



Pioneer Village Social Hall Renovation

#PV24-CF22-002

PROJECT MANUAL

April 17, 2024

ADDRESS:

375 Taybin Road NW
Salem, OR 97304

OWNER:

West Valley Housing Authority
204 SW Walnut Ave.
Dallas, OR 97338

ARCHITECT:

AC&CO Architecture | Community
1100 Liberty Street SE
STE 200
Salem, OR 97302

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Pioneer Village
Social Hall
Renovation

#PV24-CF22-002

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**INVITATION FOR BID
IFB # PV24-CF22-002**

The West Valley Housing Authority is currently soliciting sealed bids for **the remodel/modernization of the community social hall and lobby** of:

Pioneer Village Apartments
375 Taybin Road NW
Salem, OR 97304

Interested bidders may obtain bid documents by contacting Diane Omnes at 503-623-8387, Ext. 313, by emailing to domnes@wvpha.org, or from our website at www.wvpha.org. Technical questions regarding the project can be directed to Christian Edelblute at 503-623-8387, Ext. 314 or cedelblute@wvpha.org.

All interested parties are encouraged to attend a pre-proposal site meeting scheduled for 9:00AM on Thursday, April 25, 2024 at the project address listed above.

This project will be funded with federal funds and is subject to the Davis-Bacon and Related Acts (DBRA). Pursuant to the DBRA, the applicable prevailing wage rates must be paid to the respective trades employed in the performance of this work.

The **deadline to submit sealed bids** for the Pioneer Village Social Hall Renovation project is **3:00 PM, May 8, 2024** at the following address:

WEST VALLEY HOUSING AUTHORITY (WVHA)
204 S.W. Walnut
Dallas, Oregon 97338
503-623-8387
Fax: 503-623-6907
cedelblute@wvpha.org

Section 3, small businesses, and minority or women-owned enterprises (MBWE) are encouraged to respond.

The **public opening of the sealed bids** will take place at the submission address listed above at **3:05 PM, May 8, 2024**.

The WVHA may reject any or all proposals and waive any informality in the award of this project, at its sole discretion, if it is determined to be in the best interest of the WVHA to do so.

PROJECT AGENDA OF EVENTS

Pioneer Village Social Hall Renovation

PV24-CF22-002

CONTRACTOR SOLICITATION / SELECTION PROCESS TIMELINE

PROJECT MANUAL COMPLETED	April 16, 2024
ADVERTISED (<i>Website, direct contact</i>)	April 17, 2024
PRE-PROPOSAL MEETING	April 25, 2024 at 9:00 AM
QUESTION/ANSWER CUT-OFF	May 1, 2024 at 4:30 PM
SUBMISSION OF SEALED BIDS	May 8, 2024 at 3:00 PM
PUBLIC BID OPENING / VERIFICATION	May 8, 2024 at 3:05 PM

CONTRACT AWARD / PROCESSION TIMELINE (Proposed)

AWARD LETTER	May 9, 2024
CONTRACT SIGNING-PRECONSTRUCTION	May 10, 2024
NOTICE TO PROCEED	May 13, 2024
WORK TO START	May 20, 2024
WORK TO BE COMPLETED BY	August 30, 2024

establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he/she will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" 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 which 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. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provision of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instruction to Bidders.

- 7. Bidder must pay the applicable, prevailing wage rates at the hourly rate listed, plus fringe benefits in an amount to equal or exceed the amount listed. If no fringe benefits are provided, the listed fringe amount must be added to the hourly rate to be paid on the project. Individuals working on this project must be paid weekly and the Contractor is required to submit weekly, certified payroll reports within seven (7) calendar days following the end of that payroll period.

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

DATE: _____, 2024

BY: _____
Signature (must sign)

Official Address

TITLE: _____
PHONE: _____
FAX: _____
EMAIL: _____

Bids without signature will not be considered



Housing Authority and Urban Renewal
Agency of Polk County

204 S.W. Walnut Avenue, Dallas, OR 97338

Phone (503) 623-8387 • Fax (503) 623-6907 • VRS (877) 326-3877

www.wvpha.org

NON-COLLUSIVE AFFIDAVIT

Project: Pioneer Village Social Hall Renovation

Project #: PV24-CF22-002

Location: 375 Taybin Road NW, Salem, OR 97304

State of _____

County of _____

_____, being first duly sworn, deposes
and says:

That he/she is _____

(Individual, partner, or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication of conference, with any person, to fix the bid prices of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the West Valley Housing Authority (Housing Authority and Urban Renewal Agency of Polk County) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

That I have examined and carefully prepared this proposal from the specifications and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

That following this affidavit is a full and complete list of all subcontractors and the class of work to be performed by each, which the bidder proposes to use.

Company Name

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Signature

My Commission Expires

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

Contracting Officer check if following paragraph is applicable

(d) Non-collusive affidavit.

(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.

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)

BID BOND

(Offerors are required to submit a bid guarantee equivalent to 5% of the bid price.)

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

_____ (Name of Principal)

as PRINCIPAL, and

_____, as SURETY
(Name of Surety)

are held and firmly bound unto the West Valley Housing Authority (WVHA), hereinafter called the "WVHA", in the penal sum of \$ _____

_____ Dollars,
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal as submitted the accompanying bid, dated _____, 20____, for _____ NOW,

THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the WVHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay to WVHA the difference between the amount specified in said bid and shall pay the WVHA the difference between the amount specified in said bid and the amount for which the WVHA may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Business address) (SEAL)

Attest:

(Corporate Principal) (SEAL)

(Business address) (SEAL)

By _____
Affix Corporate Seal

Attest:

(Corporate Surety) (SEAL)

(Business address) (SEAL)

By _____
Affix Corporate Seal

(POWER-OR-ATTORNEY FOR PERSON SIGNING FOR SURETY COMPANY MUST BE ATTACHED TO BOND).

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

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:

Christian Edelblute Executive Director West Valley Housing Authority PO Box 467 Dallas, OR 97338 Telephone: 503-623-8387, Ext. 314 E-Mail: cedelblute@wvpha.org

(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 \$75,000)

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

(1) a performance and payment bond in a penal sum of 100 percent of the contract price.

(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 may 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.

Pioneer Village Social Hall Renovation

PV24-CF22-002

Bureau of Labor and Industry (BOLI) Project Requirements

If the total cost of this project is over \$50,000, this project is consider a “dual” project with HUD and BOLI and the following BOLI wage rate laws are required for the contractor and subcontractor as part of this project and contract in addition to the standard form of contract:

- If the Contractor fails to pay for labor and services, the PHA can pay for them and withhold these amounts from payments to the contractor ORS 279C.515; OAR 839-025-0020(2) (a). The Contractor and all subcontractors must pay daily, weekly, weekend and holiday overtime as required ORS 279C.520; OAR 839-025-0020(2)(b).
- The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work OAR 839-025-0020(2)(c).
- The Contractor/Subcontractors must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker’s wages ORS 279C.530; OAR 839-025-002(2)(c).
- All workers must be paid weekly, and payroll/certified statement forms (on the provided BOLI/HUD WH38 form) must be submitted weekly using the approved project wage rates.
- **If the project is over \$100,000**, the Contractor must have a Public Works Bond filed with the Construction Contractor’s Board before starting work on this project ORS 279C.830(3)(a).
- **If the project is over \$100,000**, The Contractor is required to include in every subcontract, a provision requiring the subcontractor to have a Public Works Bond filed with the Construction Contractor’s Board before starting work on the project ORS 279C.830(3)(b).

Special Bidding Instructions for Section 3 Requirements

Section 3 of the Housing and Urban Development Act of 1968, as amended (as implemented at 24 CFR Part 135), requires that Housing Authorities and Agencies receiving HUD funding, to the greatest extent feasible, direct that funding to businesses that provide economic opportunities to low- and very low-income persons. Therefore, all prospective bidders are advised that:

- (a) Any qualified business may submit a bid for the proposed contract.
- (b) Award of any contract under this request for bids shall be made to the qualified, responsible Section 3 business with the highest preference category ranging (see chart below) and the lowest responsive bid within that category, if:
 - (1) That bid is within the total estimated budget amount for the proposed contract, and
 - (2) The bid is no more than the lesser of the percentage or dollar amount shown below of the lowest responsive bid from any (i.e., non-section 3 business) qualified responsible bidder:

Lowest responsive bid	< \$100,000	10% of that bid or \$9,000
Lowest responsive bid is:		
at least \$100,000, but less than \$200,000		9% or \$16,000
at least \$200,000, but less than \$300,000		8% or \$21,000
at least \$300,000, but less than \$400,000		7% or \$24,000
at least \$400,000, but less than \$500,000		6% or \$25,000
at least \$500,000, but less than \$1 million		5% or \$40,000
at least \$1 million, but less than \$2 million		4% or \$60,000
at least \$2 million, but less than \$3 million		3% or \$80,000
at least \$4 million, but less than \$7 million		2% or \$105,000
\$7 million or more		1 ½% of the lowest responsive bid with no dollar limit

- (c) If no responsive bid by a Section 3 business meets the requirements of paragraph (b) above, the contract shall be awarded to the responsible bidder with the lowest responsive bid.
- (d) All bidders are advised that the successful bidder must submit a Section 3 strategy describing how the bidder plans to comply with the Section 3 [] training and employment preference, or [] contracting preference, or [] both before award of any contract. The Section 3 strategy shall be submitted within ten (10) days of notification as the successful bidder. Failure to submit an acceptable strategy by the date required shall result in the rejection of the bid.
- (e) Bidders are advised of the following numerical goals which have been set by HUD for contractors and subcontractors:

(1) Employment

Ten (10) percent of the aggregate number of offeror's new hires for the one-year period beginning October 1, 1994 shall be Section 3 residents.

Twenty (20) percent of the aggregate number of the offeror's new hires for the one-year period beginning October 1, 1995 shall be Section 3 residents.

Thirty (30) percent of the aggregate number of the offeror's new hires for the one-year period beginning October 1, 1996, and every year thereafter shall be Section 3 residents.

NOTE: A "Section 3 resident" means: (1) a public housing resident; or nonmetropolitan county in which this contract will be performed, and who is a *low-income* or *very low-income* person.

(2) Subcontracting

At least ten (10) percent of the total dollar amount of the proposed contract if the contract is for building trades work for maintenance, repair, modernization or development.

At least three (3) percent of the total dollar amount of all other contracts.

NOTE: The successful bidder must commit to these numerical goals.

(f) Section 3 Business Preference Ranking Categories.

The following are in descending order of priority:

Category 1 Business – 51% or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended, or whose full-time, permanent workforce includes 30% of such residents as employees

Category 2 Business – 51% or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3-covered funding, or whose full-time permanent workforce includes 30% of such residents as employees.

Category 3 Business – HUD Youthbuild programs being carried out in the metropolitan area, or nonmetropolitan county, in which the Section 3-covered funding is expended.

Category 4 Business – 51% or more owned by Section 3 residents, or whose full-time, permanent workforce includes no less than 30% Section 3 residents; or that subcontract in excess of 15% of the total amount of subcontracts to Category 1 or 2 businesses.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. SECTION 3 REQUIREMENTS:

The conditions of the General Conditions of the Contract for Construction, and the Special Bidding Instructions for Section 3 requirements (Attachment 1b) apply to this contract. Although any qualified bidder may submit a bid for this contract, preference is given to Section 3 contractors. Bidders claiming Section 3 status must initial the appropriate area on the Bid Form. Within 30 days of contract award, the form, STEPS TO COMPLY WITH SECTION 3 FOR WEST VALLEY HOUSING AUTHORITY form must be submitted to the owner. Ways to find Section 3 residents include:

- a. Flyers (unemployment office, union hall, food stamp office, AFS office)
- b. Posters (posted at jobsite and at all developments)
- c. Meetings in public housing developments
- d. Media advertising
- e. Employment agencies

For the sake of this contract, a "Section 3 Resident" is: (a) a public housing resident; or (b) an individual whose total household income does not exceed those shown below.

<u>Persons In Household</u>	<u>Income</u>	<u>Persons In Household</u>	<u>Income</u>
1	\$51,150	6	\$84,750
2	\$58,450	7	\$90,600
3	\$65,750	8	\$96,450
4	\$73,050		
5	\$78,900		

2. INSURANCE REQUIREMENTS:

To prevent any misunderstandings regarding insurance requirements for this project, it is strongly recommended that bidders provide a copy of the Instructions to Bidders for Completing, Executing, and Submitting Evidence of Insurance to the Housing Authority to their insurance agent(s) or broker(s) along with the Special Conditions section, Insurance and Indemnification Requirements for Building Trades Contractors early in the bid process.

3. PRODUCT SUBSTITUTIONS PRIOR TO BID:

The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Product substitution requests should be made prior to bid, a product substitutions after bid is restricted. No substitution of a proposed equal product will be considered prior to receipt of bids unless written request for approval has been received prior to the date for receipt of bids on the Substitution Request Form (Attachment 3). Each such request shall include the name of the materials or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, test and performance data and any other information necessary for evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. **If any proposed substitution is approved prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.**

"General Decision Number: OR20240018 02/02/2024

Superseded General Decision Number: OR20230018

State: Oregon

Construction Type: Residential

County: Polk County in Oregon.

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)(1).

<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 \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<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 \$12.90 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 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

2 01/26/2024
3 02/02/2024

BROR0001-013 06/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 28.84	10.72

CARP1503-003 07/01/2022

	Rates	Fringes
Carpenters:		
Multi Unit.....	\$ 34.13	13.81
Single Unit.....	\$ 31.42	13.81

ELEC0280-008 01/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 39.46	19.36

* ENGI0701-019 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 56.66	16.90
GROUP 1A.....	\$ 58.82	16.90
GROUP 1B.....	\$ 60.98	16.90
GROUP 2.....	\$ 54.75	16.90
GROUP 3.....	\$ 53.60	16.90
GROUP 4.....	\$ 50.27	16.90
GROUP 5.....	\$ 49.03	16.90
GROUP 6.....	\$ 45.81	16.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Rubber tired scraper with tandem scrapers, multi-engine

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons

through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/ EXCAVATOR-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: TRACKHOE/EXCAVATORS-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt); Oiler

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

LAB00737-006 06/01/2023

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 41.29	16.80

LAB00737-010 06/01/2023

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 37.41	16.80
GROUP 3.....	\$ 31.39	16.80

LABORER CLASSIFICATIONS:

GROUP 2: Grade Checker; Pipelayers

GROUP 3: Traffic Flaggers

PAIN0010-002 07/01/2022

	Rates	Fringes
Painters:		
BRUSH, ROLLER AND SPRAY.....	\$ 30.72	14.04

PLUM0290-004 04/01/2017

	Rates	Fringes
Plumbers.....	\$ 30.67	27.03

* SUOR2009-016 10/16/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 16.44 **	7.14
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.18	7.40
ROOFER.....	\$ 12.00 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.91 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.00 **	5.95

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 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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 DECISION"

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. 01/31/2014)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

- basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
 - (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
 - (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- _____
Name:
- _____
Title:
- _____
Date:
- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
 - (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

28. Contract Modifications

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

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

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

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for 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 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.

SPECIAL CONDITIONS

1. West Valley Housing Authority (WVHA) requires that all contractors and all subcontractors provide the following documentation with each project awarded:
 - ✓ IRS Form W-9: Request for Taxpayer Identification Number
 - ✓ Copy of State of Oregon Construction Contractors Board Registration
 - ✓ Signed copy of Contractor Summary of Civil Rights and Equal Opportunity Laws
 - ✓ Contractors are required to submit an originally executed Contractor's Statement Regarding Subcontracts Also, if any subcontracts will be let, the form Contractor/Subcontractor Contract Agreement must be properly executed, and a copy returned to the WVHA
 - ✓ A construction schedule and Schedule of Values will be submitted before the Notice to Proceed is considered accepted and in force.

These forms will be provided by WVHA.

A "Notice to Proceed" will not be issued until the above requirements along with proper insurance endorsements and, for projects 75,000.00 and greater, the Performance Payment Bond and any other bonds are received. Any additional documentation requirements will be noted in the Award Letter.

2. Contractor identifies schedule of payments on form *HUD-51000, Schedule of Amounts for Contract Payments*. Requests for monthly progress payments will be made on form *HUD-51001, Periodic Estimate for Partial Payment*. If requesting payment for stored materials, fill out and submit forms *HUD-51003, Schedule of Materials Stored* and *HUD-51004, Summary of Materials Stored*. If there have been any changes made, fill out and submit forms *HUD-51002, Schedule of Change Orders*.

Further, if the project requires Davis Bacon Wage Rates (not HUD determined wage rates) or if the project is over 50,000 (regardless of type of wage rate used) all contractors and all subcontractors are required to submit weekly payroll reports on Form WH-38 with original signatures to WVHA. All weekly payroll reports will have Sunday as the first day of the week and Saturday as the last day of the week. Please note that submission of these reports must be current before any payments on the contract will be made.

PA~~Y~~MENT PROCEDURES

- A. Approved progress payments may be made on or about the 11th of each month contingent upon the following:
 1. Payment will be made for work completed through the end of the previous month. The percentage of completion will be as determined by the owner's representative and approved by the Contracting Officer.
 2. Payments will not be made for contractors/subcontractors whose payrolls are not current and complete through the third week of the month for which payment is requested.

3. Payment may be withheld for lack of current contractor board registration, lapsed insurance, or any other administrative or contract deficiencies as determined by the contracting officer.

B. Final payment will be made upon completion of all work including any closeout requirements. The contractor must complete, have notarized and submit the *Contractor's Release and Certification Form*, along with the final payment request.

3. **C** □□□□□□□□ □□□□□□□□

See *Insurance Requirements for Building Trades Contractors*. In order to comply with HUD's requirement that Housing Authorities not assume the liability of contractors or their subcontractors, and in the exercise of responsible risk management, certificates of insurance shall be required in order to protect the WVHA. Prior to the beginning of any work under this contract, an authorized representative of each successful bidder's insurers shall submit certificates of insurance with endorsements naming West Valley Housing Authority as Additional Insured on their General Liability, Automobile and Worker's Compensation policies. Subcontractors must submit proof of insurance with minimum property damage and bodily injury amounts of 1,000,000.00. Insurance offered to indemnify West Valley Housing Authority shall be provided by insurers rated by the A. M. Best Company with a rating of not less than B+ VI. If the coverages offered are on a Claims Made form, the insurer shall provide an extended five-year reporting period to the Additional Insured. All such insurance shall be primary, and shall not be contributing with any insurance of self-insurance maintained by WVHA and shall not require contribution by any insurance of self-insurance maintained by WVHA on any basis, pro rata, or otherwise. The policy to which the Additional Insured endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. The policy to which the Additional Insured endorsement is attached shall not be subject to change in coverage, reduction of limits or non-renewal except after written notice of not less than thirty (30) days given to the designated WVHA official by certified mail, return receipt requested prior to the effective date thereof. WVHA has provided its *Instructions to Bidders* which contain other insurance clauses required under this contract. ISO Endorsements or others will be acceptable provided they contain the same clauses and protection.

4. **P** □□□□□ □□□□ **P** □□□ □□□□ **B** □□□□

Performance/payment bonds (required on all projects 75,000 and greater) must cover the entire period of contract performance including any warranty period. The contractor is responsible for obtaining and payment of all bonds required on the projects.

Instructions to Bidders for Completing, Executing, and Submitting Evidence of Insurance to the Housing Authority

Insured Date
(Contractor, Lessee, Permittee, etc.)

Agreement/Reference No.

A. Insured (Contractor, Vendor, or Tenant)

1 In order to reduce problems and time delays in providing evidence of insurance to West Valley Housing Authority (WVHA), you are requested to give your insurance agent or broker a copy of the Insurance and Indemnification Requirements for Building Trades Contractors.

2 If the agreement requires Worker's Compensation coverage and you have been authorized by the State to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State.

3 All questions relating to insurance should be directed to the Housing Authority department or office responsible for your contract, lease, permit, or other agreement.

6. The coverages and limits for each type of insurance are specified on the attached insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.

7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the Housing Authority requirements.

8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.

9. When additional sheets are attached, change the number of pages at the bottom of the form to so indicate.

10. Completed Endorsement(s) including cancellation notices and questions relating to the required insurance are to be directed to:

Christian Edelblute
204 SW Walnut
Dallas, OR 97338

B. Insurance Agent or Broker

1 The appropriate Endorsement Form shall be submitted. Certificates of Insurance alone will not be accepted by West Valley Housing Authority.

2 More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit must be submitted.

3 You shall have an authorized representative of the insurance company sign the completed endorsement forms and note his/her telephone number at the bottom of page two and have said representative transmit the forms to WVHA.

4 The name of the insurance company underwriting the coverage and its address shall be noted on the endorsement form.

5 The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either the specific WVHA contract number, lease number, permit number or construction approval number.

11. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.

12. Delay in submitting properly completed endorsement forms may delay your insured's intended occupancy or operation under agreement with WVHA.

13. For extensions or renewals on insurance policies which have been accepted by WVHA, WVHA will accept a copy of the endorsement (*with the original signature*) to extend the period of coverage as evidence of continued coverage.

INSURANCE REQUIREMENTS FOR BUILDING TRADES CONTRACTORS
(WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance Coverage shall be at least as broad as:

- 1 Insurance Services Office Commercial General Liability coverage (*occurrence Form CG-00011188*).
- 2 Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (*any auto*).
- 3 Workers' Compensation insurance as required by State law and Employer's Liability Insurance.
- 4 Course of Construction insurance covering for all risks of loss (in compliance with HUD regulations).

Minimum Limits of Insurance Contractor shall maintain limits no less than:

- 1 General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 4 Course of Construction: Completed value of the project.

Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by West Valley Housing Authority (WVHA). At the option of WVHA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WVHA, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to WVHA guaranteeing payment of losses and related investigations, claim administration and defense expenses. NOTE: If this contract deals with hazardous materials or activities (*i.e. lead based paint, asbestos, armed security guards*) additional provisions covering those exposures must be included in order to protect WVHA's interests.

Other Insurance Provisions The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1 WVHA, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- 2 For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects WVHA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by WVHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to WVHA.

4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.

Course of construction policies shall contain the following provisions:

- 1 WVHA shall be named as loss payee.
- 2 The insurer shall waive all rights of subrogation against WVHA, its officers, officials, employees and volunteers.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

Verification of Coverage Contractor shall furnish WVHA with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by

WVHA or on other than WVHA's forms, provided those endorsements conform fully to the requirements. All certificates and endorsements are to be received and approved by WVHA before work commences in sufficient time to permit contractor to remedy any deficiencies. WVHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor in a manner and in such time as to permit WVHA to approve them before subcontractors work begins. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Note: If a subcontractor will be hired to perform hazardous material remediation, or other hazardous operations, that subcontractor will name WVHA, its officers, officials, employees and volunteers as additional insured on its general liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material remediation and other hazardous operations risks.

Indemnification Contractor hereby releases and shall indemnify, defend, and hold harmless West Valley Housing Authority, its subsidiaries, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, whether arising before or after completion of the work hereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of West Valley Housing Authority, Contractor, Contractor's subcontractor, or of anyone acting under Contractor's direction or control or on Contractor's behalf in connection with or incidental to the performance of this contract. Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions of applications thereof, shall apply even in the event of West Valley Housing Authority's sole negligence or strict liability. West Valley Housing Authority shall be indemnified and held harmless to the fullest extent permitted by law. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

Contractor hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming West Valley Housing Authority as indemnitee.

PERFORMANCE PAYMENT BOND

KNOW ALL BY THIS PRESENTATION: That we _____
(Name of Contractor)

hereinafter called "Principal" and _____
(Surety)

county of _____, State of _____, hereinafter called the "Surety", and held and firmly bound unto the West Valley Housing Authority, hereinafter called "WVHA" in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the WVHA dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

Pioneer Village Social Hall Renovation

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the WVHA with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the WVHA from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the WVHA all outlay and expense which the WVHA may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the WVHA and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST:

(SEAL) Notary Public

Principal

By _____
(SEAL)

(Address)

(City, State)

Witness as to Principal

(Address)

(City, State)

ATTEST:

Surety Secretary
(SEAL)

Surety

Attorney-in-Fact

By _____
(SEAL)

(Address)

(City, State)

Witness as to Surety

(Address)

(City, State)

NOTE: Date of Bond must not be prior to date of Contract. If contractor is Partnership, all partners should execute bond. The date of Power-of-Attorney must not precede the date of Bond.



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

Company Name (Seal)

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

Address

City *State* *Zip*

COMPLIANCE WITH SECTION 3

for
WEST VALLEY HOUSING AUTHORITY
204 SW WALNUT, DALLAS, OREGON 97338

For Project: **Pioneer Village Social Hall Renovation
PV24-CF22-002**

INTRODUCTION

By developing and implementing this plan, subgrantees, contractors, subcontractors and consultants will comply with Section 3 of the HUD Act of 1968, which requires a good faith effort to:

1. Use low income project area residents as employees;
2. Use low income project area residents as trainees; and
3. Use project area small business concerns to obtain services and supplies.

DEFINITION OF SECTION 3 PROJECT AREA

The Section 3 project area boundary for activities under this Plan is Polk County.

Within this project area, first consideration shall be given to persons or small businesses located near the construction site.

PART I: STEPS PLANNED TO USE LOWER INCOME AREA RESIDENTS AS EMPLOYEES AND TRAINEES:

- A. The total number of employees I intent to use on this project is _____. The number of these employees that would be considered lower income project area residents is _____.
- B. The total number of trainees I intent to use on this project is _____. The number of these trainees that would be considered lower income project area residents is _____.
- C. Activities planned to meet hiring objectives include (check those applicable):
 - Recruit through local advertising media (include phrase “equal opportunity employer” in ad);
 - Recruit through signs, placed at project site;
 - Recruit by contacting community service organizations serving the project area;
 - Maintain a list of lower income residents who have applied for training positions and employ eligible applicants from this list;

[] Other _____

PART II: AFFIRMATIVE ACTION PLAN FOR USING SMALL BUSINESS LOCATED IN THE PROJECT AREA OR OWNED BY PROJECT AREA RESIDENTS.

- A. To the greatest extent possible, I will obtain services and/or supplies from small business concerns located within the Section 3 project area or small businesses owned in substantial part by residents of the project area.
- B. Of the _____ contracts to be awarded in connection with these project activities, _____ will be awarded to Section 3 project area small business (e.g., suppliers, subcontractors, etc.).
- C. Of the total \$_____ estimated dollar value of these contracts, \$_____ will be awarded to Section 3 project area small businesses.

PART III: OTHER AFFIRMATIVE ACTION ACTIVITIES

I agree to:

- A. Insert the regulations contained in 24 CFR Part 135, pertaining to Section 3, in all bid documents for project.
- B. Take steps to insure that contracts typically let on a negotiated rather than a bid basis will be let in this Section 3 covered project area.
- C. Cooperate with the WVHA Contract Compliance Officer in his/her efforts to provide assistance in the accomplishment and evaluation of these goals.

Date

Signature

Agency or Firm

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Housing Authority and Urban Renewal
Agency of Polk County

204 S.W. Walnut Avenue, Dallas, OR 97338

Phone (503) 623-8387 • Fax (503) 623-6907 • VSR (877) 326-3877

www.wvpha.org

CONTRACTOR SUMMARY OF CIVIL RIGHTS AND EQUAL OPPORTUNITY LAWS

Each contractor should understand Civil Rights and Equal Opportunity laws as they relate to this project. The following is a listing of applicable laws:

1. **Title VI of the Civil Rights Act of 1964** provides that no person in the U.S. shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any activity receiving Federal financial assistance.

2. **Federal Fair Housing Act** prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin. The Act also requires reasonable accommodation in rules and that permission be granted for reasonable modifications of premises (at tenant expense) if necessary to afford a handicapped person full enjoyment of the premises. This law also mandates that HUD administer its program of housing and urban development in a manner affirmatively to further fair housing.

3. **Section 3, Housing and Urban Development Act of 1968** provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary, in which the project is located; contracts for work in connection with such projects shall be awarded to small business concerns which are located in, or which are owned in substantial part by, persons residing in the same area as the project.

4. **Section 504 of the Rehabilitation Act of 1973** provides that no otherwise qualified handicapped individual in the U.S. shall, solely by reason of his/her handicap, be excluded from participation in, be denied benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

5. **Age Discrimination Act of 1975** provides that no person in the U.S. Shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. **Executive Order 11063** provides that no person in the U.S., because of race, color, religion (creed), sex, or national origin, shall be denied equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance, or that all Federal executive departments and agencies shall take action to promote the abandonment of discriminatory practices with regard to residential property and related facilities provided with Federal financial assistance. Because of the overlap of Title VI of the Civil Rights Act of 1964, HUD regulations provide that coverage under this executive order is limited to programs of insurance or guarantee except where there are allegations of discrimination based on religion and sex.

7. **Executive Order 11246, as amended by Executive Order 12086** provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of Federal or Federally-assisted construction contracts in excess of \$10,000.00.

Contractor Acknowledgement: By my signature below, I acknowledge receipt of a copy of the “Contractor Summary of Civil Rights and Equal Opportunity Laws.”

By: _____

Date: _____

Company: _____

CONTRACTOR’S STATEMENT REGARDING SUBCONTRACTS

I acknowledge and understand that I am required to provide the West Valley Housing Authority with information as regards subcontracts. Therefore, I hereby make the following certification(s):

[] A. No Subcontracts will be Let

1. No subcontracts will be let on this project.
2. However, if the services of a subcontractor should be required for any reason during the course of the contract period, I will initiate the procedures outlined in Section B below.

[] B. Subcontracts are Proposed

1. It is hereby agreed that a listing of subcontractors proposed to complete any contract work on the above-referenced project will be submitted to the Housing Authority at the preconstruction conference. The list will include, at a minimum, the company name, the name of the owner (or President if the sub is a corporation), company address, and company telephone number.
2. All items required in the Housing Authority’s “Contractor Requirements” form, for all contractors and for all subcontractors, will be provided to the Housing Authority at the preconstruction conference.
3. It is further hereby agreed that no subcontract(s) will be let, under any circumstances, without the written authorization of the West Valley Housing Authority.

By: _____

Date: _____

Title: _____

Business: _____

CONTRACTOR/SUBCONTRACTOR CONTRACT AGREEMENT

Addendum to Contract between Contractor and Subcontractor

Date: _____ Contractor: _____

Address: _____

1. **The parties, having executed a contract for _____ in the amount of \$ _____ in the construction of the above identified project to begin on _____, 20__ and end on _____, 20__ acknowledge and agree that:**

- a. The Labor Standards provisions (including HUD-5370) are included in the aforesaid contract;
- b. The applicable Davis Bacon Wage Rates are included in the aforesaid contract;
- c. The Addendum to Contract between Contractor and Subcontractor is part of the Contract;
- d. If the Contractor fails to pay for labor and service, the PHA can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839-025-0020(2) (a).
- e. The Contractor and all subcontractors must pay daily, weekly, weekend and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b).
- f. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. OAR 839-025-0020(2)(c).
- g. The Contractor and subcontractor must make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d).
- h. The Subcontractor shall submit to Contractor (who 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. As required by the Contracting Officer, the Subcontractor shall provide to the Contractor (who shall submit to the Contracting Officer) accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Subcontractor shall record 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.
- j. The Subcontractor must 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.
- k. 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 Subcontractor'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 (excludes purchase orders not exceeding \$10,000).

2. **The parties certify that:**

- a. Neither they nor any firm, partnership, or association in which they have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to

Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276A-2(a)).

- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory statutory provisions.
- 3. The subcontractor agrees to obtain and forward to the aforementioned contractor within ten (10) days after the execution of any subcontract, including those executed by the subcontractors and any lower tier subcontractors, a copy of said contract containing fully executed items 1.a., 1.b. and 1.c. listed above.
- 4. The subcontractor shall submit to the Contractor all required proof of insurance certificates with the Contractor assuming responsibility for any and all documentation submitted by the subcontractor and for any actions taken by others resulting from lack/lapse of coverage, incorrect coverage or fraud for this project. The Contractor shall supply copies to the PHA.
- 5. The subcontractor certifies that:

a. The legal name and the business address are:

Employer ID No. _____
License No. _____
Telephone No. _____

b. The **subcontractor** is (place an "X" in the appropriate box below):

- A Single Proprietorship
- A Partnership
- A Corporation organized in the State of _____
- Other Organization (describe) _____

c. The name, title and address of the owner, partners, or officers of the subcontractor are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACTOR-

SUBCONTRACTOR

Name (please print)

Name (please print)

Signature

Signature

Title

Date

Title

Date



Housing Authority and Urban Renewal
Agency of Polk County

204 S.W. Walnut Avenue, Dallas, OR 97338

Phone (503) 623-8387 • Fax (503) 623-6907 • VRS (877) 326-3877

www.wvpha.org

FORM OF CONTRACT

CONTRACT FOR:
Pioneer Village Social Hall Renovation
Job #PV24-CF22-002

THIS AGREEMENT made this day 9th day of May, in the year Two Thousand and Twenty Four by and between _____;

(Check one of the following and insert information requested)

- _____ A. Corporation organized and existing under the laws of the State of Oregon;
- _____ B. Partnership registered under the laws of the State of Oregon;
- _____ C. Individual trading as registered under the laws of the State of Oregon,

Hereinafter called the "Contractor", and the West Valley Housing Authority, hereinafter called the "PHA".

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

Article 1. Scope of Work: The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required by this agreement during the period beginning **May 13, 2024** and ending **August 9, 2024**, as prepared by Christian Edelblute which said Scope of Work, including Project Manual and any Addenda, are incorporated herein by reference and made a part hereof.

Article 2. The Contract Price: The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, the sum of \$----- per the signed Scope of Work.

Article 3. Contract Documents: The Contract shall consist of the Project Manual and any Addendums including the following component parts:

- Form of Contract
- General Conditions
- Special Conditions
- Statement of Work
- Wage Rates

Article 4: Declaration of Section 3 Requirements of 24 CFR 135:

Contractor must initial one of the statements below:

_____ Contractor will be hiring new personnel for the performance of the contract and, therefore, will comply with the Section 3 Requirements to hire, to the greatest extent possible, low and very low income persons. Contractor agrees to follow the provisions of 24 CFR 135 including developing a suitable plan.

_____ Contractor does not require hiring new personnel in connection with this contract and, therefore, need to comply with the Section 3 Requirements.

Article 5: Bureau of Labor and Industries – Contract Requirements: The project is a "dual" covered project with HUD and BOLI. The following are required as part of this contract:

- If the Contractor fails to pay for labor and service, the PHA can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839-025-0020(2)(a)The Contractor and all subcontractors must pay daily, weekly, weekend and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b)
- The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. OAR 839-025-0020(2)(c)
- The Contractor must make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- The Contractor must have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(3)(a)
- The Contractor is required to include in every subcontract, a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(3)(b)

THIS INSTRUMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the contract which modifies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterpart(s) as of the day and year first above written.

ATTEST:

Business: _____

By: _____

Signature

Title: _____

Business Address/Telephone:

ATTEST:

West Valley Housing Authority

By: _____ Christian Edelblute

Title: _____ Executive Director

Business Address/Telephone:

 _____ 204 SW Walnut
 _____ Dallas, Oregon 97338
 _____ 503-623-8387

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 1/31/2017)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

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 conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
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Approved for Owner by	Title	Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward	\$
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To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
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Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft., yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
	Bond	20	Rough Carpentry		Site Improvements
21	General Conditions \1	21	Metal Bucks	44	Retaining Walls
	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
	Footing Excavation	25	Stucco	48	Gas Distribution System
	Backfill	26	Finish Carpentry	49	Electrical Distribution System
	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Concrete Foundations	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Superstructures	29	Metal Doors	52	Protection System Street
	Reinforcing Steel	30	Metal Base & Trim	53	Work
	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
22	Spandrel Waterproofing	32	Floors	55	(Other)
	Structural Steel	33	Painting & Decorating	56	(Other)
	Masonry	34	Screens		Equipment
	Stonework	35	Plumbing	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
1	Metal Windows	37	Ventilating System	59	Refrigerators
	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List \2
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.
 2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157
(exp. 11/30/2023)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$
---	-----------

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

_____ and (contractor) _____

dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____
3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____
7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____
9. **Less:** Retainage, _____ % \$ _____
10. Net amount earned to date (line 8 less line 9) \$ _____
11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ _____
12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____
14. **Less:** Allowed last period \$ _____
15. Increase (decrease) from amount allowed last period \$ _____
16. **Balance Due This Payment** \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor _____ Signature of Authorized Representative _____ Title _____ Date (mm/dd/yyyy) _____

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, all applicable accessibility requirements (including Section 504 and Title II of the Americans with Disabilities Act; and the Fair Housing Act and Title III of the Americans with Disabilities Act, if applicable), the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative _____ Date (mm/dd/yyyy) _____ Contracting Officer _____ Date (mm/dd/yyyy) _____

I certify the information on this form and in any accompanying documentation is true and accurate. I acknowledge making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and confinement for up to 5 years, (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 1/31/2017)

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 conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
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Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
-----------------------------------	-------------------

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

Schedule of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Public reporting burden for this collection of information is estimated to average 1.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency West Valley Housing Authority	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Name and Location of Project	Project Number
------------------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of Subcontractor	Subcontract Number
-----------------------	--------------------

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
--------------	-------------------------	----------	-----------------	--------------------	-------------

Amount Carried Forward					\$

Total Amount or Amount Carried Forward	\$
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Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 2.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
-------------------------------	---	--------------------------	-----------------

Location of Project	Project Number
---------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of General Contractor or Subcontractor	Amounts
General Contractor	\$

Subcontractors	\$
----------------	----

	Total	\$
	Less 10%	\$
	Net	\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
-------------	-------------------	------------	-------------------

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
---------------	--------------------------------	-------	-------------------

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



BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

**INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE
PAYROLL/CERTIFIED STATEMENT FORM (WH-38)**

The Payroll/Certified Statement form (WH-38) may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate (PWR) Law. Although this form has not been officially approved by the U.S. Department of Labor (US DOL), it is designed to meet the requirements of the federal Davis-Bacon Act. For projects associated with the U.S. Department of Housing and Urban Development (HUD), contact the public agency (owner) associated with the project for assistance with payroll reporting.

Contractors are not required to use the WH-38 form in reporting their payroll; however, the contractor must provide all of the information contained in the form, including the certified statement on page two. The certified statement must be signed by the contractor, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties, and must be submitted with each weekly payroll report. Detailed instructions concerning the preparation of the form follow:

Complete the top third of the form. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the public agency (owner) associated with the project. The "Payroll No." is a US DOL requirement and represents the number of weeks the contractor performed work on the project.

Column 1 – NAME AND ADDRESS: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls submitted unless the address changes. The US DOL requires an employee identification number for each individual employee, on each payroll submitted. This number may be, but does not have to be, the last four digits of the employee's social security number.

Column 2 – CLASSIFICATION: For assistance in determining the correct classification, use the Bureau of Labor and Industries' (BOLI's) publication "Definitions of Covered Occupations for Public Works Contracts in Oregon." On the WH-38, list the classification that is most descriptive of the work actually performed by the employee. Give the group number for those classifications that include such information. Indicate which workers are apprentices, if any, and give their current percentage, classification, and group number when applicable. If an employee works in more than one classification, use the highest rate for all hours worked, or use separate line entries to show hours worked and hourly rates for each classification.

Column 3 – DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, and Sn) in the top row of boxes, and the corresponding date below.

HOURS WORKED EACH DAY: Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over 10 in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of BOLI's publication, "*Prevailing Wage Rate Laws*."

Check the correct work schedule box to indicate the employee's weekly work schedule: 5/8 or 4/10. Enter the employee's regular hourly schedule for the week being reported next to the "Reg. Hrly. Schd: _____ to _____." For example: 7:00 a.m. to 4:30 p.m.

Column 4 – TOTAL HOURS: Enter separately the total number of straight time and overtime hours worked by the employee (in each classification, if applicable) on the PWR project during the week. The total number of straight time hours worked should be entered in the lower box ("ST"); the total number of overtime hours worked should be entered in the top box ("OT").

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

Column 6 – HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE: Enter hourly fringe benefit amounts paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe benefit portion of the prevailing wage rate.)

Column 7 – GROSS AMOUNT EARNED: Enter the gross amount earned for work on the PWR project during the week. If part of the employee’s wages for the pay period were earned on projects other than the project described on the WH-38, or if the employee is paid less often than on a weekly basis, enter in column 7 first the gross amount earned on the PWR project for the week, then the total gross amount earned for the pay period. For example: \$567.84 / \$1,267.27.

Column 8 – ITEMIZED DEDUCTIONS, FICA, FED, STATE, ETC.: Enter deductions withheld from wages for the pay period. All deductions must be in accordance with the provisions of ORS 652.610 (and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. Stat. 967, 76 Stat. 357; 40 U.S.C 276c) on projects subject to Davis-Bacon Act). For projects subject to the Davis-Bacon Act, itemize the deductions.

Column 9 – NET WAGES PAID: Enter the total amount of net wages actually paid to the employee for the pay period. This figure can be calculated by subtracting the total deductions reported in Column 8 from the gross amount of wages for the pay period reported in the bottom portion of Column 7.

Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFITS PARTY, PLAN, FUND OR PROGRAM: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund, or program, for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form. For information on how to calculate hourly fringe benefit credits, see Appendix A in the BOLI’s publication, “*Prevailing Wage Rate Laws*.”

Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the name of the party, plan, fund, or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. For each classification listed in column 2, compute the sum of:
 - a) the hourly base rate of pay shown in Column 5,
 - b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
 - c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.
2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of BOLI’s publication, *Prevailing Wage Rates for Public Works Contracts in Oregon*.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR AND INDUSTRIES AT (971) 673-0838.

NOTE: PAYROLL/CERTIFIED STATEMENTS ARE ONLY REQUIRED TO BE SUBMITTED TO THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT.

**CERTIFIED PAYROLL AND OTHER FORMS ARE AVAILABLE ON OUR WEBSITE:
WWW.OREGON.GOV/BOLI**

PRIME CONTRACTOR SUBCONTRACTOR PAYROLL NO. _____ FINAL PAYROLL

Business Name (DBA): _____ Phone: () _____ CCB Registration Number: _____

Project Name: Pioneer Village Social Hall Renovation Project Number: PV24-CF22-002 Type of Work: Construction

Street Address: _____ Project Location: 375 Taybin Rd. NW, Salem, OR 97304

Mailing Address: _____ Project County: Polk

Date Pay Period Began: _____ Date Pay Period Ended: _____

THIS SECTION FOR PRIME CONTRACTORS ONLY	THIS SECTION FOR SUBCONTRACTORS ONLY
Public Contracting Agency Name: West Valley Housing Authority Phone: (503) 623-8387 Date Contract Specifications First Advertised for Bid: April 17, 2024 Contract Amount: _____	Subcontract Amount: _____ Prime Contractor Business Name (DBA): _____ Prime Contractor Phone: () _____ Prime Contractor's CCB Registration Number: _____ Date You Began Work on the Project: _____

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME , ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)	HOURS WORKED EACH DAY							TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

CERTIFIED STATEMENT

Date: _____

I, _____,

_____ (NAME OF SIGNATORY PARTY)

_____ (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

_____ (CONTRACTOR, SUBCONTRACTOR OR SURETY)

on the _____; that during the payroll period

_____ (BUILDING OR WORK)

commencing on the _____ day of _____, _____, and ending the _____ day

_____ (MONTH) _____ (YEAR)

of _____, _____, all persons employed on said project have been paid the

_____ (MONTH) _____ (YEAR)

full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (CONTRACTOR, SUBCONTRACTOR OR SURETY)

from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

_____ (NAME AND TITLE)

_____ (SIGNATURE AND DATE)

In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CONTRACTOR'S RELEASE AND CERTIFICATION

Name of Housing Authority: _____

Project Name (s): _____

Project Number (s): _____

Description of Work: _____

This is to certify:

1. That the above described work was completed in accordance with the construction contract documents except the following (State all items identified in the final inspection report by the Architect/Engineer or other authorized person):
2. That the total amount legally due for complete compensation for the above work is \$_____, and that the following amount(s) is (are) outstanding for unsettled claim(s) against the Housing Authority: \$_____;
3. That all wages paid to the laborers and/or mechanics were consistent with the wage rate requirements of the construction contract, and that there are no outstanding claims for unpaid wages; other than those presently disclosed and fully covered by existing bonds.
4. That all applicable guaranties and warranties have been assigned to the Housing Authority; and
5. That the Housing Authority is released from all claims resulting from any activities, purchases, rents or any other in connection with the above work.
6. That all vendors and subcontractors have been paid in full for any services/materials provided for this project.

Contractor's Signature

Date

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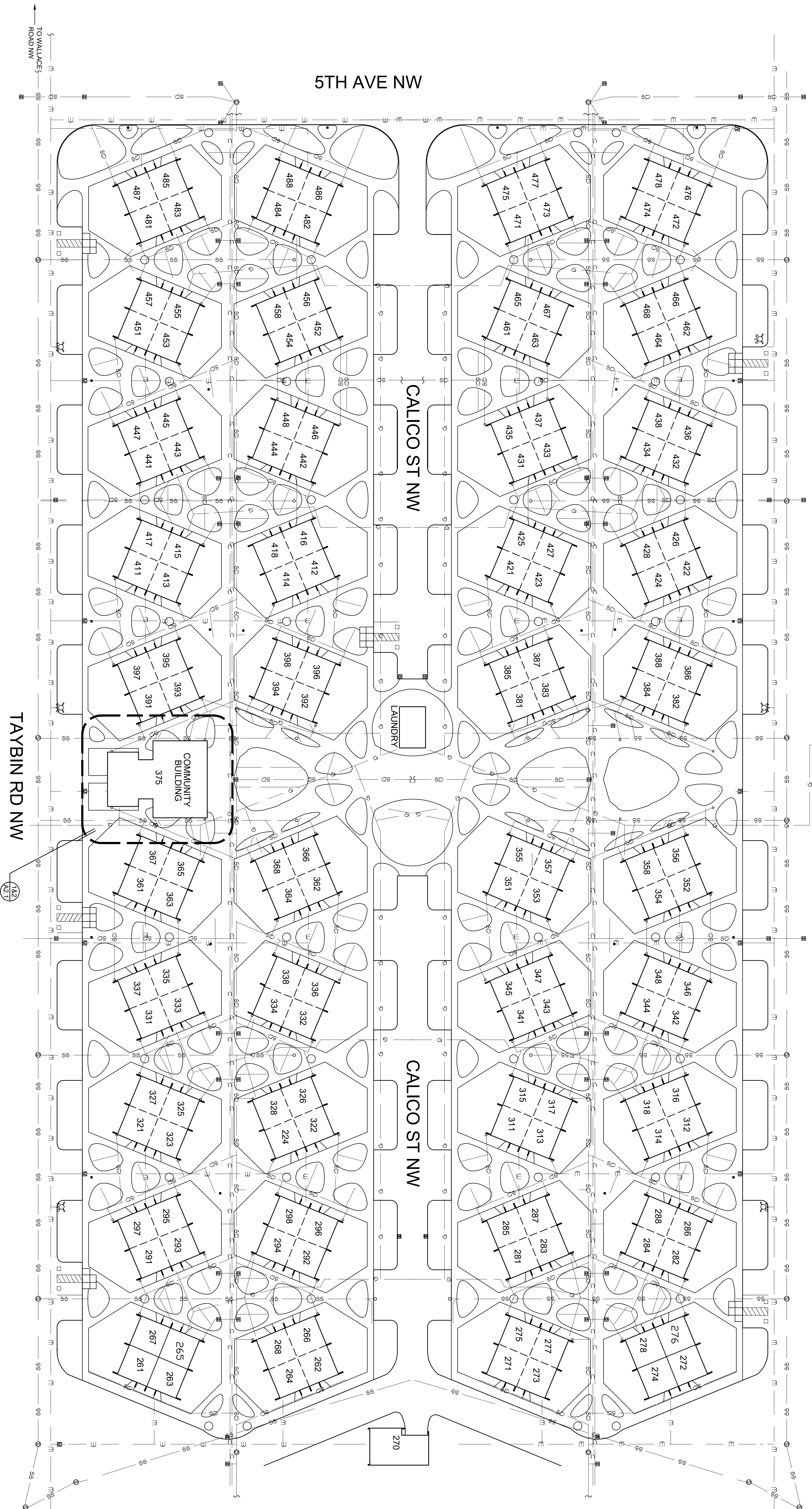
State of _____
County of _____

Signature of Notary

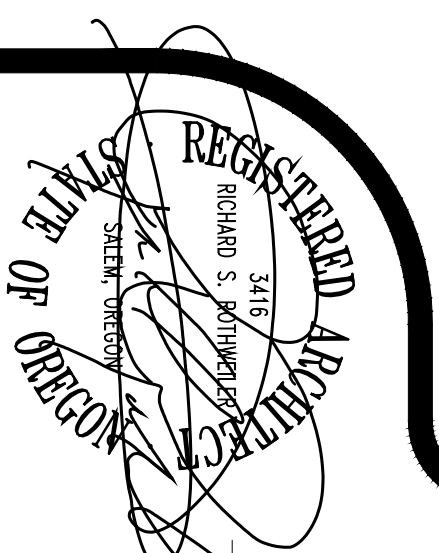
My Commission Expires: _____

- SITE LEGEND**
- EXISTING CURB TO REMAIN, REFER TO CIVIL DRAWINGS
 - PROPERTY BOUNDARY
 - EXISTING UNDERGROUND STORM LINES TO REMAIN
 - EXISTING UNDERGROUND SANITATION LINES TO REMAIN
 - EXISTING UNDERGROUND WATER LINES TO REMAIN
 - EXISTING UNDERGROUND POWER LINES TO REMAIN
 - EXISTING FENCE TO REMAIN
 - EXISTING CATCH BASIN TO REMAIN
 - EXISTING WATER METER TO REMAIN
 - EXISTING FIRE HYDRANT TO REMAIN
 - EXISTING LIGHT POLE TO REMAIN

- GENERAL NOTES:**
1. GENERAL NOTES APPLY TO ALL DRAWINGS.
 2. DIMENSIONS ARE TO EXISTING FACE OF WALL, FACE OF NEW FRAMING, AND FACE OF EXISTING CONCRETE UNLESS NOTED OTHERWISE.
 3. DIMENSIONS OF EXISTING CONDITIONS ARE APPROXIMATE AND INTENDED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION. IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES OR QUESTIONS PRIOR TO PROCEEDING WITH AREA OF WORK IN QUESTION.
 4. DRAWINGS ARE DIAGNOSTIC ONLY AND SHOULD NOT BE SCALED.
 5. IN CASE OF ANY CONFLICTS IN THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THE CONTRACTOR IS REQUIRED TO INCLUDE THE BETTER QUALITY AND LARGER QUANTITY OF THE WORK.
 6. CONTRACTOR AND BIDDERS SHALL USE COMPLETE SETS OF CONTRACT DOCUMENTS. NEITHER THE OWNER NOR ARCHITECT ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS RESULTING FROM THE USE OF INCOMPLETE SETS OF CONTRACT DOCUMENTS.



1 SITE PLAN
SCALE: 1" = 40'-0"



In the event conflicts or a discrepancy between the original signed and sealed documents prepared by the architect and the documents transmitted by mail, the original documents shall prevail.
 JOB NO. 2024.0021
 DATE APRIL 12, 2024
 DRAWN C/JA
 REVISIONS

QC+O
 ARCHITECTURE
 COMMUNITY
 1100 Liberty Street SE
 Salem, OR 97302
 P: 503.581.4114
 WWW.QC+O.COM

WEST VALLEY
 HOUSING AUTHORITY
 PIONEER VILLAGE
 COMMUNITY CENTER

375 TAYBIN RD NW
 SALEM, OR 97304
 SHEET

A1.1

REFERENCE NOTES - DEMOLITION:

- 1 EXISTING RESTROOM TO REMAIN - NO WORK
- 2 EXISTING H.C. ACCESSIBLE RESTROOM TO REMAIN - NO WORK
- 3 EXISTING FIREPLACE AND HEARTH TO REMAIN
- 4 EXISTING 2'-0" DEEP BASE CABINET TO REMAIN
- 5 EXISTING 1'-0" DEEP UPPER CABINET TO REMAIN
- 6 EXISTING PLUMBING FIXTURE TO REMAIN. REFER TO PLUMBING DESIGN/BUILD DRAWINGS
- 7 EXISTING ATTIC ACCESS HATCH AND LADDER TO REMAIN
- 8 EXISTING STORAGE SHELVING TO REMAIN
- 9 EXISTING FLOORING AND BASE TO BE REMOVED
- 10 EXISTING 2'-0" DEEP BASE CABINET TO BE REMOVED
- 11 EXISTING 1'-0" DEEP UPPER CABINET TO BE REMOVED
- 12 EXISTING PLUMBING FIXTURE TO BE REMOVED
- 13 EXISTING RESIDENTIAL APPLIANCE TO BE REMOVED
- 14 EXISTING OVERHEAD COILING COUNTER DOOR TO BE REMOVED

REFERENCE NOTES:

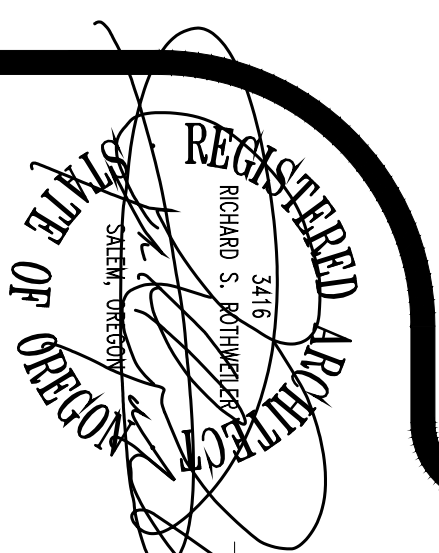
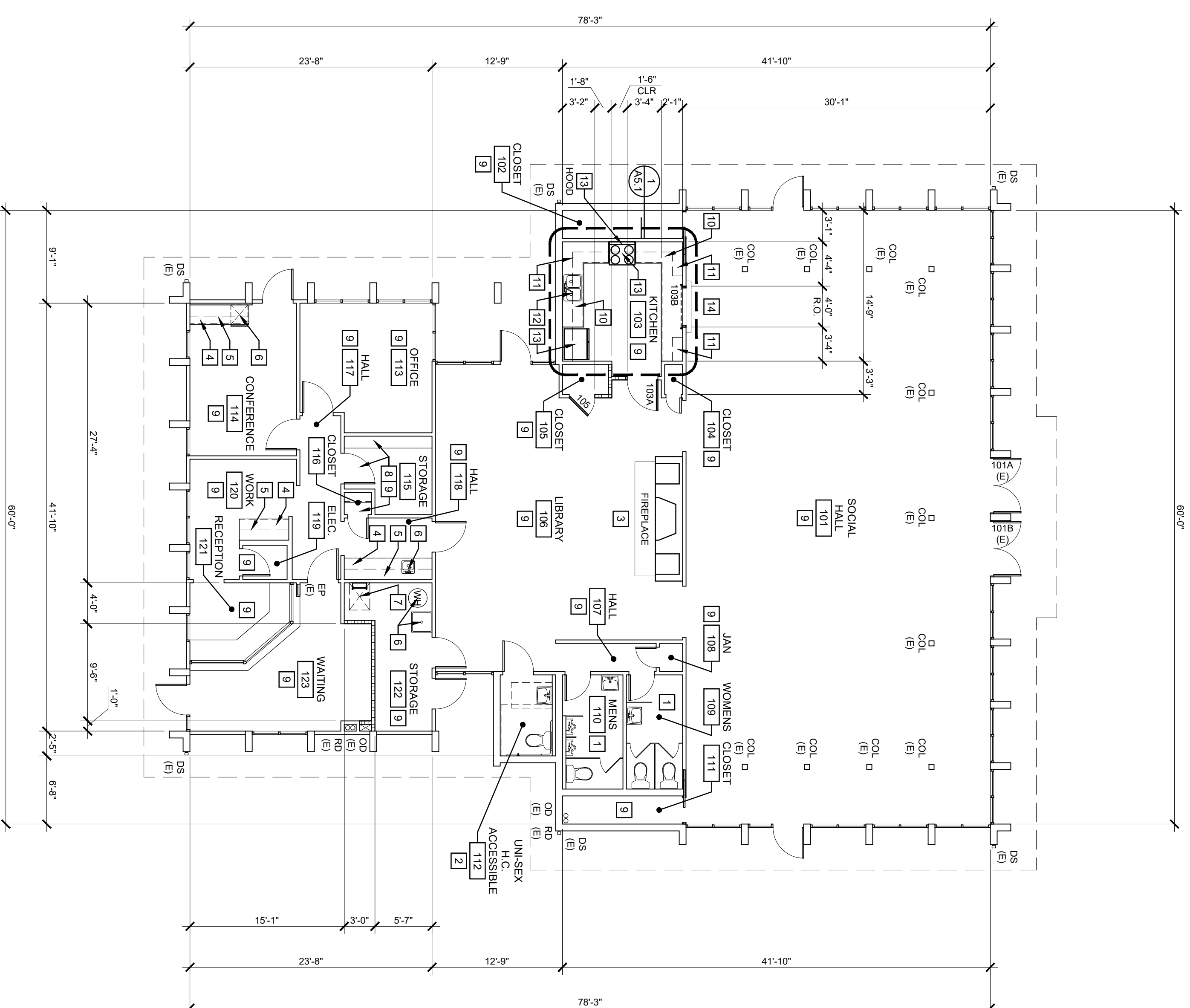
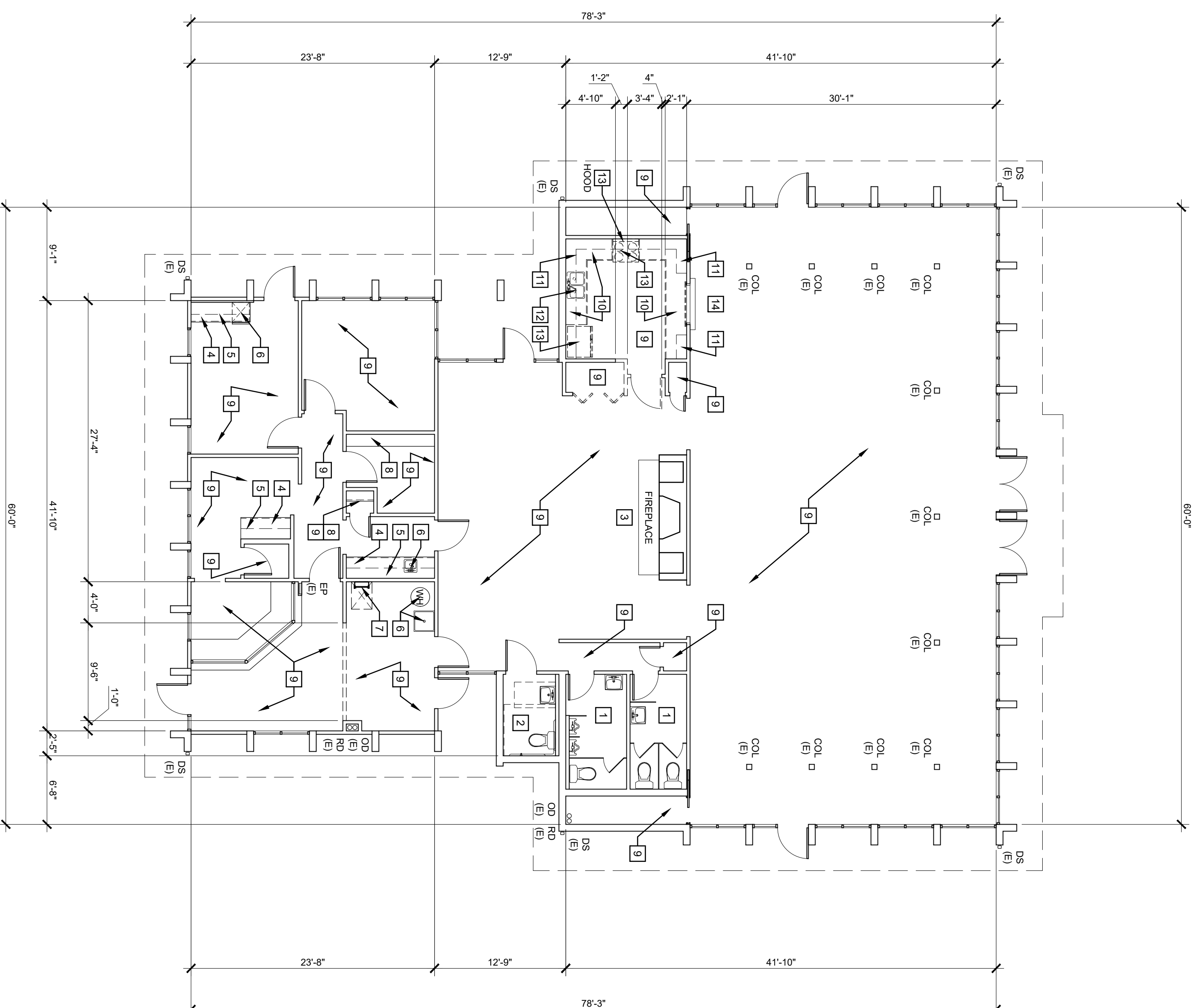
- 1 EXISTING RESTROOM TO REMAIN - NO WORK
- 2 EXISTING H.C. ACCESSIBLE RESTROOM TO REMAIN - NO WORK
- 3 EXISTING FIREPLACE AND HEARTH TO REMAIN
- 4 EXISTING 2'-0" DEEP BASE CABINET TO REMAIN
- 5 EXISTING 1'-0" DEEP UPPER CABINET TO REMAIN
- 6 EXISTING PLUMBING FIXTURE TO REMAIN. REFER TO PLUMBING DESIGN/BUILD DRAWINGS
- 7 EXISTING ATTIC ACCESS HATCH AND LADDER TO REMAIN
- 8 EXISTING STORAGE SHELVING TO REMAIN
- 9 NEW FLOORING AND BASE. REFER TO FINISH SCHEDULE
- 10 NEW 2'-0" DEEP PLASTIC LAMINATE FACED BASE
- 11 EXISTING 1'-0" DEEP PLASTIC LAMINATE FACED UPPER CABINET
- 12 NEW PLUMBING FIXTURE. REFER TO PLUMBING DESIGN/BUILD DRAWINGS
- 13 NEW O.C.I. RESIDENTIAL APPLIANCE. REFER TO SPECIFICATIONS
- 14 NEW OVERHEAD COILING COUNTER DOOR. REFER TO SPECIFICATIONS

GENERAL NOTES:

1. GENERAL NOTES APPLY TO ALL DRAWINGS.
2. DIMENSIONS ARE TO EXISTING FACE OF WALL, FACE OF NEW FRAMING, AND FACE OF EXISTING CONCRETE UNLESS NOTED OTHERWISE.
3. DIMENSIONS OF EXISTING CONDITIONS ARE APPROXIMATE AND INTENDED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD IMMEDIATELY OF ANY DISCREPANCIES OR QUESTIONABLE DIMENSIONS PRIOR TO PROCEEDING WITH AREA OF WORK IN QUESTION.
4. DRAWINGS ARE DIAGNOSTIC ONLY AND SHOULD NOT BE SCALED.
5. IN CASE OF ANY CONFLICTS IN THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THE CONTRACTOR IS REQUIRED TO INCLUDE THE BETTER QUALITY AND LARGER QUANTITY OF THE WORK.
6. CONTRACTOR AND BIDDERS SHALL USE COMPLETE SETS OF CONTRACT DOCUMENTS. NEITHER THE OWNER NOR ARCHITECT ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS RESULTING FROM THE USE OF INCOMPLETE SETS OF CONTRACT DOCUMENTS.

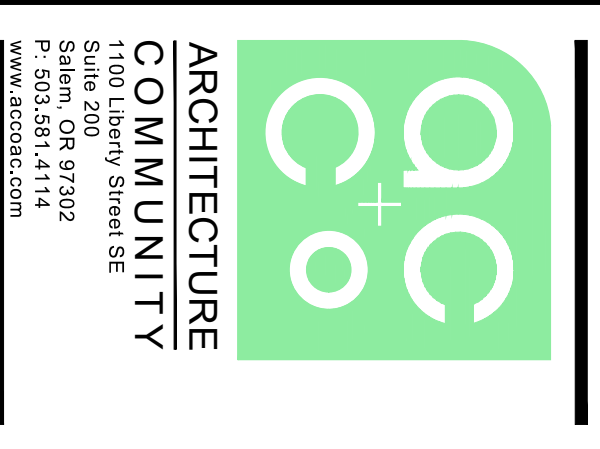
SYMBOL LEGEND:

- NEW 2x4 WOOD STUDS AT 16" O.C. WITH ACOUSTICAL INSULATION AND 5/8" GYPSUM WALLBOARD EACH SIDE
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- NEW DOOR, FRAME AND HARDWARE. (E) DESIGNATES EXISTING DOOR WITH NEW HARDWARE. REFER TO DOOR SCHEDULE
- EXISTING DOOR, FRAME AND HARDWARE TO REMAIN
- EXISTING ROOF DRAIN TO REMAIN
- RO (E) EXISTING OVERFLOW DRAIN TO REMAIN
- OD (E) EXISTING DOWNSPOUT TO REMAIN
- DS (E) EXISTING ELECTRICAL PANEL TO REMAIN. (D) DESIGNATES EXISTING TO BE REMOVED. (N) DESIGNATES NEW. REFER TO ELECTRICAL DRAWINGS
- EP (E) EXISTING ELECTRICAL METER TO REMAIN. (D) DESIGNATES EXISTING TO BE REMOVED. (N) DESIGNATES NEW. REFER TO ELECTRICAL DRAWINGS
- EM (E)



In the event conflicts are discovered between the original signed and sealed documents prepared by the architect and the documents transmitted by mail, the original signed and sealed documents shall govern.

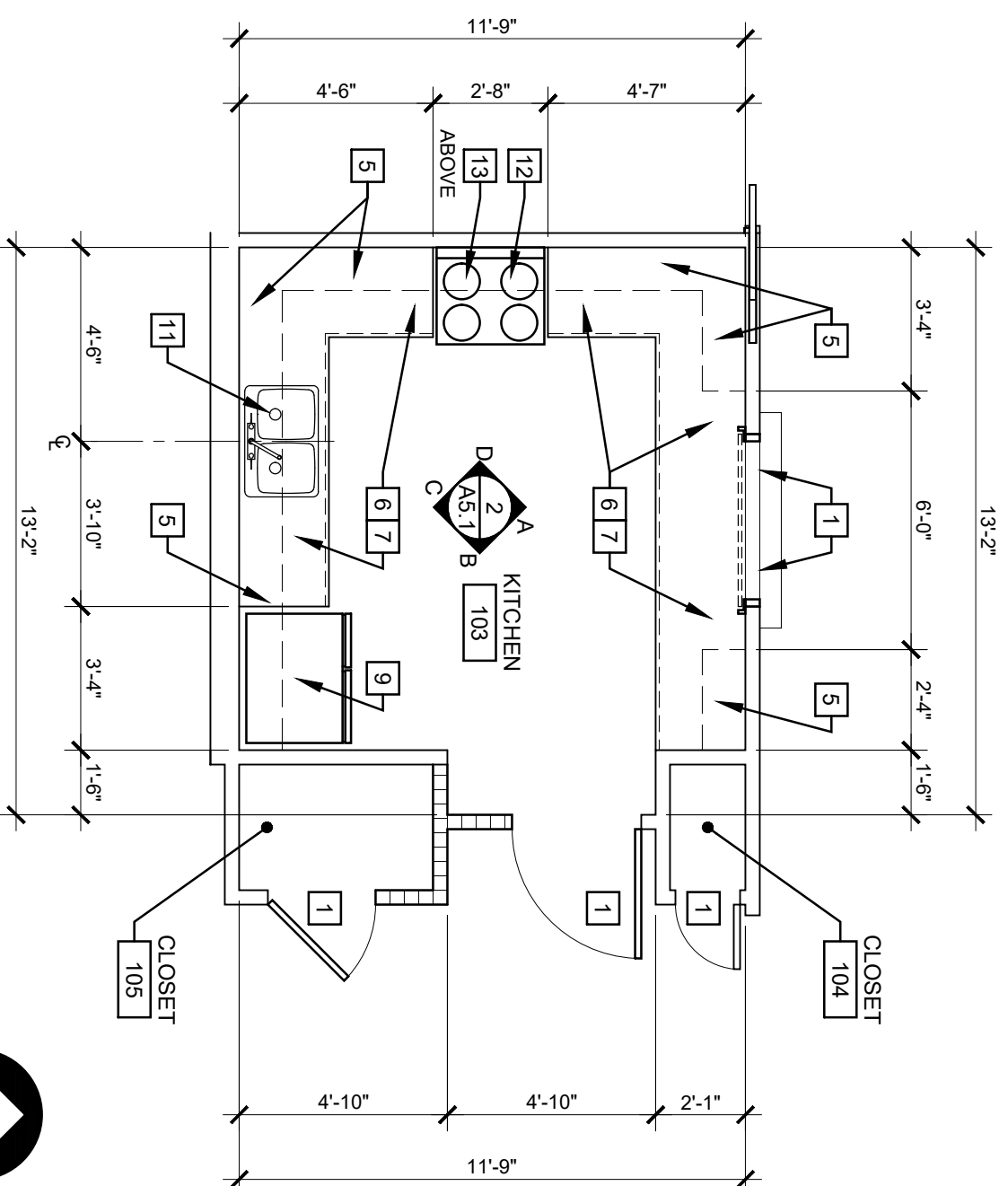
JOB NO. 2024.0021
DATE APRIL 12, 2024
DRAWN CJA
REVISIONS



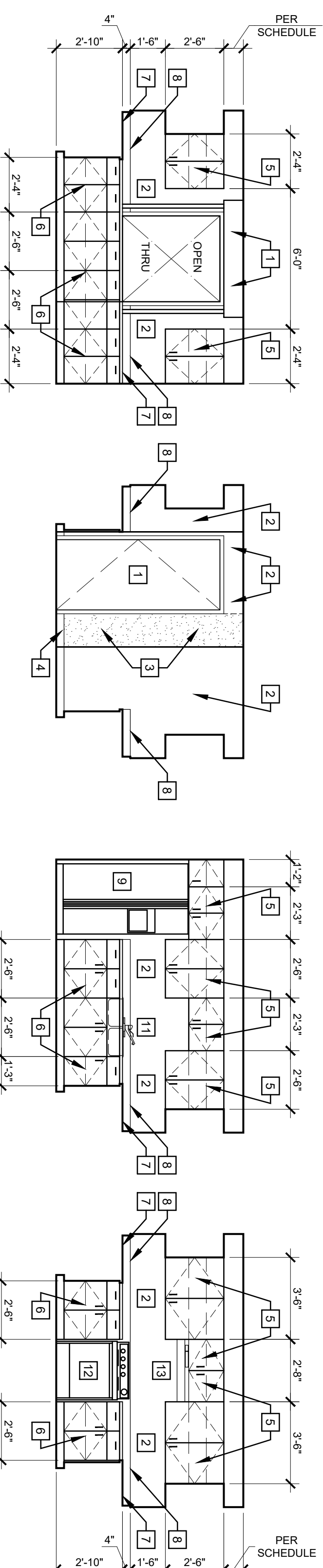
WEST VALLEY
HOUSING AUTHORITY
PIONEER VILLAGE
COMMUNITY CENTER

375 TAVBIN RD NW
SALEM, OR 97304

SHEET
A2.1



1 ENLARGED KITCHEN PLAN
SCALE: 1/4" = 1'-0"



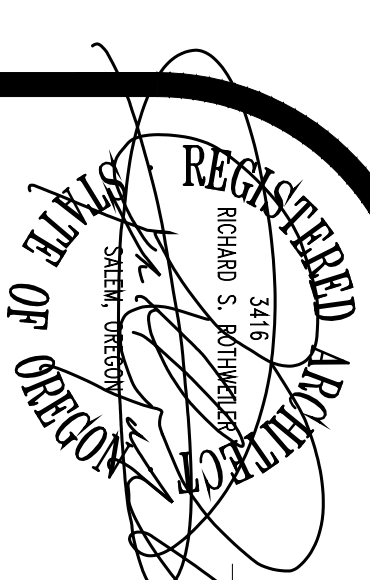
2 KITCHEN ELEVATIONS
SCALE: 1/4" = 1'-0"

103

- GENERAL NOTES:**
- GENERAL NOTES APPLY TO ALL DRAWINGS.
 - DIMENSIONS ARE TO EXISTING FACE OF WALL, FACE OF NEW FRAMING, AND FACE OF EXISTING CONCRETE UNLESS NOTED OTHERWISE.
 - DIMENSIONS OF EXISTING CONDITIONS ARE APPROXIMATE AND INTENDED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ACTUAL CONSTRUCTION. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR QUESTIONABLE DIMENSIONS PRIOR TO PROCEEDING WITH AREA OF WORK IN QUESTION.
 - DRAWINGS ARE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED.
 - IN CASE OF ANY CONFLICTS IN THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THE CONTRACTOR IS REQUIRED TO INCLUDE THE BETTER QUALITY AND LARGER QUANTITY OF THE WORK.
 - CONTRACTOR AND BIDDER SHALL USE COMPLETE SETS OF CONTRACT DOCUMENTS. NEITHER THE OWNER NOR ARCHITECT ASSUMES RESPONSIBILITY FOR ERRORS OR MISINTERPRETATIONS RESULTING FROM THE USE OF INCOMPLETE SETS OF CONTRACT DOCUMENTS.

REFERENCE NOTES:

- DOOR PER PLAN
- EXISTING GYPSUM WALLBOARD WALL TO BE PAINTED. REFER TO FINISH SCHEDULE
- NEW GYPSUM WALLBOARD WALL TO BE PAINTED. REFER TO FINISH SCHEDULE
- NEW BASE. REFER TO FINISH SCHEDULE
- NEW 1"2" DEEP UPPER CABINET (U.O.N), DOORS AND ADJUSTABLE SHELVES AS SHOWN. PLASTIC LAMINATE AT ALL EXPOSED TO VIEW SURFACES
- NEW 24" DEEP BASE CABINET, DOORS, DRAWERS AND ADJUSTABLE SHELVES AS SHOWN. PLASTIC LAMINATE AT ALL EXPOSED TO VIEW SURFACES
- NEW 25" DEEP COUNTERTOP, U.O.N, PLASTIC LAMINATE AT ALL EXPOSED TO VIEW SURFACES
- NEW 4" DROP CEILING AT ALL WALL SURFACES. PLASTIC LAMINATE AT ALL EXPOSED TO VIEW SURFACES
- NEW ORFC REFRIGERATOR. REFER TO ELECTRICAL AND PLUMBING DESIGN/BUILD DRAWINGS
- NEW ORFC DISHWASHER. REFER TO ELECTRICAL AND PLUMBING DESIGN/BUILD DRAWINGS
- NEW SINK. CONNECT TO EXISTING PIPING ABOVE CEILING. DROP PIPING IN WALL, CONNECT TO SINK
- NEW ORFC DROPP-IN RANGE. REFER TO ELECTRICAL DESIGN/BUILD DRAWINGS
- NEW ORFC RANGE HOOD. REFER TO ELECTRICAL AND MECHANICAL DESIGN/BUILD DRAWINGS



THIS PROJECT HAS BEEN REVIEWED AND APPROVED BY THE ARCHITECT FOR THE PURPOSES OF THE ARCHITECTURAL CONTRACT. THE ARCHITECT'S REVIEW IS LIMITED TO THE ARCHITECTURAL DESIGN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS OR THE CONTRACTOR.

JOB NO. 2024.0021
DATE APRIL 12, 2024
DRAWN CJA
REVISIONS

QC+ ARCHITECTURE COMMUNITY
1100 Liberty Street SE
Suite 200
Salem, OR 97302
P: 503.581.4114
WWW.QCARCH.COM

WEST VALLEY HOUSING AUTHORITY
PIONEER VILLAGE
COMMUNITY CENTER

375 TAVBIN RD, NW
SALEM, OR 97304
SHEET


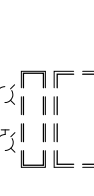
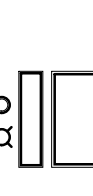

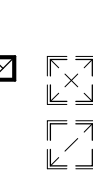

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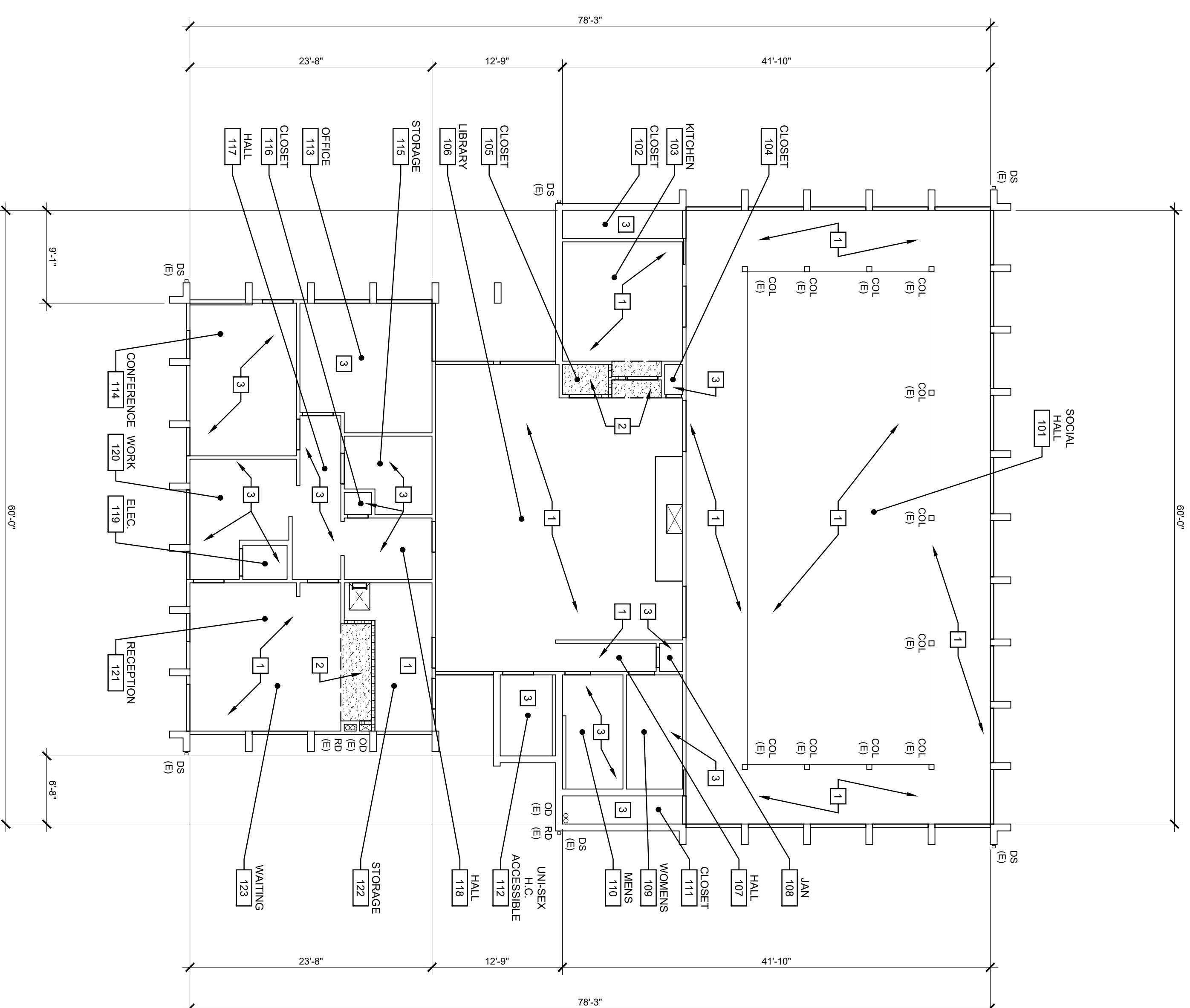
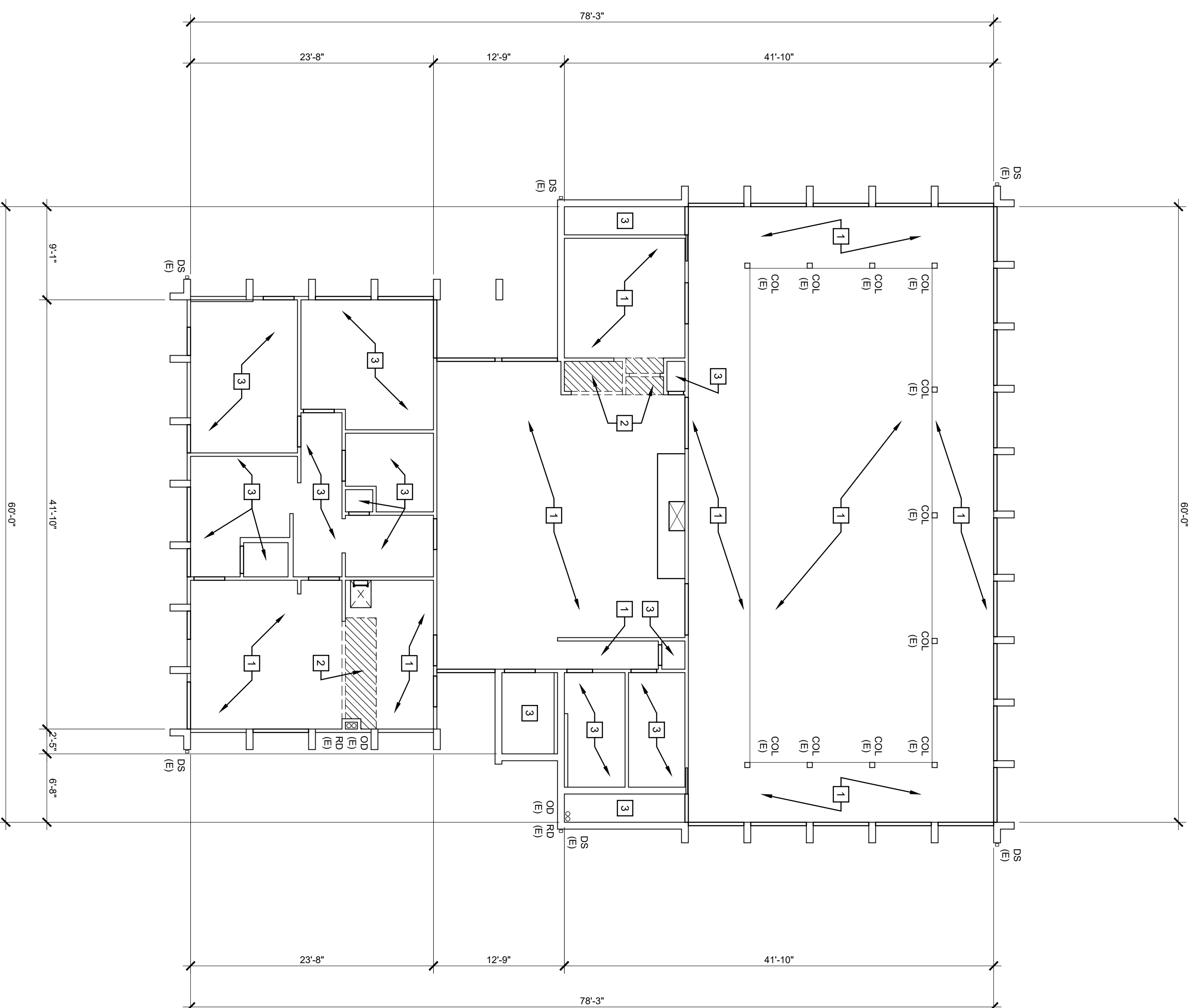
- REFERENCE NOTES - DEMOLITION:**
- 1 EXISTING GYPSUM WALLBOARD CEILING TO REMAIN, PREP FOR NEW FINISH
 - 2 EXISTING GYPSUM WALLBOARD CEILING TO BE REMOVED
 - 3 EXISTING GYPSUM WALLBOARD CEILING TO REMAIN
 - 4 EXISTING HVAC GRILLE, EXHAUST FAN, DUCTWORK AND ALL APPURTENANCES TO BE REMOVED

- REFERENCE NOTES:**
- 1 EXISTING GYPSUM WALLBOARD CEILING TO REMAIN, PAINT
 - 2 NEW GYPSUM WALLBOARD, PAINT
 - 3 EXISTING GYPSUM WALLBOARD CEILING TO REMAIN

- GENERAL NOTES:**
1. GENERAL NOTES APPLY TO ALL DRAWINGS.
 2. DIMENSIONS ARE TO EXISTING FACE OF WALL, FACE OF NEW FRAMING, AND FACE OF EXISTING CONCRETE UNLESS NOTED OTHERWISE.
 3. DIMENSIONS OF EXISTING CONDITIONS ARE APPROXIMATE AND INTENDED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES OR QUESTIONABLE DIMENSIONS PRIOR TO PROCEEDING WITH AREA OF WORK IN QUESTION.
 4. DRAWINGS ARE DIAGNOSTIC ONLY AND SHOULD NOT BE SCALED.
 5. IN CASE OF ANY CONFLICTS IN THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THE CONTRACTOR IS REQUIRED TO INCLUDE THE BETTER QUALITY AND LARGER QUANTITY OF THE WORK.
 6. CONTRACTOR AND BIDDERS SHALL USE COMPLETE SETS OF CONTRACT DOCUMENTS. NEITHER THE OWNER NOR ARCHITECT ASSUMES RESPONSIBILITY FOR ERRORS OR OMISSIONS RESULTING FROM THE USE OF INCOMPLETE SETS OF CONTRACT DOCUMENTS.

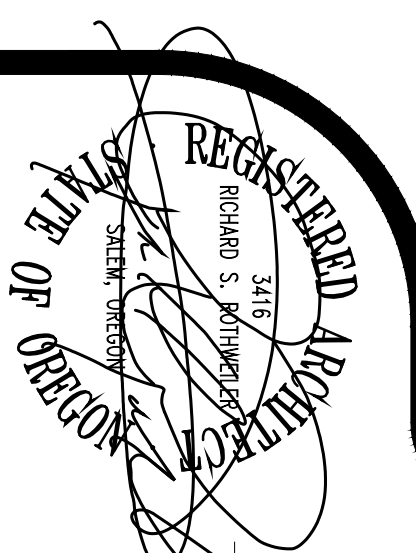
RCP SYMBOL LEGEND:

-  NEW 5/8" TYPE X GYPSUM WALLBOARD FRAMED CEILING SYSTEM, PAINT
-  EXISTING LIGHT FIXTURES TO BE REMOVED. REFER TO ELECTRICAL DESIGN/BUILD DRAWINGS
-  NEW LED LIGHT FIXTURES. REFER TO ELECTRICAL DESIGN/BUILD DRAWINGS
-  EXISTING EXT LIGHT FIXTURES WITH BATTERY BACKUP TO REMAIN. REFER TO ELECTRICAL DESIGN/BUILD DRAWINGS
-  EXISTING HVAC (EXHAUST, DIFFUSER, RETURN AIR GRILLE) TO BE REMOVED
-  NEW HVAC EXHAUST DIFFUSER, RETURN AIR GRILLE) PRICE INDUSTRIES' MODEL SMD TYPICAL



In the event conflicts are discovered between the original signed and sealed documents prepared by the architect and the documents prepared by the contractor, the original signed and sealed documents shall govern.

JOB NO. 2024.0021
 DATE APRIL 12, 2024
 DRAWN CJA
 REVISIONS

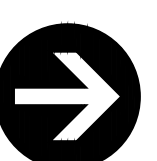


ARCHITECTURE COMMUNITY
 5109 Liberty Street, SE
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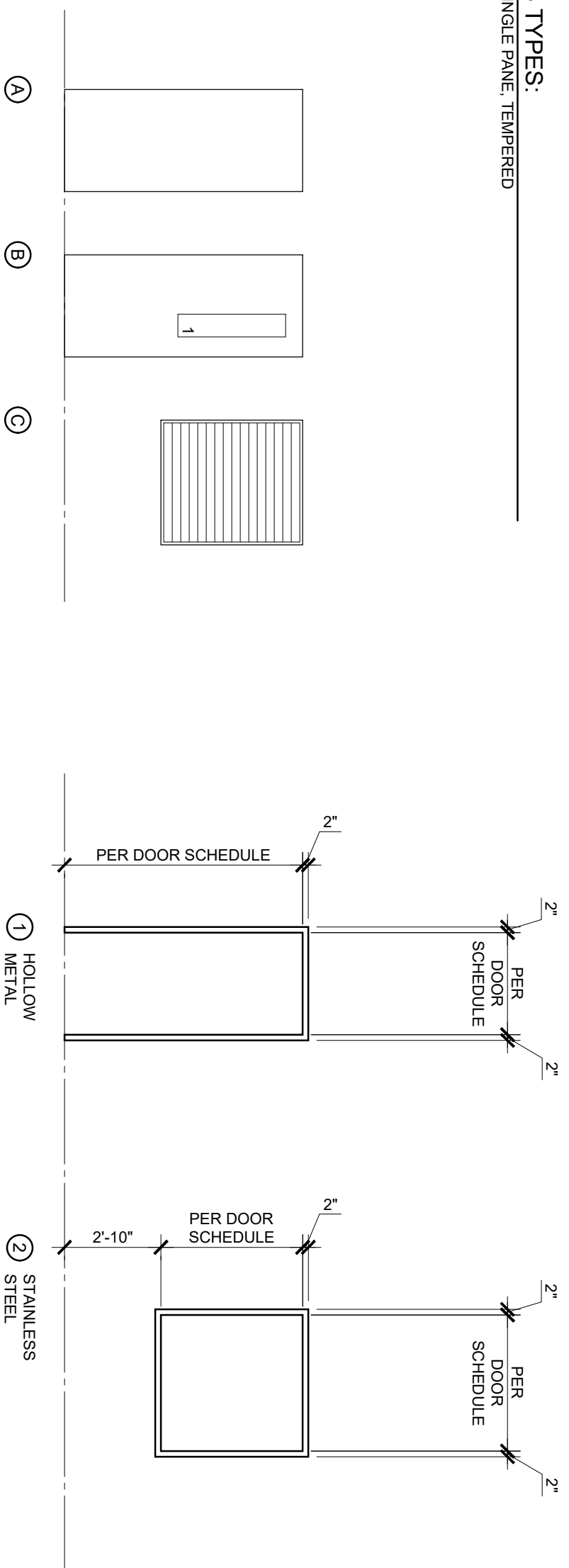
WEST VALLEY HOUSING AUTHORITY
 PIONEER VILLAGE COMMUNITY CENTER

375 TAVBIN RD NW
 SALEM, OR 97304
 SHEET

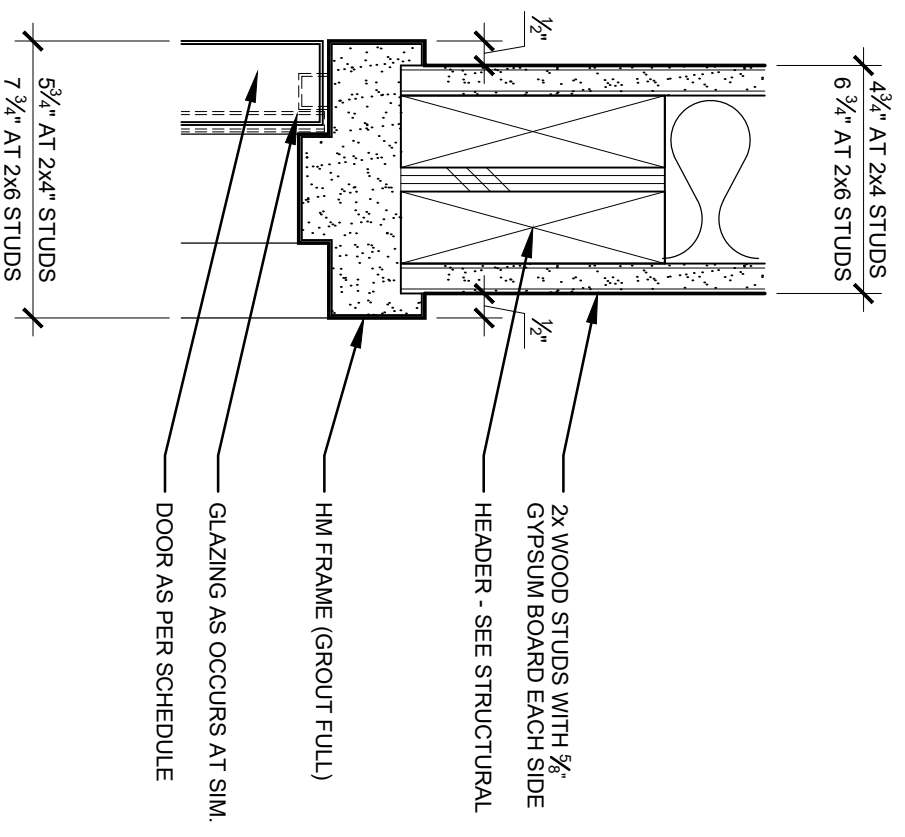
A6.1



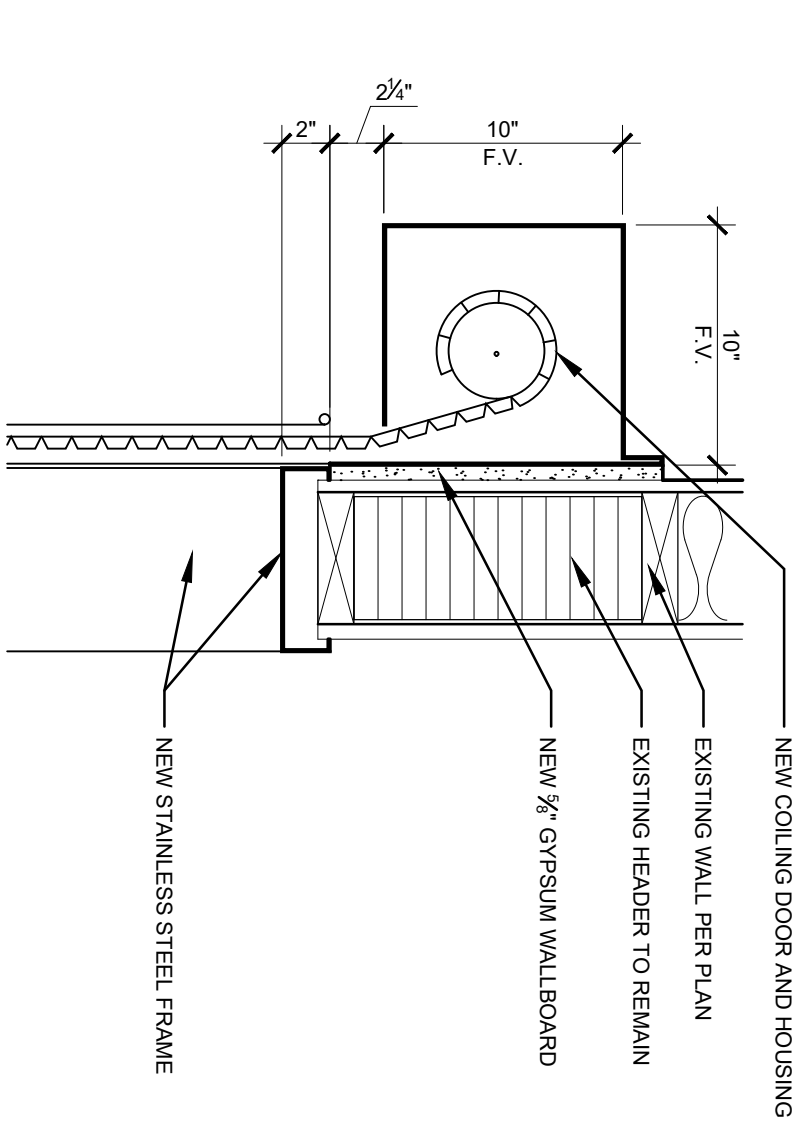
GLASS TYPES:
TYPE 1: SINGLE FRAME, TEMPERED



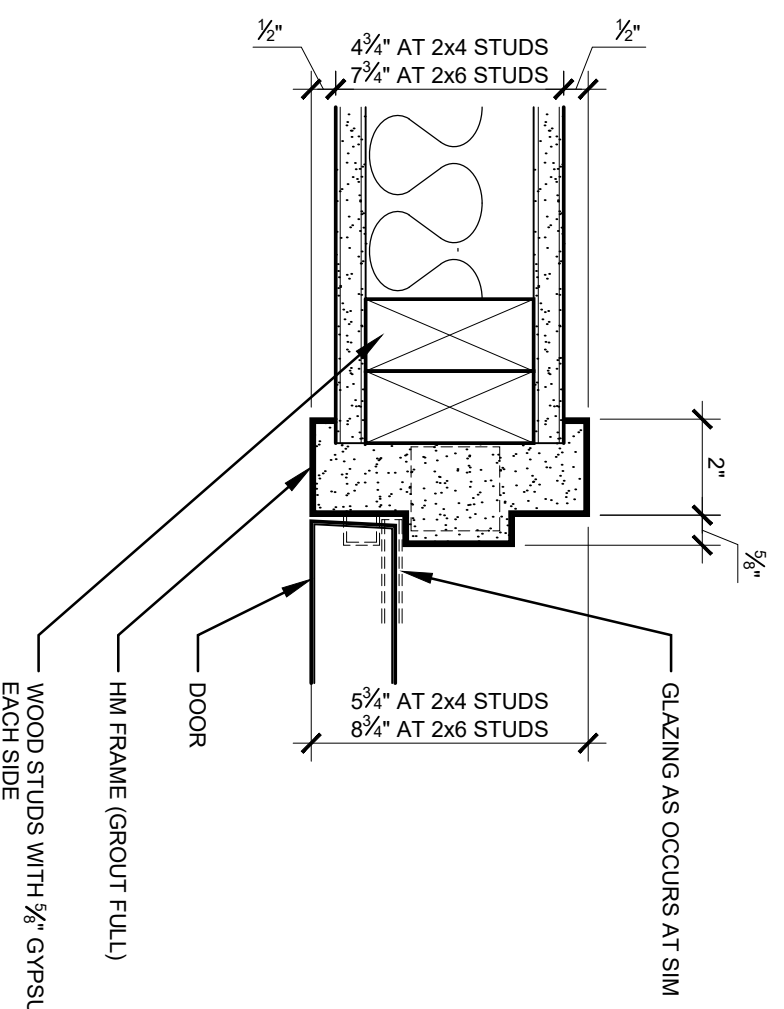
1 DOOR TYPES
SCALE: 1/4" = 1'-0"



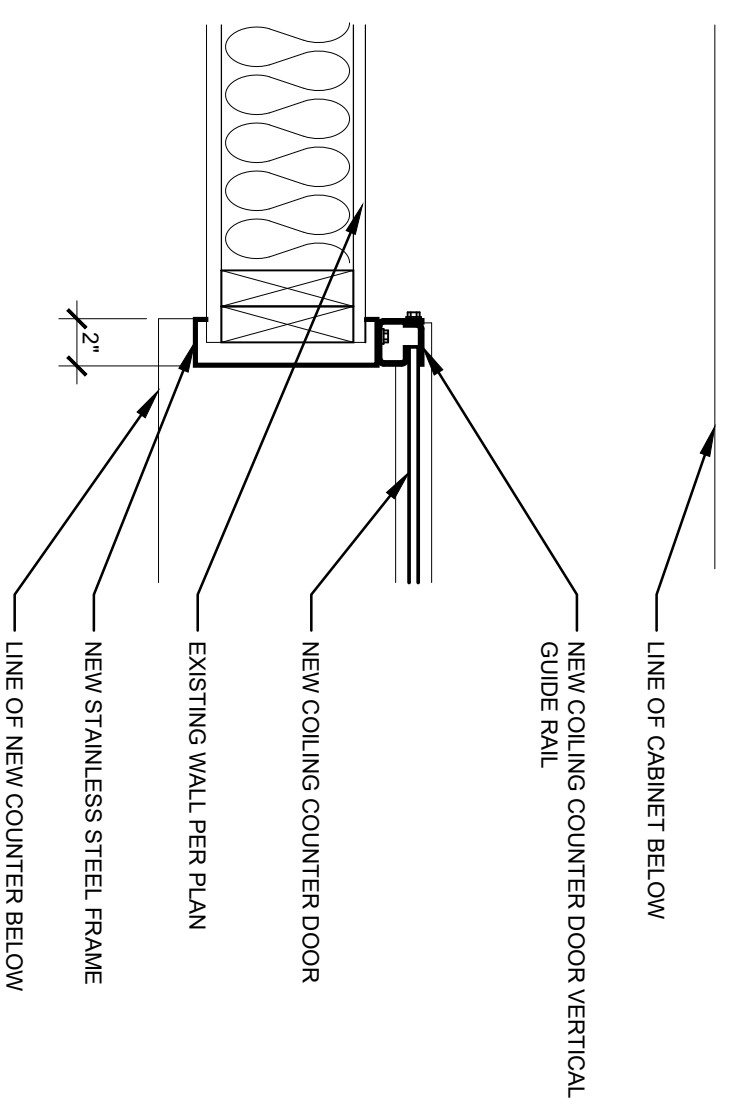
2 FRAME TYPES
SCALE: 1/4" = 1'-0"



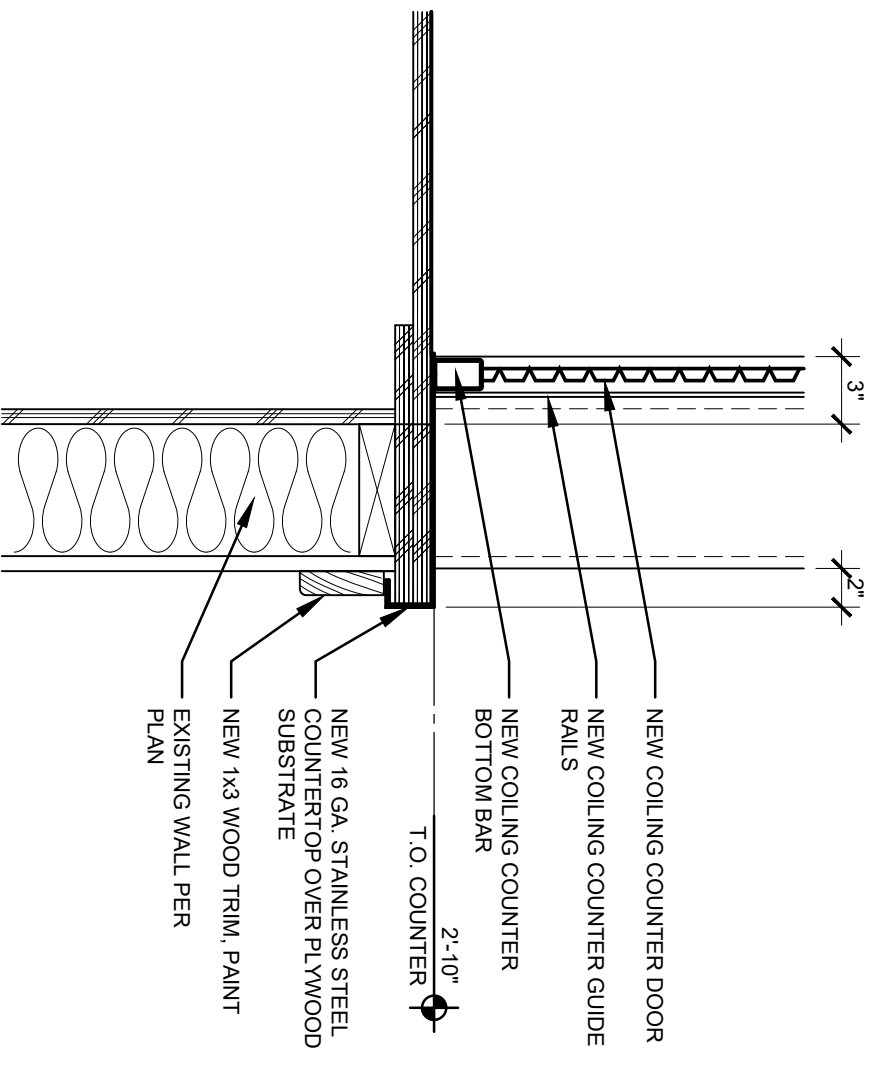
3 TYP HOLLOW METAL HEAD - WD STUD
SCALE: 3/8" = 1'-0"



4 TYPICAL HOLLOW METAL JAMB
SCALE: 3/8" = 1'-0"



5 COILING DOOR HEAD
SCALE: 1 1/2" = 1'-0"



6 COILING DOOR SILL
SCALE: 1 1/2" = 1'-0"

FINISH KEY - PROJECT NO. 2024.0021

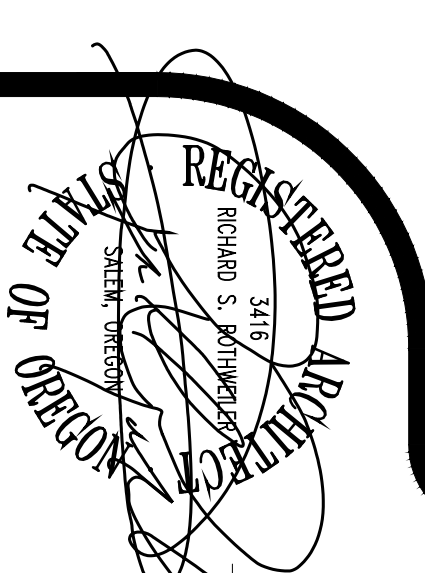
FLOOR	BASE	WALL	CEILING
1	NEW LUXURY VINYL TILE	A	NEW RUBBER BASE
2	EXISTING CONCRETE TO REMAIN SEAL	B	NOT USED
		1	EXISTING GYPSUM WALLBOARD, PAINT
		2	NEW GYPSUM WALLBOARD, PAINT
		A	EXISTING GYPSUM WALLBOARD, PAINT
		B	NEW GYPSUM WALLBOARD, PAINT

ROOM FINISH SCHEDULE - PROJECT NO. 2024.0021

NO.	ROOM	FLOOR		WALLS			CEILING		REMARKS
		MATL	BASE	N. WALL MATL	E. WALL MATL	S. WALL MATL	W. WALL MATL	HEIGHT	
101	SOCIAL HALL	1	A	1	1	1	1	1	EXIST PAINT SOFFIT
102	CLOSET	1	A	1	1	1	1	1	AB EXST
103	KITCHEN	1	A	1	1.2	1	1	1	A EXST
104	CLOSET	1	A	1	1	1	1	1	A EXST
105	CLOSET	1	A	2	1.2	1	1	1	B EXST
106	LIBRARY	1	A	1	1	1	1.2	AB	EXST
107	HALL	1	A	1	1	1	1	1	A EXST
108	JANITOR	2	A	1	1	1	1	1	A EXST
109	WOMENS	-	-	-	-	-	-	-	NO WORK
110	MENS	-	-	-	-	-	-	-	NO WORK
111	CLOSET	1	A	1	1	1	1	1	A EXST
112	UNISEX H.C. ACCESSIBLE	-	-	-	-	-	-	-	NO WORK
113	OFFICE	1	A	1	1	1	1	1	A EXST
114	CONFERENCE	1	A	1	1	1	1	1	A EXST
115	STORAGE	1	A	1	1	1	1	1	A EXST
116	CLOSET	1	A	1	1	1	1	1	A EXST
117	HALL	1	A	1	1	1	1	1	A EXST
118	HALL	1	A	1	1	1	1	1	A EXST
119	ELECTRICAL	2	A	1	1	1	1	1	A EXST
120	WORK	1	A	1	1	1	1	1	A EXST
121	RECEPTION	1	A	1	1	1	1	1	A EXST
122	STORAGE	1	A	1	1	1	1	1	A EXST
123	WAITING	1	A	1.2	1.2	1	1	1.2	AB EXST

ALL DOORS 1-3/4" THICK UNLESS OTHERWISE NOTED
DOOR SCHEDULE - PROJECT NO. 2024.0021

NO.	NOMINAL SIZE	DOOR		FRAME			DETAILS (ALL DETAILS ON SHEET A8.1 UNLESS OTHERWISE NOTED)					REMARKS
		TYPE	MATL	GLASS	TYPE	MATL	GLASS	H	J	S	HDWR GROUP	
(E) 101A	PR 2'-8"x7'-0"	EXST	EXST	TEMP	EXST	TEMP	-	-	-	-	1	-
(E) 101B	PR 2'-8"x7'-0"	EXST	EXST	TEMP	EXST	TEMP	-	-	-	-	1	-
103A	3'-0"x7'-0"	B	HM	TEMP	1	HM	-	3	4	-	2	-
103B	3'-8"x4'-2"	C	ALUM	-	2	SS	-	5	6	7	-	-
105	2'-6"x7'-0"	A	HM	-	1	HM	-	3	4	-	3	-



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JOB NO. 2024.0021
DATE APRIL 12, 2024
DRAWN CJA
REVISIONS

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WEST VALLEY HOUSING AUTHORITY
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SALEM, OR 97304

SHEET

A8.1

2024.0021.000		Project Title Page
		000101 - 1

**SECTION 000101
PROJECT TITLE PAGE**

**PROJECT MANUAL
FOR**

**WEST VALLE HOUSING AUTHORITY - PIONEER VILLAGE
ARCHITECTS PROJECT NUMBER 2024.0021.000**

**WEST VALLE HOUSING AUTHORITY
PIONEER VILLAGE COMMUNITY CENTER
SALEM OREGON 97304**

DATE APRIL 16 2024

PREPARED BY

**ACCOC ARCHITECTURE
1100 LIBERTY RD SE SUITE 200
SALEM OREGON 97302
PHONE 503. 1.4114
FAX 503. 1.136
E-MAIL ARCHITECTS@ACCOAC.COM**

IN THE EVENT CONFLICTS ARE DISCOVERED BETWEEN THE ORIGINAL SIGNED AND SEALED DOCUMENTS PREPARED BY THE ARCHITECTS AND THEIR CONSULTANTS AND THE COPIES OF THE DOCUMENTS TRANSMITTED BY MAIL FAX ELECTRONICALLY OR OTHERWISE THE ORIGINAL SIGNED AND SEALED DOCUMENTS SHALL GOVERN.

West Valley Housing authority - Pioneer Village		
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**SECTION 000110
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 000101 - Project Title Page
- B. 000110 - Table of Contents

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 011000 - Summary
- B. 014219 - Reference Standards

2.02 DIVISION 02 -- EXISTING CONDITIONS

- A. 024100 - Demolition

2.03 DIVISION 03 -- CONCRETE NOT USED

2.04 DIVISION 04 -- MASONRY NOT USED

2.0 DIVISION 0 -- METALS NOT USED

2.06 DIVISION 06 -- WOOD PLASTICS AND COMPOSITES

- A. 061000 - Rough Carpentry
- B. 062000 - Finish Carpentry
- C. 064100 - Architectural Wood Casework

2.0 DIVISION 0 -- THERMAL AND MOISTURE PROTECTION

- A. 079200 - Joint Sealants

2.0 DIVISION 0 -- OPENINGS

- A. 081113 - Hollow Metal Doors and Frames
- B. 081416 - Flush Wood Doors
- C. 083323 - Overhead Coiling Doors
- D. 087110 - Basis of Design Door Hardware - Hager
- E. 088000 - Glazing

2.0 DIVISION 0 -- FINISHES

- A. 090561 - Common Work Results for Flooring Preparation
- B. 092116 - Gypsum Board Assemblies
- C. 096500 - Resilient Flooring
- D. 099123 - Interior Painting

2.10 DIVISION 10 -- SPECIALTIES

- A. 10 2601 - Wall and Corner Guards

2.11 DIVISION 11 -- EQUIPMENT NOT USED

2.12 DIVISION 12 -- FURNISHINGS NOT USED

2.13 DIVISION 13 -- SPECIAL CONSTRUCTION NOT USED

2.14 DIVISION 14 -- CONVEYING EQUIPMENT NOT USED

2.1 DIVISION 1 -- RESERVED NOT USED

2.16 DIVISION 16 -- RESERVED NOT USED

END OF SECTION

West Valley Housing authority - Pioneer Village		
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**SECTION 011000
SUMMAR**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: West Valley Housing Authority - Pioneer Village
- B. Owner's Name: West Valley Housing Authority.
- C. Architect's Name: AC + Co Architecture.
- D. The Project consists of the construction of the renovation to the Community Center.

1.02 DESCRIPTION OF ALTERATIONS WOR

- A. Scope of demolition and removal work is indicated on drawings.
- B. Scope of alterations work is indicated on drawings.

1.03 OWNER OCCUPANC

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

West Valley Housing authority - Pioneer Village		
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2024.0021.000		Reference Standards
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**SECTION 01421
REFERENCE STANDARDS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.
- B. Reference standards full title and edition date.

1.02 RELATED REQUIREMENTS

- A. Document 007200 - General Conditions: Reference standards.

1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- C. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by Contract Documents by mention or inference otherwise in any reference document.

PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS

2.01 AA -- ALUMINUM ASSOCIATION INC.

- A. AA DAF-45 - Designation System for Aluminum Finishes; 2003.

2.02 ACI -- AMERICAN CONCRETE INSTITUTE INTERNATIONAL

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; 2010.
- B. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000.
- C. ACI 305R - Hot Weather Concreting; 2010.
- D. ACI 306R - Cold Weather Concreting; 2010.
- E. ACI 347R - Guide to Formwork for Concrete; 2014.
- F. ACI SP-66 - ACI Detailing Manual; 2004.

2.03 ANSI -- AMERICAN NATIONAL STANDARDS INSTITUTE

- A. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2011.
- B. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.
- C. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.

2.04 ASME -- THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS

- A. ASME A17.2 - Guide for Inspection of Elevators, Escalators, and Moving Walks; 2014.

2.0 ASTM A SERIES -- ASTM INTERNATIONAL

- A. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
- B. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts; 2007a (Reapproved 2014).
- C. ASTM A563M - Standard Specification for Carbon and Alloy Steel Nuts [Metric]; 2007.

West Valley Housing authority - Pioneer Village		
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- D. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2015.
- E. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2014.

2.06 ASTM B SERIES -- ASTM INTERNATIONAL

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.

2.0 ASTM C SERIES -- ASTM INTERNATIONAL

- A. ASTM C206 - Standard Specification for Finishing Hydrated Lime; 2014.
- B. ASTM C387/C387M - Standard Specification for Packaged, Dry, Combined Materials for Concrete and High Strength Mortar; 2011b.
- C. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method; 2009a.
- D. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- E. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2014).
- F. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2009).
- G. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- H. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2015.
- I. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2012.
- J. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- K. ASTM C926 - Standard Specification for Application of Portland Cement-Based Plaster; 2015b.
- L. ASTM C955 - Standard Specification for Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging for Screw Application of Gypsum Panel Products and Metal Plaster Bases; 2011c.
- M. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.

2.0 ASTM D SERIES -- ASTM INTERNATIONAL

- A. ASTM D2583 - Standard Test Method for Indentation Hardness of Rigid Plastics by Means of Barcol Impressor; 2013a.
- B. ASTM D3498 - Standard Specification for Adhesives for Field-Gluing Wood Structural Panels (Plywood or Oriented Strand Board) to Wood Based Floor System Framing; 2019a.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

2.0 ICC-ES -- ICC EVALUATION SERVICE INC.

2.10 NAAMM -- T E NATIONAL ASSOCIATION OF ARC ITECTURAL METAL MANUFACTURERS

- A. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.

West Valley Housing authority - Pioneer Village		

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B. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.

2.11 PCA -- PORTLAND CEMENT ASSOCIATION

A. PCA EB049 - Portland Cement Plaster/Stucco Manual; 2003.

2.12 ASTM E SERIES -- ASTM INTERNATIONAL

2.13 SPRI -- SINGLE PLY ROOFING INDUSTRY

A. SPRI RP-4 - Wind Design Standard for Ballasted Single-Ply Roofing Systems; 2008.

2.14 TPI -- TRUSS PLATE INSTITUTE

A. TPI BCSI 1 - Building Component Safety Information Booklet: The Guide to Good Practice for Handling, Installing & Bracing of Metal Plate Connected Wood Trusses; 2011.

2.1 WDMA -- WINDOW AND DOOR MANUFACTURERS ASSOCIATION FORMERLY NWWDA

A. WDMA I.S. 1A - Interior Architectural Wood Flush Doors; 2013.

PART 3 UNITED STATES GOVERNMENT AND RELATED AGENCIES DOCUMENTS

3.01 CFR -- CODE OF FEDERAL REGULATIONS

A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.

B. 49 CFR 37 - Transportation Services for Individuals with Disabilities (ADA); current edition.

3.02 FHWA -- FEDERAL HIGHWAY ADMINISTRATION

A. FHWA MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways; U.S. Department of Transportation, Federal Highway Administration; Current Edition.

3.03 FS -- FEDERAL SPECIFICATIONS AND STANDARDS GENERAL SERVICES ADMINISTRATION

A. FS TT-P-1952 - Paint, Traffic Black, and Airfield Marking, Waterborne; Rev. E, 2007.

3.04 PS -- PRODUCT STANDARDS

A. PS 20 - American Softwood Lumber Standard; 2010.

3.0 USGS -- UNITED STATES GEOLOGICAL SURVEY

A. ASTM E795 - Standard Practices for Mounting Test Specimens During Sound Absorption Tests; 2005 (Reapproved 2012).

3.06 ASTM F SERIES -- ASTM INTERNATIONAL

A. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples; 2013.

B. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).

3.0 BHMA -- BUILDERS HARDWARE MANUFACTURERS ASSOCIATION

A. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2014.

3.0 CAL -- STATE OF CALIFORNIA

A. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.

3.0 GA -- GYPSUM ASSOCIATION

A. GA-216 - Application and Finishing of Gypsum Board; 2013.

END OF SECTION

West Valley Housing authority - Pioneer Village		
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2024.0021.000		Demolition
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**SECTION 024100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: Limitations on Contractor's use of site and premises.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Provide, erect, and maintain temporary barriers and security devices.
 - 3. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- E. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- F. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.

West Valley Housing authority - Pioneer Village		
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- E. Protect existing work to remain.
 - 1. Repair adjacent construction and finishes damaged during removal work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

West Valley Housing authority - Pioneer Village		

2024.0021.000		Rough Carpentry
		061000 - 1

**SECTION 061000
ROUG CARPENTR□**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonstructural dimension lumber framing.
- B. Rough opening framing for doors, windows, and roof openings.
- C. Preservative treated wood materials.
- D. Concealed wood blocking, nailers, and supports.
- E. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 092116 - Gypsum Board Assemblies: Gypsum-based sheathing.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- B. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2009).
- C. ASTM D3498 - Standard Specification for Adhesives for Field-Gluing Wood Structural Panels (Plywood or Oriented Strand Board) to Wood Based Floor System Framing; 2019a.
- D. AWPA U1 - Use Category System: User Specification for Treated Wood; 2012.
- E. PS 20 - American Softwood Lumber Standard; 2010.
- F. WWPA G-5 - Western Lumber Grading Rules; 2011.

1.04 SUBMITTALS

- A. Structural Composite Lumber: Submit manufacturer's published structural data including span tables, marked to indicate which sizes and grades are being used; if structural composite lumber is being substituted for dimension lumber or timbers, submit grading agency structural tables marked for comparison.

1.0 DELIVER □ STORAGE AND ANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

1.06 WARRANT □

- A. Correct defective Work within a one year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
 - 4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Western Wood Products Association; WWPA G-5.

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- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: Kiln-dry or MC15.
- D. Stud Framing (2 by 2 through 2 by 6):
 - 1. Species: Douglas Fir-Larch.
 - 2. Grade: No. 2 unless otherwise noted on plans.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16):
 - 1. Species: Douglas Fir-Larch
 - 2. Grade: No. 2 unless otherwise noted on plans.
- F. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 STRUCTURAL COMPOSITE LUMBER

- A. At Contractor's option, structural composite lumber may be substituted for concealed dimension lumber and timbers.
- B. Structural Composite Lumber: Factory fabricated beams, headers, and columns, of sizes and types indicated on drawings; structural capacity as published by manufacturer.
 - 1. Columns: Use laminated veneer lumber, laminated strand lumber, or parallel strand lumber with manufacturer's published modulus of elasticity, E: 1,800,000 psi, minimum.
 - 2. Beams: Use laminated veneer lumber, laminated strand lumber, or parallel strand lumber with manufacturer's published modulus of elasticity, E: 1,800,000 psi, minimum.
 - 3. Headers Not Longer Than 48 inches: Use laminated veneer lumber, laminated strand lumber, or parallel strand lumber.

2.04 EXPOSED BOARDS

- A. Submit manufacturer's certificate that products meet or exceed specified requirements, in lieu of grade stamping.
- B. Moisture Content: Kiln-dry (15 percent maximum).
- C. Surfacing: S4S.
- D. Species: Douglas Fir.
- E. Grade: No. 2, 2 Common, or Construction.

2.0 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
 - 3. Interior Partition Securement: Simpson DTC clip, 18 ga, typically at all interior walls.

2.06 FACTOR WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWA standards.
- B. Preservative Treatment:
 - 1. Preservative Pressure Treatment of Lumber Above Grade: AWWA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - a. Kiln dry lumber after treatment to maximum moisture content of 15 percent.

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- b. Treat lumber in contact with masonry or concrete.
- c. Treat lumber in other locations as indicated.
- 2. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
 - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.
 - b. Treat plywood in contact with roofing, flashing, or waterproofing.
 - c. Treat plywood in contact with masonry or concrete.
 - d. Treat plywood less than 18 inches above grade.
 - e. Treat plywood in other locations as indicated.
- 3. Preservative Pressure Treatment of Lumber in Contact with Soil: AWPA U1, Use Category UC4A, Commodity Specification A using waterborne preservative.
 - a. Preservative for Field Application to Cut Surfaces: As recommended by manufacturer of factory treatment chemicals for brush-application in the field.
 - b. Restrictions: Do not use lumber or plywood treated with chromated copper arsenate (CCA) in exposed exterior applications subject to leaching.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.02 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength .
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices .
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes.
- E. Install horizontal spanning members with crown edge up and not less than 1-1/2 inches of bearing at each end.
- F. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- G. Provide bridging at joists in excess of 8 feet span as detailed. Fit solid blocking at ends of members.
- H. Frame wall openings with single full height studs at each jamb unless otherwise noted; support headers on single cripple stud unless otherwise noted.
- I. Interior walls to be terminated below roof trusses or other floor joists. Provide a 3/4" air gap to be left between top of wall and bottom of structure. Attach DTC clip to secure wall in place. Space DTC clips at 4'-0" where applicable or between every other truss.
- J. Interior walls where no structure is above, contractor has the option to provide 45 degree supports anchored to structure (above) and to the top of the wall using (2) wood screws (minimum) on both ends of support. Space bracing members at three feet on center as required to support wall.

3.03 BLOC ING NAILERS AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

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- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to authorities having jurisdiction may be used in lieu of solid wood blocking.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- E. Provide the following specific nonstructural framing and blocking:
 - 1. Cabinets and shelf supports.
 - 2. Wall brackets.
 - 3. Handrails.
 - 4. Grab bars.
 - 5. Bath accessories.
 - 6. Wall-mounted door stops.
 - 7. Wall paneling and trim.

3.04 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.0 CLEANING

- A. Waste Disposal: See Section 017419 - Constr.Waste Mgmt. and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

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**SECTION 062000
FINIS CARPENTR□**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wood door frames, (glazed frames as scheduled).
- B. Wood casings and moldings.

1.02 RELATED REQUIREMENTS

- A. Section 061000 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 064100 - Architectural Wood Casework: Shop fabricated custom cabinet work.
- C. Section 099123 - INTERIOR PAINTING: Painting of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.0; 2016.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot, minimum.
 - 2. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- B. Samples: Submit two samples of wood trim 12 inch long.

1.0 QUALIT□ ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.06 DELIVER□ STORAGE AND ANDLING

- A. Store finish carpentry items under cover, elevated above grade, and in a dry, well-ventilated area not exposed to heat or sunlight.
- B. Protect from moisture damage.
- C. Handle materials and products to prevent damage to edges, ends, or surfaces.

PART 2 PRODUCTS

2.01 FINIS CARPENTR□ ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Interior Woodwork Items:
 - 1. Moldings, Bases, Casings, and Miscellaneous Trim: Clear white pine; prepare for paint finish.
 - 2. Door and Pocket Door Frames: Clear white pine; prepare for paint finish.
 - 3. Window Sills: MDF; prepare for paint finish.
 - 4. Wall Base: Clear white pine; prepare for paint finish.

2.02 LUMBER MATERIALS

- A. Softwood Lumber: Pine species, plain sawn, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.
- B. Hardwood Lumber: Cedar species, quarter sawn, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

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2.03 FASTENINGS

- A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.
- B. Fasteners: Of size and type to suit application; standard finish in concealed locations and galvanized finish in exposed exterior locations.

2.04 ACCESSORIES

- A. Lumber for Shimming and Blocking: Softwood lumber of hardwood species.
- B. Primer: Alkyd primer sealer.
- C. Wood Filler: Solvent base, tinted to match surface finish color.

2.0 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. Shop prepare and identify components for book match grain matching during site erection.
- C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.06 S OP FINIS ING

- A. Sand work smooth and set exposed nails.
- B. Apply wood filler in exposed nail indentations.
- C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- D. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
 - 1. Transparent:
 - a. System - 1, Lacquer, Nitrocellulose.
 - b. Stain: As selected by Architect.
 - c. Sheen: Satin.
 - 2. Opaque:
 - a. System - 1, Lacquer, Nitrocellulose.
 - b. Color: As selected by Architect.
 - c. Sheen: Satin.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.
- D. Install components with nails at 36 inch on center.
- E. Install hardware supplied by Section 087100 in accordance with manufacturer's written instructions.

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3.03 PREPARATION FOR SITE FINIS ING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 099123.
- C. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

END OF SECTION

2024.0021.000		Architectural Wood Casework
		064100 - 1

**SECTION 064100
ARCHITECTURAL WOOD CASEWORK**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated cabinet units at kitchen.
- B. Countertops.
- C. Hardware.
- D. Factory finishing.

1.02 RELATED REQUIREMENTS

- A. Section 061000 - Rough Carpentry: Support framing, grounds, and concealed blocking.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.0; 2016.
- C. BHMA A156.9 - American National Standard for Cabinet Hardware; 2010.
- D. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot, minimum.
- B. Product Data: Provide data for hardware accessories.
- C. Samples: Submit actual samples of architectural cabinet construction, minimum 12 inches square, illustrating proposed cabinet substrate and finish.

1.0 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
 - 1. Company with at least one project in the past 5 years with value of woodwork within 20 percent of cost of woodwork for this Project.
 - 2. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Protect units from moisture damage.

1.0 FIELD CONDITIONS

- A. During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

PART 2 PRODUCTS

2.01 CABINETS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI (AWS) for Custom Grade.
- B. Face Frame and Door Frame: Solid Wood
- C. Plastic Laminate Faced Cabinets: Custom grade.
- D. Cabinets: Plastic Laminate
 - 1. Finish - Exposed Exterior Surfaces: Decorative laminate.
 - 2. Finish - Exposed Interior Surfaces: Decorative laminate.
 - 3. Finish - Concealed Surfaces: Melamine.

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4. Door and Drawer Front Retention Profiles: Removable stop.
5. Casework Construction Type: Type A - Frameless.
6. Grained Face Layout for Cabinet and Door Fronts: Flush panel.
 - a. Custom Grade: Doors, drawer fronts and false fronts wood grain to run and match vertically within each cabinet unit.
7. Cabinet Design Series: As indicated on drawings.
8. Case Materials: plywood
9. Shelves: melamine finish
10. Drawer Materials: Melamine
11. Drawer Bottom: Melamine
12. Drawer Construction: Butt Joint with Captive Bottom
13. Drawer Glides: Full Extension Ball Bearing Side Mount with 100 lb rating
14. Cabinet Doors and Drawer Fronts: Flush style.
15. Drawer Construction Technique: Dovetail joints.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

2.03 LAMINATE MATERIALS

- A. Manufacturers:
 1. Formica Corporation: www.formica.com/#sle.
 2. Wilsonart LLC: www.wilsonart.com/#sle.
 3. Substitutions: See Section 016000 - Product Requirements.
- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications.

2.04 COUNTERTOPS

- A. Plastic Laminate Countertops: Medium density fiberboard substrate covered with HPDL, post formed backsplash. Plywood substrate two feet each side of sink.

2.0 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Plastic Edge Banding: 3MM Extruded PVC, convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness.
 1. Color: As selected by Architect from manufacturer's standard range.
 2. Use at all exposed plywood edges.
 3. Use at all exposed shelf edges.
 4. Wood Tape is not acceptable.
- C. Fasteners: Size and type to suit application.
- D. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.
- E. Concealed Joint Fasteners: Threaded steel.

2.06 HARDWARE

- A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.
- B. Adjustable Shelf Supports: Standard side-mounted system using recessed metal shelf standards or multiple holes for pin supports and coordinated self rests, polished chrome finish, for nominal 1 inch spacing adjustments.
- C. Fixed Specialty Shelf Supports:
 1. Color: to be selected from manufacturers standard colors.
- D. Drawer and Door Pulls: "U" shaped wire pull, steel with chrome finish, 4 inch centers.

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- E. Cabinet Locks: Keyed cylinder, two keys per lock, steel with satin finish.
- F. Catches: Touch type.
- G. Drawer Slides:
 - 1. Type: Full extension. with ball bearing side mount with 100 lb rating.
 - 2. Static Load Capacity: Commercial grade.
 - 3. Mounting: Side mounted.
 - 4. Stops: Integral type.
 - 5. Features: Provide self closing/stay closed type.
 - 6. Manufacturers:
 - a. Knapé & Vogt Manufacturing Company; Heavy-Duty Drawer Slides: www.knapelandvogt.com/#sle.
 - b. Substitutions: See Section 016000 - Product Requirements.
- H. Hinges: European style concealed self-closing type, steel with polished finish.

2.0 FABRICATION

- A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- B. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
- C. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.
 - 1. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
- D. Provide cutouts for plumbing fixtures and appliances. Verify locations of cutouts from on-site dimensions. Prime paint cut edges.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- C. Use fixture attachments in concealed locations for wall mounted components.
- D. Use concealed joint fasteners to align and secure adjoining cabinet units.
- E. Carefully install casework abutting other components, with maximum gaps of 1/8 inch. Provide additional overlay trim to narrow gap as required to 1/32 inch.
- F. Secure cabinets to floor using appropriate angles and anchorages.
- G. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

3.03 ADJUSTING

- A. Adjust installed work.
- B. Adjust moving or operating parts to function smoothly and correctly.

3.04 CLEANING

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

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2024.0021.000		Joint Sealants
		079200 - 1

**SECTION 0 200
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 088000 - Glazing: Glazing sealants and accessories.
- B. Section 092116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2006 (Reapproved 2011).
- B. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- E. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2014.
- F. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2002 (Reapproved 2013).
- G. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2005 (Reapproved 2010).

1.04 SUBMITTALS

- A. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
- B. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.0 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

1.06 WARRANTY

- A. Correct defective work within a five year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.

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1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 2. Tremco Global Sealants: www.tremcosealants.com.
 3. Sherwin-Williams Company: www.sherwin-williams.com.
 4. W.R. Meadows, Inc: www.wrmeadows.com/sle.
 5. Substitutions: See Section 016000 - Product Requirements.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 2. Tremco Global Sealants: www.tremcosealants.com.
 3. Sherwin-Williams Company: www.sherwin-williams.com.
 4. W.R. Meadows, Inc: www.wrmeadows.com/sle.
 5. Substitutions: See Section 016000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Seal all external cracks, joints, penetrations, edges, and entry points with caulking.
 - e. Openings below ledge angles in masonry.
 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
 - 1) Exception: Through-penetrations in sound-rated assemblies that are also fire-rated assemblies.
 - b. Other joints indicated below.
 3. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use nonsag non-staining silicone sealant, Type 1, unless otherwise indicated.
1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing; Type 4.
 2. Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane "traffic-grade" sealant; Type 5.
- C. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant; Type 3.
 2. Wall and Ceiling Joints in Wet Areas: Nonsag polyurethane sealant for continuous liquid immersion; Type 2.
 3. Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
 4. Narrow Control Joints in Interior Concrete Slabs: Self-leveling epoxy sealant; Type 6.
- D. Interior Wet Areas: Bathrooms, restrooms, and kitchens; fixtures in wet areas include plumbing fixtures, countertops, and cabinets.

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2.03 JOINT SEALANTS - GENERAL

- A. Colors: As selected by Architect from standard product range.

2.04 NONSAG JOINT SEALANTS

- A. Type 1 - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
1. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 2. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 3. Color: Match adjacent finished surfaces.
 4. Cure Type: Single-component, neutral moisture curing.
 5. Location: Exterior Joints
- B. Type 2 - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multicomponent; not expected to withstand continuous water immersion or traffic.
1. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 2. Color: Match adjacent finished surfaces.
 3. Service Temperature Range: Minus 40 to 180 degrees F.
- C. Type 3 - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
1. Color: Standard colors matching finished surfaces, Type OP (opaque).
 2. Grade: ASTM C834; Grade 0 Degrees F (Minus 18 Degrees C).
 3. Location: Interior non-wet areas only.
- D. Type 4 - Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.

2.0 SELF-LEVELING SEALANTS

- A. Type 5 - Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multicomponent; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
 3. Color: To be selected by Architect from manufacturer's standard range.
 4. Service Temperature Range: Minus 40 to 180 degrees F.
 5. Location: Exterior sidewalks
- B. Type 6 - Semi-Rigid Self-Leveling Epoxy Joint Filler: Epoxy or epoxy/polyurethane copolymer; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.
1. Composition: Multi-component, 100 percent solids by weight.
 2. Durometer Hardness: Minimum of 85 for Type A or 35 for Type D, after seven days when tested in accordance with ASTM D2240.
 3. Color: To be selected by Architect from manufacturer's standard colors.
 4. Joint Width, Minimum: 1/8 inch.
 5. Joint Width, Maximum: 1/4 inch.
 6. Joint Depth: Provide product suitable for joints from 1/8 inch to 2 inches in depth including space for backer rod.
 7. Location: Joint Filler for Concrete Slab Saw-Cuts and Narrow Cracks

2.06 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.

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- 2. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- I. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION

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		081113 - 1

**SECTION 0 1113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal frames.
- B. Hollow metal frames for wood doors.
- C. Thermally insulated hollow metal doors with frames.
- D. Hollow metal borrowed lites glazing frames.

1.02 RELATED REQUIREMENTS

- A. Section 087100 - Door Hardware.
- B. Section 088000 - Glazing: Glass for doors and borrowed lites.
- C. Section 099123 - INTERIOR PAINTING: Field painting.

1.03 ABBREVIATIONS AND ACRONYMS

- A. ANSI: American National Standards Institute.
- B. HMMA: Hollow Metal Manufacturers Association.
- C. NAAMM: National Association of Architectural Metal Manufacturers.
- D. NFPA: National Fire Protection Association.
- E. SDI: Steel Door Institute.
- F. UL: Underwriters Laboratories.

1.04 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2011.
- C. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.
- D. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- F. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2015.
- G. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2014.
- H. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2012.
- I. ASTM C476 - Standard Specification for Grout for Masonry; 2010.
- J. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2014.
- K. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2009.
- L. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.
- M. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.

1.0 SUBMITTALS

- A. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.

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- B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- C. Manufacturer's Qualification Statement.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Curries, an Assa Abloy Group company: www.assaabloydss.com.
 - 2. Republic Doors, an Allegion brand: www.republicdoor.com/#sle.
 - 3. Substitutions: See Section 016000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
 - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
 - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 - 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
 - 4. Door Edge Profile: Manufacturers standard for application indicated.
 - 5. Typical Door Face Sheets: Flush.
 - 6. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturers standard.
 - 7. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
 - 8. Zinc Coating for Typical Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvanized) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
 - a. Based on SDI Standards: Provide at least A40/ZF120 (galvanized) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvanized) for corrosive locations.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

- A. Door Finish: Factory primed and field finished.
- B. Exterior Doors: Thermally insulated.
 - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 3 - Extra Heavy-duty.
 - b. Physical Performance Level A, 1,000,000 cycles; in accordance with ANSI/SDI A250.4.

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- c. Model 2 - Seamless.
- d. Door Face Metal Thickness: 16 gage, 0.053 inch, minimum.
- e. Zinc Coating: A60/ZF180 galvanized coating; ASTM A653/A653M.
- 2. Core: Polystyrene.
- 3. Door Thermal Resistance: R-Value of 6.0 minimum, for installed thickness of polystyrene.
- 4. Door Thickness: 1-3/4 inches, nominal.
- 5. Weatherstripping: Refer to Section 087100.
- C. Interior Doors, Non-Fire Rated:
 - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 2 - Heavy-duty.
 - b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 1 - Full Flush.
 - d. Door Face Metal Thickness: 16 gage, 0.053 inch, minimum.
 - 2. Door Core Material: Manufacturers standard core material/construction and in compliance with requirements.
 - 3. Door Thickness: 1-3/4 inches, nominal.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Full profile/continuously welded type.
 - 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvanized) in accordance with ASTM A653/A653M, with A60/ZF180 coating.
 - 2. Frame Metal Thickness: 14 gage, 0.067 inch, minimum.
 - 3. Weatherstripping: Separate, see Section 087100.
- C. Interior Door Frames, Non-Fire-Rated: Fully welded type.
 - 1. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
- D. Door Frames, Fire-Rated: Full profile/continuously welded type.
 - 1. Fire Rating: Same as door, labeled.
 - 2. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
- E. Frames for Wood Doors: Comply with frame requirements in accordance with corresponding door.
- F. Borrowed Lites Glazing Frames: Construction and face dimensions to match door frames, and as indicated on drawings.
- G. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
- H. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inches high to fill opening without cutting masonry units.
- I. Frames Wider than 48 inches: Reinforce with steel channel fitted tightly into frame head, flush with top.

2.0 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.06 ACCESSORIES

- A. Glazing: As specified in Section 088000.
- B. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.
- C. Astragals for Double Doors: Specified in Section 08 7100.
- D. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.

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- E. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- F. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 PREPARATION

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

3.03 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- D. Install door hardware as specified in Section 087100.
- E. Coordinate installation of electrical connections to electrical hardware items.

3.04 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.0 ADJUSTING

- A. Adjust for smooth and balanced door movement.

END OF SECTION

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2024.0021.000		FLUSH WOOD DOORS
		081416 - 1

**SECTION 0 1416
FLUS WOOD DOORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flush wood doors; flush and flush glazed configuration; non-rated.

1.02 RELATED REQUIREMENTS

- A. Section 062000 - Finish Carpentry: Wood door frames.
- B. Section 081113 - Hollow Metal Doors and Frames.
- C. Section 087100 - Door Hardware.
- D. Section 088000 - Glazing.

1.03 REFERENCE STANDARDS

- A. ASTM E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights; 2007.
- B. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2016.
- C. NFPA 105 - Standard for Smoke Door Assemblies and Other Opening Protectives; 2016.
- D. UL 1784 - Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.
- E. WDMA I.S. 1A - Interior Architectural Wood Flush Doors; 2013.

1.04 SUBMITTALS

- A. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
- B. Warranty, executed in Owner's name.

1.0 QUALIT ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than five years of documented experience.

1.06 DELIVER STORAGE AND ANDLING

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging, and inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic; do not store in damp or wet areas or areas where sunlight might bleach veneer; seal top and bottom edges with tinted sealer if stored more than one week, and break seal on site to permit ventilation.

1.0 WARRANT

- A. Interior Doors: Provide manufacturer's warranty for 2 years.
- B. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
 1. Oregon Door; Architectural Series: www.oregondoor.com.
 2. Substitutions: See Section 016000 - Product Requirements.

2.02 DOORS AND PANELS

- A. Doors: See drawings for locations and additional requirements.
 1. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.

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1. Provide solid core doors at all locations.
2. Smoke and Draft Control Doors (Indicated as "S" on Drawings): In addition to required fire rating, provide door assemblies tested in accordance with UL 1784 with maximum air leakage of 3.0 cfm per sq ft of door opening at 0.10 inch wg pressure at both ambient and elevated temperatures for "S" label; if necessary, provide additional gasketing or edge sealing.
3. Wood veneer facing with factory transparent finish as indicated on drawings.

2.03 DOOR AND PANEL CORES

- A. Non-Rated Solid Core: Type particleboard core (PC), plies and faces as indicated.

2.04 DOOR FACINGS

- A. Veneer Facing for Transparent Finish: White birch, veneer grade in accordance with quality standard indicated, plain sawn, with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.
 1. Vertical Edges: Any option allowed by quality standard for grade.
 2. "Pair Match" each pair of doors; "Set Match" pairs of doors within 10 feet of each other when doors are closed.
- B. Facing Adhesive: Type I - waterproof.

2.0 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
 1. Provide solid blocks at lock edge for hardware reinforcement.
 2. Provide solid blocking for other throughbolted hardware.
- C. At exterior doors, provide aluminum flashing at the top and bottom rail and the sill of glazed openings for full thickness and width of door.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- F. Provide edge clearances in accordance with the quality standard specified.

2.06 FINIS ES - WOOD VENEER DOORS

- A. Finish work in accordance with WDMA I.S. 1A for grade specified and as follows:
- B. Seal door top edge with color sealer to match door facing.

2.0 ACCESSORIES

- A. Wood Door Frames: See Section 062000.
- B. Hollow Metal Door Frames: See Section 081113.
- C. Glazing: See Section 088000.
- D. Glazing Stops: Wood, of same species as door facing, butted corners; prepared for countersink style tamper proof screws.
- E. Door Hardware: See Section 087100.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

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		081416 - 3

- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
 - 1. Install fire-rated doors in accordance with NFPA 80 requirements.
 - 2. Install smoke and draft control doors in accordance with NFPA 105 requirements.
 - 3. Install exterior doors in accordance with ASTM E2112.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.
- E. Coordinate installation of glazing.
- F. Install door louvers plumb and level.

3.03 TOLERANCES

- A. Comply with specified quality standard for fit and clearance tolerances.
- B. Comply with specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

END OF SECTION

2024.0021.000		Overhead Coiling Doors
		083323 - 1

**SECTION 0 3323
OVERHEAD COILING DOORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior non-fire-rated coiling doors.
- B. Overhead coiling doors, operating hardware, non-fire-rated, manual operation.

1.02 RELATED REQUIREMENTS

- A. Section 079200 - Joint Sealants: Sealing joints between frames and adjacent construction.
- B. Section 087100 - Door Hardware: Cylinder cores and keys.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.

1.04 SUBMITTALS

- A. Product Data: Provide general construction and component connections and details.
- B. Shop Drawings: Indicate pertinent dimensioning, anchorage methods, hardware locations, and installation details.

1.0 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of type specified and with at least three years documented experience.

1.06 WARRANTY

- A. Manufacturer Warranty: Provide five-year manufacturer warranty for three-ply multifilament polyester fabric curtain. Complete forms in Owner's name and register with manufacturer.
- B. Manufacturer Warranty: Provide lifetime manufacturer warranty for counterweights and tension springs. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Overhead Coiling Doors:
 - 1. The Cookson Company: www.cooksondoor.com.
 - 2. Substitutions: See Section 016000 - Product Requirements.

2.02 COILING DOORS

- A. Non-Fire-Rated Interior Coiling Doors: Steel slat curtain. Community Room kitchen only.
 - 1. Single Thickness Slats: Manufacturer's standard.
 - 2. Nominal Slat Size: 2 inches wide by required length.
 - 3. Finish: stainless.
 - 4. Hood Enclosure: Manufacturer's standard; primed steel.
 - 5. Manual hand chain lift operation.
 - 6. Mounting: Surface mounted.
 - 7. Locking Devices: Lock and latch handle on outside.

2.03 MATERIALS AND COMPONENTS

- A. Metal Curtain Construction: Interlocking slats.
 - 1. Slat Ends: Alternate slats fitted with end locks to act as wearing surface in guides and to prevent lateral movement.

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2024.0021.000		Overhead Coiling Doors
		083323- 2

- 2. Curtain Bottom for Slat Curtains: Fitted with angles to provide reinforcement and positive contact in closed position.
- 3. Stainless Steel Slats: Minimum thickness, 22 gauge, .0253 inch, complying with ASTM A 666, Type 304, rollable temper.
- B. Guide Construction: Continuous, of profile to retain door in place, mounting brackets of same metal.
- C. Guides - Angle: ASTM A36/A36M metal angles, size as indicated.
- D. Hood Enclosure and Trim: Internally reinforced to maintain rigidity and shape.
- E. Lock Hardware:
 - 1. Cylindrical Locking Mechanism: Latchset lock cylinder, specified in Section 087100.
 - 2. Latching Mechanism: Inside mounted, adjustable keeper, spring activated latch bar feature to keep in locked or retracted position.
 - 3. Latch Handle: Interior handle.
 - 4. Manual Chain Lift: Provide padlockable chain keeper on guide.
- F. Roller Shaft Counterbalance: Steel pipe and helical steel spring system, capable of producing torque sufficient to ensure smooth operation of curtain from any position and capable of holding position at mid-travel; with adjustable spring tension; requiring 25 lb nominal force to operate.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that opening sizes, tolerances and conditions are acceptable.

3.02 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.
- C. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.
- D. Fit and align assembly including hardware; level and plumb, to provide smooth operation.
- E. Install enclosure and perimeter trim.

3.03 TOLERANCES

- A. Maintain dimensional tolerances and alignment with adjacent work.
- B. Maximum Variation From Plumb: 1/16 inch.
- C. Maximum Variation From Level: 1/16 inch.
- D. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch per 10 feet straight edge.

3.04 ADJUSTING

- A. Adjust operating assemblies for smooth and noiseless operation.

3.0 CLEANING

- A. Clean installed components.
- B. Remove labels and visible markings.

END OF SECTION

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2024.0021.000		Basis of Design Door Hardware - Hager
		087110 - 1

**SECTION 0 110
BASIS OF DESIGN DOOR HARDWARE - HAGER**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Product requirements for certain door hardware, supplementing specifications in Section 087100.
- B. Low energy power operators.

1.02 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ANSI A250.13 - Testing and Rating of Severe Windstorm Resistant Components for Swinging Door Assemblies; 2008.
- C. BHMA A156.1 - American National Standard for Butts and Hinges; 2013.
- D. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches; 2011.
- E. BHMA A156.3 - American National Standard for Exit Devices; 2014.
- F. BHMA A156.4 - American National Standard for Door Controls - Closers; 2013.
- G. BHMA A156.6 - American National Standard for Architectural Door Trim; 2010.
- H. BHMA A156.7 - American National Standard for Template Hinge Dimensions; 2014.
- I. BHMA A156.8 - American National Standard for Door Controls - Overhead Stops and Holders; 2010.
- J. BHMA A156.13 - American National Standard for Mortise Locks & Latches Series 1000; 2012.
- K. BHMA A156.19 - American National Standard for Power Assist and Low Energy Power Operated Doors; 2013.
- L. BHMA A156.21 - American National Standard for Thresholds; 2014.
- M. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2009.
- N. ITS (DIR) - Directory of Listed Products; current edition.
- O. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.
- P. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Hager Companies: www.hagerco.com/#sle.

2.02 INGERS

- A. Butt Hinges: Complying with BHMA A156.1 and BHMA A156.7; square corner five-knuckle design; flat button tips and ball bearings.
 - 1. Width of Leaves: 4-1/2 inch high, minimum, and as required to clear surrounding trim.
 - 2. Thickness:
 - a. Doors up to 36 inch wide and up to 1-3/4 inch thick; 0.134 inch thick, minimum.
 - b. Doors 37 inch to 48 inch wide and 1-3/4 inch thick, and hinges 0.180 inch thick, minimum.
 - c. Doors greater than 1-3/4 inch thick: Hinge material 0.180 inch thick, minimum.
 - 3. Base Material:
 - a. Exterior Doors: Stainless steel, Type 304.
 - b. Interior Doors: Steel.
 - c. Fire Rated Doors: Steel.

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4. Quantity of Hinges Per Door:
 - a. Doors From 60 inches High up to 90 inches High: Three hinges.
 - b. Doors 90 inches High up to 120 inches High: Four hinges.
5. Non-Removable Pins (NRP): At out-swinging exterior and out-swinging access controlled doors.
6. Shimming: Where required to correct frame or door irregularities, provide metal shims only.
7. Manufacturers:
 - a. Hager Companies: Heavy Weight Hinges, BB1168 / BB1199.

2.03 CYLINDERS AND KEYING

- A. Cylinders: Standard tumbler type, provide 7-pin small format interchangeable core (SFIC) or conventional core supported by Hager H1 keyway.
- B. Keying:
 1. Provide visual key control identification on each key.
 2. Provide single 7-pin key to operate small format interchangeable cores or conventional cores.

2.04 LOCKS AND LATCHES

- A. Provide cylindrical locksets, Grade 1 wherever locksets are called for, unless otherwise indicated.
- B. Locksets - General:
 1. On fire-rated and smoke-rated doors, provide products complying with:
 - a. UL (DIR) labeled and listed for functions up to 3 hours for 93A94 label and for single doors up to 48 inches in width and up to 96 inches in height.
 - b. UL 10C, positive pressure rated.
 2. Doors: Comply with ADA Standards and ICC A117.1.
 3. Lock and Latch Chassis: Zinc dichromate.
 4. Latch Bolts: Stainless steel; 1/2 inch minimum throw and deadlocking.
 - a. Standard Backset: 2-3/4 inches.
 - b. Faceplate: Adjustable for square door edge or 1/8 inch beveled door edge.
 5. Keyed Functions: Freewheeling, vandal-resistant.
 6. Handing: Non-handed, field reversible.
 7. Mounting: Through-bolted with no exposed screws.
- C. Trim:
 1. Levers: Cast zinc; plated to match finish designation listed in hardware schedule.
- D. Strikes: 1-1/4 inches by 4-7/8 inches; select lip length to protect surrounding trim.
- E. Electric Locks:
 1. Fail Safe, Electronic Locking (EL): Outside trim unlocked when power is switched off or fails.
 2. Fail Secure, Electrically Unlocked (EU): Outside trim locked when power is switched off or fails.
 3. Continuous duty solenoids.
 4. 24VDC, 24VAC, 150ma.

2.0 CYLINDRICAL LOCK SETS

- A. Cylindrical Locksets: Complying with BHMA A156.2, Series 4000, certified to Grade 1; requirements specified above; and as follows:
 1. Single-Swing, Out-Swinging Doors: Provide products tested to ANSI A250.13:
 - a. Door Assembly Impact Load: 1150 pounds.
 - b. Door Assembly Design Load:

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- 1) 36 inches wide by 84 inches high: 100 pounds per square foot.
- 2) 48 inches wide by 84 inches high: 70 psf.
2. Manufacturers:
 - a. Hager Companies: 3400 Series, with Apollo trim.
 - b. Schlage, an Allegion brand: ND Series.
 - c. Sargent: 10 Line.

2.06 MORTISE LOC SETS

- A. Mortise Locksets: Provide products complying with BHMA A156.13, Series 1000, certified to Grade 1 - Operational and Security, requirements specified above, and as follows:
 1. Lock Case: Fully-wrapped, 12 gauge, 0.1046 inch minimum steel thickness.
 2. Spindles: Breakaway; prevent unlocking during forced entry or vandalism.
 3. Levers: Cast Zinc; plated to match finish indicated in hardware schedule.
 4. Manufacturers:
 - a. Hager Companies: 3800 Series with Archer trim.

2.0 EXIT DEVICES

- A. Exit Devices: Touch-pad type; complying with BHMA A156.3 Grade 1; UL (DIR) labeled for fire and panic; finished to match balance of hardware.
 1. Width: One-half door width, minimum.
 2. Covers and Caps: Brass.
 3. Chassis: Aluminum.
 4. Keyed Functions: Freewheeling, vandal resistant; lever style and design to match other locksets in project.
 5. Fasteners: Wood screws, machine screws and through bolts.
 6. Mounting: Flush with door; minimum door stile width:
 - a. Pair with Surface Vertical Rod Devices: 5 inches.
 - b. Single: 5-3/8 inches.
 - c. Pair with Rim Devices and Removable Mullion: 5 inches.
 - d. Pair with Rim Devices and Fixed Frame Mullion: 5-3/4 inches.
 7. Manufacturers:
 - a. Hager Companies: 4500 Series.
- B. Removable Mullions: Certified by UL (DIR) or ITS (DIR) for doors up to 8 feet by 8 feet.
 1. Function: Removable only by key, keyed to building system; lockable without use of key.
 2. Use where indicated, to provide latching for rim devices on pairs of doors.
 3. Manufacturers:
 - a. Hager Companies: 4900KR Series.

2.0 PUS PLATES AND PULL PLATES

- A. Provide products complying with BHMA A156.6.
- B. Push Plates and Pull Plates: 0.050 inch thick, aluminum.
 1. Push Plates: Square corner and beveled edges with counter sunk screw holes.
 - a. Width and Height: As scheduled.
 - b. Manufacturers:
 - 1) Hager Companies: 30S.
 2. Pull Plates: Square corner and beveled edges.
 - a. Width and Height: As scheduled.
 - b. Pull: 3/4 inch diameter; 2-1/2 inch clearance from face of door.
 - c. Manufacturers:
 - 1) Hager Companies: H34.

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2.0 POWER OPERATORS

- A. Power Operators: Low energy type, surface mounted; capable of controlling door up to 350 pounds; operating as a mechanical closer when power is not available; complying with BHMA A156.19, ADA Standards and ICC A117.1.
 - 1. Self-contained electrical control unit, including necessary transformers, relays, rectifiers, and other electronic component for proper operation and switching.
 - 2. Provide time delay option for normal cycle.
 - 3. When operating as a closer, provide operating forces complying with BHMA A156.19, ADA Standards and ICC A117.1.
 - 4. Provide delay switches for motor activation, exit device latch retraction interfacing and hold open times; hold open times to be adjustable from one second to multiple seconds duration.
 - 5. Degree of powered swing adjustable from 80 degrees to 110 degrees.
 - 6. Integral obstruction detection for closing and opening cycle.
 - 7. Adjustable built in stop, set from 80 degrees maximum to 180 degrees manual swing.
 - 8. When in 93blow open93 operation for smoke ventilation, keep operator in the open position when power is lost.
 - 9. Boost-to-close selectable by on/off switch.
 - 10. Manufacturers:
 - a. Hager Companies: 8400 Series.
 - 1) Single Door: 8418.
 - 2) Pair of Doors, Swinging Same Direction, Opening Simultaneously: 8419.
 - b. Provide products of a single manufacturer.
- B. Actuators: Wall-mounted push switches, stainless steel face plate, international symbol of accessibility and "PUSH TO OPEN" engraved on face plate.
 - 1. Provide an actuator on each side of each door having a low energy power operator.
 - 2. Size actuators to fit inside and fully cover a standard single mount electrical box.
 - 3. Locate actuators in accordance with ICC A117.1 and ADA Standards.
 - 4. Manufacturers:
 - a. Hager Companies: 2-659 Series.
- C. Signage: Provide signage in accordance with BHMA A156.19.

2.10 CLOSERS

- A. Surface-Mounted, Door-Mounted Closers: Non-handed, comply with BHMA A156.4, Grade 1, with aluminum body and full plastic covers.
 - 1. Comply with Following:
 - a. ICC A117.1 and ADA Standards.
 - 2. Springs: Double heat-treated, tempered steel.
 - 3. Piston: Precision-machined, heat-treated steel.
 - 4. Spindle: Triple heat-treated steel.
 - 5. Operation: Full rack and pinion.
 - 6. Adjustment: Separate, staked, adjustable valve screws for latch speed, sweep speed, and backcheck.
 - 7. Arms and Brackets:
 - a. Arm Type: Manufacturer's standard.
 - b. Mounting Types: Manufacturer's standard "Tri-Pack" of regular arm, top jamb arm and parallel arm.
 - 8. Size: Comply with referenced standard for accessibility, including following maximum opening force requirements.
 - a. Interior hinged openings: 5.0 pounds.

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- b. Exterior hinged openings: 8.5 pounds.
- 9. Fasteners: Provide self-reaming and self-tapping wood and machine screws and sex nuts and bolts for each closer.

- B. Manufacturers: Aluminum Body.
 - 1. Hager Companies: 5200/5300 Series.

2.11 STOPS AND OLDERS

- A. Provide products complying with BHMA A156.8, Grade 1.
- B. Manufacturers: Wall Stops.
 - 1. Hager Companies: 232W/236W.
- C. Manufacturers: Overhead Stops/ HOLDERS.
 - 1. Hager Companies: 7000 SRF Series, heavy duty surface mounted.

2.12 PROTECTION PLATES AND ARCHITECTURAL TRIM

- A. Comply with BHMA A156.6.
- B. Trim: Provide 0.050 inch thick aluminum; beveled four edges and with countersunk holes.
 - 1. Single Doors:
 - a. Provide 2 inch less door width (LDW) on push side of door and 1 inch less door width (LDW) on pull side of door.
 - b. Kickplate: 8 inches high.
 - 2. Pair of Doors: Provide 1 inch less door width (LDW) on push side of door, and 1/2 inch less door width (LDW) on pull side of door.
- C. Fasteners: Supply No. 6 by 5/8 inch long oval head screws, unless otherwise noted.
- D. Manufacturers:
 - 1. Hager Companies: 194S.
 - 2. Rockwood: K1050 x B4E.
 - 3. Burns:

2.13 SILENCERS

- A. Silencers: Gray rubber, shaped for specific door type and application.
 - 1. Metal Doors: 1/4 inch diameter.
 - 2. Wood Doors: 3/8 inch wide by 3/4 inch long.
 - 3. Silencers: Three silencers per single door frame, two per double door frame and four per Dutch door frame where smoke, light, weather or acoustical seals not otherwise required.
- B. Manufacturers:
 - 1. Hager Companies: 307D/308D.

2.14 GAS SETTING AND THRESHOLDS

- A. Weatherstripping Gaskets:
 - 1. Manufacturers:
 - a. Hager Companies: 881SN.
- B. Door Bottom Sweeps:
 - 1. Manufacturers:
 - a. Hager Companies: 759SV.
- C. Thresholds: Comply with BHMA A156.21.
 - 1. Manufacturers:
 - a. Hager Companies: 413S/520S.
 - b. Pemko: 271/2005.

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PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with Hardware Schedule and manufacturer's written instructions.
- B. See Section 087100 for additional requirements.

END OF SECTION

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**SECTION 0 000
GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glazing units.
- B. Glazing compounds.

1.02 RELATED REQUIREMENTS

- A. Section 081213 - Hollow Metal Frames: Glazed borrowed lites.
- B. Section 081416 - FLUSH WOOD DOORS: Glazed lites in doors.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings, Safety Performance Specifications and Methods of Test; 2010.
- C. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2011).
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- E. ASTM C1036 - Standard Specification for Flat Glass; 2011.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- G. GANA (SM) - GANA Sealant Manual; 2008.

1.04 SUBMITTALS

- A. Product Data on Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- B. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- C. Samples: Submit two samples 12 by 12 inch in size of glass and plastic units, showing coloration.
- D. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.0 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years documented experience.

1.06 MOC -UPS

- A. Provide on-site glazing mock-up with the specified glazing components.
- B. Mock-ups may not remain as part of the Work.

1.0 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Float Glass Manufacturers:

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1. Guardian Industries Corp: www.sunguardglass.com.
2. Substitutions: See Section 016000 - Product Requirements.

2.02 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
 1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality - Q3.
 2. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.

2.03 GLAZING UNITS

- A. Type 1 - Monolithic Interior Vision Glazing
 1. Applications: interior glazing as scheduled.
 2. Glass Type: Fully tempered float glass.
 3. Tint: Clear.
 4. Thickness: 1/4 inch, nominal.

2.04 GLAZING COMPOUNDS

- A. Butyl Sealant: Single component; ASTM C920, Grade NS, Class 12-1/2, Uses M and A, Shore A hardness of 10 to 20; black color.

2.0 ACCESSORIES

- A. Setting Blocks: Neoprene, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.
 1. Width: As required for application.
 2. Thickness: As required for application.
- D. Glazing Splines: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.
- C. Verify that sealing between joints of glass framing members has been completed effectively.
- D. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

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3.03 INSTALLATION GENERAL

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- C. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.
- D. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- E. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.
- F. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, etc.

3.04 INSTALLATION - DR ▯ GLA ▯ING MET OD GAS ET GLA ▯ING

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.0 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.06 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION

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**SECTION 0 0 61
COMMON WORK RESULTS FOR FLOORING PREPARATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
 - 1. Resilient tile and sheet.
- B. Removal of existing floor coverings.
- C. Preparation of existing concrete floor slabs for installation of floor coverings.
- D. Testing of concrete floor slabs for moisture.
- E. Remediation of concrete floor slabs due to unsatisfactory moisture conditions.
 - 1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.
- F. Patching compound.
- G. Remedial floor coatings.
- H. Preparation of existing wood-based floors and subfloors for installation of new floor coverings.

1.02 REFERENCE STANDARDS

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2013.
- B. ASTM C472 - Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete; 1999 (Reapproved 2014).
- C. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.
- D. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2011.
- E. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2011.

1.03 SUBMITTALS

- A. Visual Observation Report: For existing floor coverings to be removed.
- B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
 - 1. Moisture and alkalinity (pH) limits and test methods.
 - 2. Manufacturer's required bond/compatibility test procedure.
- C. Testing Agency's Report:
 - 1. Description of areas tested; include floor plans and photographs if helpful.
 - 2. Summary of conditions encountered.
 - 3. Moisture and alkalinity (pH) test reports.
 - 4. Copies of specified test methods.
 - 5. Recommendations for remediation of unsatisfactory surfaces.
 - 6. Submit report to Architect.
 - 7. Submit report not more than two business days after conclusion of testing.
- D. Adhesive Bond and Compatibility Test Report.

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1.04 QUALITY ASSURANCE

- A. Moisture and alkalinity (pH) testing shall be performed by an independent testing agency employed and paid by Contractor.
- B. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.
- C. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
 - 1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner's project contact information.
- D. Contractor's Responsibility Relating to Independent Agency Testing:
 - 1. Provide access for and cooperate with testing agency.
 - 2. Confirm date of start of testing at least 10 days prior to actual start.
 - 3. Allow at least 4 business days on site for testing agency activities.
 - 4. Achieve and maintain specified ambient conditions.
 - 5. Notify Architect when specified ambient conditions have been achieved and when testing will start.

1.0 DELIVERY STORAGE AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

1.06 FIELD CONDITIONS

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F or more than 85 degrees F.
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
 - 1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
 - 2. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.
- B. Remedial Floor Coating: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
 - 1. Thickness: As required for application and in accordance with manufacturer's installation instructions.
 - 2. Products:
 - a. ARDEX Engineered Cements; ARDEX MC ULTRA: www.ardexamericas.com.
 - b. Substitutions: See Section 016000 - Product Requirements.

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PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
 1. Preliminary cleaning.
 2. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
 3. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 4. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 5. Specified remediation, if required.
 6. Patching, smoothing, and leveling, as required.
 7. Other preparation specified.
 8. Adhesive bond and compatibility test.
 9. Protection.
- B. Remediations:
 1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
 2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
 3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS

- A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 PRELIMINAR □ CLEANING

- A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
- B. Do not use solvents or other chemicals for cleaning.

3.04 MOISTURE VAPOR EMISSION TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F1869 and as follows.
- D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3

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pounds per 1000 square feet per 24 hours.

F. Report: Report the information required by the test method.

3.0 INTERNAL RELATIVE UMIDITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F2170 Procedure A and as follows.
- D. Testing with electrical impedance or resistance apparatus may not be substituted for the specified ASTM test method, as the values determined are not comparable to the ASTM test values and do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if any test value exceeds 75 percent relative humidity.
- F. Report: Report the information required by the test method.

3.06 ALKALINITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. The following procedure is the equivalent of that described in ASTM F710, repeated here for the Contractor's convenience.
 - 1. Use a wide range alkalinity (pH) test paper, its associated chart, and distilled or deionized water.
 - 2. Place several drops of water on a clean surface of concrete, forming a puddle approximately 1 inch in diameter. Allow the puddle to set for approximately 60 seconds, then dip the alkalinity (pH) test paper into the water, remove it, and compare immediately to chart to determine alkalinity (pH) reading.
 - 3. Use of a digital pH meter with probe is acceptable; follow meter manufacturer's instructions.
- C. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

3.0 PREPARATION

- A. See individual floor covering section(s) for additional requirements.
- B. Comply with requirements and recommendations of floor covering manufacturer.
- C. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
- D. Do not fill expansion joints, isolation joints, or other moving joints.

3.0 ADHESIVE BOND AND COMPATIBILITY TESTING

- A. Comply with requirements and recommendations of floor covering manufacturer.

3.0 APPLICATION OF REMEDIAL FLOOR COATING

- A. Comply with requirements and recommendations of coating manufacturer.

3.10 INSTALLATION OF REMEDIAL FLOOR SHEET MEMBRANE

- A. Install in accordance with sheet membrane manufacturer's instructions.

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3.11 PROTECTION

- A. Cover prepared floors with building paper or other durable covering.

END OF SECTION

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**SECTION 0 2116
Gypsum Board Assemblies**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Cementitious backing board.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.
- E. Textured finish system.

1.02 RELATED REQUIREMENTS

- A. Section 061000 - Rough Carpentry: Building framing and sheathing.
- B. Section 079200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

1.03 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- B. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2014).
- C. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- D. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2015.
- E. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- F. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- G. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- H. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- I. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- J. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.
- K. ASTM E413 - Classification for Rating Sound Insulation; 2010.
- L. GA-216 - Application and Finishing of Gypsum Board; 2013.

1.04 SUBMITTALS

- A. Product Data: Provide data on gypsum board, accessories, and joint finishing system.

1.0 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum five years of experience.

PART 2 PRODUCTS

2.01 Gypsum Board Assemblies

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Interior Partitions: Provide completed assemblies with the following characteristics:

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1. Acoustic Attenuation: STC of 50-54 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 1. American Gypsum Company: www.americangypsum.com.
 2. CertainTeed Corporation: www.certainteed.com.
 3. Georgia-Pacific Gypsum: www.gpgypsum.com/#sle.
 4. USG Corporation: www.usg.com.
 5. Substitutions: See Section 016000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold-resistant board is required whenever board is being installed before the building is enclosed and conditioned.
 - b. Mold resistant board is required at all walls with plumbing fixtures.
 3. At Assemblies Indicated with Fire-Resistance Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
 4. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.
 5. Mold Resistant Paper Faced Products:
 - a. Georgia-Pacific Gypsum; ToughRock Mold-Guard: www.gpgypsum.com/#sle.
 - b. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold-Guard: www.gpgypsum.com/#sle.
 - c. Substitutions: See Section 016000 - Product Requirements.
- C. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 1. Application: Ceilings, unless otherwise indicated.
 2. Thickness: 5/8 inch.
 3. Edges: Tapered.
 4. Products:
 - a. Georgia-Pacific Gypsum; ToughRock Span 24 Ceiling Board: www.gpgypsum.com/#sle.
 - b. Substitutions: See Section 016000 - Product Requirements.

2.03 GYPSUM WALLBOARD ACCESSORIES

- A. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
 1. Products:
 - a. Franklin International, Inc; Titebond GREENchoice Professional Acoustical Smoke and Sound Sealant: www.titebond.com/#sle.
 - b. Substitutions: See Section 016000 - Product Requirements.
- B. Beads, Joint Accessories, and Other Trim: ASTM C1047, galvanized steel, unless noted otherwise.
 1. Rigid Corner Beads: Low profile, for 90 degree outside corners.
 - a. Products:
 - 1) Trim-Tex, Inc.: www.trim-tex.com.
 - 2) Substitutions: See Section 016000 - Product Requirements.
 2. Expansion Joints:
 - a. Type: V-shaped PVC with tear away fins.

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b. Products:

- 1) Phillips Manufacturing Co; 093 Expansion Control Joint: www.phillipsmfg.com/#sle.
- 2) Trim-Tex, Inc; Hideaway Expansion Bead: www.trim-tex.com/#sle.
- 3) Substitutions: See Section 016000 - Product Requirements.

- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
1. Fiberglass Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 2. Joint Compound: Setting type, field-mixed.
- D. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- E. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion-resistant.
- F. Nails for Attachment to Wood Members: ASTM C514.
- G. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within separation wall partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
1. Place one bead continuously on substrate before installation of perimeter framing members.
 2. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.03 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Exposed Gypsum Board in Interior Wet Areas: Seal joints, cut edges, and holes with water-resistant sealant.
- D. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For nonrated assemblies, install as follows:
1. Single-Layer Applications: Screw attachment.
 2. Double-Layer Application: Install base layer using screws or nails. Install face layer using screws or nails.

3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
1. Not more than 30 feet apart on walls and ceilings over 50 feet long. Refer to drawings for more specific locations.
- B. Corner Beads: Install at external corners, using longest practical lengths.

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C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

3.0 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 5: All Walls and ceilings to receive paint finish and other areas specifically indicated.
 - 2. Level 3: Walls to receive textured wall finish.
 - 3. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 4. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
- C. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.
- D. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.06 TEXTURE FINIS

- A. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions.
- B. Texture Required: Medium texture orange peel.
- C. Installation of texture to be after initial coat of primer is applied to wall. After texture apply normal primer and paint as specified in Interior Painting Section 099123.

3.0 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

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**SECTION 0600
RESILIENT FLOORING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Luxury Vinyl Tile
- B. Resilient base.
- C. Installation accessories.

1.02 RELATED REQUIREMENTS

- A. Section 090561 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.

1.03 REFERENCE STANDARDS

- A. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).

1.04 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- B. Shop Drawings: Indicate seaming plans and floor patterns.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Flooring Material: 30 square feet of each type and color.
 - 2. Extra Wall Base: 30 linear feet of each type and color.

1.0 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring with minimum five years documented experience.
- B. Installer Qualifications: Company specializing in installing specified flooring with minimum five years documented experience.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- C. Protect roll materials from damage by storing on end.
- D. Do not double stack pallets.

1.0 FIELD CONDITIONS

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.01 RESILIENT FLOORING

2.02 TILE FLOORING

- A. Luxury Vinyl Tile:
 - 1. Minimum requirements: Meets ASTM F 1700 Class III Type B
 - 2. Size: 7.25 inches by 48 inches
 - 3. Total Thickness: .98 inches
 - 4. Wear Layer: 20 mil
 - 5. Manufacturer: Mannington Commercial, Spacia Collection, Wood Luxury Vinyl Tile.

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- 6. Color: to be selected by architect from manufacturers standard line.
- 7. Installation: In accordance with manufacturers instructions
- 8. Pattern: Running bond

2.03 RESILIENT BASE

- A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; style as scheduled.
 - 1. Manufacturers:
 - a. Johnsonite, a Tarkett Company: www.johnsonite.com/#sle.
 - b. Substitutions: See Section 016000 - Product Requirements.
 - 2. Height: 4 inch.
 - 3. Thickness: 0.125 inch.
 - 4. Finish: Satin.
 - 5. Length: Roll.
 - 6. Color: To be selected by Architect from manufacturer's full range.

2.04 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
- C. Moldings, Transition and Edge Strips: Same material as flooring.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.
- C. Cementitious Subfloor Surfaces: Verify that substrates are ready for resilient flooring installation by testing for moisture and alkalinity (pH).
 - 1. Test in accordance with Section 090561.
 - 2. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.

3.02 PREPARATION

- A. Prepare floor substrates for installation of flooring in accordance with Section 090561.
- B. Clean substrate.

3.03 INSTALLATION - GENERAL

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Adhesive-Applied Installation:
 - 1. Spread only enough adhesive to permit installation of materials before initial set.
 - 2. Fit joints and butt seams tightly.
 - 3. Set flooring in place, press with heavy roller to attain full adhesion.
- D. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- E. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- F. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

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G. Install flooring in recessed floor access covers, maintaining floor pattern.

3.04 INSTALLATION - TILE FLOORING

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.
- B. Install tile to pattern as indicated above. Allow minimum 1/2 full size tile width at room or area perimeter. where no pattern is shown, install as ashlar.
- C. Install plank tile with a random offset of at least 6 inches from adjacent rows.

3.0 INSTALLATION - RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- B. Miter internal corners. At external corners, 'V' cut back of base strip to 2/3 of its thickness and fold. At exposed ends, use premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Scribe and fit to door frames and other interruptions.

3.06 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

3.0 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION

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2024.0021.000		INTERIOR PAINTING
		099123 - 1

**SECTION 0 123
INTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints and stains.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
 - 2. Elevator pit ladders.
 - 3. Prime surfaces to receive wall coverings.
 - 4. Mechanical and Electrical:
 - a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
 - b. In finished areas, paint shop-primed items.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, and lead items.
 - 6. Floors, unless specifically indicated.
 - 7. Ceramic and other tiles.
 - 8. Architectural concrete.
 - 9. Glass.
 - 10. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- C. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; current edition, www.paintinfo.com.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition, www.paintinfo.com.
- E. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

1.03 SUBMITTALS

- A. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.

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- B. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens not required.
- C. Manufacturer's Instructions: Indicate special surface preparation procedures.
- D. Maintenance Data: Submit data including product technical data sheets, care and cleaning instructions, and touch-up procedures.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 016000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 5 gallons of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum five years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 10 years experience and approved by manufacturer.

1.0 MOC -UP

- A. Provide panel, 4 feet long by 4 feet wide, illustrating paint color, texture, and finish.
- B. Provide mock up for each assembly illustrating paint color, texture, and finish.
- C. Mock up shall be staged to show an area for prep, an area for prep and primer, and an area for prep and primer and finish.
- D. Mock-up may remain as part of the work.

1.06 DELIVERY STORAGE AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.0 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

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- B. Paints:
 1. Rodda Paint Co: www.roddapaint.com/#sle.
 2. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 3. Benjamin Moore; www.benjaminmoore.com.
- C. Stains:
 1. Benjamin Moore; www.benjaminmoore.com.
- D. Substitutions: See Section 016000 - Product Requirements.

2.02 PAINTS AND FINIS ES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.
 2. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of the State in which the Project is located.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: To be selected from manufacturer's full range of available colors.
 1. Selection to be made by Architect after award of contract.
 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.
 4. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.
 5. In utility areas, finish equipment, piping, conduit, and exposed duct work in colors according to the color coding scheme indicated.

2.03 PAINT S□STEMS - INTERIOR

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete masonry units, wood, and galvanized steel.
 1. Two top coats and one coat primer.
 2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, or 141. Only at locations noted in finish schedule as "Epoxy Paint"
 - a. Products:
 - 1) Sherwin-Williams Pre-Catalyzed Waterbased Epoxy, Eg-Shel. (MPI #139)

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- 2) Sherwin-Williams Pre-Catalyzed Waterbased Epoxy, Semi-Gloss. (MPI #141)
- 3. Top Coat Sheen:
 - a. Eggshell: MPI gloss level 3; use this sheen at all locations.
- 4. Primer: As recommended by top coat manufacturer for specific substrate.
- B. Paint I-TR-C - Transparent Finish on Concrete Floors.
 - 1. Sealer: Water Based Sealer for Concrete Floors; MPI #99.
 - a. Products:
 - 1) Behr Premium Wet-Look Sealer Low-Lustre [No. 986]. (MPI #99)
 - 2) Substitutions: Section 016000 - Product Requirements.
 - 2. Sealer Sheen:
 - a. Eggshell: MPI gloss level 3; use this sheen at all locations.
- C. Paint CI-OP-3L - Concrete/Masonry, Opaque, Latex, 3 Coat:
 - 1. One coat of block filler.
 - 2. Semi-gloss: Two coats of latex enamel.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 - 1. Alkali Resistant Water Based Primer; MPI #3.
 - a. Products:
 - 1) Behr Premium Plus Interior/Exterior Multi-Surface Primer and Sealer [No. 436]. (MPI #3)
 - 2) Substitutions: Section 016000 - Product Requirements.
 - 2. Interior Latex Primer Sealer; MPI #50.
 - a. Products:
 - 1) Behr Premium Plus Interior All-In-One Primer and Sealer [No. 75]. (MPI #50)
 - 2) Substitutions: Section 016000 - Product Requirements.

2.0 ACCESSOR □ MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 3. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 4. Concrete Floors and Traffic Surfaces: 8 percent.

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3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Masonry:
 - 1. Remove effloescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by top coat manufacturer.
- F. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- H. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- E. Textured walls to receive one coat of primer prior to texture installation. After texture has dried, apply specified number of primer and top coats.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Sand wood and metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.0 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

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**SECTION 102601
WALL AND CORNER GUARDS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Corner guards.

1.02 RELATED REQUIREMENTS

- A. Section 061000 - Rough Carpentry: Blocking for wall and corner guard anchors.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.04 SUBMITTALS

- A. Product Data: Indicate physical dimensions.
- B. Samples: Submit two sections of bumper rail, 6 inch long, illustrating component design, configuration, color and finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wall and Corner Guards:
 1. Inpro; 160 Surface Mount 90 degree: www.inprocorp.com.
 2. Substitutions: See Section 016000 - Product Requirements.

2.02 COMPONENTS

- A. Corner Guards - Surface Mounted: High impact vinyl with extruded aluminum full height retainer .
 1. Performance: Resist lateral impact force of 100 lbs at any point without damage or permanent set.
 2. Surface Burning Characteristics: Provide assemblies with flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.
 3. Size: 2 inches.
 4. Corner: Square.
 5. Color: As selected from manufacturer's standard colors.
 6. Length: One piece.
 7. Preformed end caps.

2.03 FABRICATION

- A. Fabricate components with tight joints, corners and seams.
- B. Pre-drill holes for attachment.
- C. Form end trim closure by capping and finishing smooth.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that rough openings, concealed blocking, and anchors are correctly sized and located.
- B. Verify that field measurements are as indicated on drawings.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions, level and plumb, secured rigidly in position to wall framing members only.
- B. Position corner guard 4 inches above finished floor to 52 inches high.

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3.03 TOLERANCES

- A. Maximum Variation From Required Height: 1/4 inch.
- B. Maximum Variation From Level or Plane For Visible Length: 1/4 inch.

END OF SECTION

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