACING | QTY | REMARKS |
| GROUND COVERS | | | | | | | | | | |
| PW | PHLOX SUBULATA 'RED WINGS' | RED WINGS CREEPING PHLOX | - | | | 4" POT | 12" O.C. | 12" o.c. | 181 | FULL PLANT, MIN. 3 RUNNERS, MIN. 2' LONG RUNNERS |
| SOD | | | | | | | | | | |
| SOD | CYNODON DACTYLON '419 HYBRID' | 419 HYBRID BERMUDAGRASS | - | | | | | | 8,921 SF | SOLID SOD, FREE OF WEEDS |

NOTES:

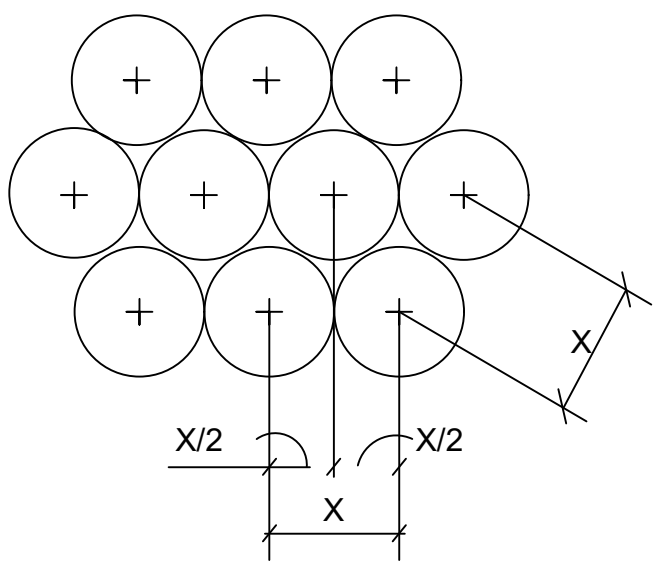
- CONTRACTOR TO PROVIDE A DESIGN BUILD IRRIGATION SYSTEM TO IRRIGATE NEWLY INSTALLED LANDSCAPE. REFERENCE SPECIFICATION 32 80 00 FOR PERFORMANCE MINIMUM STANDARD.
- CONTRACTOR TO REMOVE ALL EXISTING SHRUBS AND LANDSCAPE ITEMS AT EACH UNIT PRIOR TO INSTALLATION OF PROPOSED PLANT MATERIAL.
- ALL DISTURBED AREAS TO BE SEEDIED WITH 'SAHARA' BERMUDA SEED.



NOTES: TRENCH EDGE TO BE LOCATED BETWEEN
PLANTING BEDS AND ALL LAWN AREAS.

05 TRENCH EDGER FOR ALL BEDS

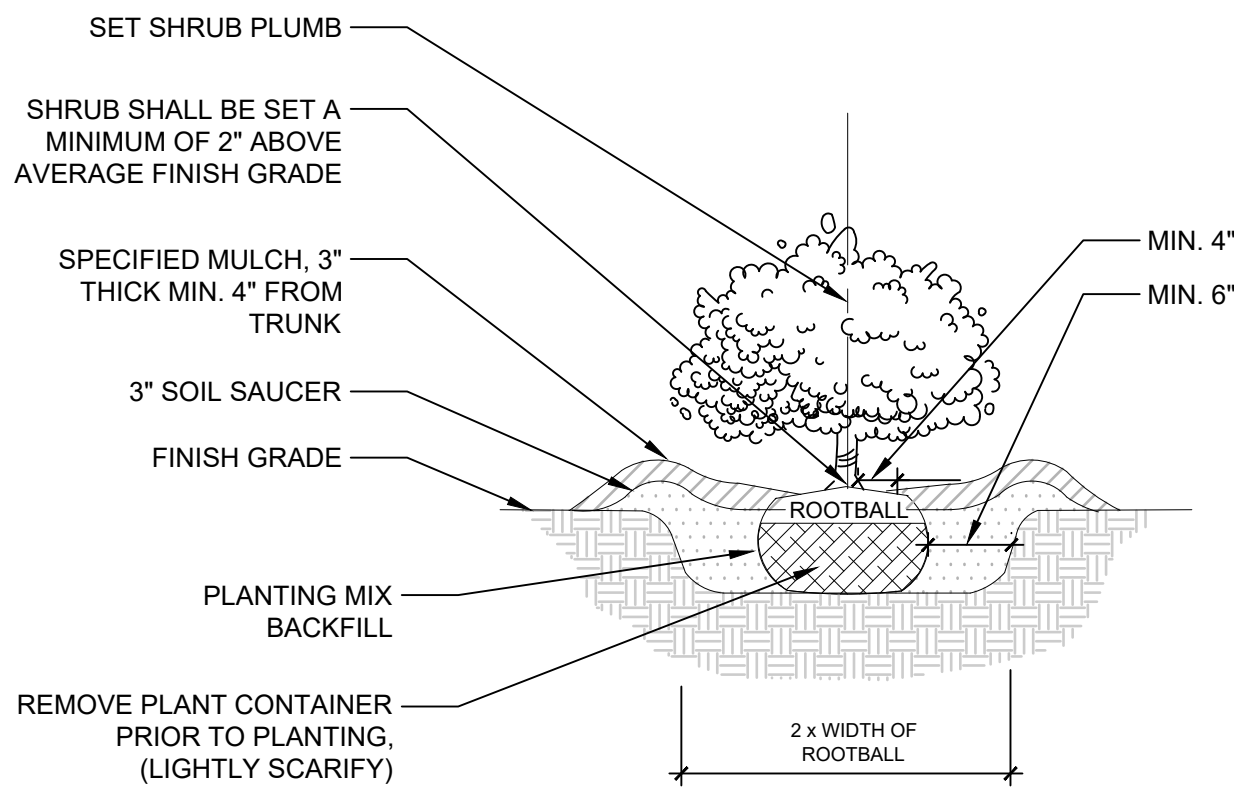
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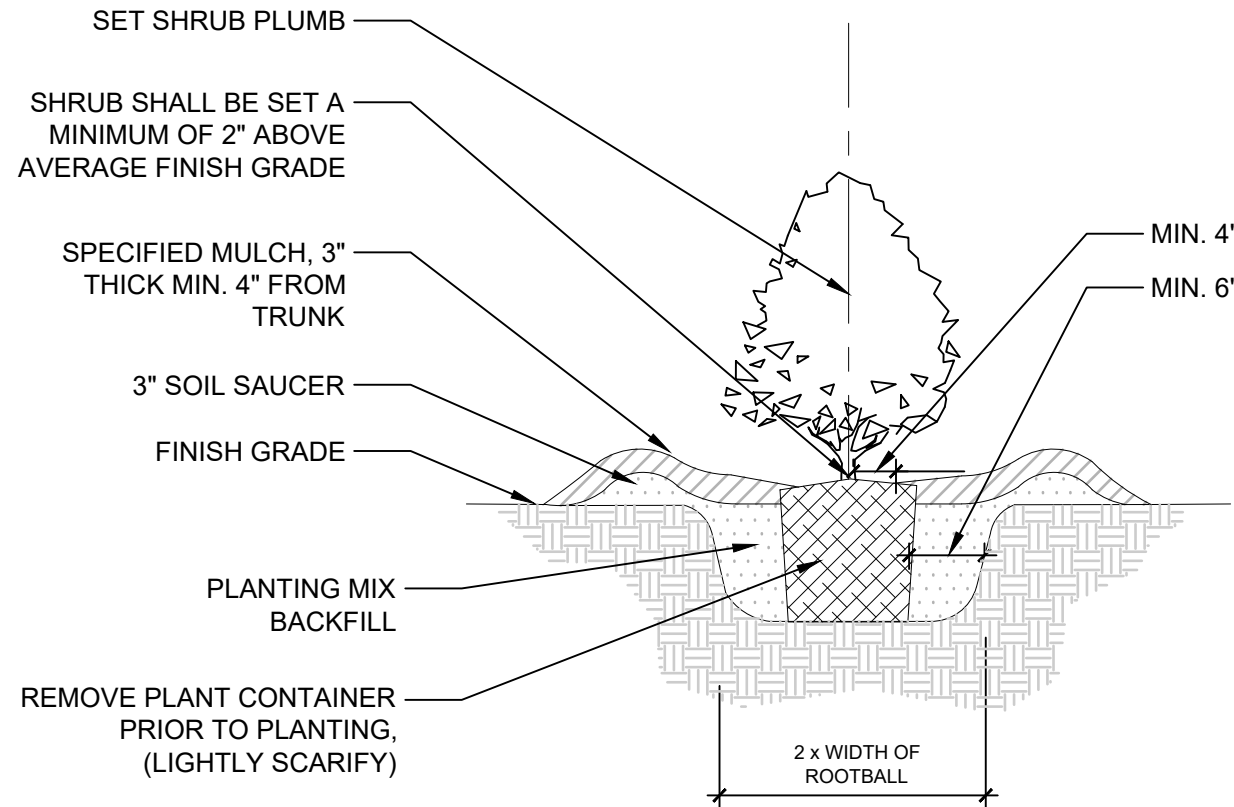
NOTES:

1. SEE PLANTING PLANS FOR SHRUB & GROUND COVER BED AREAS
2. ROWS SHALL BE STRAIGHT AND PARALLEL
3. SPACING SHOWN ON PLANT SCHEDULE (X)

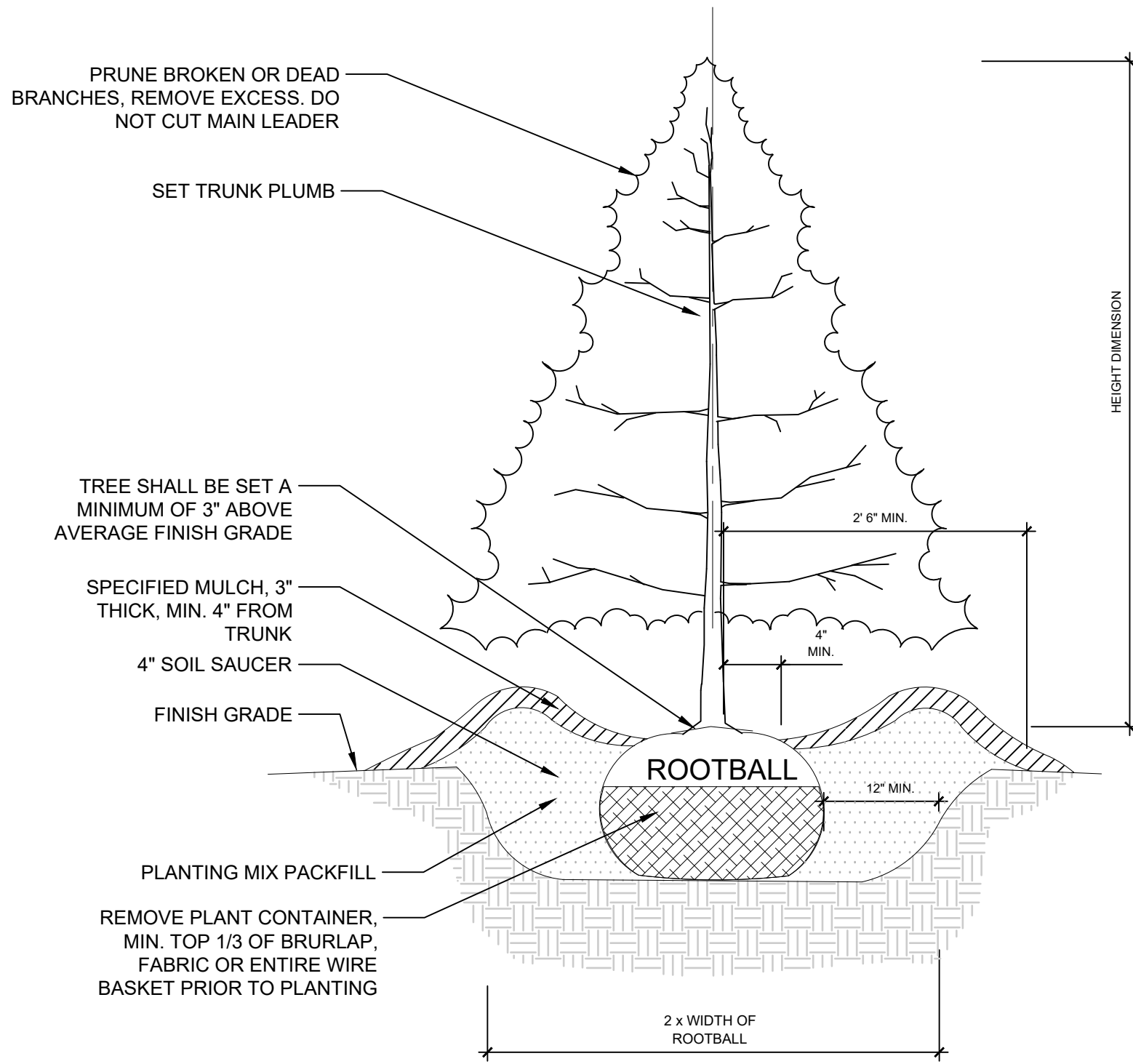
04 TYPICAL STAGGERED ROW SPACING

$$\frac{3}{4}'' = 1'-0''$$


03 TYPICAL B&B SHRUB

$$3/4" = 1'-0"$$


02 TYPICAL CONTAINERIZED SHRUB

$$\frac{3}{4}'' = 1'-0''$$


NOTES:

1. EVERGREEN TREES 2" CAL OR SMALLER TO BE STAKED
2. PROVIDE WATER CRYSTALS PER MANUFACTURERS RECOMMENDATIONS FOR PINE TREES

01 TYPICAL EVERGREEN TREE PLANTING

NOTE TO SCALE



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PLANTING PLAN

[illegible]

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SHEET TITLE
**PLANTING NOTES
AND DETAILS**

DRAWING NO.

L1.10

MHA GIBBS WEST LANDSCAPING & IRRIGATION

2025 TERMINAL RD, MONTGOMERY, AL 36108



MHA GIBBS WEST LANDSCAPING & IRRIGATION

2025 TERMINAL RD, MONTGOMERY, AL 36108

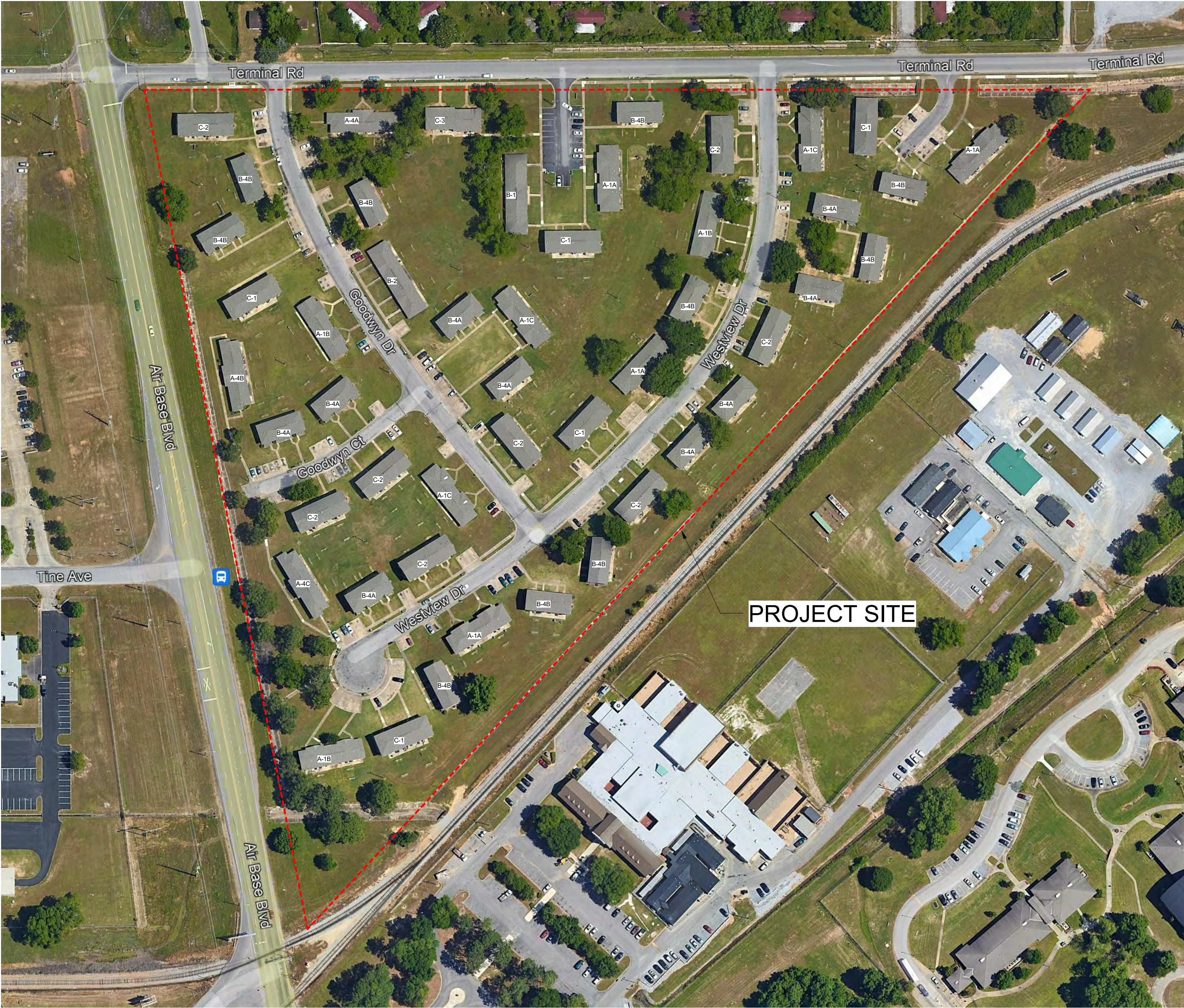
JOB NUMBER:
24084

DATE:
11/05/2024

PRINTED / REVISIONS
DESCRIPTION DATE

SHEET TITLE:
TITLE SHEET/ SITE VICINITY MAP

SHEET NUMBER:
G000



GENERAL NOTES

- 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.
- WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STATE AND LOCAL AUTHORITIES HAVING JURISDICTION, INCLUDING APPLICABLE BUILDING CODES AND ORDINANCES.
- CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE ALL ARCHITECTURAL AND ENGINEERING DRAWINGS AND SPECIFICATIONS. CONTRACTOR TO NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- CONTRACTOR TO PROVIDE FINAL AS-BUILT ALTA SURVEY AND CONSTRUCTION DRAWINGS TO OWNER AND ARCHITECT.
- ALL 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.
- 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.
- CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE THEIR WORK WITH ALL OTHER SUBCONTRACTORS TO FACILITATE A SMOOTH WORK PROGRESSION.
- 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.
- CONTRACTOR SHALL OBTAIN AND PAY FOR REQUIRED PERMITS AND APPROVALS AND SHALL NOTIFY AND SCHEDULE REQUIRED INSPECTIONS AND APPROVALS WITH AUTHORITIES HAVING JURISDICTION.
- 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.
- SUBCONTRACTORS SHALL REMOVE FROM THE SITE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM THEIR OPERATIONS. DISPOSE OF THIS MATERIAL LEGALLY. CONTRACTOR WILL 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.
- CONTRACTOR SHALL SUBMIT SAMPLES AND COLOR SELECTIONS TO ARCHITECT FOR APPROVAL.
- CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO COMMENCING ANY CONSTRUCTION WORK AND SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT.
- FURNISH 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.
- PROVIDE CONTROL JOINTS IN 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.
- 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@MHATODAY.ORG
PHONE: 334-531-2628

ARCHITECT
CCR ARCHITECTURE & INTERIORS
2920 1ST AVENUE SOUTH
BIRMINGHAM, AL 35203
PROJECT CONTACT: ROMAN GARY
EMAIL: ROMAN@CCRARCHITECTURE.COM
PHONE: (205) 324-8864

APPLICABLE CODES

2024 INTERNATIONAL BUILDING CODE
2021 INTERNATIONAL FIRE CODE

ALLOWANCES

ALLOWANCE NO. 1: CONSTRUCTION CONTINGENCY
CONTRACTOR TO INCLUDE A 3% CONSTRUCTION CONTINGENCY AMOUNT IN CONSTRUCTION SUM FOR UNFORESEEN CONDITIONS. IF NOT USED, THE CONTINGENCY AMOUNT SHALL BE CREDITED BACK TO THE OWNER.

PROJECT DESCRIPTION

MONTGOMERY HOUSING AUTHORITY GIBBS VILLAGE
LANDSCAPING & IRRIGATION

THE PROJECT INVOLVES NEW LANDSCAPING & SITE IRRIGATION AT THE GIBBS VILLAGE WEST COMMUNITY.

ALTERNATIVES

ALTERNATE NO. 1 IRRIGATION SYSTEM
DELETE THE IRRIGATION SYSTEM FROM THE PROJECT

DEMOLITION NOTES

- PROTECT EXISTING CONSTRUCTION TO REMAIN, INCLUDING: BUILDINGS, SIDEWALKS, CURBS, PAVINGS, AND EXISTING SITE UTILITIES - TYPICAL THROUGHOUT ALL BUILDINGS OF PROJECT AREA.
- GENERAL CONTRACTOR TO FOLLOW APPLICABLE BUILDING CODES AND PERMITS.



1

GIBBS VILLAGE WEST VICINITY MAP

NOT TO SCALE

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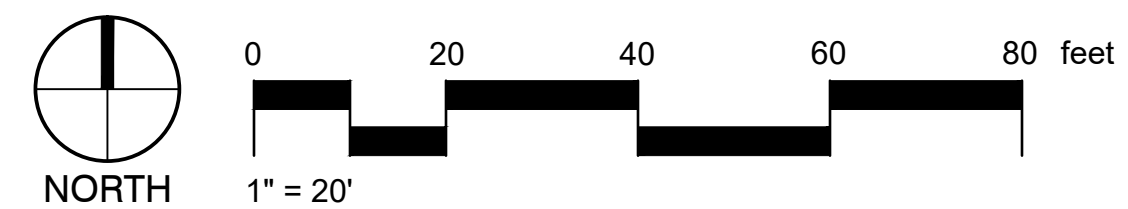
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RELEASED FOR CONSTRUCTION ☒

DRAWING NO.
L1.00

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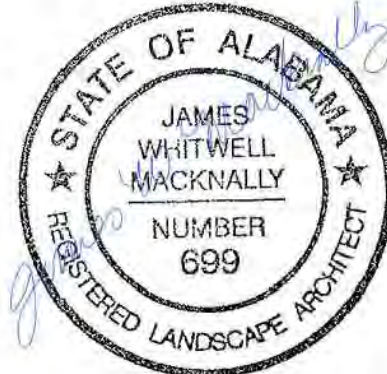
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FIELD VERIFY.



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FIELD VERIFY.

SEAL



MLD
MacknallyLandDesign

landscape architecture | planning | environmental design
4000 Third Avenue South
Suite 100
Birmingham, Alabama 35222
P: 205.328.4160
www.macknally.net

MHA - GIBBS VILLAGE WEST

1701 TERMINAL ROAD
MONTGOMERY, ALABAMA 36108

PRELIMINARY PLANTING PLAN

| NUMBER | DESCRIPTION | DATE |
|--------|-------------|------|
|--------|-------------|------|

| | |
|----------------|-------------------|
| DATE | DECEMBER 09, 2024 |
| DRAWN BY | JWM |
| CHECKED BY | LAM |
| APPROVED | JWM |
| PROJECT NUMBER | 24_012 |

NOT FOR CONSTRUCTION
RELEASED FOR CONSTRUCTION ☐

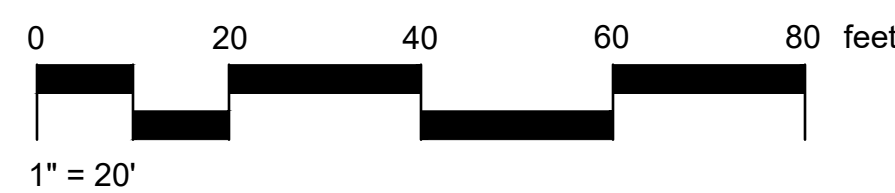
SHEET TITLE
PLANTING PLAN

DRAWING NO.
L1.01

AIRBASE BOULEVARD

GOODWYN COURT

GOODWYN ROAD





4000 Third Avenue South
Suite 100
Birmingham, Alabama 3522
P:205.328.4160
www.macknally.net

MHA - GIBBS VILLAGE WEST
1701 TERMINAL ROAD
MONTGOMERY, ALABAMA 36108

PRELIMINARY PLANTING PLAN

| | |
|----------------|-------------------|
| DATE | DECEMBER 09, 2010 |
| DRAWN BY | JW |
| CHECKED BY | LA |
| APPROVED | JW |
| PROJECT NUMBER | 24_0 |

PLANTING PLAN

DRAWING NO.
1.02

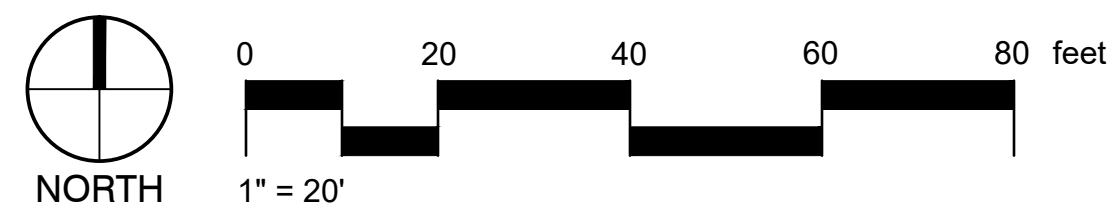
MHA - GIBBS VILLAGE WEST
1701 TERMINAL ROAD
MONTGOMERY, ALABAMA 36108

PRELIMINARY PLANTING PLAN

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DRAWING NO.
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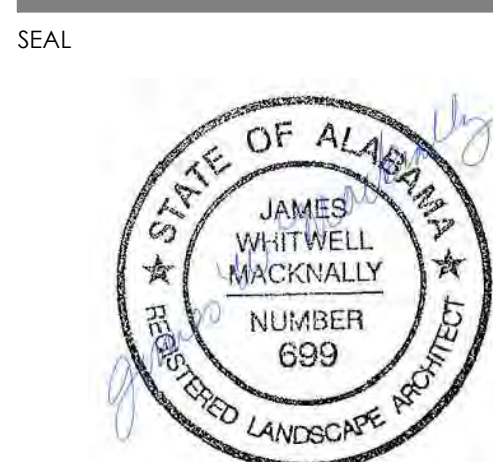
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TERMINAL ROAD

WESTVIEW DRIVE

RAILROAD SPUR



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MHA - GIBBS VILLAGE WEST
1701 TERMINAL ROAD
MONTGOMERY, ALABAMA 36108
PRELIMINARY PLANTING PLAN

| NUMBER | DESCRIPTION | DATE |
|--------|-------------|------|
|--------|-------------|------|

| | |
|----------------|-------------------|
| DATE | DECEMBER 09, 2024 |
| DRAWN BY | JWM |
| CHECKED BY | LAM |
| APPROVED | JWM |
| PROJECT NUMBER | 24_012 |

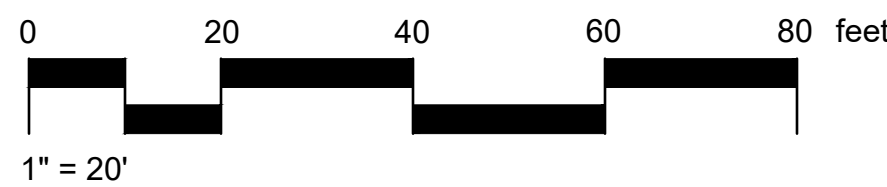
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SHEET TITLE
PLANTING PLAN

DRAWING NO.
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PRELIMINARY PLANTING PLAN

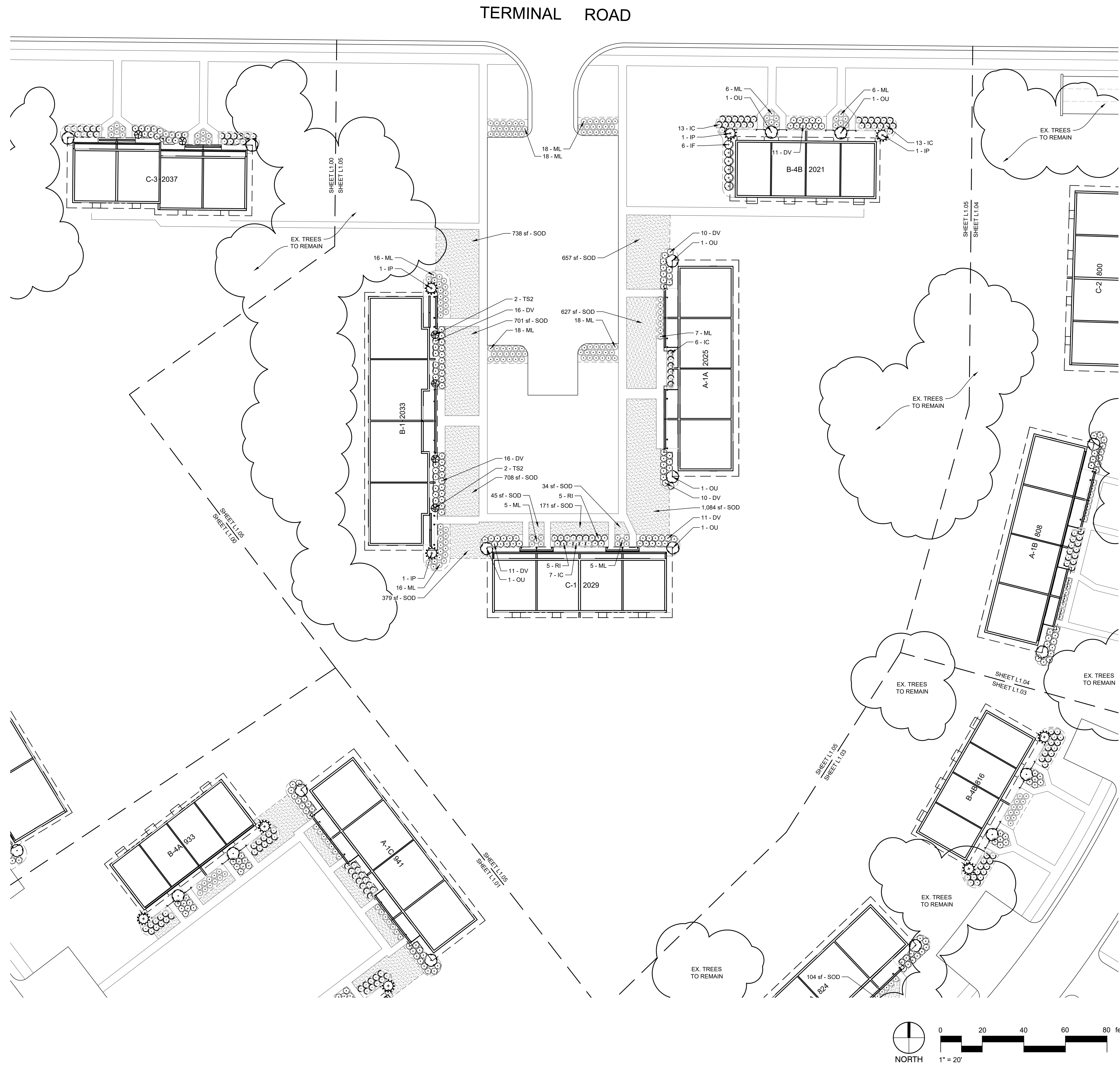
NOT FOR CONSTRUCTION ☐

RELEASED FOR CONSTRUCTION ☒

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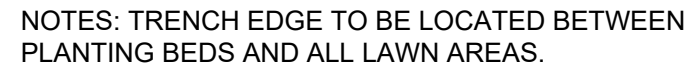
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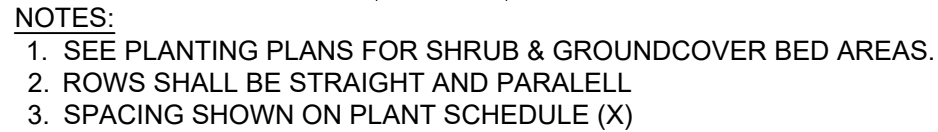
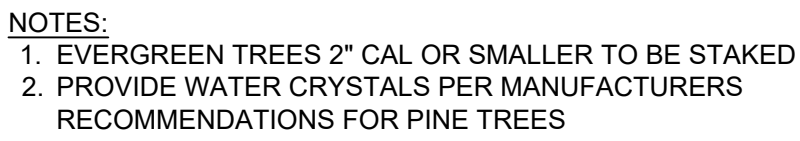


| KEY | BOTANICAL NAME | COMMON NAME | CAL. | HT. | SPD. | SIZE/R.B. | SPACING | SPACING | QTY | REMARKS |
|---------------|-------------------------------------|---------------------------------------|------|--------|---------|-----------|----------|----------|-----------|---|
| SHRUBS | | | | | | | | | | |
| DC | DISTYLIUM X 'VINTAGE JADE' | FIRST EDITION® VINTAGE JADE DISTYLIUM | - | 18-24" | 18"-24" | 3 GAL | 3' O.C. | 36" o.c. | 816 | WELL BRANCHED, FULL PLANT, MATCHED |
| IV | ILEX CORNUTA 'CARISSA' | CARISSA CHINESE HOLLY | - | 18-24" | 18"-24" | 3 GAL | 3' O.C. | 36" o.c. | 719 | WELL BRANCHED, FULL PLANT, MATCHED |
| IC | ILEX CORNUTA 'NEBOLPOINT' | NEBOLPOINT CHINESE HOLLY | - | 18-24" | 18"-24" | 7 GAL | 4' O.C. | 48" o.c. | 56 | WELL BRANCHED, FULL PLANT, MATCHED |
| IP | ILEX PERNYI CHRISTMAS JEWEL | CHRISTMAS JEWEL HOLLY | - | 6-7' | 3-4' | 30-32" | AS SHOWN | 72" o.c. | 40 | WELL BRANCHED, FULL PLANT, MATCHED, FULL TO GROUND |
| IF | ILLICIUM PARVIFLORUM 'FOREST GREEN' | FOREST GREEN ANISE TREE | - | 18-24" | 18"-24" | 3 GAL | 4' O.C. | 48" o.c. | 19 | WELL BRANCHED, FULL PLANT, MATCHED |
| ML | MUHLENBERGIA CAPILLARIS 'LENCA' | REGAL MIST® PINK MUHLY GRASS | - | 18-24" | 18"-24" | 3 GAL | 3' O.C. | 36" o.c. | 644 | FULL PLANT, MATCHED |
| OU | OSMANTHUS AMERICANUS 'ABSINTINE' | ABSINTINE DEWILWOOD | - | 6-7' | 4-5' | 28-30" | AS SHOWN | 72" o.c. | 94 | WELL BRANCHED, FULL PLANT, MATCHED, FULL TO GROUND |
| RI | RHAPHALEPIS INDICA 'DWARF PINK' | DWARF PINK INDIAN Hawthorn | - | 15-18" | 18"-24" | 3 GAL | 3' O.C. | 36" o.c. | 330 | WELL BRANCHED, FULL PLANT, MATCHED |
| TS2 | THUJA OCCIDENTALIS 'SMARAGD' | EMERALD GREEN ARBORVITAE | - | 6-7' | 1.5-2' | 24-28" | AS SHOWN | 48" o.c. | 8 | FULL PLANT, MATCHED, WELL BRANCHED, STRONG CENTRAL LEADER |
| KEY | BOTANICAL NAME | COMMON NAME | CAL. | HT. | SPD. | SIZE/R.B. | SPACING | SPACING | QTY | REMARKS |
| SOD | | | | | | | | | | |
| SOD | CYNODON DACTYLON '419 HYBRID' | 419 HYBRID BERMUDAGRASS | - | | | | | | 12,976 SF | SOLID SOD, FREE OF WEEDS |

- CONTRACTOR TO PROVIDE A DESIGN BUILD IRRIGATION SYSTEM TO IRRIGATE NEWLY INSTALLED LANDSCAPE. REFERENCE SPECIFICATION 32 80 00 FOR PERFORMANCE MINIMUM STANDARD.
- CONTRACTOR TO REMOVE ALL EXISTING SHRUBS AND LANDSCAPE ITEMS AT EACH UNIT PRIOR TO INSTALLATION OF PROPOSED PLANT MATERIAL.
- ALL DISTURBED AREAS TO BE SEEDIED WITH 'SAHARA' BERMUDA SEED.



NOT TO SCALE


$$\frac{3}{4}'' = 1'-0''$$


NOTE TO SCALE



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 contract 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/.

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.

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 |
|--|--|---|--|---|
| Public Housing and Housing and Community Development | PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 | None *Any amount of PH assistance triggers Section 3 | PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 | PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients |
| Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i> | Must follow subpart C of Part 75 | Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000 | Must follow subpart C of Part 75 | Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD |

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

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

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

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 |
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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 |
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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

Montgomery Housing Authority Section 3

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: _____

Montgomery Housing Authority Section 3

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: _____

SECTION 3

CUMULATIVE REPORT

Upon final completion of a project, contractors and subcontractors shall provide the following certifications to MHA:

On behalf of the contractor or subcontractor identified below, undersigned represents, warrants, and certifies that such contractor or subcontractor has followed the prioritization of effort requirements as set forth in the attached Section 3 Clause Compliance Commitment (attach hereto executed Section 3 Clause Compliance Commitment).

By signing the below acknowledgement, Contractor or Subcontractor hereby represents, warrants, and certifies that it has met the safe harbor requirements set forth in Section 3B of MHA's Section 3 Plan. Otherwise, if the contractor and subcontractor has not met the safe harbor requirements set forth in Section 3B of MHA's Section 3 Plan, the contractor or subcontractor must explain below why meeting the benchmarks were not feasible. Any such contractor or subcontractor must also describe below on the qualitative nature of its Section 3 compliance activities (see Section 3A of MHA's Section 3 Plan for examples) and provide documentation of same:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Acknowledged:

For: _____
Contractor or Subcontractor Name

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 | <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"/> |

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_36pGnhG9CbtVNjWUnbiXA2CEAl_HoH5D5A/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/1FAIpQLSdCIDAbBgdsJS0G4vAzDf6tfh9_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

- *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

- *Section 3 Permanent Workforce Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

5) Section 3 Business Concern Certification Form: <http://www.hud.gov/Sec3Biz>

https://docs.google.com/forms/d/e/1FAIpQLSfjoDHfrQy7Y1iIA2z0Rg0VgRnxx6Fj6CHRzMq19bD_Hs1qlHQ/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 31st 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

- *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 31st for current contractors and vendors)*

b. Section 3 Participation Election Form

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 31st for current contractors and vendors)*

7) Cumulative Report

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

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: _____

Montgomery Housing Authority Section 3

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

Date: _____

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Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____