

CONTRACT SPECIFICATIONS

Glen Addie Demolition Project

Anniston Housing Authority

Anniston, Alabama

TDA 418

Taylor Design Associates, Inc.

The logo for Taylor Design Associates, Inc. features the letters 'TDA' in a large, stylized, outlined serif font. The 'T' and 'D' are connected at the top, and the 'A' is separate. The text 'Taylor Design Associates, Inc.' is written in a smaller, bold, serif font across the middle of the 'TDA' letters.

Set # _____

Housing Authority Representative

Date

Architect

Date

Contractor

Date

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Glen Addie Demolition Project Anniston Housing Authority Anniston, Alabama

PROJECT DIRECTORY

ADDENDA (when issued)

BIDDING AND CONTRACT REQUIREMENTS

Advertisement for Bids

Instructions to Bidders for Contracts Public and Indian Housing Programs - HUD 5369 (10/2002)

Representations, Certifications, and Other Statements of Bidders - HUD 5369-A (11/1992)

General Conditions of the Contract for Construction - HUD 5370 (8/2016)

Supplemental General Conditions - HUD 4238-N

Bid Form

Form of Bid Bond (7460-8 Rev-1)

Previous Participation Certification - HUD 2530 (05/2001)

Non-Collusive Affidavit

Form of Performance Bond (7460-8 Rev-1)

Form of Payment Bond (7460-8 Rev-1)

Form of Contract - HUD 4238-F

Wage Rates

Form of Advertisement of Completion

Section 3

HUD CONSTRUCTION FORMS: (not included)

The following HUD construction forms shall be used by the Contractor during construction. A copy of these forms may be obtained from the Architect's office.

Form HUD-5282	Certificate from Contractor - Appointing Officer or Employee to Supervise Payment of Employees
Form HUD-5371	Request for Acceptance of Subcontractor
Form HUD-5372	Construction Progress Schedule
Form HUD-5378	Construction Report
Form HUD-51000a	Schedule of Amounts for Contract Payments
Form HUD-51001	Periodic Estimate for Partial Payment
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- S1 Demolition Site Plan
- D1 Demolition Plans for Building Type 'A' – First and Second Floor
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DIVISION 1 - GENERAL REQUIREMENTS

- 00750 - Supplemental General Conditions
- 01010 - Summary
- 01140 - Work Restrictions
- 01500 - Temporary Facilities and Controls
- 01710 - Project Closeout

DIVISION 2 - SITEWORK

- 02060 - Building Demolition
- 02070 – Asbestos Abatement
 - (Asbestos Plan)
- 02110 - Site Clearing
- 02125 - Site Protection
- 02930 – Lawns & Grasses

PROJECT DIRECTORY

OWNER:

The Anniston Housing Authority
Attn.: Mr. Gregg Fortner, Executive Director
Attn.: Mr. Doug Brooks, Technical Advisor / Constr. Manager
500 Glen Addie Avenue, P.O. Box 2225
Anniston, AL 36202
(256) 236-1575 telephone
(256) 236-3981 facsimile

ARCHITECT:

TDA Architects, LLC.
Attn.: Mr. Steve Taylor
125 West Columbus Street
Dadeville, Alabama 36853
(205) 542-5315 telephone
steve@tdaarchitectsllc.com

ADVERTISEMENT FOR BIDS

The Anniston Housing Authority will receive bids for: Glen Addie Demolition Project, Anniston Housing Authority until **2:00 p.m.** local time on **Thursday, May 18th, 2023**, at the Anniston Housing Authority central office, located at 500 Glen Addie Avenue, Anniston, Alabama 36201, at which time and place all will be opened and read aloud.

Scope of work will include (but is not limited to): Demolition of all apartment buildings, and site improvements related to the apartments at Glen Addie as shown on the drawings.

Contract documents, including drawings and technical specifications, may be obtained by contacting the following:

Owner: The Anniston Housing Authority
Attn.: Doug Brooks, Technical Advisor
500 Glen Addie Ave.
Anniston, Alabama 36201
(256) 236-1575 telephone / (256) 236-3981 facsimile

Architect: TDA Architects, LLC.
Attn.: Steve Taylor, Architect
125 West Columbus Street
Dadeville, Alabama 36853
(205) 542-5315 telephone
steve@tdaarchitectsllc.com

Interested Bidders are required to review the complete version of the Contract Documents, posted on the Housing Authority's website at www.annistonhousing.org. Anyone interested in bidding the Project must contact the Architect at the above email address.

Gregg Fortner, Executive Director
The Anniston Housing Authority

Advertise on the following dates: April 26th, 30th, May 3rd, and 7th, 2023.

**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, except 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)

General Conditions for Construction Contracts - Public Housing Programs

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

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

9. Specifications and Drawings for Construction

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

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

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

37. Subcontracts

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

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

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

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

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

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

39. Equal Employment Opportunity

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

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

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

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

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

SUPPLEMENTAL GENERAL CONDITIONS

1. Reference Clause 10, (HUD 5369) - Assurance of Completion, Subparagraph (a)., Item (1):
 - (1) A performance bond and a payment bond in a penal sum of 100 percent (100%) of the contract price are required for execution of the contract. Separate bonds for performance and payment are required.
2. Reference Clause 27, (HUD 5370) - Payments, Subparagraph (f) Change to Read:
 - (f) Except as otherwise provided in State law, the PHA/IHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract.

BID FORM

Glen Addie Demolition Project
Anniston Housing Authority

Proposal of _____

(hereinafter called "Bidder") (a/an _____ corporation/a partnership/an individual
(State) (Strike out inapplicable terms)

doing business as _____) to

the Anniston Housing Authority (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the **Glen Addie Demolition Project, Anniston Housing Authority**. The Bidder, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **120** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$150** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 33 of "General Conditions of the Contract for Construction" HUD-5370 (11-92).

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BASE PROPOSAL: Bidder agrees to perform all of the work as described in the specifications and shown on the plans for each site as follows:

TOTAL BASE BID: _____
_____ (\$ _____).

(Amounts shall be shown in both words and figures. In case of discrepancy, amount shown in words shall govern.)

ALTERNATE PROPOSALS: (N/A)

UNIT PRICES: (N/A)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract and deliver to the owner the Performance Bond, Labor, and Material Payment Bond and proof of required insurance coverage within 10 days of notification as required by Clause 9 "Instruction to Bidders for contracts Public and Indian Housing Programs" HUD-5369 (10/2002).

The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

AL. G.C. LICENSE NO.: _____ PHONE NO.: _____

CONTRACTOR: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BIDDER'S SIGNATURE: _____ DATE: _____

(Seal if Bid is by a Corporation)

BID BOND

KNOW all by these presents, that we _____ as Principal,
(Contractor)
hereinafter called the Principal, and _____ a corporation
(Bonding Company)
duly organized under the laws of the _____ as Surety, hereinafter called the
(State Organized)
Surety, are held and firmly bound unto **The Anniston Housing Authority** for the sum of
(Housing Authority)

_____ Dollars (\$ _____)

for the payment of which sum well 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 **Glen Addie Demolition Project, Anniston Housing Authority**

(Identify project by number and brief description)

NOW, therefore, if the **Anniston Housing Authority** shall accept the bid of the Principal and the
(Housing Authority)

Principal shall enter into a contract with the **Anniston Housing Authority** in accordance with the
(Housing Authority)

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 material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay the **Anniston Housing Authority** the difference not to exceed the penalty hereof between the
(Housing Authority)

amount hereof between the amount specified in said bid and such amount hereof between the amount specified in said bid and such larger amount for which the **Anniston Housing Authority**
(Housing Authority)

may in good faith contract with another party to 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.

**BID BOND
(continued)**

Signed and sealed this _____ day of _____, 2023.

(Principal) (Seal)

(Witness)

(Title)

(Witness)

(Bonding Company)

BY: _____

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant of Covered Projects <i>(See instructions)</i>		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Controlling Participants and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(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.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participants(s) further certify that to the best of their knowledge and belief:

1. 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 controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. 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;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants 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);
 - f. The controlling participants 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;
 - g. The controlling participants 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;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants 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.
5. None of the controlling participants 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.
6. None of the controlling participants 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 controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants 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.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** 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, **"No previous participation, First Experience"**.

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' 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 Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

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				
Signature of authorized reviewer		Signature of authorized reviewer		Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at www.gpo.gov and from the Account Executive 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. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD with a certified report of all previous participation in HUD programs 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 controlling 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.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: 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 listed in 24 CFR 200.214 and for the Triggering Events listed at 24 CFR 200.218.

Review of Adverse Determination: 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 in accordance with 24 CFR 200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

Specific Line Instructions are set forth in the Processing Guide.

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 controlling 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 controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: 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.

Public reporting burden 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.

NON-COLLUSIVE AFFIDAVIT
(Contractor's form)

State of _____

County of _____

_____, being first duly sworn, deposes and says that
he is _____, the party making the foregoing proposal or bid,
(a partner or officer of the firm, etc.)

that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price 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 **Anniston Housing Authority** of any
(Local Housing Authority)
person interested in the proposed contract and that all statements in said proposal or bid are true.

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

Notary Public

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires _____.

**NON-COLLUSIVE AFFIDAVIT
(Subcontractor's form)**

State of _____

County of _____

_____, being first duly sworn, deposes and says that he is _____, the party making the foregoing proposal or bid,
(a partner or officer of the firm, etc.)

that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price 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 **Anniston Housing Authority** of any
(Local Housing Authority)
person interested in the proposed contract and that all statements in said proposal or bid are true.

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

Notary Public

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires _____.

PERFORMANCE BOND

Bond No. _____.

KNOW all by these presents that _____

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____,
(Bonding Company)

a corporation duly organized under the laws of the state of _____, a Surety,
(State Organized)

hereinafter called Surety, are held and firmly bound unto the **Anniston Housing Authority**, as
(Housing Authority)

Obligee, in the amount of _____ Dollars
(Here insert a sum equal to the contract price)

(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2023, entered into a contract
with the **Anniston Housing Authority** for **Glen Addie Demolition Project**

(Describe project and insert project number)

in accordance with drawings and specifications prepared by TDA Architects, LLC, 125 West
Columbus Street, Dadeville AL 36853, which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, therefore, the condition of this obligation is such that, if Contractor shall promptly and faithfully
perform said Contract then this obligation shall be null and void; otherwise it shall remain in full
force and effect. The Surety hereby waives notice of any such alteration of extension of time made
by the **Anniston Housing Authority**, and its obligation is not affected by any such alteration or
(Housing Authority)

extension provided the same is within the scope of the Contract. Whenever Contractor shall be,
and is declared by, the **Anniston Housing Authority**, to be in default under the Contract, the
(Housing Authority)

Anniston Housing Authority, having performed the **Anniston Housing Authority** obligations
(Housing Authority) (Housing Authority)

thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions,
and upon determination by the **Anniston Housing Authority**, and the Surety jointly of the

(Housing Authority)

lowest responsive, responsible bidder, arrange for a Contract between such bidder and the **Anniston Housing Authority**, and make available as work progresses (even though
(Housing Authority)

there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the **Anniston Housing Authority**, to Contractor under the
(Housing Authority)

Contract and any amendments thereunto, less the amount property paid the **Anniston**
(Housing Authority)

Housing Authority by the Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the **Anniston Housing Authority**
(Housing Authority)

successors of the **Anniston Housing Authority** .
(Housing Authority)

Signed and sealed this _____ day of _____, 2023.

(Witness)

(Principal) (Seal)

(Title) (Bonding Company)

(Witness)

BY: _____
(Attorney-in-Fact)

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW all by these presents that _____

_____ as
(Here insert full name and address or legal title of Contractor)

Principal, hereinafter called Principal, and _____, a
corporation duly organized under the laws of the state of _____, as Obligee,
(State Organized)

hereinafter called the **Anniston Housing Authority** for the use and benefit of claimants as
herein below defined, in the amount of _____ Dollars (\$ _____)
(Here insert a sum equal to the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2023, entered into a contract
with the **Anniston Housing Authority** for **Glen Addie Demolition Project**
(Describe project and insert project number)

in accordance with drawings and specifications prepared by TDA Architects, LLC., 125 West
Columbus Street, Dadeville AL 36853, which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, therefore, the condition of this obligation is such that, if promptly make payment to all claim-
ants as hereinafter defined, for all labor and material used or reasonably required for use in the
performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force
and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with the **Anniston Housing Authority** that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The **Anniston Housing Authority** shall not be liable for payment of any costs or expenses of any such suit.

- 3) No suit or action shall be commenced herein under by any claimant:
- a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the **Anniston Housing Authority**, or the Surety above named, within ninety (90) days after such claimant did or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.
- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith herein under, inclusive of the payment or payments made in good faith herein under, inclusive of the payment by Surety of mechanics; liens which may be filled or record against said improvement, weather or not claim for the amount of such lien be presented under the against this bond.

Signed and sealed this _____ day of _____, 2023.

(Witness)

(Principal) (Seal)

(Title) (Bonding Company)

(Witness)

BY: _____
(Attorney-in-Fact)

CONTRACT

THIS AGREEMENT, made this ____ day of _____, **2023**, by and between **The Anniston Housing Authority**, herein called "Owner", acting herein through its **Contracting Officer**, and _____, a corporation of _____, County of ____ and State of _____, herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**Glen Addie Demolition Project
Anniston Housing Authority**

hereinafter called the project, for the sum of _____ dollars (**\$ _____**) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at its own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TDA Architects, LLC**, herein entitled the Architect/Engineer.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$ 150** per unit per day thereafter as hereinafter provided in Paragraph 17 of "Instructions to Bidders".

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 8, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in three

(3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

Attest:

(Secretary)

(Witness)

Anniston Housing Authority
(Owner)

By: _____
Gregg Fortner

Executive Director
(Title)

(Seal)

(Secretary)

(Witness)

(General Contractor)

By: _____

(Title)

(Address)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

"General Decision Number: AL20220038 02/25/2022

Superseded General Decision Number: AL20210038

State: Alabama

Construction Type: Residential

County: Calhoun County in Alabama.

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

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUAL2007-122 10/23/2007

	Rates	Fringes
BRICKLAYER.....	\$ 13.29 **	0.00
CARPENTER, Includes Form Work....	\$ 12.94 **	0.27
CEMENT MASON/CONCRETE FINISHER...	\$ 9.78 **	0.00
ELECTRICIAN.....	\$ 11.91 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 10.46 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 11.91 **	3.40
LABORER: Common or General.....	\$ 8.38 **	0.00
LABORER: Landscape.....	\$ 7.66 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 7.88 **	0.00
LABORER: Pipelayer.....	\$ 9.00 **	0.00
OPERATOR: Backhoe.....	\$ 11.20 **	0.00
OPERATOR: Bulldozer.....	\$ 12.60 **	0.00
OPERATOR: Loader (Front End)....	\$ 12.52 **	0.00
PAINTER.....	\$ 9.38 **	0.00
PLUMBER.....	\$ 12.27 **	0.00
ROOFER, Includes Built Up, Metal, Shake & Shingle, and Single Ply Roofs.....	\$ 10.00 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 13.17 **	0.00
TRUCK DRIVER.....	\$ 9.86 **	0.00

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

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

**FORM OF
ADVERTISEMENT OF COMPLETION**

Legal Notice

In accordance with Section 16, Title 50 Code of Alabama, 1940, notice is hereby given that _____ Contractor(s) have completed the Contract for (Construction, Reconstruction, Alteration, Equipment, or Improvements) of

(insert location data in County of City)

for **The Anniston Housing Authority**, Owner(s), and have made request for final settlement of said Contract.

Contractor(s)

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulation in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**SECTION 00750
SUPPLEMENTARY GENERAL CONDITIONS**

PART 1 - GENERAL

1.1 SUMMARY

- A. The following supplements modify, delete and/or add to the General Conditions, Section 00700. The paragraphs or subparagraphs modified herein shall be added thereto, amended, voided, or superseded as herein instructed.

PART 2 - SPECIFIC MODIFICATIONS

2.1 PARAGRAPH 1 - DEFINITIONS:

- A. Revise subparagraph 1 (h) as follows:
 - 1. "(h) The terms "LHA", "PHA", "HA", "LA", "Local Authority", or "Housing Authority" are synonymous with the term "Owner" and shall mean the ANNISTON HOUSING AUTHORITY, as organized under applicable State law."

2.2 PARAGRAPH 2 - Contractor's Responsibility for Work:

- A. Add to Subparagraph 2(e) the following sentences as condition to fitting and coordination of work.
 - 1. "Contractor shall be responsible for proper fitting of all work for coordination of operations of all trades, subcontractors, or material men employed by him engaged upon the Work. He shall be prepared to guarantee to each of his subcontractors the dimensions required for fitting of their work to all surrounding work, and shall do all cutting, fitting, adjusting, and patching as necessary to make the several parts of the Work come together properly and to fit the work to receive, or be received by, that of other contractors."
- B. Add subparagraph 2(i) as to mutual responsibility of contractors.
 - 1. "(i) If, through acts or neglect on the part of the Contractor, any other contractor or subcontractor shall suffer loss or damage on the work. The agreement or arbitration, if such other contractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damages alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend, at his own expense, any suit based upon such claim and pay all costs and expenses in connection therewith."

2.3 Paragraph 3 - Architect's Duties, Responsibilities and Authority:

- A. Add Subparagraph (d) as follows:
 - 1. "(d) The Architect does not have the authority to stop the work or any part thereof. Only the PHA/LA has the authority to stop the work or any part thereof. If the Contractor stops work due to an observation or report by the Architect, he does so at his sole discretion and neither the PHA/LA nor the Architect shall be liable for any delays or costs resulting therefrom."

2.4 Paragraph 8 - Differing Site Conditions:

- A. Add Subparagraph 8(e) to clarify responsibility for live utilities and other property:
 - 1. "(e) Contractor shall assume all responsibility for damage to any property upon, or passing through, the site but excluded from the Work or not owned by the Owner, such as utility lines or like items. Where disconnections of underground services are required to be made at street mains, Contractor shall, at his own expense, restore paving, curb, gutter, etc., over such cuts in accordance with local regulations."

2.5 Paragraph 9 - Specifications and Drawings for Construction:

- A. "(j) The Owner will furnish, free of charge, to the Contractor five (5) copies of the Drawings and Project Manual. Additional copies requested by the Contractor will be furnished at the cost of reproduction, plus shipping and handling."

2.6 Paragraph 11 - Materials and Workmanship:

- A. Revise Subparagraph 11(a) beginning with the second sentence as follows:
1. "Specific reference in the Technical specifications to article, device, product, material, fixture, form or type, or construction by trade name, make or catalog number shall be interpreted as a mandatory work requirement except where substitutions are specifically allowed or the Technical Specifications are not proprietary in nature. Substitutions for the mandatory items will only be considered if submitted to the Architect at least fifteen (15) days prior to the date of the bid opening. Requests for approval of substitutions in written form and include such detailed information as to provide for a complete comparison of the products. All approved substitutions will be listed by addenda. Only the specified products or those substitutions listed by addenda shall be used in the preparation of the Contractors bid proposal and incorporated into the Work. The approval of substitutions shall be at the sole discretion of the Architect."
- B. Revise the first sentence of Subparagraph 11(b) to read as follows:
1. "When requesting approval for a substitution prior to bid opening, the Contractor shall....."

2.7 Paragraph 12 - Permits and Codes:

- A. "(b) The Contractor shall secure and pay for all permits, fees, licenses, and utility charges for this project necessary for the proper execution and completion of the work. The utility charges shall include all tap-on charges, meter charges, and any other fees or charges required by any utility company or public agency which sets such fees to accomplish all work required by these Contract Documents. Where the Owner can arrange for the issuance of all or part of these permits, fees and licenses without cost to the Contractor, the Contract amount will be reduced accordingly."

2.8 Paragraph 25 - Contract Period:

- A. (a) The following chart shows rain days anticipated in **Anniston, Alabama** each year. These days are included in the time allowed for completion. Only rain days in addition to these will be considered as a time extension to the contract for "unusually severe weather" as provided for in Paragraph 32(b)(1)(x) of the General Conditions.

<u>Month</u>	<u>Rain Days</u>
January	11
February	10
March	11
April	09
May	09
June	10
July	12
August	10
September	08
October	06
November	09
December	10

- B. (b) If the Contractor falls more than thirty (30) days behind in his work, as shown on his progress schedule, and cannot demonstrate, to the satisfaction of the Owner, an effective recover schedule, the Owner reserves the right to terminate his contract under Article 32 of the General Conditions. Refer to Section 01310 for requirements of the Progress Schedule.

2.9 Paragraph 27 - Payments:

- A. Add Subparagraph (l) as follows:
1. "(l) Along with each progress payment, the Contractor shall submit a revised progress schedule as specified in Section 01310. Payment request will not be processed without this schedule attached."

2.10 Paragraph 33 - Liquidated Damages:

- A. Add Subparagraph 33(a)(1) and (2) to establish amount of liquidated damages.
 - 1. "(1) Since the actual amount of damages for any delay in completion are impossible to determine, the Contractor and his sureties hereby agree to be liable for and shall pay to the Owner the sums hereinafter stipulated as fixed, agreed and liquidated damages, for each calendar day of delay until the Work is completed or accepted."
 - 2. "(2) \$150.00 applicable to all work per calendar day per building for each building not completed and accepted by the date established for completion of each phase, by the phasing plan of the Contract Documents."

2.11 Paragraph 36 - Insurance:

- A. Revise Subparagraph 36(a)(2) to require Commercial General Liability Insurance in the amount of \$1,000,000.00.
- B. Revise Subparagraph 36(a)(3) to require Automobile Liability Insurance in the amount of \$500,000.00.

2.12 Paragraph 50 - Communications:

- A. Add Paragraph 50: Communications, with Subparagraphs (a), (b), (c), and (d) as follows:
 - 1. "(a) All notices, demands, request, instructions, approvals, proposals and claims must be in writing."
 - 2. "(b) Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the Office of the Contractor (or at such office as he may designate in writing to the Owner), or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office."
 - 3. "(c) All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to:
ANNISTON HOUSING AUTHORITY
500 GLEN ADDIE AVENUE, ANNISTON, ALABAMA 36202
ATTN.: CONTRACTING OFFICER
And any notice to, or demand upon, the Owner shall be sufficiently given so delivered, or deposited in the United States mail in a sealed postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said person at such address, or to such other representatives that the Owner may subsequently specify in writing to the Contractor for such purpose."
 - 4. "(d) Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be."

2.13 Paragraph 51 - Taxes:

- A. Add Paragraph 51 - Taxes, as follows:
 - 1. "39. Taxes: The Contractor shall include applicable taxes in his bid proposal and the Contract Sum."

2.14 Add Paragraph 52 - Equal Employment:

- A. "52. Add provisions for Equal Employment Opportunity, as enumerated in Exhibit "A" following this Section."

END OF SECTION 00750

**SECTION 01010
SUMMARY**

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 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Total Demolition for Cooper Homes, Site AL4-2, Anniston Housing Authority.
 - 1. Project location: Glen Addie Apartments, Anniston, Alabama.
 - 2. Owner: Anniston Housing Authority
500 Glen Addie Avenue, Anniston, AL 36202
- B. Architect Identification: The Contract Documents, dated April 10, 2023, were prepared for the Project by: TDA Architects, LLC.
- C. Owner's Representative: The Owner's Representative will be Mr. Doug Brooks.
- D. The Work consists of the demolition of Glen Addie Apartments and site improvements as described below in the Project Description.

1.3 PROJECT DESCRIPTION

- A. Glen Addie Apartments (See Drawings)
 - 1. Asbestos floor tile abatement in each building in accordance with Section 02070 – Asbestos Abatement.
 - 2. Total demolition of all structures (14 Buildings).
 - 3. Abandonment and/or removal of water and gas distribution and service lines. (See Plans)
 - 4. Abandonment and/or removal of site sanitary sewer system (comply with Anniston Water/Sewer Board requirements) (See Plans).
 - 5. Removal of all site related concrete work (walks and drives – see drawings).
 - 6. Removal of all streets, curbs and gutters, and storm drainage system (See Drawings).
 - 7. The entire site shall be enclosed with fencing while demolition work is being prosecuted.
 - 8. Entrances to the site shall be gated and locked. Contractor shall coordinate locking with the Anniston Fire Department. Double locks will be required.
 - 9. Signs shall be provided by the Contractor and coordinated with the Anniston Police Department.

1.4 CONTRACT

- A. Project will be constructed under a general construction contract.

1.5 WORK SEQUENCE

- A. The Work shall be conducted while the existing apartments are unoccupied. A building sequence shall be established. Work shall commence on the Notice to Proceed date and shall be completed within the allowed time frame.

1.6 USE OF PREMISES

- A. General: Contractor shall have unlimited use of premises for demolition operations, including use of Project site, during demolition period.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in

numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

- B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. 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.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION - (Not Applicable)

END OF SECTION 01010

**SECTION 01140
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 1 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Demolition can be initiated and completed upon receipt of a notice to proceed. The Owner will designate areas on the site for storage of equipment. The Contractor shall be responsible for any security measures related to work in progress or storage of materials
 - 1. Limits: Confine construction operations to those portions of the site for which work is sequenced to take place. The Contractor may execute the work at any time during the demolition period. This work must be coordinated with the Owner. All measures shall be taken to protect the health and safety of the public during all work.
 - 2. Resident Occupancy: Site will be vacated.
 - 3. The entire site shall be enclosed with fencing.
 - 4. Entrances: Entrances to the site shall be gated and locked. Contractor shall coordinate locking with the Anniston Fire Department. Double locks will be required.
 - 5. Signs shall be provided by the Contractor and coordinated with the Anniston Police Department.
- B. Use of Existing Buildings: The Contractor will be able to use any of the existing buildings.

END OF SECTION 01140

**SECTION 01500
TEMPORARY FACILITIES AND 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 temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Sewers and drainage.
 - 2. Water service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Heating and cooling facilities.
 - 5. Ventilation.
 - 6. Electric power service.
 - 7. Lighting.
 - 8. Telephone service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices. The Contractor and his subcontractors may bring in and maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. Locations for all temporary facilities shall be coordinated with the Owner. Contractor shall supply a separate, secured office space for the Housing Authority Representative. This space shall be on site, adjacent to the Contractor's office facility and shall be maintained for the duration of the project. The space shall be heated and air conditioned and shall be large enough to accommodate the following, which shall be provided by the Contractor;
 - a. Desk and chair
 - b. Layout table (min. 5'x3')
 - c. Plan rack
 - d. Four drawer file cabinet
 - e. Telephone with answering machine
 - f. Two side chairs
 - g. Wastebasket
 - (1) The Contractor will pay for all utilities and telephone except for long distance and toll calls unrelated to the project for the Project Representative's office. The Contractor shall provide once-a-week janitorial services for the Project Representative's office. Upon completion of the project, the Contractor shall remove all temporary structures and facilities from the site and leave premises in tidy condition.
 - 2. Storage and fabrication sheds.
 - 3. Lifts and hoists.
 - 4. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Stormwater control.
 - 3. Tree and plant protection.
 - 4. Site enclosure fence.
 - 5. Security enclosure and lockup.
 - 6. Barricades, warning signs, and lights.
- E. Related Sections include the following:
 - 1. Division 2 Section "Cement Concrete Pavement" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

2. Divisions 2 through 16 for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 1. Owner's representatives.
 2. Architect.
 3. Testing agencies.
 4. Personnel of authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- C. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- D. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.4 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 1. Keep temporary services and facilities clean and neat.
 2. Relocate temporary services and facilities as required by progress of the Work.
 3. Operate in a safe and efficient manner.
 4. Take necessary fire prevention measures.
 5. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable

- condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Chain-Link Fencing: Provide 11 gage, galvanized, 2-inch, chain link fabric fencing, 8 ft. high with no barbed or constantine wire. Posts shall be galvanized pipe, 2-1/2 inch ID for line, corner and pull posts and 1-1/2 ID top and bottom rails.
 - C. Water: Potable.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Field Offices: Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
- H. Project signs: Provide two project signs of the configuration shown on the attached detail.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use qualified personnel for the installation of temporary facilities. Locate facilities where they will serve 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 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide containers to remove and dispose of effluent off-site in a lawful manner.
 - 1. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After

heavy use, restore normal conditions promptly.

- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Provide rubber hoses as necessary to serve Project site.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
 - 1. Maintain a minimum temperature of 50 deg F (10 deg C) in permanently enclosed portions of building for normal construction activities, and 65 deg F (18.3 deg C) for finishing activities and areas where finished Work has been installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
 - 1. Install power distribution wiring overhead and rise vertically where least exposed to damage.
- H. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- J. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities. Install separate telephone line for each field office and first-aid station.
 - 1. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 - 2. Provide messaging service on superintendent's telephone.
 - 3. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:

1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access. Coordinate locations with the Owner.
 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
 - B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - C. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
 1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
 3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
 4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
 - D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
 2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
 - E. Common-Use Field Office: Provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of [10] persons at Project site. Keep office clean and orderly.
 1. Furnish and equip offices as follows:
 - a. Desk and four chairs, four-drawer file cabinet, a plan table, a plan rack, and bookcase. See Article 1.2 Summary, Paragraph C of this section for Owner's requirements.
 - b. Water cooler and private toilet complete with water closet, lavatory, and medicine cabinet with mirror.
 - c. Coffee machine and supplies, including regular and decaffeinated coffee, filters, cups, stirring sticks, creamer, sugar, and sugar substitute.
 - F. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.
 1. Construct framing, sheathing, and siding using fire-retardant-treated lumber and plywood.
 2. Paint exposed lumber and plywood with exterior-grade acrylic-latex emulsion over exterior primer.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that

minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from residents of the Project site.

- B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Tree and Plant Protection: Comply with requirements in Division 2 Section "Tree Protection and Trimming."
- E. Pest Control: Retain a local exterminator or pest-control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Engage this pest-control service to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- F. Site Enclosure Fence: **Before demolition operations begin**, install **chain-link** enclosure fence with lockable entrance gates. Enclose portions of the site determined sufficient to accommodate demolition operations. See Article 2.1 Materials, Paragraph B of this Section for construction criteria. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.
 - 1. Maintain security by limiting number of keys and restricting distribution to authorized personnel. **[Provide Owner with one set of keys.]**
- G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- H. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
 - 1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.
- I. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
 - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide 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, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.

3.5 OPERATION, TERMINATION, AND REMOVAL

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

Protect from damage during demolition operations.

- C. Temporary Facility Changeover: Except for using permanent fire protection, as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been 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 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 property of Contractor. The Owner reserves the right to take possession of Project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

END OF SECTION 01500

**SECTION 01710
PROJECT CLOSEOUT**

PART 1 - GENERAL

1.1 REQUIREMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF CLOSEOUT DOCUMENTS

- A. Prior to approval of final payment on this project the following will be required by the Owner:
1. Six (6) "Periodic Estimate for Partial Payment" forms each complete with original signatures and notarized. Type "Final Payment" at the top of the form.
 2. Three (3) copies of "Certificate of Substantial Completion" form.
 3. Three (3) copies of final certification of completion ("Field Observation Report" indicating no non-conformance).
 4. Four (4) originals of the "Guaranty and Warranty" form with original signatures in accordance with Contract Specifications.
 5. Four (4) copies of Certificate of Insurance covering the Warranty period.
 6. Four (4) copies of final acceptance by the local inspection department.
 7. Four (4) copies of "Contractors Affidavit of Payment of Debts and Claims" (if applicable).
 8. One (1) notarized original and two (2) copies of the "Certificate and Release".
 9. Three (3) originals of Certified Proof of Advertisement of Completion - each notarized with original signatures.
 10. One (1) blackline print of all "as-built" drawings.
 11. One (1) copies of bound specifications to include all changes and addenda; signed, dated and marked "as-built".

Label the back spine and front cover of the binders with the project name, project number and date. NOTE: These binders are to be supplied within 7 days of the date of Substantial Completion.

Do not submit close-out documents piecemeal. Assemble everything required before forwarding to the Architect.

END OF SECTION 01710

**SECTION 02060
BUILDING DEMOLITION**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. Extent of building demolition work is shown on drawings (see Sheet S1).
- B. Schedule of Demolition Work: Demolition requires removal and disposal, off site, of the following:
 - 1. Removal of any asbestos materials identified by testing in accordance with specifications. The removal and disposal shall be accomplished in accordance with Section 02070 and all Local, State, and Federal requirements.
 - 2. Building structures as indicated on drawings.
 - 3. Entrance drives, parking areas, curbs and gutters and sidewalks as indicated on drawings.
 - 4. Building foundations, footings, and supporting walls to a uniform depth of 12" below lowest foundation elevation.
 - 5. Site utilities as indicated on drawings.

1.03 SUBMITTALS:

- A. Schedule: Submit proposed schedule of coordination for shut-off, capping, and continuation of utility services as required.
- B. Provide a detailed sequence of demolition and removal work.

1.04 JOB CONDITIONS:

- A. Occupancy: Structures to be demolished will be vacated and discontinued in use prior to start of work.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner insofar as practicable.
- C. Salvaged Materials: Items of salvable value to Contractor may be removed from structure as work progresses. Salvaged items must be transported from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.
- D. Explosives: Use of explosives will not be permitted.
- E. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- F. Streets are to be closed in accordance with the authorities having jurisdiction. Gates are to be installed and signage provided.
- G. Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons. A perimeter fence shall be required and maintained for the duration of the demolition operations.
- H. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
 - 2. Contractor will coordinate with Owner and purveyor to shut-off utilities serving structures. Disconnecting and sealing indicated utilities before starting demolition operations is part of this work.
- I. Remove piping from the Owners side of master meter (gas & water).
- J. Extermination: Employ a certified exterminator and treat entire building in accordance with

governing health regulations for rodent and insect control.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DEMOLITION:

- A. Pollution Controls: Use water sprinkling, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by Architect or governing authorities. Return adjacent areas to condition existing prior to start of work.
- C. Building Demolition: Demolish buildings completely and remove from site. Use such methods as required to complete work within limitations of governing regulations.
 - 1. Proceed with demolition in systematic manner. Complete demolition work in a method to completely raze buildings insuring safety of workers and in accordance with all regulations and requirements of the Authorities having jurisdiction.
- D. Below-Grade Construction:
 - 1. Demolish footings and foundation walls to a depth of not less than 12" below existing footings surface.
 - 2. Demolish and remove concrete slabs below grade and on grade.
 - 3. Filling Voids: Completely fill below-grade areas and voids resulting from demolition of structures.
 - 4. Use satisfactory soil materials consisting of stone, gravel, and sand, free from debris, trash, frozen materials, roots and other organic matter.
 - 5. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen material, trash and debris.
 - 6. Place fill materials in horizontal layers not exceeding 6" in loose depth. Compact each layer at optimum moisture content of fill material to a density equal to original adjacent ground.
 - 7. After fill placement and compaction, grade surface to meet adjacent contours and to provide flow to surface drainage structures.

3.02 SALVAGED MATERIALS:

- A. Except for items indicated to remain Owner's property, other removed and salvaged materials shall become Contractor's property, removed from site, with further disposition at Contractor's option.

3.03 DISPOSAL OF DEMOLISHED MATERIALS:

- A. General: Remove from site debris, rubbish, and other materials resulting from demolition operations.
- B. Burning of removed materials from demolished structures will not be permitted on site.
- C. Removal:
 - 1. Transport materials removed from demolished structures and legally dispose of off site.
- D. Disposal of asbestos material shall be in accordance with specifications.

END OF SECTION 02060

**SECTION 02070
ASBESTOS ABATEMENT**

PART 1 - GENERAL

1.1 HEALTH RISKS

- A. Asbestos is a generic term applied to a number of mineral silicates which are separable into fibers. There is hard evidence to support the fact that the inhaling of the fibers can result in various diseases to those exposed. Some of the diseases that have been associated with exposure to airborne asbestos are: asbestosis; mesothelioma; and cancers of the lung, esophagus, stomach, colon, and other organs. The U.S. EPA and the scientific community believe that there is no safe level of exposure to asbestos and any level of exposure to asbestos involves some health risk; although, the exact degree of the risk is not readily quantifiable or known.

1.2 ACKNOWLEDGMENT OF RISKS

- A. The Contractor acknowledges the danger and health risk associated with working in and around asbestos and assumes said risk by entering into this contract. The Contractor shall secure a copy of and familiarize himself with OSHA 29CFR1926.1101 EPA 40CFR763 Subpart G, and keep a copy of this document at the Project at all times during the term of this Project.

1.3 CONTROL OF PREMISES

- A. The Contractor under this contract has the care, custody, and control of the premises and is solely responsible for all persons entering the work areas and shall require all persons entering the work areas to be attired, protected, have proof of proper medical examination, have a statement from a qualified medical professional that the person is physically able to enter an asbestos work site, and is qualified to wear a respirator all as specified herein.

- 1.4 See Section L - Special Conditions, Paragraph L.01, L.36, and L.39. See Section C-Bid Form.

- 1.5 INSURANCE REQUIREMENTS related to this Section are outlined in Section L. Special Conditions, Paragraph L.44.

PART 2 - REQUIREMENTS

2.1 STOP WORK REQUIREMENTS

A. UNCHARACTERIZED MATERIAL

If at any time during the work, the Contractor encounters any material which is not characterized by the original specifications or by change order as containing or not containing asbestos, or if the Contractor encounters any other material which might contain asbestos as a matter of common knowledge in the asbestos abatement industry and which is not characterized by the original specifications or a change order as containing or not containing asbestos, then the Contractor shall stop work immediately.

B. PREVENTION AND CORRECTION

According to circumstance, the Contractor shall also take any immediate measures necessary to prevent or correct the escape of airborne asbestos particles and to prevent the exposure of unprotected persons.

C. NOTICE

The Contractor also shall immediately give notice to the Environmental Consultant, the Architect, and the Owner, in person or by telephone, describing the nature and location of the discovery. By the end of the next business day, the Contractor shall confirm the notices in writing, with a copy to the Owner.

D. EMERGENCY TESTING

The Environmental Consultant shall determine whether testing or remedial measures are

necessary and shall give instructions accordingly. Any test results shall be made available to the Contractor. The Contractor shall not resume work until the Environmental Consultant has given written notice to the Contractor to proceed in all or specified parts of the work with or without change order as indicated.

E. CHANGES

Should a change order be indicated, the Contractor shall not proceed with respect to that part of the work until execution of the change order.

F. SUSPENSION OF WORK

See Section K - General Conditions of the Contract for Construction (HUD Form - 5370) Paragraph 30.

PART 3 - SCOPE

3.1 This Specification covers the removal of specified asbestos-containing materials from **Glen Addie**. This Section of the Specifications does not cover the replacement of materials. The removal shall be preformed in priority to the schedule of the General Contractor.

3.2 In general, the limits of construction are described herein. However, the exact scope of work is the sole responsibility of the Asbestos Abatement Contractor, and he shall determine and verify all conditions and situations adjoining the work and existing items.

A. The work will be performed on one hundred two (102) apartments and one Management/Maintenance Building. All buildings will be demolished. Asbestos abatement for these buildings shall be accomplished in conjunction with the demolition process. Work sequence should be coordinated with the General Contractor and the Housing Authority.

3.4 See Tabulation of Building Units and existing Site Plan shown on Sheet DSP1.

3.5 The Buildings contain the following asbestos-containing materials:

- A. Floor coverings (floor tile) and associated mastic materials throughout all units. Some units could contain multiple layers of floor tile due to minor in-house repair/renovation work over a period of time. The Asbestos Abatement Contractor is responsible for removing all layers of tile in each area. Removal of multiple layers of tile and mastic shall be at no additional cost to the Owner.
- B. The Contractor shall post signs in and around the work area to comply with US DOL/OSHA regulation 29 CFR 1926.200 and as required by Federal, State, and local regulations. These signs shall be colored the standard "danger" sign colors of red, white, and black, and shall read as follows:

DANGER

**CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
AVOID BREATHING AIRBORNE
ASBESTOS FIBERS**

PART 4 - CERTIFICATIONS

4.1 Submit manufacturer's certification to the Architect that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to American National Standards

Institute; (ANSI) Publication Z 9.2 - 79, "Fundamentals Governing the Design and Operation of Local Exhaust Systems". Submit certifications prior to using equipment. Certifications from previous projects will not be accepted.

- 4.2 Submit Contractor and Employee licenses and certifications as required under Alabama law at the pre-construction conference. Only current licenses will be accepted.

PART 5 - SPECIAL TESTING AND INSPECTION REQUIREMENTS

5.1 CONTRACTOR RESPONSIBILITY

- A. It is understood that the Contractor is solely responsible for the training and certification of the workers used for the removal of asbestos from this project site.
- B. The Contractor shall provide equipment and practices related to the respiratory protection of the workers employed that is state-of-the-art.

5.2 AIR QUALITY CONTROL

- A. Air Quality Control - The quality of air being breathed by the workers employed for the removal of asbestos-containing materials from this project site, within any work area, during the entire duration of this project, shall be the sole responsibility of the Contractor.
- B. The quality of the air emissions from the project site shall be the responsibility of the Contractor.

5.3 COMPLIANCE WITH REGULATIONS

- A. The Contractor shall be solely and fully responsible for determining the testing, inspection, and approvals required to meet compliance with laws, ordinances, rules, regulations, or orders of any public authority, including EPA and OSHA, having jurisdiction over any portion of the work.
- B. The Contractor shall employ an independent testing laboratory to perform daily air monitoring services related to the above referenced requirements related to the interior and exterior of the work area(s).
- C. The independent testing laboratory hired by the Contractor under this Contract shall be acceptable to the Environmental Consultant and shall be paid by the Contractor. The Contractor will be billed directly by the laboratory and he will remit payment directly to the laboratory.
- D. The Contractor shall submit an air monitoring plan to the Architect at the pre-construction conference as part of the required submittals. The plan shall contain a sampling strategy, the number and location of samples, and a description of the sampling protocols to be used. The plan must be approved by the Environmental Consultant.
- E. The Contractor shall submit copies of all records, test results, correspondence, etc., relating to this paragraph to the Architect's Project Monitor on a daily basis. The results of all air tests collected in the work area and on the project site shall be posted daily, as required by regulation, in the clean room for all workers to inspect.

PART 6 - DEFINITIONS

6.1 TURNAROUND TIME

- A. Time allotted for analysis and verbal results. Turnaround time commences when the laboratory receives the sample(s) and has the client's authorization to conduct analysis.
- B. Standard Turnaround Time - Verbal results provided in a turnaround time of one (1) working day.

6.2 FIELD ENGINEER / BCA PROJECT MONITOR

- A. Representative of the Architect responsible for collecting air samples at project site and observing for Contractor Compliance with Regulations and Specifications.

6.3 DELIVERY SITE

- A. Location which is pre-determined and agreed to by both parties as the location which the laboratory will receive samples for analysis.

6.4 REGULAR SAMPLE ANALYSIS

- A. PCM analysis of a sample which was collected by drawing a specific volume of air through a filter media and which satisfies the required detection limit.

6.5 BLANK SAMPLE ANALYSIS

- A. PCM analysis conducted on a field blank and/or sealed blank as required by the above methods.

6.6 SAMPLE PREPARATION

- A. Steps required to prepare a sample for PCM analysis.

PART 7 - LABORATORY REPORTS

- 7.1 All clearance air test reports, verbal or written, will be transmitted to the Contractor and/or the Owner by a representative of the Environmental Consultant in a timely manner. The Contractor shall not, under any circumstances, contact the laboratory directly to obtain clearance results.

PART 8 - CONTRACTOR ACKNOWLEDGEMENTS

- 8.1 The Contractor acknowledges and agrees that he has an indivisible, non-transferable contractual obligation to the Owner to inspect his own work and to supervise and superintend performance of the work in such manner as to enable him to confirm, certify, and corroborate at all times that all work has been executed strictly, literally, rigidly, and inflexibly in accordance with the methods, materials, regulations, and required standards of cleaning designated herein, on project drawings, and in Federal, State, and local regulations currently in effect.
- 8.2 No provision of this paragraph nor any inspection of the work by the Owner, the Architect, Resident Engineer or Project Monitor, Independent Testing Laboratory, or others shall in any way diminish, relieve, or alter any said responsibility and undertaking of the Contractor. The omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any work or materials not in accordance with contract documents or regulations, shall not in any way diminish, relieve, or alter such obligation of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of the Owner set forth in these contract documents.

PART 9 - RECORD DOCUMENTS

- 9.1 The Contractor shall submit the following documents to the Environmental Consultant, the Architect, and Owner bound in a notebook at the Pre-Construction Conference:
 - A. A description of any special work procedures to be used on this project, which will include, but not be limited to, a description of the enclosure methods to be used, a description of the decontamination areas and their locations, the location, capacity and quantity of HEPA-filtered air handling units to be used, and a copy of the calculations used to determine the number of HEPA-filtered air handling units to be used, and the methods to be used in the actual removal of each type of asbestos-containing material.
 - B. A work area plan which will include, but not be limited to, a layout of the facility that is marked to show each and every area where asbestos removal or asbestos related work will be prosecuted.

- C. A schedule that represents the full amount of time bid by the Contractor with no float time and that shall show time for testing and include corrective time for cleaning should the testing not pass the clean air testing requirements set forth in this Section of the Specifications.
- D. A bar chart that indicates the various activities and their time allotments. The bar chart shall include all milestones and significant events.
- E. An air monitoring plan prepared by the Contractor or the independent laboratory hired and paid by the Contractor to do the daily air monitoring on the project. The plan shall include, but not be limited to, the protocol to be used in the collection of the air samples, the quantity of samples to be collected each day, the methods to be used for analysis of the samples, the time required to receive test results, and method of presentation of the results. This air monitoring plan shall comply with all Federal, State, and local regulations currently in effect.
- F. A copy of the most recent medical examination report for each employee of the Contractor or any subcontractor who will be on site (standard form of examining doctor) while asbestos is being removed. The medical examination shall have been performed within twelve months preceding the date of the Pre-Construction Conference. Appropriate chest x-ray and pulmonary function test results shall be included in the medical examination report. There shall also be included in the medical records a statement by the examining physician that the worker is capable of wearing respiratory protection and that the worker, based on his existing physical condition, is acceptable to work in the asbestos abatement industry.

PART 10 - MANDATORY MEDICAL QUESTIONNAIRES

- 10.1 Each worker shall also complete the Mandatory Medical Questionnaires referenced in US DOL/OSHA Rules and Regulations, 29 CFR 1926.1 101.
- 10.2 No worker shall begin work on any part of this project unless appropriate medical records and the mandatory medical questionnaires have been submitted to the Architect.

PART 11 - MEDICAL EXAMINATION AFFIDAVIT

- 11.1 In lieu of the medical documents described above, the Contractor or any subcontractor may submit a medical examination affidavit for each employee of the Contractor or subcontractor who will be on the job site.
- 11.2 The Medical examination shall have been performed within the twelve months preceding the date of the Pre-Construction conference.
- 11.3 The medical examination affidavit must be completed by a licensed Medical Doctor and include the following:
 - A. A statement by a qualified physician that the employee's chest x-ray has been reviewed and read by a radiologist or physician who is certified as a "B" Reader.
 - B. A statement that the undersigned physician has performed or reviewed the employee's pulmonary function test.
 - C. A statement that the Mandatory Medical Questionnaires referenced in US DOL/OSHA Rules and Regulations, 29 CFR 1926.1 101, has been completed on the employee and has been reviewed by the undersigned physician.
 - D. A statement that the employee is capable of wearing a respirator and based upon the employee's existing physical condition, is acceptable to work in the asbestos abatement industry.
- 11.4 No worker shall begin work on any part of this project unless the affidavit has been properly executed by the physician performing the examination and submitted to the Architect.

PART 12 - TRAINING, RESPIRATOR FIT TEST, AND LIABILITY RELEASE

- 12.1 A statement of asbestos hazards training, respirator fit testing and training, and liability release for each employee of the Contractor who will be on site shall be submitted at the Pre-Construction Conference.
- 12.2 No worker or person shall begin work on any part of this project or enter the work area until the form or suitable substitutes have been submitted to the Environmental Consultant.

PART 13 - LANDFILL AGREEMENT

- 13.1 Letter from landfill to be used indicating that removed material will be accepted. The letter should include a description of any special disposal requirements.

PART 14 - LANDFILL AND TRANSPORTATION RECORDS

- 14.1 A blank copy of the landfill disposal form, manifest, receipt and other forms required by the Alabama ADEM to be used during the project. At a minimum, the form should include a place for recording the date that material was received by the landfill for disposal, the location and the name of the landfill, the quantities and/or weight of material received, the name and signature of the Contractor's driver and a signature of a landfill official acknowledging receipt of the material.
- 14.2 Copies of the completed forms shall be given to the Environmental Consultant after each delivery to the landfill.

PART 15 - PAY REQUESTS

- 15.1 The Contractor's pay requests shall not be approved until the Record Documents required by this part have been submitted to the Architect.

PART 16 - MATERIALS AND EQUIPMENT

16.1 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name. Store all materials subject to damage off the ground or floor, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination. Damaged or deteriorating materials or unclean materials contaminated previously with asbestos, e.g., scaffolding, barrels, tools, decontamination facilities, air equipment, etc., shall not be brought to the project site, shall not be used, and shall be removed from the premises. Material that becomes contaminated with asbestos shall be cleaned or disposed of in accordance with the Specifications.
1. Polyethylene Sheeting - of 4 mil (0.1 mm), 6 mil, and 10 mil thickness, in sizes to minimize the frequency of joints.
 2. Tape - capable of sealing joints of adjacent sheets of plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water.
 3. Surfactant (wetting agent) - Mixture must be a tested product that is non-toxic, non-carcinogenic, and has not been found to be an eye, nose, or skin irritant.
 4. Encapsulant - for use in sealing surfaces from which asbestos has been removed. Encapsulated surfaces must be able to receive a topcoat of latex paint without preparation.

There are acceptable penetrating sealants available on the commercial market. The Contractor shall submit the product data sheet of the any encapsulant to the Environmental Consultant for approval prior to use.

5. Impermeable containers - suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. (The containers shall be labeled in accordance with OSHA Regulation 29 CFR Parts 1910.1200(f) and 1926.1101 and as set forth below.) Containers must be both air- and water-tight. Two types of impermeable containers shall be used: six mil plastic bags sized to fit within the drum used and 55 gallon capacity metal or polyethylene-lined fiber drums with water-tight fitting lids.
6. Warning labels and signs - as required by OSHA regulation 29 CFR 1910.1200(f) and 1926.1101 (in official languages). Such signs shall state that breathing asbestos is a cancer and lung disease hazard.
7. Other materials - provide all other materials, such as lumber, nails, and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area.

PART 17 - TOOLS AND EQUIPMENT

- 17.1 The Contractor shall provide suitable tools for asbestos removal to include but not be limited to scrapers, chisels, wire cutters, knives, airless sprayers, shovels, ladders, scaffolding, pressure differential machines, etc.
- 17.2 All electrical equipment shall be equipped with ground fault interrupt protection.
- 17.3 The Contractor shall provide, at a minimum, half-face, negative pressure respirators for use as set forth in the Specification. HEPA filters shall be NIOSH approved for asbestos environments.
- 17.4 The Contractor shall provide HEPA-filtered vacuum equipment as defined in the Specification.

PART 18 - PERSONNEL PROTECTION

- 18.1 Prior to commencement of work, the workers shall be instructed, and shall be knowledgeable relative to asbestos hazards and respirator use in accordance with 29 CFR Part 1910 and Part 1926.
- 18.2 The Contractor and all Workers must be in compliance with the requirements and regulations promulgated by the State of Alabama.
- 18.3 RESPIRATORS BODIES
 - A. Provide half face or full face type respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.
- 18.4 FILTER CARTRIDGES
 - A. Filter Cartridges - Provide, at a minimum, HEPA-type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
- 18.5 NON-PERMITTED RESPIRATORS
 - A. Non-permitted Respirators - Do not use single-use, disposable respirators.

18.6 PROJECT MONITOR / VISITOR RESPIRATORS

- A. The Contractor shall provide in addition to those needed by employees, two (2) respirators, identical to that which is currently in use in the work area, for the Project Monitor's use so that they may come and go at will. The respirators shall be positively identified for "Project Monitor / Visitor Use Only".
- 18.7 The Contractor shall assign respirators to each employee. Employees shall not be required to share or randomly exchange respirators. Under no circumstances shall an employee be called out of the work area to provide a respirator for a visitor.
- 18.8 Provide workers with sets of protective full body clothing. Such clothing shall consist of full body coveralls, headgear, foot protection, and gloves.
- 18.9 Provide eye protection and hard hats as required by applicable safety regulations.
- 18.10 Disposable type protective clothing, headgear, gloves, and footwear may be provided. Disposable type clothing items must be removed in the Contaminated Equipment Room and placed in disposable bags each and every time a person leaves the work area.
- 18.11 The Contractor may choose to provide non-disposable type protective clothing and footwear. Should the Contractor elect to use non-disposable clothing, each employee shall be provided a complete set of clean non-disposable clothing every other day during the duration of the project. Non-disposable type protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of the asbestos abatement work, at which time, such items shall be disposed of as asbestos waste.
- 18.12 The Contractor shall provide authorized visitors with disposable protective clothing, headgear, eye protection, footwear, gloves, and respirator as described above, whenever they are required to enter the work area, to a maximum of four (4) sets per day.
- 18.13 The Contractor shall provide and post the decontamination procedures and work procedures to be followed by workers in the Equipment Room and the Clean Room. The results of all air tests collected in the work area and on the project site shall be posted daily in the clean room for all workers to inspect.

PART 19 - WORK AREAS

19.1 TEMPORARY UTILITIES

- A. See Paragraph L.14 of Section L - Special Conditions.

19.2 HEATING AND COOLING SYSTEMS

- A. Shut down and/or isolate any heating, cooling, and ventilation systems to prevent contamination and fiber dispersal to other areas of the structure. During the work, all vents within the work area shall be sealed with tape and plastic sheeting.

19.3 LOOSE EQUIPMENT AND FURNISHINGS

- A. The Contractor shall remove all loose equipment, furnishings and debris found in the units. See Paragraph 6A.2 of Section 6A - Demolition.

19.4 FIXED OBJECTS

- A. Pre-clean fixed objects within the work areas, using HEPA-filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with protective barriers of plywood covered with minimum 6 mil polyethylene sheeting sealed with tape.

19.5 PRE-CLEANING OF WORK AREAS

- A. Pre-clean the work areas using HEPA-filtered vacuum equipment or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.

19.6 No object or work area is to be sealed in plastic sheeting or in polyethylene until the work area to be enclosed has been pre-cleaned to the satisfaction and acceptance of the Project Monitor.

19.7 Upon acceptance of the pre-cleaned work areas, the Contractor shall seal off all openings including but not limited to corridors, doorways, stairwells, skylights, ducts, grills, diffusers, and any other penetrations of the work areas.

19.8 Doorways, stairwells, and corridors which will not be used for passage during work must be sealed with barriers.

PART 20 - WORK AREA ENCLOSURE SYSTEM

20.1 PLASTIC SHEETING

- A. Cover wall surfaces with plastic sheeting. At all joints, lap plastic a minimum of 12", glue the two sheets together and tape both sides of lap joint. Run plastic a minimum of 2" up wall surfaces and tape in place for floor tile removal.

20.2 AIR LOCKS

- A. Build air locks at all entrances to and exits from the work areas. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an air lock. In all cases access between any two rooms within the enclosure systems shall be through a curtained doorway.

20.3 EMERGENCY EXITS

- A. Maintain clearly identified emergency and fire exits from the enclosed work areas and comply with all requirements of all Federal, State, and local regulations currently in effect. Provide and maintain an emergency visual and sound signaling device which can be heard and seen by the workers in the enclosed work areas.

20.4 INSPECTION AND REPAIR OF ENCLOSURE SYSTEM

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect and repair enclosures at the beginning and end of each day including weekends until the project is complete. Use smoke methods to test effectiveness of barriers at openings to adjacent building.

20.5 DECONTAMINATION ENCLOSURE SYSTEMS

- A. Build suitable framing or use existing rooms connected with framed-in tunnels if necessary and line with plastic, sealed with tape and mastic at all lap joints in the plastic for all enclosures and decontamination enclosure system rooms. In all cases access between contaminated and uncontaminated rooms or areas shall be through an air lock. In all cases access between any two rooms within the decontamination enclosure systems shall be through a curtained doorway.

20.6 WORKER DECONTAMINATION ENCLOSURE SYSTEM

- A. Construct a worker decontamination enclosure system contiguous to the work area consisting of three totally enclosed chambers as follows:
 1. An equipment room with two curtained doorways, one to the work area and one to the shower room.
 2. A shower room with two curtained doorways, one to the equipment room and one to the clean room. The shower room shall contain at least one shower head per 6 workers with hot

(135°F) and cold (110°F) water. Careful attention shall be paid to the shower enclosure to insure against leaking of any kind. Ensure a supply of soap at each shower head at all times in the shower room. Shower water shall be HEAP-filtered to remove asbestos prior to being discharged to drain or barrel. Sufficient hot or warm water shall be provided to allow all shower heads to operate for 5 minutes without running out of water. Provide clean, dry bath towels 20" x 40" or larger at the rate of 3 per day per each worker, project monitor, and visitor.

3. A clean room shall be separated by an air lock from the shower room and the clean room shall be separated by a curtained doorway from the non-contaminated areas of the building. The clean room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items.

20.7 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM

- A. Provide or construct equipment decontamination enclosure systems consisting of two totally enclosed chambers as follows:
 1. A washroom, constituting an air lock, with a curtained doorway to a designated area of the work area and a curtained doorway to the holding area.
 2. A holding area, constituting an air lock, with a curtained doorway to an uncontaminated area.

20.8 MAINTENANCE OF ENCLOSURE SYSTEMS

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect and repair enclosures at the beginning and end of each day including weekends until the project is complete. Use smoke methods to test effectiveness of barriers at openings to adjacent building.

20.9 Pressure differential system shall remain in operation 24 hours per day, 7 days a week until project is complete. Contractor shall provide a crew to maintain the machines and keep them in operation even when work is not being performed in the work area.

20.10 EQUIPMENT REMOVAL PROCEDURES

- A. Clean external surfaces of contaminated containers and equipment thoroughly by wet sponging and cleaning with a HEPA-filtered vacuum before moving such items into the equipment decontamination enclosure system washroom for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave work areas through the equipment decontamination enclosure system.

PART 21 - PRESSURE DIFFERENTIAL SYSTEM (if applicable)

21.1 Before start of work submit design of pressure differential system to the Environmental Consultant for review. Do not begin work until submittal is returned with the Environmental Consultant's action approval indicating that the submittal is returned for unrestricted use. Include in the submittal at a minimum:

- A. Number of pressure differential machines required and the calculations necessary to determine the number of machines.
- B. Description of projected air flow within work area and methods required to provide adequate air flow in all portions of the work area.
- C. Pressure differential across work area enclosures anticipated.
- D. Description of methods of testing for correct airflow and pressure differentials.
- E. Manufacturer's product data on the machines to be used.
- F. Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power.
- G. Description of work practices to insure that airborne fibers travel downstream from workers.
- H. Manufacturer's product data on equipment used to monitor pressure differential between inside

and outside of work area.

- 21.2 The Contractor shall monitor the pressure differential across Decontamination Unit with a differential pressure meter equipped with a strip chart recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water. (if applicable).
- 21.3 Supply the required number of asbestos air filtration units to the site in accordance with these specifications. Each unit shall include the following:
- A. Machine shall be constructed of steel or other durable materials able to withstand damage from rough handling and transportation. Cabinet shall be factory scaled to prevent asbestos-containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters shall be from intake end. Unit shall be mounted on casters or wheels.
 - B. Rate capacity of fan according to usable air-moving capacity under actual operating conditions. Use centrifugal-type fan.
 - C. The final filter shall be the HEPA type. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame.
 - D. A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.
 - E. Each filter shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 gm particles. Testing shall be in accordance with Military Standard Number 282 and Armv Instruction Manual 136-300-175A. Each filter shall bear a UL586 label that indicates ability to perform under specified conditions.
 - F. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
 - G. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The first stage prefilter shall be a low-efficiency type (e.g., for particles 10 μ m and larger). The second stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5 μ m). Prefilters and intermediate filters shall be installed either in or in the intake grid of the unit and held in place with special housings or clamps.
 - H. Each unit shall be equipped with Magnahelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed. A table indicating the usable air-handling capacity for various static pressure readings on the Magnahelic gauge shall be affixed near the gauge for reference, or the Magnahelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point. Provide units equipped with an elapsed time meter to show the total accumulated hours of operations.
 - I. The unit shall have an electrical automatic shutdown system to stop fan in the event of a major rupture in the HEPA filter or blocked air discharge. Warning lights are required to indicate normal operation, too high a pressure drop across the filters (i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge).
 - J. Electrical components shall be approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit shall be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.
- 21.4 PRESSURE DIFFERENTIAL
- A. Provide a fully operational pressure differential system within the work area maintaining continuously a pressure differential across work area enclosures of 0.02 inches of water. Demonstrate to the Environmental Consultant the pressure differential by use of a pressure differential meter or a manometer, before disturbance of any asbestos-containing materials.
- 21.5 MONITORING
- A. Continuously monitor and record the pressure differential between the work area and the

building outside of the work area with a monitoring device incorporating a strip chart recorder or equivalent continuous permanent data storage. (when applicable).

21.6 AUXILIARY GENERATOR

- A. Provide auxiliary gasoline-powered generator located outside of the building in a location protected from the weather. Arrange so that if a power failure occurs the generator automatically starts and supplies power to a minimum of 50% of the pressure differential machines in operation. (when applicable).

21.7 PREPARATION OF THE WORK AREA

- A. Provide fully operational pressure differential systems supplying a minimum of one air change every 15 minutes. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total ventilation requirement in cubic feet per minute (cfm) for the work area by dividing this volume by the air change rate. Ventilation Required (CFM) = Volume of work area (cu. ft.)/15 min.

21.8 Determine number of units needed to achieve 15 minute change rate by dividing the ventilation requirement (CFM) above by capacity of exhaust unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential which causes loaded filter warning light to come on) in the machines labeled operating characteristics.

A. Number of Units Needed =
$$\frac{\text{Ventilation Requirement (CFM)}}{\text{Capacity of Unit with Loaded Filters (CFM)}}$$

- B. Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

21.9 LOCATION OF EXHAUST UNITS

- A. Locate exhaust unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses the work area as much as possible. This may be accomplished by positioning the exhaust unit(s) at a maximum distance from the worker access opening or other makeup air sources. Place end of unit or its exhaust duct through an opening in the plastic barrier or wall covering. The plastic around the unit or duct shall then be sealed with tape. Vent to outside of building, unless authorized in writing by the Environmental Consultant.

21.10 SUPPLEMENTAL MAKEUP AIR INLETS

- A. Provide for proper air flow through the work space, in a location approved by the Environmental Consultant, by making openings in the plastic sheeting that allow air from outside the building into the work area. Locate auxiliary makeup air inlets as far as possible from the exhaust unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the work area from occupied clean areas. Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason. Spray flap and around opening with spray adhesive so that flap seals if it closes.

21.11 USE OF THE PRESSURE DIFFERENTIAL SYSTEM

- A. Each unit shall be serviced by a dedicated minimum 115V-20A circuit with overload device tied into an existing building electrical panel which has sufficient spare capacity to accommodate the load of all pressure differential units connected. Dedication of an existing circuit may be accomplished by shutting down existing loads on the circuit.

21.12 TESTING THE SYSTEM (when applicable).

- A. Test pressure differential system before any asbestos-containing material is wetted or removed. After the work area has been prepared, the decontamination facility set up, and the exhaust

unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Environmental Consultant. This demonstration shall include but not be limited to the following:

1. Plastic barriers and sheeting move lightly in toward work area.
2. Curtain of decontamination units move lightly in toward work area.
3. There is noticeable movement of air through the decontamination unit. Use smoke tube to demonstrate air movement from Clean Room to Shower Room, from the Shower Room or Equipment Room, and from Equipment Room to Work Area.
4. Use smoke tubes to demonstrate a positive motion of air across all areas in which work is to be performed.
5. Use a differential pressure meter or manometer to demonstrate a pressure distance of at least 0.01 inches of water across every barrier separating the work area from the balance of the building or outside.
6. Modify the pressure differential system as necessary to successfully demonstrate the above.

21.13 SYSTEM OPERATIONS (when applicable).

- A. Start exhaust units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop. Do not shut down pressure differential system during encapsulating procedures, unless authorized by the Environmental Consultant in writing. Start abatement work at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and exhaust units are operating again. At completion of abatement work, allow exhaust units to run as specified, to remove airborne filters that may have been generated during abatement work and cleanup and to purge the work area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

21.14 DISMANTLING THE SYSTEM

- A. When a final inspection and the results of final air tests indicate that the area has been decontaminated, exhaust units may be removed from the work area. Before removal from the work area, remove and properly dispose of pre-filter, and seal intake to the machine with 6 mil polyethylene to prevent environmental contamination from the filters.

PART 22 - DESCRIPTION OF WORK

22.1 WORK PLAN AND SCHEDULE

- A. The Contractor shall prepare a work area plan and a project schedule. The plan and schedule are to be submitted to the Environmental Consultant and the Architect for approval prior to the start of work. The plan's schedule shall be prioritized in accord with the order of the list of work to be performed as set in the Contract Documents and shall not exceed the number of days set forth in the Contract.

22.2 There is no re-installation of any item associated with this Section of the Specifications. All re-installation of materials is included in other Sections of the Specifications.

22.3 Neither the Environmental Consultant, the Owner, nor the Architect warrant the accuracy or correctness of any quantities shown.

PART 23 - ASBESTOS-CONTAINING MATERIALS

23.1 The Contractor shall remove all asbestos-containing materials, all asbestos-contaminated

materials and all other materials described according to these Specifications and as indicated by the Project Drawings.

- 23.2 The Contractor shall employ wet removal techniques within all interior and exterior removal areas.
- 23.3 All asbestos-containing and related materials and all other material and debris that is removed shall be disposed of as asbestos-containing material in accordance with this Section.
- 23.4 The work as shown is general in nature and shall not be limited to the items or quantities displayed.

PART 24 - ASBESTOS ABATEMENT PROCEDURES

24.1 CEMENT-ASBESTOS PANELS

- A. Soak the panel with amended water spray or surfactant.
- B. Using a sharp knife or other tool, remove putty, nails or other material that holds the panel in place.
- C. Remove panel from frame or surface and place directly into disposal bags, or should the panel be too large for a bag, immediately wrap in 6 mil plastic. Caution should be taken during the removal process not to break any panel.
- D. Wet wash and brush all surfaces clean. Leave no residue.
- E. All cement-asbestos panels should be removed unless noted otherwise.
- F. Removal of asbestos-containing panels may be accomplished using full-face, HEPA-filtered, powered air purifying respirators or an equivalent.
- G. All surfaces from which asbestos-containing materials have been removed shall be encapsulated in accordance with the requirements of these Specifications.

24.2 ASBESTOS-CONTAINING FLOOR TILE

- A. A pressure differential system (when applicable) shall be maintained in operation within the work area from the start of floor tile disturbance until the area has passed final clearance when using conventional floor tile removal methods.
- B. All workers who enter the work area will be properly outfitted with respiratory protection and protective attire.
- C. All work related to asbestos-containing floor tile removal shall be carried out in such a manner as to prevent the release of asbestos fibers. Fiber release occurs when tiles are broken (especially into small pieces), abraded, or pulverized. All tile removal will be executed under wet conditions so as to prevent fiber release. Breaking of tiles will be kept to a minimum. Pulverizing or abrasive removal methods will not be allowed.
- D. Remove all base moulding to access the floor tile.
- E. Spray tile surface with amended water or surfactant and keep surface soaked.
- F. Use scraper to pry individual tiles, base, and linoleum from the floor and wall surfaces. Caution should be taken to avoid breaking tiles and other asbestos-containing material.
- G. Use non-electric heat to soften difficult tiles and base. Use hammering force with scraper or other instrument only when necessary.
- H. The surface from which the tile, base, or linoleum have been removed shall be free of all bituminous materials or mastic. The Contractor shall encapsulate the surface from which the asbestos-containing tile, base, or linoleum has been removed, after the bituminous materials have been removed and after the surfaces have been inspected and approved by the Project Monitor.
- I. The removed materials shall be immediately placed in plastic bags and stored in a designated holding area until such time as they are loaded into a container for transportation to the landfill. The disposal of these materials shall be in accordance with all regulations currently in effect.
- J. All surfaces from which asbestos-containing materials have been removed shall be

encapsulated in accordance with the requirements these specifications.

24.3 BITUMINOUS MATERIAL AND MASTIC

- A. A non-hazardous, non-toxic, emulsifying solvent that is water based shall be used in the removal process. The Contractor shall submit a material safety data sheet (MSDS) on the product he proposes to use. Approval, in writing, must be obtained prior to the start of the removal process.
- B. The Contractor must certify that the material to be used in the removal process will not generate a hazardous material or waste product under the terms of any Federal, State, or local regulation currently in effect.
- C. All workers who enter the work area will be properly outfitted with respirator protection and protective attire.
- D. Spray asbestos-containing bituminous material or mastic with undiluted emulsifying agent.
- E. Let stand for 3 to 5 minutes.
- F. Agitate surface with a stiff brush.
- G. Use squeegee to remove water, emulsifying agent, and asbestos-containing material to another area of the floor and let stand.
- H. Repeat steps 4 through 7 in the first area as many times as necessary to assure that all asbestos-containing bituminous materials or mastic have been removed.
- I. Continue this procedure until the entire area has been cleaned of asbestos-containing bituminous material or mastic.
- J. Asbestos-containing residue and debris shall be placed in double 6 mil plastic bags and disposed of in accordance with all regulations currently in effect.
- K. Bituminous material or mastic shall not be removed by sanding or grinding under any circumstance.
- L. If subfloor to be removed, remove mastic with wood.

PART 25 - DECONTAMINATION PROCEDURES

- 25.1 If the asbestos abatement work is on damaged or friable materials, then the building space is deemed contaminated before start of the work and in need of decontamination. In this case the work is a four-step procedure with two cleanings of the primary barrier plastic prior to its removal and two cleanings of the room surfaces to remove any new or existing contamination. If the asbestos abatement is on undamaged and non-friable materials, then the building space is deemed uncontaminated before start of the work. The decontamination procedure in this case is a two-step procedure with two cleanings of the primary barrier plastic to remove contamination, thus preventing contamination of the building when the work area isolation barriers are removed. In both cases, operation of the negative pressure system is used to remove airborne fibers generated by the abatement work. Removal of Gross Debris is integral with the performance of abatement work.
- 25.2 The Work includes the decontamination of air in the work area which has been, or may have been contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space. The Work includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:
 - A. Primary and Critical Barriers
 - B. Decontamination Unit
 - C. Pressure Differential System
- 25.3 START OF WORK
 - A. During completion of the asbestos abatement work the secondary barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work. This work begins with the cleaning of the Primary Barrier. At start of

work the following will be in place:

1. Primary Barrier: minimum two feet.
2. Critical Barrier: which forms the sole barrier between the work area and other portions of the building or the outside.
3. Critical Barrier Sheeting: over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
4. Decontamination Unites: for personnel and equipment in operating conditions.
5. Pressure Differential System: in operation.

25.4 FIRST CLEANING

- A. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Absolute (HEPA) filtered vacuum. (Note: A HEPA vacuum will fail if used with wet material.) Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces. Remove all filters in air handling system(s) and dispose of as asbestos-containing waste in accordance with requirements of these specifications. Wait 24 hours to allow pressure differential machine to clean air of airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain negative pressure system in operation for the entire 24-hour period.

25.5 ENCAPSULATION OF SUBSTRATE

- A. Perform encapsulation of substrate where required at this time. Maintain pressure differential system in operation during encapsulation work.

25.6 SECOND CLEANING

- A. Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning. Immediately following the second cleaning of the primary plastic, remove all Primary Barrier sheeting and Material, Decontamination Unit, if there is one, leaving only:
 1. Critical Barrier which forms the sole barrier between the work area and other portions of the building or the outside.
 2. Critical Barrier Sheeting: over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
 3. Decontamination Unit: for personnel in operating condition.
 4. Pressure Differential System: maintain in continuous operation.

25.7 THIRD CLEANING

- A. Carry out a third cleaning of all surfaces in the work area in the same manner as the first cleaning immediately after removal of primary plastic. This cleaning is now being applied to existing room surfaces. Take care to avoid water and marks or other damage to surfaces. Wait 24 hours to allow pressure differential machines to clean air of airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain negative pressure system in operation for the entire 24-hour period.

25.8 FINAL CLEANING

- A. Final Cleaning: Carry out a final cleaning of all surfaces in the work area in the same manner as the previous cleaning. Wait up to 24 hours to allow pressure differential machines to clean air of airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period.

25.9 VISUAL INSPECTION

- A. After 24 hours perform a complete visual inspection of the entire work area including decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows,

and other openings; look for debris from any sources, residue on surfaces, dust or other matter. If any such debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing, on the certification by Project Monitor.

25.10 FINAL AIR SAMPLING

- A. Phase Contrast Microscopy (PCM). After the work is found to be visually clean, air samples will be taken and analyzed in accordance with NIOSH 7400 Method. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point. If Release Criteria are met, remove the interior of the decontamination unit leaving in place only the Critical Barriers separating the work area from the rest of the building and the operating pressure differential system. Any small quantities of residual material found upon removal of the plastic sheeting shall be removed with a HEPA filtered vacuum cleaner and local area protection. If significant quantities, as determined by the Environmental Consultant, are found then the entire area affected shall be decontaminated as specified herein for the Final Cleaning.

PART 26 - WORKPLACE CLEARANCE

26.1 VISUAL INSPECTION

- A. Is required as a prerequisite of air testing.

26.2 The work described in "PART 25 - DECONTAMINATION PROCEDURES" is work to be performed by the owner. Such work is not to be included in the Contract Sum.

26.3 PART 25 - DECONTAMINATION PROCEDURES sets forth required post-abatement airborne asbestos concentrations in the work area and describes testing procedures the owner will use to ensure these concentrations.

26.4 CONTRACTOR RELEASE CRITERIA

- A. Contractor Release Criteria: The Work is complete when the Work Area is visually clean and airborne fiber concentrations in the work area have been reduced to the level specified below.

26.5 VISUAL INSPECTION

- A. The work described herein will not begin until the visual inspection described above is complete and has been certified by the Project Monitor.

26.6 DETERMINATION OF FIBER CONCENTRATION

- A. To determine if any elevated airborne fiber concentrations created during abatement operations have been reduced to the specified level, the Project Monitor will collect air samples and have them analyzed according to the NIOSH 7400 method.

26.7 FIBERS COUNTED

- A. "Fibers" referred to in this Section shall be all fibers regardless of composition as counted using NIOSH 7400 method, or asbestos fibers of any size as counted using Transmission Electron Microscopy (TEM).

26.8 AGGRESSIVE SAMPLING

- A. Aggressive sampling will be used when the Work Area is isolated and is cleaned entirely of all friable asbestos-containing materials. The following aggressive sampling techniques will be used:
 1. Before the sampling pumps are started, the exhaust from forced air equipment (leaf blower) will be directed against all walls, ceilings, floors, ledges, and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 cubic feet of area volume.

2. The Contractor will furnish one 20-inch diameter fan per 10,000 cubic feet of room volume, mounted in a central location in the Work Area at approximately 2 meters above the floor, directed toward the ceiling and operated at a low speed for the entire period of sample collection.
3. Air samples will be collected in areas subject to normal air circulation away from room comers, obstructed locations, and sites near windows, doors, and vents.

26.9 PHASE CONTRAST MICROSCOPY

- A. The Abatement Contractor will conduct air tests and an independent testing laboratory will be employed by the Abatement Contractor to perform laboratory analysis of the air samples.

26.10 RELEASE CRITERIA

- A. Decontamination of the Work Area is complete when every Work Area is equal to or below 0.01 fiber per cubic centimeter (f/cc), or less than the prevalent pre-abatement or comparison sample. If any sample is above this level, then the decontamination is incomplete and recleaning according to the Specifications is required. Costs of recleaning and resampling shall be borne by the Contractor.

- 26.11 The Contractor will notify the Environmental Consultant at least 48 hours in advance that a work area is ready for inspection and collection of Work Area Clearance samples.

26.12 SCHEDULE OF AIR SAMPLES

- A. The number of air taken and the analytical methods used will be in accordance with the following schedule of samples.

Size of Project	Number of Samples		Clearance Criteria
	PCM	TEM	
≤ 12 lineal feet (lf) or 12 square feet (sf)	1 prevalent/comparison & None 1 clearance		≤ 0.01 f/cc or prevalent/comparison level
> 12 lf/sf and ≤ 120 sf or 260 lf	1 prevalent/comparison & None 3-5 clearance		≤ 0.01 f/cc or prevalent/comparison level
>120 sf or 260 lf 120 sf or 260 lf	1 prevalent/comparison & None 5 Work Area		≤ 0.01 f/cc or prevalent/comparison level

The Project Monitor may determine that 3-5 samples are sufficient for projects > 12 sf/lf but ≤ 160 sf or 260 lf.

"Prevalent (pre-abatement)" samples are collected when friable ACM will be intentionally left in the work area after project completion or during abatement activities in un-isolated Work Areas. "Comparison" samples are used when the Work Area will be free from friable ACM at completion. Comparison samples will be collected outside the Work Area concurrently with the clearance samples.

PART 27 - DISPOSAL

27.1 ASBESTOS-CONTAINING MATERIALS

- A. All asbestos-containing material and related materials and other asbestos-contaminated material and debris that is removed from the facility shall be disposed of as asbestos-containing material in accordance with all Federal, State, and local regulations currently in effect. Disposal includes packaging of asbestos-containing waste materials. Disposal may be accomplished either by proper landfilling or converting asbestos-containing materials to non- asbestos waste. All disposal bags shall be labeled/tagged with the Owner's name and building address.

27.2 STORAGE

- A. No storage of asbestos-containing waste shall be permitted outside of the Work Area unless strict chain-of-custody is maintained including, but not limited to, the following:
1. Accumulated number of waste bags removed from the Work Area to the storage container/site,
 2. Address of off-site storage,
 3. Names of persons/Company responsible for transportation and storage of bagged waste (if stored off-site), and
 4. Environmental Consultant's written approval of off-site storage of bagged waste.

27.3 SUBMITTALS

- A. Before Start of Work: Submit the following to the Architect for review. Do not start Work until these submittals are returned with Architect's action stamp indicating that the submittal is returned for unrestricted use.
1. Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number, or
 2. Name and address of processor where asbestos-containing waste materials are to be processed into non-asbestos waste. Include contact person and telephone number.
 3. Product data on conversion process to be used.
 4. Letters or other documents from the United States Environmental Protection Agency relative to the conversion process indicating that the process to be used can produce an asbestos-free product and is capable of satisfying the requirement for an acceptable "alternative" means of complying with Section 61.152(a) of NESHAPS for asbestos.
 5. Chain-of-Custody form and form of waste manifest proposed.
 6. Sample of disposal bag and any additional labels to be used.

27.4 On a weekly basis submit copies of all manifests and disposal site receipts to the Environmental Consultant.

27.5 The Contractor shall maintain a current inventory or manifest of waste removed from the Work Area and placed in the storage container.

27.6 DISPOSAL BAGS

- A. Provide 6-mil thick, leak-tight polyethylene bags with three labels with text as follows:
First Label:

**CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS
TO YOUR HEALTH**

(continued on next page)

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS,
TREMOLITE, ANTHOPHYLLITE, OR ACTINOLITE FIBERS
IS HAZARDOUS TO YOUR HEALTH**

Third Label: Provide in accordance with U.S. Department of Transportation regulation on hazardous waste marking: 49 CFR parts 171 and 172, Hazardous Substances: Final Rule.

**RQ HAZARDOUS SUBSTANCE,
SOLID, NOS., ORM-E, NA 9188
(ASBESTOS)**

- 27.7 All bags shall be tagged in accordance with 40 CFR Part 61 (November 20, 1990): National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision, Final Rule, Part 61.150(v), Page 48429. Published by the Environmental Protection Agency.
- 27.8 Appropriate personal protective equipment shall be worn whenever a worker is handling ACM waste bags/packages. At a minimum, the following shall be worn:
1. Negative-pressure, half-face, air purifying respirators with high efficiency filters, and
 2. Disposable full-body coveralls.
- 27.9 MATERIAL HANDLING AND TRANSPORTATION
- A. All material is to be contained in two 6-mil thick disposal bags. Protect interior of truck or dumpster with Critical and Primary Barriers as described. Take bags from the Work Area directly to a sealed truck or storage container. Transport bagged ACM waste from the Work site to the transportation vehicle in a covered cart or vehicle after normal work hours or when the building is least occupied. Load bagged ACM in fully enclosed dumpsters, trucks or appropriate vehicles for transport. All bagged ACM waste, including transportation vehicles, shall remain secure or guarded at all times while containing ACM waste. Exercise care during storage and transport, to insure that no unauthorized persons have access to the material. Do not transport bagged disposal materials on open trucks.
- 27.10 At the disposal site unload bagged ACM waste. Sealed plastic bags shall be carefully unloaded from the truck. Re-bag broken or damaged bags. Do not throw bags. Retain receipts from landfill or processor for materials disposed of. At completion of hauling and disposal of each load submit copy of waste manifest, chain-of-custody form, and landfill receipt to Environmental Consultant.

PART 28 - CLEANING

- 28.1 The Contractor shall clean the work areas and all surfaces in the work areas in accordance with other Sections of these Specifications.
- 28.2 Carry out the cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Absolute (HEPA filtered vacuum). Note: A HEPA vacuum will fail if used with wet material. Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

- 28.3 Remove All Filters in Air handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of these specifications.
- 28.4 Sealed drums, other containers, and all equipment used in the work area shall be included in the cleanup and shall be cleaned and then removed from work areas at an appropriate time in the cleaning sequence.
- 28.5 After completion of the third cleaning operation, perform a complete visual inspection of the work area to ensure that the work area is free of visible debris and dust.
- 28.6 Notify the Project Monitor that the work area is ready for a visual inspection.
- 28.7 If the Project Monitor finds visible accumulations of debris or dust in the work area, the Contractor shall repeat the wet cleaning process, at the Contractor's expense, until the work area is in compliance with these Specifications and current regulations.
- 28.8 The Contractor is responsible for regaining lost time due to schedule impact of repeating the cleaning process.
- 28.9 The Contractor shall notify the Environmental Consultant's Project monitor in writing that the work area is ready for the final cleanliness air test.
- 28.10 When the air test for final cleanliness determines that the area is in compliance with the requirements for clean air, the decontamination enclosure systems shall be removed, the area thoroughly wet cleaned, and materials from the equipment room and shower removed as contaminated waste.
- 28.11 A final visual inspection shall be carried out to ensure that no dust or debris remains on surfaces as a result of dismantling operations.
- 28.12 Encapsulation of Substrate - Perform encapsulation of substrate where required at this time. Maintain negative air system in operation during encapsulation work.
- 28.13 The Contractor shall conduct all work otherwise in accordance with the Specifications.

PART 29 - ASBESTOS ABATEMENT AND CLEAN-UP WORK

- 29.1 ASBESTOS ABATEMENT AND CLEAN-UP WORK SHALL NOT COMMENCE UNTIL:
- A. Arrangements have been made for disposal of waste at an acceptable site.
 - B. Arrangements have been made for containing and disposal of waste water resulting from wet stripping.
 - C. Work areas and decontamination enclosure systems and parts of the project required to remain in use are segregated as specified herein.
 - D. Tools, equipment, and material waste receptors are on hand.
 - E. The Contractor has provided for security.
 - F. All other preparatory steps have been taken and applicable notices posted and permits obtained.
 - G. Plan and schedule have been approved by the Project Monitor.
 - H. Windows, doors, and other openings have been covered and sealed in 6 mil polyethylene.

PART 30 - RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS

- 30.1 WHEN CLEAN-UP IS COMPLETE
- A. Put back any objects stored in designated areas. Re-establish ceilings, HVAC, mechanical, and

electrical systems to the same operating condition as they were when the Contractor occupied the site.

PART 31 - REPAIR OF DAMAGED SURFACES

31.1 BEFORE FACILITY IS RETURNED TO THE OWNER

A. After completion of all cleaning, but prior to replacing the movable and/or loose equipment, the Contractor shall replace all missing designated objects and repair all designated objects and/or surfaces unnecessarily damaged by work performed under this contract.

31.2 The existing condition of designated objects and surfaces shall be determined during a pre-construction conference between the Contractor and the Project Manager.

(continued on next page)

MEDICAL EXAMINATION AFFIDAVIT

I HEREBY CERTIFY THAT THE EMPLOYEE NAMED BELOW HAS HAD A MEDICAL EXAMINATION THAT MEETS THE REQUIREMENTS OF THESE SPECIFICATIONS WITHIN THE PAST TWELVE MONTHS.

Asbestos Worker's Name (Typed)

Date of Examination

The above stated medical examination included the following:

The employee's chest x-ray that has been reviewed by a radiologist or physician classified as a "B" reader.

Doctor's Initials

The undersigned physician has performed or reviewed this employee's pulmonary function test.

Doctor's Initials

Mandatory Medical Questionnaires as required by U.S. DOL / OSHA Rules and Regulations, Part 1926, have been completed for this employee and have been examined and reviewed by the undersigned physician.

Doctor's Initials

Based on the existing physical condition of the person named above, (he) (she) (is) (is not) capable of wearing a respirator.

Doctor's Initials

Based on the existing physical condition of the person named above, (he) (she) (is) (is not) acceptable to work in an asbestos abatement environment.

Doctor's Initials

Physician's Signature

Date

The above statement must be signed by the Examining Physician in the presence of a Notary Public. The Notary Public states that he or she has witnessed the Examining Physician's signing the above statement by signing below, indicating the date of execution, applying the seal of office, and indicating the date that the Notary Public Commission expires.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA, _____ COUNTY

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

(Seal)

NOTARY PUBLIC

MY COMMISSION EXPIRES _____.

DRUG -FREE WORKPLACE AFFIDAVIT

_____ HEREBY CERTIFIES THAT IT WILL PROVIDE A DRUG-FREE
(Contractor's Name)

WORKPLACE BY:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee of the Contractor be given a copy of the statement required by paragraph 1.;
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment with the Contractor, the employee will do the following:
 - a. Abide by the terms of the statement; and
 - b. Notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

Contractor's Signature

Date

The above statement must be signed by the Contractor in the presence of a Notary Public. The Notary Public states that he or she has witnessed the Contractor's signing the above statement by signing below, indicating the date of execution, applying the seal of office, and indicating the date that the Notary Public Commission expires.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA, _____ COUNTY

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__.

(Seal)

NOTARY PUBLIC

MY COMMISSION EXPIRES _____.

Asbestos Worker Liability Release Statement

Date: _____

Asbestos Worker's Name _____

(Address)

(City, State, Zip Code)

Project Title: _____

Location: _____,
(City) (State)

Asbestos Abatement Contractor: _____

(Address)

(City, State, Zip Code)

In consideration of my employment in connection with the removal and disposal of asbestos or other work and in consideration of the sum of ONE AND NO/100 DOLLARS and other goods and valuables paid, at and before the seating and delivery of this statement, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows:

1. I acknowledge and understand that I have been or will be employed in connection with the removal, enclosure, encapsulation handling, transportation, disposal, and other activities related to asbestos-contaminated materials. I understand that in handling asbestos, working in asbestos-contaminated work areas, and in breathing asbestos dust that I subject myself to any and all diseases known to occur or suspected to occur from exposure to asbestos. Asbestos is a generic term applied to a number of mineral silicates which are separable into fibers. There is substantial data to support the fact that the inhaling or breathing of the fibers can result in various diseases to those exposed. Some of the diseases that have been associated with exposure to airborne asbestos are: asbestosis, mesothelioma, and cancers of the lung, esophagus, stomach, colon, and other organs. The U.S. EPA and the scientific community believe that any level of exposure to asbestos involves some health risk, although the exact degree of the risk is not readily known.
2. I acknowledge and understand that ANY CONTACT WITH ASBESTOS, WHETHER VISIBLE OR NOT, MAY CAUSE ASBESTOSIS OR VARIOUS FORMS OF CANCER, WHICH MAY NOT SHOW SYMPTOMS FOR SEVERAL YEARS, and with such knowledge, I agree faithfully to take all precautions required of me.
3. I knowingly assume all risks in connection with potential exposure to asbestos and I do hereby, for myself and my heirs at law, release and forever discharge the Architect, the Environmental Consultant, the independent testing laboratory or engineers employed by the Owner and all of their directors, officers, employees, nominees, personal representatives, affiliates, successors, and assigns from and against any and all liability whatsoever, at common law or otherwise, except those

rights which the undersigned may have under the provisions of the applicable worker's compensation laws. Except as specifically set forth herein, I hereby waive and relinquish any and all claims of every nature which I now have or may have or claim to have which are in any way directly or indirectly related to exposure to asbestos and asbestos-containing materials as it relates to the project described herein.

4. I hereby warrant and represent that I have not been disabled, laid-off, or compensated in damages or otherwise, because of the disease of asbestosis.
5. I hereby warrant that I have been examined by a medical doctor and have been told that I do not have any lung problems of conditions that would prevent me from working on this project.
6. I hereby state that I have been trained to wear a respirator at all times during any contact with asbestos-containing materials or entry into an asbestos-contaminated work area. I hereby state that such training included information on the following:
 - a. How to determine whether a respirator's air supply, filter, and/or filters have been approved for asbestos environments.
 - b. How to fit test the respirator to assure the breathing of properly filtered air.
 - c. Date of last respirator fit test: _____.
7. I hereby state that I have received information that smoking cigarettes and other tobacco products significantly increases the potential for lung cancer to occur in people like myself who work on asbestos removal projects.
8. I represent that I can read the English language or that I have had someone read this statement to me. I understand the meaning of all the statements herein and have initialed each page to acknowledge my understanding.

Asbestos Worker's Signature: _____.

Asbestos Worker's Social Security Number: _____.

The above statement must be signed by the asbestos worker in the presence of a Notary Public. The Notary Public states that he or she has witnessed the asbestos worker signing the above statement by signing below, indicating the date of execution, applying the seal of office, and indicating the date that the Notary Public Commission expires.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA, _____ COUNTY

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

(Seal)

NOTARY PUBLIC MY COMMISSION EXPIRES _____.

END OF SECTION 02070

**STANDARD OPERATING PROCEDURES
FOR
ASBESTOS ABATEMENT
Anniston Housing Authority
Glenn Addie Apartments
Demolition Project**

Anniston, Alabama

Prepared By Garry Pearson, Inc.



04-10-23

Date

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REFERENCES

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1926	Safety and Health Regulations for Construction
40 CFR 148	Hazardous Waste Injection Restrictions
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 268	Land Disposal Restrictions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR 178	Specifications for Packaging

ENGINEERING MANUALS (EM)

EM 385-1-1 (1992)	U.S. Army Corps of Engineers Safety and Health Requirements Manual
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 701 (1996)	Methods of Fire Test for Flame-Resistant Textiles and Films
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NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

UNDERWRITERS LABORATORIES (UL)

UL 586	(1996) High-Efficiency, Particulate, Air Filter Units
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1. Location of Asbestos containing components.

This project involves the asbestos removal for Anniston Housing Authority at Glen Addie Apartments in Anniston, Alabama. Asbestos to be removed or treated is as follows:

Asbestos Containing Material

Building A- Apartment 02 – Kitchen, Hall & Bedroom – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 375 SF)**

Building A - Apartment 07 - Upstairs 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 425 SF)**

Building B- Apartment 05 – Living room – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 300 SF)**

Building B- Apartment 07 – Hall & 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 425 SF)**

Building C- Apartment 04 – Kitchen – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 200 SF)**

Building C- Apartment 05 - Upstairs 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 425 SF)**

Building C- Apartment 06 – Hall & 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 250 SF)**

Building C- Apartment 10 – Handicap 3 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 500 SF)**

Building D - Apartment 03 - Upstairs 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 425 SF)**

Building F – Apartment 01 - 1 bedroom – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 200 SF)**

Building F - Apartment 02 – Hall & 1 bedroom – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 200SF)**

Building F - Apartment 04 – Upstairs 3 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 500 SF)**

Building F - Apartment 05 - Upstairs 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 425 SF)**

Building F - Apartment 07 - Upstairs 2 bedrooms – remove and dispose of brown 9"x9" 9"x9" floor tile. **(Approximately 425 SF)**

Building F - Apartment 08 - Upstairs 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic **(Approximately 425 SF)**

Building G - Apartment 06 – Hall & 2 bedroom – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 500 SF)**

Building G - Apartment 07 – Upstairs 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 425 SF)**

Building G - Apartment 10 - Upstairs 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 425 SF)**

Building H - Apartment 05 – Hall & 2 bedroom – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 500 SF)**

Building H - Apartment 06 - Upstairs 2 bedrooms – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 425 SF)**

Building H - Apartment 07 - Living room – remove and dispose of brown 9"x9" floor tile/mastic. **(Approximately 225 SF)**

Building H - Apartment 09 - Living room & upstairs 3 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 700 SF)**

Building K - Apartment 10 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building L - Apartment 03 – Hall & 2 bedroom – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 450 SF)**

Building L - Apartment 05 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building L - Apartment 06 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building L - Apartment 07 - Living room, hall & 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 700 SF)**

Building L - Apartment 09 - Hall & 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 450SF)**

Building L - Apartment 12 – Living room – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 200 SF)**

Building M - Apartment 07 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building M - Apartment 09 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building S - Apartment 01 - Living room & bedroom – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 275 SF)**

Building S - Apartment 04 - Upstairs 3 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 500 SF)**

Building S - Apartment 05 - Living room & bedroom – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 275 SF)**

Building S - Apartment 07- Living room & upstairs 3 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 700 SF)**

Building S - Apartment 08 – Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building S - Apartment 09 - Living room & 3 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 700 SF)**

Building T - Apartment 04 - Upstairs 3 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 700 SF)**

Building T - Apartment 04 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building U - Apartment 04 - Upstairs 3 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 700 SF)**

Building U - Apartment 05 - Upstairs 3 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 700 SF)**

Building U - Apartment 07 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building U - Apartment 08 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Building U - Apartment 09 - Upstairs 3 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 700 SF)**

Building U - Apartment 10 - Upstairs 2 bedrooms – remove and dispose of brown 9”x9” floor tile/mastic. **(Approximately 425 SF)**

Note: Unit Square Footage

1 Bedrooms (Avg. Sq. Ft. 569)

2 Bedrooms (Avg. Sq. Ft.842)

3 Bedrooms (Avg. Sq. Ft. 1,000)

Note: Contractor is responsible for verifying his bid quantities.

2. Abatement methods for each Asbestos component.

- A. Asbestos containing materials listed above will be handled as Category II non-friable.
- B. Isolating the work areas with critical barriers.
- C. Completely seal off all openings (vent pipes, exhaust vents, etc.) from roof areas to inside buildings.
- D. Set up de-con.
- E. Post warning signs and setup a restricted area with barrier tape.
- F. Wet methods and vacuums will be used during abatement.

3. Means for notifying occupants of proposed work schedules.

During the abatement of this facility it will not be occupied. Work areas will be isolated using Asbestos Abatement Warning Signs, barricade tape, and containment barriers to prevent unauthorized entry into the work areas. Warning signs shall be in English and be of sufficient size to be clearly legible and display the following:

WARNING
ASBESTOS WORK AREA
CANCER AND LUNG DISEASE HAZARD
NO SMOKING OR EATING
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

4. Training requirements as required by Federal, State, and local regulations.

Training certification will be provided prior to the start of work involving Asbestos abatement, for all of the Contractors' workers, supervisors and Competent Person. Training shall meet the requirements of 29 CFR 1926 Section .1101, 29 CFR 1926 Section .59 and 49 CFR 172, and that required by EPA or the state Asbestos course for the work to be performed.

5. Unique Problems associated with the Abatement Projects

The use of chemicals in this project requires that all workers are familiar with the chemical being used and have read and understand the SDS sheet and has a hazardous Communication Plan.

6. Eating, drinking, smoking and rest room procedures.

Workers or authorized visitors shall not eat, smoke, use tobacco, and chew gum or other substances while in the work area.

Personnel exiting an Asbestos control area shall perform the following procedures and shall not leave the work place wearing any clothing or equipment worn during the work day:

- a. Vacuum all protective clothing before leaving.
- b. Remove protective clothing in the decontamination area and place disposable clothing in an approved impermeable disposal bag.
- c. Wash exposed skin.
- d. Change to clean clothes prior to leaving the physical boundary designated around the contaminated work site.

7. Sequencing of Asbestos related work.

Any building ventilating system or any other system bringing air into or out of the control work area shall be shut down and isolated by lockable switch; disconnecting wires; removing circuit breakers; isolated by airtight seals, or other positive means that will prevent spread of contamination through the system and accidental premature restarting of mechanical/ventilation equipment. Airtight seals shall consist of rigid covers for supply and exhaust grills and 2 layers of polyethylene. Individual seals shall be applied to ventilation openings (supply and exhaust), lighting fixtures, clocks, windows, doorways, elevator doors, stairs, ramps, speakers, and other openings into the work area. Seals shall be maintained until project decontamination is completed. After decontamination work has been completed and clearance testing proves that the area is decontaminated, seals shall be removed and the ventilating systems may be placed in operation again.

The work will be isolated using containment procedures identified in other sections of this plan.

Those items identified, as containing Asbestos shall be removed using the methods indicated in paragraph 2.

8. Personnel protective equipment; respiratory protection program and controls

A. Protective Clothing. The Contractor shall furnish, at no cost to personnel, equipment/clothing for protection from airborne and waterborne debris. An adequate supply of these items shall be available for worker, authorized visitor, and Government personnel use. Workers and visitors shall not take protective clothing and equipment off the work site at any time. Protective clothing includes:

1. Coveralls (Whole Body Protective Coverings): Full-body coveralls and the workers in the work area shall wear head covers. Sleeves shall be secured at the wrist and pants legs at the ankle with tape. Permeable clothing shall be provided in heat-stress conditions. Where non-disposable coveralls are provided, these coveralls shall be cleaned after each wearing. Cleaning of coveralls and other non-disposable clothing shall be in accordance with the provisions for cleaning in 29 CFR 1926 Section .1101.

2. Boots: Work boots with nonskid soles or impermeable work boot
Workers shall wear covers. Where required by OSHA, safety boots (steel toe or steel toe and shank) shall be worn. Paint the uppers of boots red with waterproof enamel. Do not allow boots to be removed from the work area for any reason after being contaminated with debris. Dispose of boots as contaminated waste at the end of the work.

3. Gloves: Inner gloves, appropriate for items and hazards encountered, and disposable outer work gloves shall be provided to each worker and shall be worn while the worker is in the work area. Glove material shall be appropriate for the specific chemical exposure. Gloves shall not be removed from the work area, and shall be disposed of as asbestos contaminated waste at the end of the work.

4. Hard Hats: Head protection (hard hats) shall be provided as required by OSHA and EM 385-1-1 for workers and authorized visitors. Protective plastic strap suspension hats shall be used. Hard hats shall be worn at all times that work is in progress. Hats shall remain in the work area until the project is completed. Hats shall be thoroughly cleaned, decontaminated, and bagged before being removed from the work area at the end of the project.

5. Eye Protection: Safety glasses for personnel engaged in abatement operations shall be worn when the use of a full-face piece respirator is not required.

6. Work Clothing: Cloth work clothes can be wore under the disposable protective coveralls and foot coverings.

B. Removal workers have had respiratory protection training in accordance with OSHA Regulation 29 CFR 1910, Section 1001, 29 CFR 1910.134 and 29 CFR 1926.58 SPEC. A company respirator program will be followed by all employees.

Air-purifying respirators shall be approved by NIOSH for use with dust, fumes, and mists having permissible exposure limits less than 0.05 milligrams per cubic meter (i.e., have high-efficiency particulate air (HEPA) filters) and for other hazardous airborne contaminants that may be encountered, as determined by the Competent Person. Respirators shall comply with the requirements of 29 CFR 1926 Section .1101 and shall be used in accordance with 29 CFR 1926 Section .1101 and 29 CFR 1910 Section .134.

Respirator Cartridges. A sufficient supply of respirator cartridges (North P100 & Organic Vapor P100) will be maintained at the work site to provide new cartridges to employees, authorized visitors, and government personnel for the duration of the project. Cartridges will be replaced according to the manufacturer's recommendations, when breathing becomes difficult, or if the cartridge becomes wet.

9. Engineering controls, containment structures and safety measures

A. Security

Security of the work area will be provided and a log book for employees and authorized visitors to sign upon entrance and exit, at the entrance of the containment area to ensure that every entry to the containment area will be logged in and that only properly trained and outfitted workers will be allowed to enter. Entrance will be allowed also to any authorized Company Representatives and inspectors from regulatory agencies if properly fitted with protective clothing and respirators. Work area will be locked during non-working hours.

B. Safety

Each employee shall receive initial basic safety orientation and continuous safety training from their supervisor and the designated safety officer. This initial training shall consist of a discussion of the contractor's safety program including accident reporting, medical and first aid, emergency plan, personal protective apparel, safety equipment, fire prevention and protection and the contractor's alcohol and drug policy. The continuous safety training shall consist of weekly on the job safety meetings to discuss items such as maintaining equipment in good condition, not using tools that are broken or damages, checking ladders for condition and use, general scaffolding requirements, keeping work areas clean, wearing proper protective clothing and shoes, and using good common sense and safety awareness. Employees will be encouraged to point out unsafe conditions to the safety officer so that immediate corrective action can be taken.

C. Fire Prevention Protection

The contractor will comply with all regulations of the designated authority at the job site and obtain hot work permits as required. Smoking will be prohibited in areas where flammable or combustible materials are stored and NO SMOKING or OPEN FLAME SIGNS will be posted to designate those areas. All flammable or combustible liquids will be kept in approved safety cans in good condition and stored in properly ventilated buildings posted with appropriated signs. Fire extinguisher rated not less than 2-A will be provided at the rate of at least one per 3000 square feet with limitations of at least one floor and a travel distance not to exceed 100 feet between extinguisher, A fire extinguisher not rated less than 10B will be provided wherever combustible liquids are stored. Fire extinguishers not rated less than 2-A will be kept adjacent to any open flame, welding or cutting operation and a watcher will be assigned to remain at the location for at least one hour. Emergency phone numbers and reporting instructions will be posted in the bulletin board and at all job site telephones.

D. Containment Structures.

Control Area. The control area is where abatement work occurs and as such shall be considered contaminated, and shall be isolated to prevent dust or debris from passing into adjacent building or open areas. The control area shall be decontaminated at the completion of the abatement and disposal work.

Boundary Requirements. Physical boundaries shall be provided around exterior control areas by roping off the area indicated in the Management Plan. Curtains, portable partitions, or other enclosures to ensure that concentrations of dust outside the control area will not equal or exceed the pre abatement levels shall isolate interior projects.

Control Barriers. The control area shall be separated from other portions of the building and the outside with control barriers. The polyethylene sheeting will have all openings masked and sealed

Interior control area requirements (Not Applicable for this project). Openings shall be sealed where the release of airborne dust is expected. A control area shall be established with the use of curtains, portable partitions, or other systems in order to prevent the escape of dust from the contaminated control area. The control area shall be provided with protective covering of two layers of polyethylene sheeting over floors. Penetrations of the floor, walls, and ceiling shall be sealed with polyethylene sheeting and duct tape. Polyethylene sheeting shall be firmly attached to the structure. Joints shall be sealed with spray adhesive and duct tape. Openings shall be provided for the supply and exhaust of air for the negative air pressure system.

E. Engineering Controls.

When a control area requires the use of an airtight containment barrier, a negative air pressure system and a dewater system shall be used. Asbestos containing materials shall not be removed from the control area until the proper engineer controls and HEPA filtration systems are in place.

HEPA Filter Requirements. The negative air pressure system shall be equipped with approved HEPA filters per UL 586. Negative air pressure equipment shall be equipped with new HEPA filters, and shall be sufficient to maintain a minimum pressure differential of minus 0.02 inch of water column relative to adjacent, unsealed areas. Negative air pressure system minimum requirements are listed below.

a. The unit shall be capable of delivering its rated volume of air with a clean first stage filter; an intermediate filter and a primary HEPA filter in place.

b. The HEPA filter shall be certified as being capable of removing particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent.

c. The unit shall be capable of continuing to deliver no less than 70 percent of rated capacity when the HEPA filter is 70 percent full or measures 2.5 inches of water static pressure differential on a magnehelic gage.

d. The unit shall be equipped with a self recording manometer-type negative pressure differential monitor (Omni Guard III) with minor scale division of 0.02 inch of water and accuracy within plus or minus 1.0 percent. The manometer shall be calibrated daily as recommended by the manufacturer. Record manually manometer readings of the pressure differential between the control area and adjacent unsealed areas at the beginning of each workday and every 2 working hours thereafter.

e. The unit shall be equipped with a means for the operator to easily interpret the readings in terms of the volumetric flow rate of air per minute moving through the machine at any given moment.

f. The unit shall be equipped with an electronic mechanism that automatically shuts the machine off in the event of a filter breach or absence of a filter.

g. The unit shall be equipped with an audible horn that sounds an alarm when the machine has shut itself off.

h. The unit shall be equipped with an automatic safety mechanism that prevents a worker from improperly inserting the main HEPA filter.

i. The unit shall be ducted through the containment barrier wall to the outside of the work area. The unit shall not be exhausted into any work area.

Number of Units Required. The air within the containment barrier shall be changed at least once every 15 minutes by a continuously operating negative air pressure system, until the control area barrier is removed. Filters shall be replaced as necessary to maintain the efficiency of the system. A back-up unit shall be maintained onsite.

Auxiliary Generator. An auxiliary generator (Honda) shall be provided with a capacity adequate to power a minimum of 50 percent of the negative air machines at any time during the work. When power fails, the generator controls shall automatically start the generator and switch the negative air pressure system machines to generator power. The generator shall not present a carbon monoxide hazard to workers.

Local HVAC Systems. The building heating, ventilating, and air conditioning (HVAC) system shall not be used as the negative air pressure system for the control area.

Discontinuing Negative Air Pressure System. The negative air pressure system shall not be shut down during abatement work unless authorized by the Contracting Officer. At the completion of the abatement and disposal project, units shall be run until full cleanup has been completed and clearance samples have been collected, analyzed, and have passed final clearance testing requirements. Dismantling of the negative air pressure systems shall conform to the written decontamination procedures. Prefilters shall be removed and properly disposed of, and the intake to the machines shall be sealed with polyethylene to prevent environmental contamination.

10. Worker Exposure Assessment Procedures.

Abatement work being conducted within a control area shall be stopped if the daily air monitoring results exceed the action level of 0.10 fibers/cc over a TWA of 8 hours. The Contractor will immediately notify the Contracting Officer. The Contractor will correct containment and/or work practices to mitigate the problem. Removal work shall resume when the Contracting Officer gives approval.

11. Work Practice controls.

All removal operations will be conducted using OSHA and EPA guidelines for the removal of Asbestos. These controls will include employee training, medical surveillance, work area containment procedures, and engineering controls as described in other sections of this plans.

12. Housekeeping.

According to the EPA Guidelines, "A thorough cleanup of the entire area under active abatement should occur daily during the entire abatement process. This daily cleanup should consist of the following:

A. Large Debris

Large demolition-type debris (e.g., doors, windows, trim, panels, pipes,) will be wrapped in 6-mil plastic or placed in 6-mil bags (Doubled), sealed with tape, and moved to the area designated for trash storage on the property. Contaminated debris should never be stored outside while awaiting removal/disposal. Consequently, an area inside the work area must be designated as a temporary storage area.

B. Small Debris

Small debris should be HEPA vacuumed up, collected, and disposed of properly. The vacuumed debris should be placed in double 6-mil plastic bags, properly sealed, and moved to the designated storage area. Care should be taken not to overload bags, which otherwise may rupture or puncture during handling and transport.

13. Hygiene facilities and practices.

A. Each worker or authorized visitor shall, upon entering the job site; put on a respirator when applicable and clean protective clothing before entering the Equipment Room, Shower Room, access area or the work area. (Authorized visitors who have been properly trained shall be issued appropriate protective clothing and respirators).

B. Decontamination: Each worker or authorized visitor shall, each time he leaves the work area: remove gross contamination from clothing before leaving the work area; proceed to the Equipment Room and vacuum all clothing and remove while placing clothing in proper container; while still wearing the respirator proceed to the Wash Room with shower and hot water, clean the outside of the respirator with water and wash; remove filters and wet them and

dispose of filters in the container provided for the purpose; and wash and rinse the inside of the respirator.

C. Following washing and drying off, each worker or authorized visitor shall proceed directly to the Clean Room and dress in street clothes at the end of each day's work or in coveralls before eating, smoking, drinking, or re-entering the work area. Workers will be provided with a safe storage container for personal items and clothing.

D. Workers or authorized visitors shall not eat, smoke, use tobacco, and chew gum or other substances while in the work area.

E. Before-re-entering the work area from the Clean Room, each worker or authorized visitor shall put on a clean respirator and shall dress in clean protective clothing.

F. Contaminated work footwear shall be stored in the Equipment Room when not in use in the work area. Upon completion of abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out, using soap and water, before removing from work area or from equipment and access area. Store contaminated equipment in the Equipment Room for reuse or place in receptacles for disposal with other asbestos contaminated materials.

G. Workers removing waste containers from the equipment decontamination enclosure shall enter the washroom from outside wearing a respirator and dressed in clean coveralls. No worker shall use this system as a means to leave or enter the work area.

H. If a female is required to enter or exit the work area all necessary provisions will be taken to ensure her privacy throughout the decontamination process.

A. PERSONNEL DECONTAMINATION FACILITIES (PDF)

1. A PDF consisting of a serial arrangement of change room, washroom and equipment room will be provided adequately sized to accommodate the number of employees scheduled for the project. The PDF will be constructed of opaque or colored flame-resistant polyethylene for privacy. The PDF will not allow for parallel route of exit without washing.

2. Changing room of PDF: The changing room of the PDF will be physically and visually separated from the rest of the building for the purpose of workers changing into protective clothing or dressing into street clothing. Six (6) mil minimum thickness polyethylene sheeting will be used to provide an airtight room, with a minimum of two, three-foot wide flapped doorways constructed from sheet polyethylene. One doorway shall be from outside and one from the shower. The floor of this room shall remain dry and clean at all times. In this room an adequate supply of disposable protective clothing will be provided. All persons will be required to dress in disposable or recyclable protective clothes, and respiratory protection equipment. (Note: All employees will have secure containers of storage of personal items in the clean room and work room.) If a female is required to enter or exit the work area, all necessary provisions will be made to ensure her privacy throughout the decontamination process.

3. Wash room of PDF: The washroom of the PDF will have a shower with hot/cold water, and filtration for water disposal. Hand towels will be provided for drying. All water will be placed in bags for disposal.

4. Equipment Room of PDF: The Equipment Room shall have a curtained doorway to the work area and an air lock to the washroom. The Equipment Room shall be of sufficient size to accommodate at least one worker, allowing him enough room to remove his protective clothing and footwear, and a 6-mil disposal bag in an impermeable container and any other equipment, which the abatement contractor wishes to store when not in use. The Equipment Room shall conform to the requirements of applicable regulations.

5. Clean Room: The Clean Room shall have an air lock into the Wash Room, and a door leading to an uncontaminated area. This door shall constitute the only entry/exit to and from the work area. The Clean Room shall provide sufficient space for storage of the worker's street clothes, towels and other non-contaminated items.

14. Medical surveillance, including medical removal protection

All employees who are involved in abatement work have received medical examinations and will receive continued medical surveillance, including biological monitoring, as required by 29 CFR 1926 Section .1101 and by the state and local regulations pertaining to such work. Medical examinations have been provided and the results are included for each worker in the submittal package.

15. Sampling, Testing and analytical methods.

The supervisor shall be responsible for directing personal and environmental air monitoring.

Personal monitoring during the work shift shall be in accordance with 29 CFR 1926 Section .1101.

16. Allowance

1. Contractor is to include in their bid unit prices for possible unforeseen asbestos containing materials.
2. Unit Prices:
 - a. Floor tile/mastic _____/SF based on 1000 SF
 - b. Pipe Fittings _____/ea.
 - c. Pipe Insulation _____/LF
 - d. Transite Panels _____/each
 - e. Spray Applied Textured ceiling _____/SF

17. Submittals

1. Asbestos Abatement P(Plan should include the following)
 - a. Detail procedures for removal of friable and non-friable asbestos containing materials.
 - b. Copy of Alabama Asbestos Contractors license.
 - c. Copy of all workers certifications.
 - d. Copy of asbestos notification for Alabama Department of Environmental Management.
 - e. Sequence of asbestos abatement work, with starting and end dates.
2. Landfill records: Be prepared to provide all receipts of acceptance of hazardous and non-hazardous waste from an EPA licensed landfill.

18. Quality Assurance

1. Regulatory Requirements
 - a. Obtain all necessary city permits.
 - b. Comply with all governing EPA notifications.
 - c. Comply with hauling and disposal regulations of authorities having jurisdiction.
2. Pre-Abatement meeting:
 - a. Review asbestos abatement procedures and schedule to verify availability of abatement personnel, equipment and facilities needed to make progress with no delay.
3. Asbestos Testing
 - a. Asbestos abatement contractor will be responsible for performing OSHA testing for his employees. A copy of test results will need to be included in the close-out documents.
 - b. Owner's representative will perform a visual inspection of asbestos abatement areas.

Note: Since these apartments are to be demolished and the asbestos containing material is non-friable, no re-occupancy final air clearance will be necessary.

19. Close-out Documents

1. Copy of waste manifests.
2. Copy of air monitoring.

SECTION 02110 SITE CLEARING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Extent of site clearing is shown on the drawings.
- B. Site clearing includes, but is not limited to:
 - 1. Removal of trees and other vegetation.
 - 2. Removal of sidewalks, concrete curb, asphalt paving, and concrete paving down to subgrade within the boundary of the site.
 - 3. Clearing and grubbing.
 - 4. Adjustment of grades of manholes and valves.

1.2 RELATED SECTIONS

- A. Section 02060 - Demolition: Demolition of existing building.

1.3 SUBMITTAL

- A. Schedule: Submit proposed methods and scheduling of demolition and site clearing to Architect for review prior to start of work. Include in schedule coordination for shut-off, capping and continuation of utility services as required and maintenance of vehicular access to other parts of the site.
- B. Sequence of demolition and site clearing shall conform to schedule approved by Architect.

1.4 JOB CONDITIONS

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from local school authorities.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place. If damaged, restore damaged improvements to their original condition.
- C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation as noted.
- D. Salvageable Improvements: Carefully remove only items indicated to be salvaged and store on Owner's premises where indicated or directed.
- E. Protect existing utility service from damage. Location of existing utilities shall be verified by Contractor prior to commencing work.
 - 1. Do not interrupt existing utilities serving occupied or used facilities except when authorized in writing by Owner. Provide temporary services during interruptions to existing utilities, as acceptable to Owner.
- F. Protections: Ensure safe passage of persons around area of demolition and site clearing. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

PART 2 - PRODUCTS (Not Used.)

PART 3 - EXECUTION

3.1 SITE CLEARING

- A. General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out

- stumps and roots.
- B. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.
 - C. Clearing and Grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.
 - 1. Completely remove stumps, roots, and other debris protruding through ground surface.
 - 2. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
 - 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - 4. Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.
 - D. Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction and other work as indicated.
 - 1. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations.
 - 2. Remove existing site improvements to sufficient depth to permit installation of paving as detailed.
- 3.2 DISPOSAL OF WASTE MATERIALS
- A. Burning is not permitted on Owner's property.
 - B. Remove waste materials and unsuitable and excess topsoil from Owner's property and dispose of offsite in legal manner.
- 3.3 EXPLOSIVES
- A. Explosives shall not be used.

END OF SECTION 02110

**SECTION 02125
SITE PROTECTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, Conditions of Contract, and Division 1 Specification Sections apply to this Section.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section includes the protection and preservation from injury or defacement of all vegetation and objects designated to remain, and the prevention to silts and increased runoff leaving the site during or after site development.
- B. The Contractor is solely responsible for controlling runoff and siltation from the site and onto protected areas of the site. Means and methods described herein are the minimum acceptable. The Contractor shall provide intermediate control methods on his behalf for efficient erosion control.
- C. The Work of this Section is incidental to the Contract and will not be paid for separately except where unit prices may be in effect.
- D. Refer to Paragraph 3.03 for protection and maintenance of sedimentation and erosion control devices.
- E. Contractor shall be responsible for obtaining and paying cost of Bonds and Fees.

1.3 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. General:
 - a. State of Alabama standards apply to this project.
 - b. Listings: Issues listed by reference, including revision of issuing authority, from part of this specification section to extent indicated. Issues listed are identified by number, edition, date, title, or other designation established by issuing authority. Issues subsequently referred to are referred to by an issuing authority abbreviation and a basic designation.
 - 2. Alabama Highway Department (AHD), Standard Specifications for Highway Construction, 1989 Edition: Section 665, Hay bales and Silt Fencing; Section 871, Fencing materials, specifically and other applicable Sections as required.
 - 3. Best Management Practices for Controlling Sediment and Erosion as prescribed by ADEM.
 - 4. Local Codes, Ordinances, Regulations.
- B. Pre-construction Meeting: Before proceeding with site clearing operations, review site features to remain and be protected at the site with Owner and Architect.
- C. Tree Damages:
 - 1. If any trees to be saved are severely injured so as to cause a loss of natural character to the crown, or so as to impair the life support system or to cause death as a result of construction operation, the Contractor agrees to pay fifty dollars (50.00) per one inch (1") in caliper and larger, as fixed and liquidated damages, as determined by the Architect.
 - 2. Severely damaged trees requiring liquidated damages will be determined by the Engineer.
 - 3. Damaged trees which are repairable as determined by the Engineer shall be repaired by a qualified tree surgeon, approved by the Owner and whose services will be at the Contractor's expense.
 - 4. Clean-up and repair damages to Owner's satisfaction.
- D. Site Damage:
 - 1. If any protection materials or measures are dismantled, removed or altered, even temporarily, or if areas of the site designated to remain are utilized in any manner without the Architect's written authorization, the Contractor agrees to pay the Owner

five hundred dollars (\$500.00) per infraction, as determined by the Engineer, as fixed and liquidated damages.

PART 2 - PRODUCTS

2.1 PRODUCT/MATERIAL DESCRIPTION

- A. Limits of clearing:
 - 1. Plastic flagging tape ten feet (10') on center along boundary of all areas to be cleared.
 - 2. Place and maintain at Limits of Clearing as shown or directed by the Architect.
- B. Hay Bales and Silt Fencing:
 - 1. In accordance with AHD Section 665.
 - 2. Install at perimeter of clearing and grading operations where shown on Drawings and prescribed by ADEM, as part of temporary erosion control and site protection.
- C. Tree Wound Dressing:
 - 1. Black asphalt-based antiseptic paint; waterproof, antiseptic, adhesive elastic, free of kerosene, coal-tar, creosote, and other substances harmful to plants.
 - 2. Acceptable Product(s):
 - a. Manufacturer: Walter W. Clark & Son, Orange, CT. Product: Tree Kote.
 - b. Manufacturer: Chevron Chemical Company, Ortho Division Product: Ortho Pruning Paint Sealer.
 - c. Or equal, as approved.

PART 3 - EXECUTION

3.1 JOB CONDITIONS

- A. It is intended that the part of the property on which demolition does not occur remain undisturbed and as is. This includes, but is not limited to, all areas outside the Limits of Clearing.
- B. Confine storage of materials, temporary facilities, and staging to areas approved by the Owner and Architect.
- C. Do not carry on demolition operations within five feet (5') of tree protection fencing or flagging for Limits of Clearing.

3.2 TREE PROTECTION

- A. Protect all trees, vegetation, streams, drainage ways to be preserved against damage during construction operations by:
 - 1. Installation of 2" X 4" X 6'-0" wood stakes (driven 2' -0" into the ground) and 1" X 6" railings attached to stakes enclosing object to be protected, all painted white. Limits as shown on drawings or as directed.
 - 2. Installation of hay bales or silt fencing to protect vegetation to remain from siltation, as shown on drawings or as directed.
 - 3. Save major trees in area of fill by the installation of tree wells, if located on the Drawings. Install additional tree wells not shown on Drawings, if determined necessary by the owner.
- B. Place tree protection before clearing, topsoil stripping, grading, or excavation is begun. Limits of clearing in areas not protected by fencing shall be flagged at ten feet (10') on center.
- C. Maintain tree protection and flagging in good repair for the duration of the construction operation, or be removed completely if directed by the Engineer.
- D. All temporary tree protection materials shall remain in place at the end of construction operation, or be removed completely if directed by the Architect.
- E. Protect Root Systems:
 - 1. The Contractor shall confine his operations, storage material, construction, trailers, etc., within the Limits of Clearing lines. See Paragraph 3.1 (C).
 - 2. Protect tree roots (area under tree canopy) from damage due to noxious materials in solution caused by run-off or spillage during mixing and placement of construction materials, or drainage from stored materials.

3. Protect from flooding or excessive wetting.
- F. Watering: In case of extreme drought during construction provide water to specimen trees or groups of trees as determined by the Engineer.
Dust Control: Take necessary measures to prevent accumulation of dust on existing vegetation as a result of construction traffic and operations as required by the Owner.
- G. Earthwork around trees:
 1. Maintain existing grade within drip line of trees unless otherwise indicated; where necessary next to new construction, limit earthwork around trees as much as possible.
 2. Where trenching for utilities is required within drip line, advise the Engineer before proceeding. Where roots are pruned, cut sharply and cleanly (do not chop or break) and seal with approved wood dressing.
 3. Do not allow exposed roots to dry out before permanent fill is placed; provide temporary cover, or pack with peat moss and wrap with burlap; keep moist.
- H. Repair of Damaged Trees:
 1. Repair trees damaged by construction operations promptly after damage occurs and in a manner acceptable to the Architect.
 2. Keep a supply of approved wound dressing at the site for immediate application in case of injury.

3.3 SEDIMENTATION AND EROSION CONTROL

- A. Contractor is required to obtain any and all permits required for the work to be performed and shall comply with all requirements of ADEM.
- B. Control and abate water pollution and erosion at its potential source; employ downstream sediment entrapment measures as a backup to primary control at the source.
- C. Take all reasonable precautions to prevent and suppress fires and other contamination by siltation or other harmful materials, which may be caused by construction operations.
- D. The Contractor, his employees and subcontractors shall use conservation practices during the work, which shall include but are not limited to the following:
 1. Comply with all State and local laws, rules and regulations.
 2. Protect and preserve soil and vegetation cover on the property and on adjacent lands. Any disturbance of soil and vegetation cover outside the Limits of Clearing line will not be permitted under any circumstances.
 3. Prevent and control soil erosion and gulleying within the property covered by the Contract and the lands immediately adjacent thereto as a result of construction.
 4. Plan and conduct construction operations in such a manner so as to prevent pollution of streams, lakes and reservoirs with sediment or other harmful materials used in the construction of the project.
 5. Do not deposit waste, loose soil or other materials in live streams, swales or drainage ways.
 6. Do not operate mechanized equipment in live streams or stream channels.
 7. Do not allow fuels, oils, bitumen or other greasy or chemical substances originating from construction operations to enter or be placed where they may enter a live stream or drainage way. Service and repair equipment in selected areas as far as possible from streams.
 8. Coordinate sedimentation and erosion control measures with the clearing and grubbing operation so both activities occur in the correct relation to one another. See Earthwork section.
 9. Install and maintain sedimentation and erosion control measures (both temporary and permanent) as a continuing program until the site work is complete. This includes, but is not limited to repairs, damage from storms, regular maintenance, removal and disposal of accumulated silt.
 10. Protect downstream properties.

END OF SECTION 02125

SECTION 02930
LAWNS AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section pertains to all references given in the Contract Documents to topsoil and grassing.
- B. Types of work required include following:
 - 1. Fine grading and preparing of lawn areas.
 - 2. Furnishing and applying new topsoil.
 - 3. Furnishing and applying fertilizers.
 - 4. Reworking areas as needed to provide proper site drainage.
- C. Refer to earthwork sections in this Division for requirements of general excavation, filling, and grading in areas to receive lawns and grasses.
- D. Topsoil for lawns and grasses is not available at site. Furnish topsoil as specified under "Materials."

1.3 SUBMITTALS

- A. Certification of Grass Seed: Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed for each grass seed species.
- B. Topsoil Analysis Report: Submit soil analysis report for proposed new topsoil.
 - 1. Before delivery of topsoil, furnish Architect a written statement giving location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown during the past 2 years.

1.4 JOB CONDITIONS

- A. Planting Time: Sow lawn seed only during normal planting seasons for each type of lawn work required. Correlate planting with specified maintenance periods to provide required maintenance from date of substantial completion.

1.5 SPECIAL PROJECT WARRANTY

- A. Warranty lawns and grasses through specified maintenance period and until final acceptance.

PART 2 – PRODUCTS

2.1 NEW TOPSOIL

- A. Provide topsoil that is fertile, friable, naturally loamy, surface soil; reasonably free of subsoil, clay lumps, brush, weeds, and other litter; and free of roots, stumps, stones larger than 2 inches in any dimension, and other extraneous or toxic matter harmful to plant growth.
- B. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at site of work. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

2.2 FERTILIZER

- A. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources, containing at least 4 percent phosphoric acid, at least 2 percent potassium, and percentage of nitrogen required to provide at least 1.0 lb. of actual nitrogen per 1,000 sq. ft. of lawn area. Provide nitrogen in form that will be available to the lawn during initial period of growth.

2.3 GRASS MATERIALS

- A. Grass Seed: Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed as specified. Seed to be "Common Bermuda".
- B. Antierosion Mulch: Provide clean, seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

PART 3 – EXECUTION

3.1 SOIL PREPARATION

- A. Limit preparation to areas that will be planted in immediate future.
- B. Loosen subgrade to a minimum depth of 4 inches. Remove stones bigger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter.
- C. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
- D. Mix soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of topsoil mixture within a few days. Either mix soil before spreading or apply soil amendments on surface of spread topsoil and mix thoroughly into topsoil before planting.
 - 1. Apply phosphoric acid fertilizer (other than that constituting a portion of complete fertilizers) directly to subgrade before tilling.
- E. Spread topsoil mixture to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement.
- F. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn and grass planting as follows: Till to a depth of at least 6 inches. Apply topsoil initial fertilizers as specified and mix thoroughly into top 4 inches of soil. Remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots, and other extraneous matter.
- G. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted within immediate future. Remove trash, debris, stones larger than 1-1/2 inches diameter, and other objects that may interfere with planting or maintenance operations.
- H. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry off before planting lawns. Do not create muddy soil.
- I. Restore prepared areas to specified condition if eroded or otherwise disturbed after fine grading and before planting.

3.2 SEEDING NEW LAWNS

- A. Sow seed with a spreader or a seeding machine. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
 - 2. Sow no less than the quantity of seed specified.
- B. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- C. Protect seeded areas against erosion by spreading specified lawn mulch within 24 hours after completion of seeding operations. Spread uniformly to form a continuous blanket at least 1 inch loose measurement over seeded areas. Spread by hand, blower, or other suitable equipment. Do not mound.

3.3 RECONDITIONING LAWNS

- A. Recondition existing lawn areas damaged by Contractor's operations including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.

- B. Provide fertilizer, seed or sod, and soil amendments as specified for new lawns and as required to provide satisfactorily reconditioned lawn. Provide new planting soil as required to fill low spots and meet new finish grades.
- C. Cultivate bare and compacted areas thoroughly to provide a good, deep planting bed.
- D. Remove diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations including oil drippings, stone, gravel, and other construction materials; replace with new topsoil.
- E. Water newly planted areas and keep moist until new grass is established.

3.4 PROTECTION

- A. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period until lawn is established.

3.5 MAINTENANCE

- A. Begin maintenance of lawns immediately after each area is planted and continue for the periods required to establish acceptable lawns, but no less than the following:
 - 1. Seeded lawns, at least 60 days, after date of substantial completion.
- B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- C. Remulch with new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement.
- D. Replant bare areas with same materials specified for lawns.
- E. Watering: Provide and maintain temporary piping, hoses and lawn watering equipment to convey water from sources and to keep lawn areas uniformly moist as required for proper growth.
- F. Lay out temporary lawn-watering system and arrange watering schedule to prevent puddling, water erosion, and displacement of seed or mulch (if any). Lay out temporary watering system to avoid necessity of walking over muddy or newly seeded areas.
- G. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted. Repeat mowing as required to maintain specified height. Remove no more than 40 percent of grass leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Time initial and subsequent mowings to maintain following grass height:
- H. Apply second fertilizer application after first mowing and when grass is dry.
 - 1. Use fertilizer that will provide at least 1.0 lb. of actual nitrogen per 1,000 sq. ft. of lawn area.

3.6 ACCEPTANCE

- A. When work is substantially completed, including maintenance, Architect will, upon request, make an inspection to determine acceptability.
 - 1. Lawn work may be inspected for acceptance in parts agreeable to Architect, provided work offered for inspection is complete, including maintenance.
- B. Replant rejected work and continue specified maintenance until reinspected by Architect and found to be acceptable.
- C. Seeded lawns will be acceptable provided requirements, including maintenance, have been met and healthy, uniform close stand of specified grass is established free of weeds, bare spots, and surface irregularities.

3.7 CLEANUP

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.

END OF SECTION 02930