

**IFB# GHURA-08-20-2021-AMPs 1 & 2**

**Specification  
for the**

**Replace Existing Exterior Doors at  
GHURA 26 AMP 1 & GHURA 100 AMP 2**

**OWNER  
Guam Housing and Urban Renewal Authority**

**BY: \_\_\_\_\_  
Ray S. Topasna, EXECUTIVE DIRECTOR**

**Contractor: \_\_\_\_\_**

**By: \_\_\_\_\_  
Signature and Title**

**Date: \_\_\_\_\_**

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IFB Number: GHURA-08-20-2021-AMPs 1 & 2		<b>Submit bid to:</b>  <b>GHURA</b> <b>117 Bien Venida Ave.</b> <b>Sinajana, Guam 96910</b>  Contact: Sonny Perez, 475-1404 or email <a href="mailto:sperez@ghura.org">sperez@ghura.org</a>  Andrew Manglona, 475-1315 or email <a href="mailto:amanglona@ghura.org">amanglona@ghura.org</a>
Bid Opening Date: Sep. 16, 2021	Bid Opening Time: 2:00 pm	
Project Title: Replace Existing Exterior Doors at AMP 1 GH 26 & AMP 2 GH 100		
Project Description: Replacement of Existing Exterior Doors		

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# GHURA

Guahan Housing and Urban Renewal Authority  
Aturidat Ginima' Yan Rinueban Siudat Guahan  
117 Bien Venida Avenue, Sinajana, GU 96910

Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701



**Lourdes A. Leon Guerrero**  
Governor of Guam

**Joshua F. Tenorio**  
Lt. Governor of Guam

**Invitation for Bid**  
**IFB # GHURA-08-20-2021-AMPs 1 & 2**  
**Replace Existing Exterior Doors at GHURA 26 AMP 1 & GHURA 100 AMP 2**  
This ad is paid with HUD Funds by GHURA

Guam Housing and Urban Renewal Authority (GHURA) will receive sealed proposals to replace existing doors at GHURA Public Housing units at AMP 1, Asan and AMP 2, Yona until **2:00 pm on September 16, 2021**, at GHURA's Main office in Sinajana.

In compliance with Executive Order 2020-14 enforcing a six-foot social distance and limiting large gatherings in enclosed spaces, GHURA has redesigned its pre-bid conference and bid-opening process. GHURA will conduct the pre-bid meeting on **August 27, 2021 at 10:00 a.m.** at the **GHURA Main Office BOC Conference Room** in Sinajana. Site visit schedules will be announced on the pre-bid conference. Therefore, we highly encourage all interested and potential vendors to attend. Please visit the link below for further bid information:

<https://www.ghura.org/doing-business-us/bidsproposalsrelease-funds/invitation-bids>

There are web-text links to download bid documents and an instructional video describing the revised submission procedures. The bid packet is free and available for download and review. A non-refundable deposit of \$50.00 is required and can be submitted before or with the bid documents. To be considered an official and valid bid submission, the non-refundable deposit is required. Please email {[gbalmeo@ghura.org](mailto:gbalmeo@ghura.org)} or call (671) 475-1356 by **September 9, 2021** to ensure adequate time is afforded to GHURA to respond to any bid related questions. Bid closing date and time is **2:00 pm September 16, 2021**. All bid submittals will be opened publicly in the **BOC Conference Room at GHURA's Main Office** in Sinajana.

**As per 5GCA, Chapter 5, §5212, bid guarantees in the amount of 15% of the total base bid shall accompany each bid.** Bid guarantee shall be a Bid Bond secured by a surety company authorized to do business in Guam and listed in the latest Department of Treasury Circular 570 published in the Federal Register; or as permitted by state law, a certified check, bank draft, or U.S. Government Bond at par value. All Bid Guarantees must be made payable to GHURA. **Personal checks will not be accepted.** GHURA reserves the right to waive irregularities and to reject any or all bids. Failure to submit a bid properly shall result in rejection of the bid.

For all contracts which exceed \$100,000, the successful bidder will be required to furnish and pay for satisfactory Performance and Payment bond for 100% of the contract price. GHURA will retain the bid guarantee until the performance bond is received and will release it soon thereafter. The Contractor must not discriminate on the basis of race, color, religion, gender, age, disability, or national origin in employment or the provision of services. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated).

The successful bidder will be required to accomplish the following to the best possible and greatest extent feasible:

1. A goal of awarding at least 50 percent of the dollar value of construction contracts to Minority and/or Women Business Enterprises (MBE/WBE) or General Contractors with MBE/WBE participation.
2. In accordance with Section 3 of the U.S. Department of Housing and Urban Development Act of 1968, all construction contractors, to the maximum extent feasible, shall provide training, contracting, and employment opportunities to low income residents residing in GHURA.

GHURA intends to award a contract on the basis of the lowest and most responsible bid for the work described in the bid documents. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the prior written consent of GHURA.

GHURA is an Equal Opportunity Employer.

  
Ray S. Topasna  
Executive Director

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[ ] [Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

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

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

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

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

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







**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first  
duly sworn, deposes and says that:

The affiant is \_\_\_\_\_ [state one of the following: *the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.





**Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability**

Name of business \_\_\_\_\_  
Address of business \_\_\_\_\_

Type of Business                       Corporation                       Partnership  
    Sole Proprietorship            Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

- Copy of resident lease
- Copy of evidence of participation in a public assistance program
- Other evidence

For the business entity as applicable:

- Copy of Articles of Incorporation
- Assumed Business Name Certificate
- List of owners/stockholder and % of each
- Organization chart with names and titles and brief functional statement
- Certificate of Good Standing
- Partnership Agreement
- Corporation Annual Report
- Latest Board minutes appointing officers
- Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business

- List of subcontracted Section 3 business with corresponding certifications and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business

- List of all current full time employees
- PHA/IHA Residential lease (less than 3 years from day of employment)
- List of all employees claiming Section 3 status
- Other evidence of Section 3 status (less than 3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

\_\_\_\_\_  
\_\_\_\_\_  
Authorizing Name and Signature

Corporate Seal

Attested By \_\_\_\_\_

Name \_\_\_\_\_

**Law to be Observed**

1. The Proposer is to be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No place of misunderstanding or ignorance on the part of the Arbitrator will in any way serve to modify the provision of the contract.

2. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated).

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam other than a public highway;

By submission of this bid or offer, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bids or offers each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief will be in compliance:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

Title: \_\_\_\_\_  
Bidder/offeror, if the Bidder/offeror is an Individual  
Partner, if the Bidder/offeror is a Partnership  
Officer, if the Bidder/offeror is a Corporation

Title: \_\_\_\_\_  
Bidder/offeror, if the Bidder/offeror is an Individual  
Partner, if the Bidder/offeror is a Partnership  
Officer, if the Bidder/offeror is a Corporation

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary add separate sheets for items requiring additional explanation. This information may be submitted in a separate sealed envelope marked "Bidder's Qualifications and Financial Statement". In the event your bid is not selected for award, this envelope will be returned to the Contractor unopened.

1. Name of Bidder	2. Date organized
3. Permanent main office address	4. State incorporated
	5. How many years have you been engaged in the contracting business under your present firm name?

6. Listing of current contracts: (Schedule these, showing nature of the work, gross amount of each contract, anticipated dates for completion, name and telephone number of owner's representative).


7. General character of work usually performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract?

10. List the three (3) most important structures recently completed by your company, stating approximate cost of each, month and year completed, name and telephone number of owner's representative.


11. List your major equipment available for use on this contract.


12. Experience in construction work similar in importance to this project.



13. Background and experience of the principal members of your firm, including the officers and proposed construction superintendent.

14. Credit available for administration of this contract, furnish written evidence.

15. Financial report not more than three (3) months old and containing a balance sheet providing at least the following information.

**Balance Sheet**

**ASSETS**

**CURRENT ASSETS:**

- Cash
- Joint Venture Accounts
- Accounts Receivable
- Notes Receivable
- Accrued Interest on Notes
- Deposits
- Material and Prepaid Expense
- Total Current Assets

**FIXED ASSETS - NET**

**OTHER ASSETS**

**TOTAL ASSETS:**

**LIABILITIES AND CAPITAL**

**CURRENT LIABILITIES**

- Accounts Payable
- Notes Payable
- Accrued Interest on Notes
- Provision for Income Taxes
- Advances Received from Owners
- Accrued Salaries
- Accrued Payroll Taxes
- Other
- Total Current Liabilities

**OTHER LIABILITIES**

**CAPITAL**

- Capital Stock
- Authorized and Outstanding Shares,  
Par Value
- Earned Surplus

**TOTAL LIABILITIES AND CAPITAL**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Guam Housing and Urban Renewal Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signature of Bidder	Name of Bidder
Date	Title of Bidder

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My Commission Expires \_\_\_\_\_

# 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. 3/31/2020)

**Applicability. This form is applicable to any construction/development contract greater than \$150,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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## 1. Definitions

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

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

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

## 2. Contractor's Responsibility for Work



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- (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 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

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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 **18 Months** (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 this contract within **see special conditions** 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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than **10** days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

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



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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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



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

### 30. Suspension of Work

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

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 150.00 [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 \$ 1,000,000.00 [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 \$ 500,000.00 [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 contractor 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).

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#### 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

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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.



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#### 47. Non-Federal Prevailing Wage Rates

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

#### 48. Procurement of Recovered Materials.

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

**Requirements for Compliance with Requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) Part 135 - Economic Opportunities for Low- and Very Low-Income Persons.**

**Purpose:** The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to Housing Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Guam Housing and Urban Renewal Authority (GHURA) Residents and other low- and very low-income persons.

**General Policy Statement:** It is the declared policy of GHURA that Equal Employment Opportunities shall be provided for every employee and applicant for employment regardless of race, color, religion, sex, national origin, handicap, or economic status; and, that through the award of contracts to contractors, vendors, and suppliers, that employment and business opportunities be created for residents of GHURA properties and other qualified low- and very low-income persons residing on the island of Guam. This policy does not end with the mere prohibition of discriminatory practices by programs receiving HUD financial assistance or contractors, subcontractors, and vendors contracting with GHURA. GHURA recognizes its obligation as well as the obligation of potential contractors, subcontractors, and vendors, to develop practical steps to achieve the goal of providing meaningful, full-time permanent employment opportunities, as well as business opportunities to GHURA Residents and other Section 3 eligible persons.

Such obligation shall be demonstrated not merely through inclusion of positive or “best effort” steps, but shall result in a reasonable level of success in the recruitment, employment, and utilization of GHURA Residents and other Section 3 eligible persons and businesses in the workforce and subcontracting of work resulting out of the expenditure of HUD funding. GHURA’s Board of Commission, through official resolution, shall examine and consider a contractor/vendor’s success in providing employment and business opportunities to Authority Residents prior to acting on any proposed contract award.

**Numerical Goals for Section 3 Compliance:** Consistent with 24 CFR 85.36 (c)(2), Section 3 is a federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals. To that end, GHURA has adopted the following numerical goals for meeting the greatest extent feasible requirement to provide economic opportunities to Section 3 Residents and Section 3 Business Concerns in the procurement and awarding of modernization-funded construction and professional service contracts:

**Numerical Goals for Section 3 Compliance**

Areas of Focus (Applies to all contracts)	Numerical Goal
Contractor and Sub-contractor Hiring (full-time, part-time, temporary, seasonal) applies to construction and professional service contracts.	30%
Contract Awards (applies to construction contracts.	30%
ALL Other Contract Awards (i.e., services, supplies, professional services)	30%

Recipients and Contractors may demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by meeting the numerical goals set forth in this Section 3 Program for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. Efforts to employ Section 3 Residents to the greatest extent feasible should be made at all job levels.

GHURA, in its own operations, shall endeavor to achieve the goals of Section 3 and shall provide equal responsibility to its contractors, vendors, and suppliers to implement progressive efforts to also attain compliance. In doing so, GHURA shall evaluate contractors' compliance towards achieving the goals of Section 3 and ensure a system of leveling sanctions against contractor, vendor, or supplier for non-compliance and endeavor to take appropriate steps to ensure any such concern is not permitted to participate in future GHURA procurement activities.

The numerical goals established above represent minimum numerical targets and all prospective contractors shall be advised and encouraged to seek Section 3 participation to the greatest extent feasible. Any contractor that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 requirements. Any contractor that does not meet the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet the numerical goals. In the event no competing contractors were successful in meeting the minimum goals set forth above, GHURA shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply with the Section 3 Requirements. Such evidence shall be subject to the satisfaction of GHURA. Any contractor found to be in non-compliance with Section 3 shall be considered ineligible for award.

All contractors submitting bids/proposals to the GHURA shall be required to complete certifications, as appropriate, as acknowledgment of the Section 3 contracting and employment provisions as required by this section. Such certifications shall be supported with adequate evidence to support representations made. The certifications required to be submitted with the bid/proposal consist of the following:

- Certification for business concerns seeking Section 3 preference.
- Contractor certification of efforts to fully comply with employment and training provisions of Section 3.

Prior to the award of any contract the contractor shall enter into negotiations with GHURA for the purpose of incorporating into the contract a provision for a specific number of Public Housing residents or other Section 3 residents to be trained or employed on the contract. Such resulting provision shall obligate the contractor toward achieving not less than the numerical goals listed above and shall be based on a detailed workforce analysis to be compiled by the contractor and submitted to GHURA prior to award of contract.

#### **Definitions:**

**Applicant** means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any, unit of local government, public housing agency, Indian GHURA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

**Contractor** means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

**Department or HUD** means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

**Employment opportunities** generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3(a)(1)).

**Housing development** means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

**HUD Youth build** programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12699), and provide disadvantaged youth with opportunities of employment, education, leadership

development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

**JTPA** means the Job Training Partnership Act (29 U.S.C. 1579(a)).

**Metropolitan area** means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

**New hires** means full-time employees for permanent, temporary or seasonal employment opportunities.

**Other HUD programs** means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

**Public housing resident** has the meaning given this term in 24 CFR part 963.

**Recipient** means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

**Section 3** means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 business concern** means a business concern, as defined in this section:

- (1) That is 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

**Section 3 covered activity** means any activity which is funded by section 3 covered assistance and Indian housing assistance.

**Section 3 covered assistance** means:

- (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;
- (2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
- (3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act.

**Section 3 covered contract** means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project.

**Section 3 covered project** means the construction, reconstruction, conversion, rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Section 3 resident** means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:
  - (1) A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)).

- Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
- (ii) A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

**Service area** means the geographical area in which the persons benefitting from the section 3 covered project reside.

**Subcontractor** means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section covered assistance, or arising in connection with a section 3 covered project.

**Section 3 joint venture** means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

- (1) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- (2) Performs at least 25% of the work and is contractually entitled to compensation proportionate to its work.

**Preference for Section 3 Business Concerns (Contracting).** GHURA in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires contractors and sub-contractors (including professional service contracts) to direct their efforts towards awarding contracts to Section 3 business concerns in the following order of priority and expend greatest extent feasible efforts to achieve, at minimum, the numerical goals established in this section:

- **1st Priority - Category 1 Section 3 Businesses**  
Business concerns that are 51% or more owned by residents of the housing development(s) for which work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **2nd Priority - Category 2 Section 3 Businesses**  
Business concerns that are 51% or more owned by residents of outside development. GHURA Public Housing developments other than the development(s) where the work is performed or whose full-time permanent workforce includes 30% of these persons s employees.
- **3rd Priority - Category 3 Section 3 Businesses**  
Business concerns that are designated HUD Youth build programs.
- **4th Priority - Category 4 Section 3 Businesses**  
Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 businesses), or that subcontract in excess of 25% of the total amount of sub-contracts to Section 3 business concerns. *Under this category, the bidder must submit clear document and certifications for the qualification claimed.*

**Preference for Section 3 Residents (Employment & Training)** GHURA, in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires contractors and sub-contractors (including professional service contracts) to direct their efforts toward providing training and employment opportunities to Section 3 residents in the following order of priority and expend greatest extent feasible efforts to achieve at minimum, the numerical goals established in

this section:

- **1st Priority - Category 1 Section 3 Residents**  
Residents of the development for which work is performed.
- **2nd Priority - Category 2 Section 3 Residents**  
Residents of other Public Housing developments outside of the development(s) where the work is performed.
- **3rd Priority - Category 3 Section 3 Residents**  
Residents of Guam who are participants in HUD Youthbuild programs.
- **4th Priority - Category 4 Section 3 Residents**  
Other Section 3 Residents.

**Certification Procedure.** GHURA has its own program of self-certification for individuals and business concerns seeking recognition as a Section 3 resident or Section 3 business concern as defined in this Section 3 Program. GHURA's Resident & Community Services department is charged with administering GHURA's Section 3 certification program. Any individual or business concern seeking Section 3 preferences in the awarding of contracts or purchase agreements shall complete appropriate certification forms and provide adequate documentation as evidence of eligibility for preference under the Section 3 program. An individual or business concern may apply for certification as a Section 3 resident or Section 3 business concern either prior to bidding for Authority work or during the actual bidding process. Any business concern that submits certification for preference after receipt of bid will not be considered eligible for Section 3 preference in the evaluation of that specific bid award. Certifications for Section 3 preference for business concerns must be received by GHURA prior to the submission of bids or along with the bid. Certifications for eligibility as a Section 3 resident may be made at any time. Individuals or business concerns seeking to file for Section 3 preference shall contact:

- A resident seeking preference in training and employment shall certify that he/she is a Section 3 resident by completing the appropriate certification form and attaching adequate proof of Section 3 eligibility.
- A business concern seeking preference in the awarding of a contract or purchase shall certify that the business concern is a Section 3 business by completing the appropriate certification form and attaching adequate proof of Section 3 eligibility as required.

**Protest Procedure.** GHURA desires to offer to concerned parties a procedure whereby complaints alleging non-compliance with the Section 3 Statute can receive prompt and equitable hearing and resolution. Protests surrounding GHURA's Section 3 program may be submitted in writing to the following person hereby designated as the Section 3 Coordinator:

All complaints of non-compliance with the Section 3 Statute shall conform with the following requirements:

- Complaints shall be filed in writing and shall contain the name, address, and phone number of the person filing the complaint, and a brief description of the alleged violation of the regulations.
- Complaints shall be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation as may be appropriate, will follow the filing of a complaint. The investigation will be conducted by GHURA's Section 3 Coordinator. These rules contemplate informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit testimony and/or evidence as may be available and relevant to the complaint.
- Written documentation as to the validity of the complaint and a description of the findings or resolution, if any, will be issued by the Section 3 Coordinator no later than thirty (30) days after the filing of a complaint.

In cases where concerned parties wish to have its complaint considered outside of GHURA, a complaint may be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C., 20410. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaints based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

## **Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3**

### **The bidder represents and certifies as part of its bid/offer the following:**

- Is a Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:
  1. That is 51% or more owned by Section 3 Resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.
- Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

### **Efforts to award subcontractor to Section 3 concerns (check all that apply.)**

- By contacting business assistance agencies, minority contractor's associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities
- By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought
- By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities
- By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.
- Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses
- By developing and utilizing a list of eligible Section 3 business concerns
- By actively supporting and undertaking joint ventures with Section 3 businesses

### **Efforts to provide training and employment to section 3 residents**

- By entering into a "first source" hiring agreements with organizations representing Section 3 residents
- By establishing training programs, which are consistent with the requirements of the Department of Labor,



specifically for Section 3 residents in the building trades

- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- By arranging interviews and conducting interviews on the job site
- By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
Bidder/offeror, if the Bidder/offeror is an  
Individual Partner, if the Bidder/offeror is a  
Partnership Officer, if the Bidder/offeror is a  
Corporation

Title: \_\_\_\_\_  
Bidder/offeror, if the Bidder/offeror is an  
Individual Partner, if the Bidder/offeror is a  
Partnership Officer, if the Bidder/offeror is a  
Corporation

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission expires \_\_\_\_\_, 20 \_\_\_\_



"General Decision Number: GU20210001 01/01/2021

Superseded General Decision Number: GU20200001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

SUGU2020-001 03/05/2020

	Rates	Fringes
CARPENTER.....	\$ 15.48	
CEMENT MASON.....	\$ 14.92	
ELECTRICIAN.....	\$ 18.52	
Heavy Equipment Mechanic.....	\$ 18.32	
Heavy Equipment Operator.....	\$ 16.58	
IRONWORKER, REINFORCING.....	\$ 15.61	

IRONWORKER, STRUCTURAL.....\$ 14.90

PAINTER.....\$ 12.86

PIPEFITTER.....\$ 16.52

PLASTERER.....\$ 22.89

PLUMBER.....\$ 16.52

REFRIGERATION MECHANIC  
(including Heating, Air  
Conditioning (HVAC) Mechanic  
work).....\$ 18.43

SHEET METAL WORKER.....\$ 16.73

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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" END OF GENERAL DECISION  
"

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, 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 I(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 particular 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 on 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.

**(ii) (a)** Any class of laborers or mechanics 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 the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** 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.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** 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:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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 on the wage determination for the 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 on 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.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. 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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 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 clause set forth in subparagraph (1) of this paragraph, 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 clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in subparagraph (1) of this paragraph.



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**(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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and 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 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Bid Information**

<b>IFB Number:</b> GHURA-08-20-2021-AMPs 1 & 2		<b>Submit bid to:</b>  <b>GHURA</b> <b>117 Bien Venida Ave.</b> <b>Sinajana, Guam 96926</b>  Contract: Sonny Perez, 475-1404 or email <a href="mailto:sperez@ghura.org">sperez@ghura.org</a>  Andrew Manglona, 475-1315 or email <a href="mailto:amanglona@ghura.org">amanglona@ghura.org</a>
<b>Bid Opening Date:</b> Sep.16, 2021	<b>Bid Opening Time:</b> 2:00pm	
<b>Project Title:</b> Replace Existing Exterior Doors at AMP 1 GH 26 & AMP 2 GH 100		
<b>Project Description:</b> Replacement of Existing Exterior Doors		
<b>Contract Completion Time:</b> See Special Conditions		
<b>Amount of Liquidated Damages:</b> \$150.00 per day		

**Bidder's Information**

<b>Name of Company</b>	<b>FEIN</b>
	<b>Bidder's Telephone Number</b>
<b>Bidder's Address</b>	<b>Bidder's Fax Number</b>
	<b>Name of Person Submitting the Bid</b>
	<b>Title of Person Submitting the Bid</b>

**Bidder's Acknowledgments**

This is to acknowledge that an authorized representative(s) of the above named company has familiarized himself/herself/themselves with the local conditions affecting the cost of the work, all instructions, General and Supplemental Conditions, Contractor's compliance and reporting requirements, the specifications, drawings, and addenda.  GHURA requires a minimum acceptance period of 60 calendar days."Acceptance period," as used in this provision, means the number of calendar days available to GHURA for awarding a contract from the date specified in this solicitation for receipt of bids. <b>GHURA reserves the option, depending on the availability of funds to award a contract to the lowest responsible responsive bidders submitting the lowest bid on Base Bid Item No. 1, Base Bid Item No. 2. A bid make be submitted for either or both bid items</b> 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). In submitting this bid, it is understood that the right is reserved by GHURA to reject any and all bids.			
<b>Acknowledgment of Addenda</b> The bidder acknowledges the following addenda: (Failure to acknowledge may cause bid rejection.)			
<b>Addenda No.</b>	<b>Addenda Date</b>	<b>Addenda No.</b>	<b>Addenda Date</b>
	<b>Addenda Date</b>	<b>Addenda No.</b>	<b>Addenda Date</b>

**Required Submissions**

To be responsive, the bidder must submit the following documents in a sealed envelope marked on its face with the correct bidding information with his/her bid:  <b>Form HUD-5369-a</b> , Representations, Certifications, and Other Statements of Bidders <b>AG form 002</b> , Disclosing ownership & Commission <b>AG form 003</b> , Affidavit re Non-Collusion <b>AG form 004</b> , Affidavit re No Gratuities or Kickbacks <b>AG form 005</b> , Affidavit re Ethical Standards <b>AG form 007</b> -Affidavit re Contingent Fees <b>Form GHURA 008c</b> , Section 3 Preference Certification completed and certified OR marked NA if the bidder is not claiming Section 3 preference.		<b>Form GHURA 09</b> , Law to be observed <b>GHURA 010</b> , Bidder's Qualifications including a Financial Statement and a certificate of authority to do business in Guam <b>Form GHURA 012</b> , Bidder's Section 3 Commitment <b>Form GHURA 014</b> , Bid Form <b>Form HUD-51000</b> , Schedule of Amounts for Contract Payments (3) original sets <b>Form GHURA 016</b> , Bid Bond and Certificates <b>Contractor's clearance from Contractor License Board</b>
GHURA shall reject a bid as non-responsive and bid that does not include	each of the above documents, fully completed and properly executed.	



**BID Form**

					\$
					\$
					\$
					\$
					\$
<p>The bidder may continue by copying and attaching this section to the Bid Form.</p>					
<p><b>Sum of all cost extensions are included in the base bid</b></p>					\$

**Additive Bid Items**

<p><b>GHURA does not require</b> an additive bid for this proposal. To offer a bid the bidder is requested to breakout the following items from the base bid. Each item shall include all labor, materials, equipment and services required to complete</p>		
Item #	Item Description	Item Bid

**Individual Bidder**

<p><b>Trading and doing business as</b></p> <p>If fictitious trade name is employed in the conduct of business, insert such name and complete, as appropriate. This foregoing fictitious or trade name  <input type="checkbox"/> is <input type="checkbox"/> is not a been registered under Guam Law.</p>	<p><b>Bidder's Signature</b></p> <p>_____</p> <p><b>Date</b></p> <p>_____</p>
<p><b>Name of person submitting the bid</b></p>	<p><b>Witness</b></p> <p>Witness Name _____</p>
<p><b>Business address</b></p>	<p>Witness Signature _____</p> <p>Date _____</p>

**Partnership Bidder**

<p><b>Name of Partnership</b>                  If fictitious trade name is employed in the conduct of business, insert such name and complete, as appropriate. This foregoing fictitious or trade name <input type="checkbox"/> is <input type="checkbox"/> is not a been registered under Guam Law.</p>	<p><b>Bidder's Signature</b> _____  <b>Date</b> _____</p>
<p><b>Name of person submitting the bid</b></p>	<p><b>Witness</b>                  Witness Name _____</p>
<p><b>Business address</b></p>	<p>Witness Signature _____  <b>Date</b> _____</p>

**Corporate Bidder**

<p><b>Name of Corporation</b></p>	<p><b>Corporate's Signature</b>                  _____  <b>Title</b> _____  <b>Date</b> _____</p>
<p><b>Name of person submitting the bid</b></p>	<p><b>Certificate as to Corporate Principle</b>                  I, _____,</p>
<p><b>Business address</b></p>	<p>certify that I am the Secretary of the corporation named as Principal in the within bond: That _____                  _____                  , who signed the bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and I behalf of said corporation by authority of its governing body.                  _____                  (Corporate Seal)</p>

# 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. 11/30/2023)

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

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

<b>Total Amount of Contract or Carried Forward</b>	\$
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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.," "cu. 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
1	Bond	20	Rough Carpentry		
2	General Conditions	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	<b>Structures</b>	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		
15	Stonework	35	Plumbing		<b>Equipment</b>
16	Miscellaneous & Ornamental Metal	36	Heating	57	Shades & Drapery Rods
17	Metal Windows	37	Ventilating System	58	Ranges
18	Roofing	38	Electrical	59	Refrigerators
19	Sheet Metal	39	Elevators	60	Kitchen Cabinets & Work Tables
		40	Elevator Enclosures—Metal	61	Laundry Equipment
		41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)		
		43	(Other)	63	<b>Punch List</b> <sup>1</sup> / <sub>2</sub>
				64	Lawns & Planting

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.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name of Principal)

as PRINCIPAL, and

\_\_\_\_\_  
SURETY

are held and firmly bound unto Guam Housing and Urban Renewal Authority, hereinafter called "GHURA", in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars, ( \_\_\_\_\_ ), lawful money of the United States, for the payment of which sum will and truly 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 has submitted the accompanying bid, dated the \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_

NOW THEREFORE, if the principal shall not withdraw said bond 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 ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with Guam Housing and Urban Renewal Authority 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 time specified, if the principal shall pay Guam Housing and Urban Renewal Authority, the difference between the amount specified in said bid and the amount for which Guam Housing and Urban Renewal Authority 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 representatives, pursuant to authority of its governing body.



ATTEST:

Sole Proprietorship

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\_\_\_\_\_  
(Individual Principal Signature)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Name of Individual Principal Above)

(Seal)

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ATTESTED:

Corporation

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\_\_\_\_\_  
(Corporate Principal Signature)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Name of Corporate Principal Above)

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

Affix Corporate Seal

ATTEST:

Surety Company

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\_\_\_\_\_  
(Corporate Surety Signature)

\_\_\_\_\_  
Corporate Surety Signature)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Name of Corporate Surety)

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

Affix Corporate Seal

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(Power of Attorney for person signing for Surety Company must be attached to the Bond)

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_

Secretary of the Corporation names as Principal in the within the bond; that  
\_\_\_\_\_ " who signed the said bond on behalf of the

Principal was then \_\_\_\_\_ of said corporation; that I know his

signature, and his signature thereto is genuine; and that said bond was duly signed,

sealed, and attested to, for and *in* behalf of said corporation by authority of its governing

body.

\_\_\_\_\_  
(Corporate Seal)

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between \_\_\_\_\_, A Corporation, Partnership or Sole Proprietorship existing under the laws of the State of \_\_\_\_\_ Guam hereinafter called the "Contractor," and the Guam Housing and Urban Renewal Authority, herein called the "GHURA."

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

**ARTICLE I**

**Statement of Work.** The Contractor shall furnish all labor, material, equipment, and services and perform and complete all work required for the construction of Project No. GHURA-08-20-2021-AMPs 1 & 2, in strict accordance with "Specifications" for the ,which includes all items listed in the Table of Contents and Addenda thereto, Numbered and the drawings referred to herein, all as prepared by Architect, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part hereof.

**ARTICLE II**

**Contract Price.** GHURA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications for completed work meeting the requirements of the Contract Documents, the sum of (\$ \_\_\_\_\_)

**ARTICLE III**

Contractor agrees that time is of the essence in the completion of the work in the time required by this contract and hereby waives any notice of putting in default for failure to complete on time.

**ARTICLE IV**

**Contract Documents.** The contract shall consist of the following component parts:

- (a) This Instrument
- (b) General Conditions
- (c) Special/supplemental Conditions
- (d) Technical Specifications
- (e) Drawings
- (f) IFB # GHURA-08-20-2021-AMPs 1 & 2
- (g) Forms
- (h) Proposal
- (i) Schedule of Amounts for Contract Payments (3) original sets
- (j) Addendum

This instrument, together with the other documents enumerated in this ARTICLE IV, 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 of any other component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in the ARTICLE IV shall govern, except as otherwise specially stated. The various provisions in Addenda shall be construed in the order of the preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in \_\_\_\_\_ three (3) original counterparts as of the day and year first above written

Name: \_\_\_\_\_

Executed by: **Ray S. Topasna**  
Executive Director for the Guam Housing Urban  
Renewal Authority

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor's Certification**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_, of the Corporation named as Contractor  
herein, \_\_\_\_\_ (Title)  
and that \_\_\_\_\_, who signed the Contract on behalf of the Contractor, was  
(Name of Signatory)  
then the \_\_\_\_\_ of said Corporation; that said  
Contract was duly signed for and in behalf of said Corporation by authority of its governing body,  
and is within the scope of its corporate powers.  
(Corporate Seal) \_\_\_\_\_  
Signature of person affixing the Corporate Seal

Funds Certified By: \_\_\_\_\_  
Controller

Date: \_\_\_\_\_

Grant No.	Project Number	Amount	

## SPECIAL CONDITIONS

- I. **PROJECT SITE and DESCRIPTION:** The project is located is Amp-2, Yona. Work scope, existing exterior doors at various units to be removed and replaced with new Aluminum doors and frame.
- II. **TIME OF COMPLETION:** The work shall commence at the time stipulated in the Notice to Proceed and shall be fully completed within the time frame of **160 consecutive calendar days.**
- III. **LIQUIDATED DAMAGES:** In case of failure on part of the Contractor to complete the work within the time fixed in the Contract, or within any time extensions given thereof, the Contractor and his sureties shall be liable for and shall pay the Housing Authority the sum of **\$150.00** liquidated damages per unit, per calendar days of delay until the work is completed or accepted.
- IV. **SCOPE OF WORK:**  
**OBJECTIVE** – It is the intent of Guam Housing and Urban Renewal Authority to modernize units for occupancy ready. See attached Scope of work and drawings for locations.
  1. Existing exterior doors: **Front, Rear, Storage & water heater storage** to be removed and replaced with new aluminum doors and frames (see attached matrix schedule), security screen door panel required at the front and rear door entries. Provide new lever type lockset and accessories (3-hinges, doorstopper and threshold) Lockset shall be UNIVERSAL type (1 key to open Entry, Exit and Storage doors). Upon unit's turn over to GHURA, contractor to submit 4-sets of keys.

The contractor to provide an additional door stock of ten percent (10%) on each type of door sizes (to include security screen door panel), doors are to be delivered to AMP2 site base.

### NEW DOOR PERFORMANCE REQUIREMENTS

**Structural:** Shapes and thickness of framing members shall be sufficient to withstand a design wind load of not less than 118 pounds per square foot of supported area with a deflection of not more than 1/180 times the length of the member and a safety factor of not less than 1.65. Provide glazing beads, moldings, and trim of not less than 0.050-inch nominal thickness.

**Air Infiltration:** When tested in accordance with ASTM E 283, air infiltration shall not exceed 0.06 cubic feet per minute per square foot of fixed area at a test pressure of 6.24 pounds per square foot wind pressure.

**Water Penetration:** When tested in accordance with ASTM E 331, there shall be no water penetration at a pressure of 0.38 Kpa (8 pounds per square foot) of fixed area.

The contractor to submit material samples it GHURA for review and approval.

2. Exterior doors or frames identified on the Matrix schedule (Door work schedule) as Lead base paint (LBP) shall be removed and disposed in accordance to 40 CFR Part 745.227.

Date	Unit	Location/Description	Shot#	Pb-C (mg/cm2)	Pb-L (mg/cm2)	Pb-K (mg/cm2)	Result
7/9/2018	8JA Pangelinan	Exterior Door Frame- Right side- Wood- Brown, White	22	1.8	1.8	1.7	Positive

As such, disturbance/demolition/disposal of these work items. The construction debris must be performed in accordance with the OSHA lead standard for construction (29 CFR 1926.62) and US EPA hazardous waste regulations (40 CFR Parts 240-282). The OSHA lead standard includes requirements for worker training, medical surveillance, air monitoring, personal protective equipment, and hygiene facilities.

In addition, any waste generated from the disturbance of these surfaces may be regulated by the EPA as hazardous waste. It is recommended that a representative sample of the waste be analyzed for proper hazardous (or non-hazardous) characterization. If the waste stream is deemed hazardous, it must be disposed of at an EPA-approved site. If the waste stream is found non-hazardous, it can be disposed of as construction debris. The contractor provides certification of LBP material disposal to GHURA.

Close out documents for LBP certification requirements are required. The contractor shall hire an independent third-party inspector to determine the presence (or absence) LBP and ensure the work is completed and free from LBP contamination. The independent third-party inspector shall be EPA-certified and licensed to conduct such activities pursuant of 40 CFR Part 745.227.

#### GENERAL CONSTRUCTION NOTES:

- a. Contractor shall field verify existing conditions, pipe inverts, dimensions prior to bidding. Contractor to notify GHURA contracting officer of any discrepancies between scope of work, actual field conditions and project intent which may interfere with this project. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Provide protection for adjacent properties; restore damaged work to condition existing prior to start of work.
- c. Miscellaneous items of work not indicated but which are necessary to implement the project intent of which are customarily performed shall be provided by the Contract Bidder as if fully and correctly described in the scope of work and/or drawings. Contractor to notify GHURA official prior to commencement of work.
- d. Prior to commencement of work, contractor to provide shop drawings for review and approval; contractor shall also provide an electronic copy.

- e. The contractor shall hire a Registered Consultant or Individual that is a USEPA certified and licensed to conduct lead-based activities pursuant to 40 CFR Part 745.227

V. See attached Detail layouts and site plan

VI. SITE: The site is described on the site location plan. Bidders shall verify existing Structure, site conditions and all pertinent information needed for the satisfactory performance of the scope of work prior to submitting the bid.

#### VII.COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract (or at such office as he may from time to time designate in writing to GHURA), or deposited in the United States mail in sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to GHURA shall, unless otherwise specified in writing to the Contract, be delivered to the Guam Housing and Urban Renewal Authority at 117 Bien Venida Avenue, Sinajana, Guam, 96926, and any notice to or demand upon GHURA shall sufficiently given if so delivered, or deposited in the United States mail in sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Guam Housing and Urban Renewal Authority at such address as GHURA may subsequently specify in writing to the Contractor for such purposes.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

VIII. Any damages to existing conditions shall be repaired in good condition with Finish to match existing.

IX. MINIMUM RATES OF PAY AND WAGE RATES- See attach General Decision

X. UTILITIES CONSUMPTION- N/A

The contractor shall be responsible for providing utilities required in the performance of this contract.

XI. DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

Prior to final payment, and before the issuance of final certificate for payment in accordance with the provisions of the General Conditions, file the following papers with the GHURA.

Project Record Documents

XII. CLEAN UP

The Contractor shall, at all times, keep the premises free from accumulations waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the sites as well as all his tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and leave the work "broom clean" or its equivalent, except as otherwise specified. If the Contractor fails to clean up, GHURA may do so and cost thereof shall be charged to the Contractor as provided in Paragraph 31 of the General Conditions. If a dispute arises between the separate contractors as to their responsibility for cleaning up, GHURA shall clean up and charge the cost thereof to the several contractors as GHURA shall determine to be just.

NOTE: "The use of Lead-based both in Paint or Solder is prohibited."  
\*\*\*End of Special Conditions\*\*



DOOR REPLACEMENT SCHEDULE					
UNIT IDENTIFICATION	Front Entrance	Rear Entrance	Storage	Water Heater	
2 JA Pangelinan					
3 JA Pangelinan					
5 JA Pangelinan					
6 JA Pangelinan					
7 JA Pangelinan					
8 JA Pangelinan		F-LBP			
9 JA Pangelinan					
10 JA Pangelinan					
11 JA Pangelinan					
12 JA Pangelinan					
13 JA Pangelinan					
15 JA Pangelinan					
16 JA Pangelinan					
17 JA Pangelinan					
19 JA Pangelinan					
20 JA Pangelinan					
21 JA Pangelinan					
1 JC Rojas					
2 JC Rojas					
3 JC Rojas					
4 JC Rojas					
5 JC Rojas					
6 JC Rojas					
7 JC Rojas					
8 JC Rojas					
9 JC Rojas					
10 JC Rojas					
11 JC Rojas					
12 JC Rojas					
13 JC Rojas	Built-in	Built-in			
14 JC Rojas					

**LEGEND**

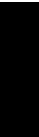
- Doors already replaced (No work required)
- Doors & frames to be replaced, provide new matching lockset. see scope of work #1
- Built-in  
Doors to be removed and replaced (Salvage existing doors and return to maintenance)
- Door & frame to remain, provide new matching lockset
- No Vent  
Door to remain, provide new matching lockset
- F-LBP  
Frame only tested POS for LBP see scope of work #2

**Note:**

1. All listed units need to be universally keyed.
2. Unlisted units have been completely replaced (no work required)
3. Existing doors and frames with LBP, see scope of work #2

DOOR REPLACEMENT SCHEDULE				
UNIT IDENTIFICATION	Front Entrance	Rear Entrance	Storage	Water Heater
15 JC Rojas				
16 JC Rojas				
17 JC Rojas				
19 JC Rojas				
21 JC Rojas				
22 JC Rojas				
23 JC Rojas				
24 JC Rojas				
25 JC Rojas				
1 JB Sudo	Built-in	Built-in		
2 JB Sudo				
3 JB Sudo	Built-in	Built-in		
4 JB Sudo				
74 AA Cruz				
19 FB Pangelinan				No Vent
23 FB Pangelinan				
63 FB Pangelinan				
7 J Cruz Cr				
10 J Cruz Cr				
11 J Cruz Cr				
16 J Cruz Cr				No Vent
11 J Cruz Cr				No Vent
6 J Estaquio				
10 J Estaquio				
14 J Estaquio				
41 JM Estaquio				No Vent
45 JM Estaquio				
49 JM Estaquio				
53 JM Estaquio				


**LEGEND**

 Doors already replaced (No work required)

 Doors & frames to be replaced, provide new matching lockset. see scope of work #1

 Built-in Doors to be removed and replaced (Salvage existing doors and return to maintenance)

 Door & frame to remain, provide new matching lockset

 No Vent Door to remain, provide new matching lockset

**Note:**

1. All listed units need to be universally keyed.
2. Unlisted units have been completely replaced (no work required)
3. Existing doors and frames with LBP, see scope of work #2

## DOOR REPLACEMENT SCHEDULE

UNIT IDENTIFICATION	Front Entrance	Rear Entrance	Storage	Water Heater
21 JE Violet				
25 JE Violet	Built-in	Built-in		
29 JE Violet				
30 JE Violet				
13 J Taisipic				
15 J Taisipic				
19 J Taisipic				
4 JT Quichocho		No lockset		
7 JT Quichocho	Built-in	Built-in		No Vent
8 JT Quichocho				
11 JT Quichocho				
12 JT Quichocho				
15 JT Quichocho				
18 JT Quichocho				
5 JT Taisipic				
9 JT Taisipic				
21 R Toves St				
2 SM Eucharita				
5 SM Eucharita	Built-in	Built-in		
6 SM Eucharita	Built-in	Built-in		
9 SM Eucharita				
10 SM Eucharita				
14 SM Eucharita				
18 SM Eucharita				
33 SM Eucharita				
38 SM Eucharita				
42 SM Eucharita				

**LEGEND**

                     Doors already replaced (No work required)

Doors & frames to be replaced, provide new matching lockset. see scope of work #1

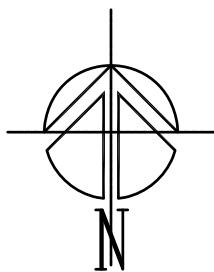
Built-in Doors to be removed and replaced (Salvage existing doors and return to maintenance)

Door & frame to remain, provide new matching lockset

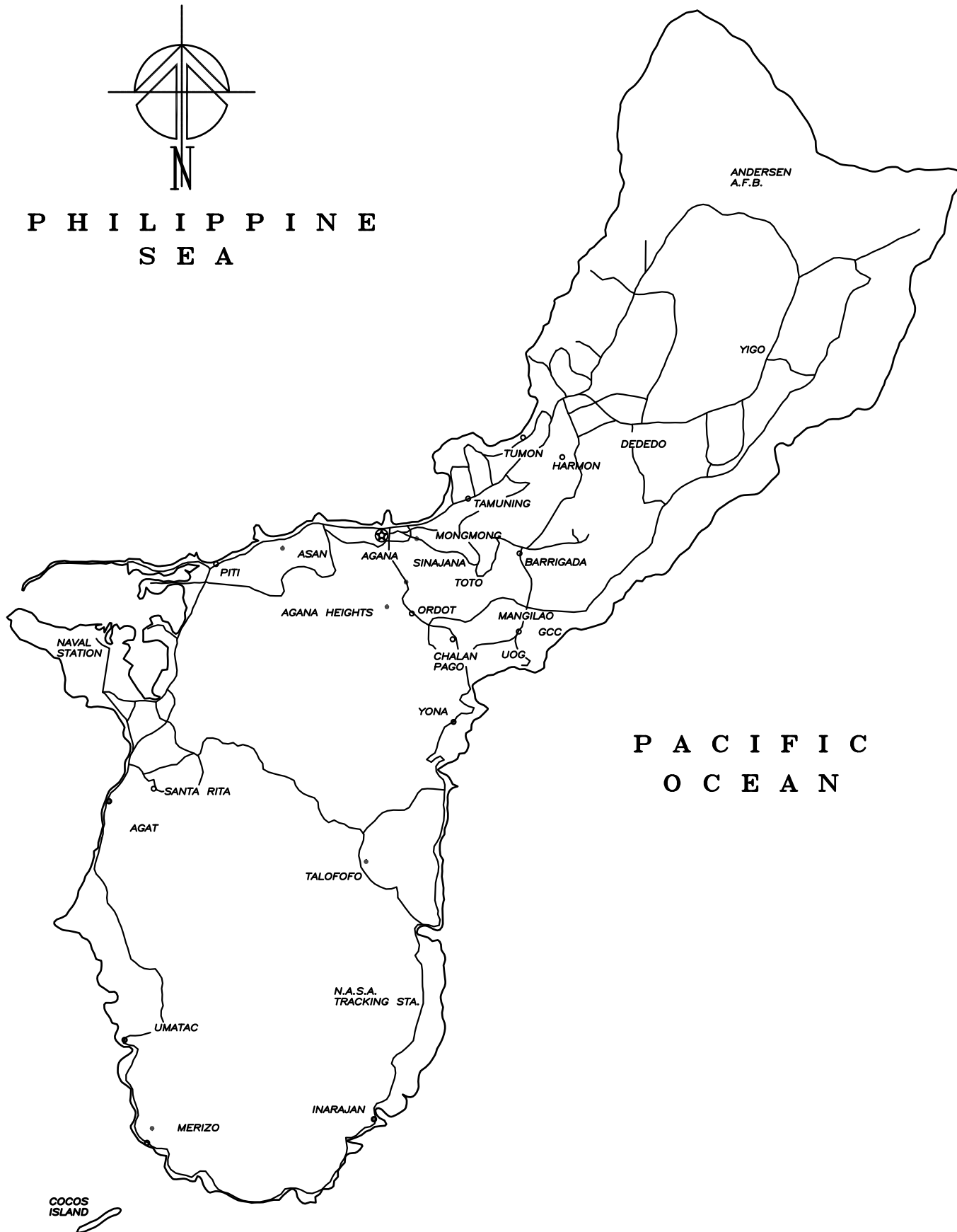
No Vent Door to remain, provide new matching lockset

**Note:**

1. All listed units need to be universally keyed.
2. Unlisted units have been completely replaced (no work required)
3. Existing doors and frames with LBP, see scope of work #2

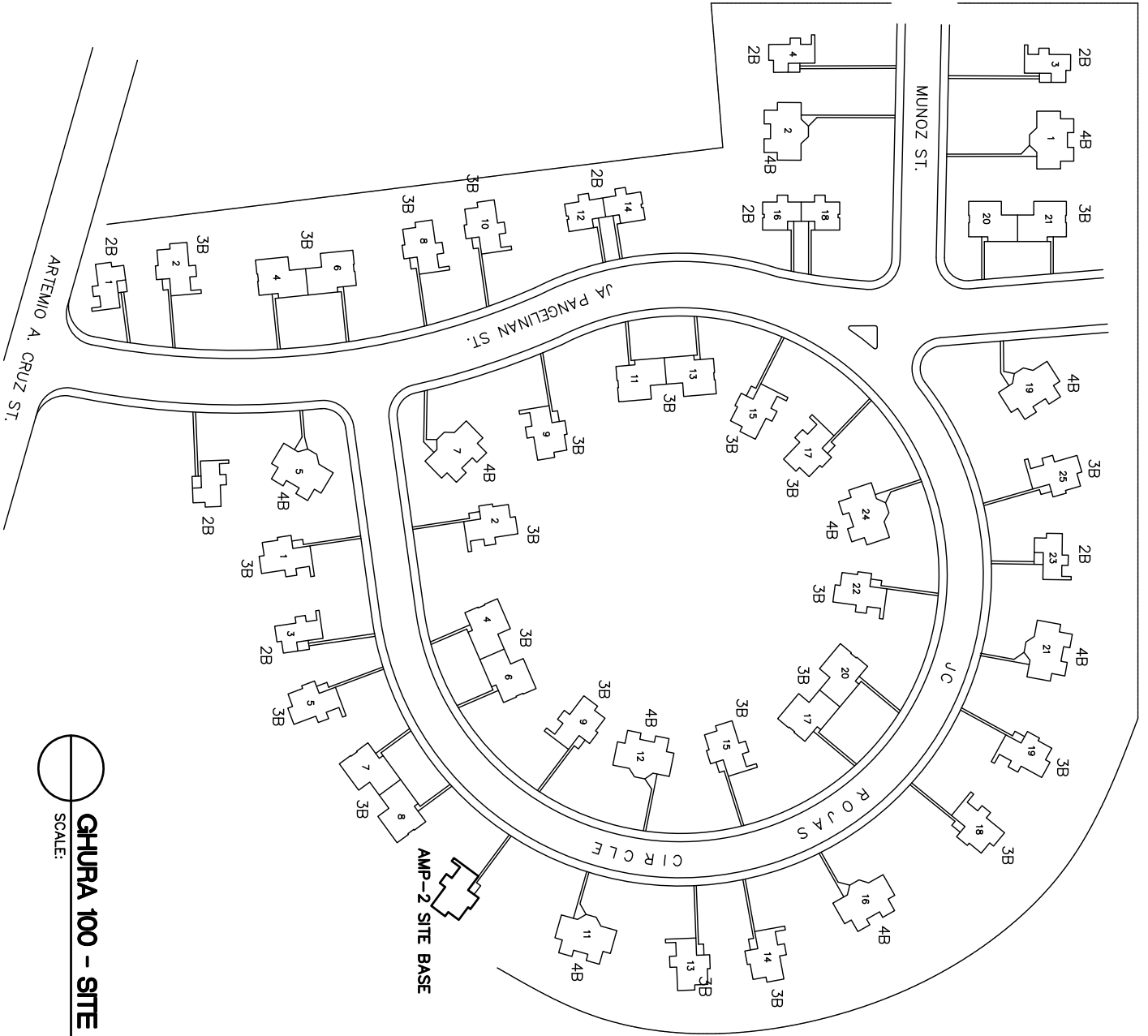


PHILIPPINE  
SEA

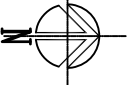


PACIFIC  
OCEAN

# LOCATION MAP



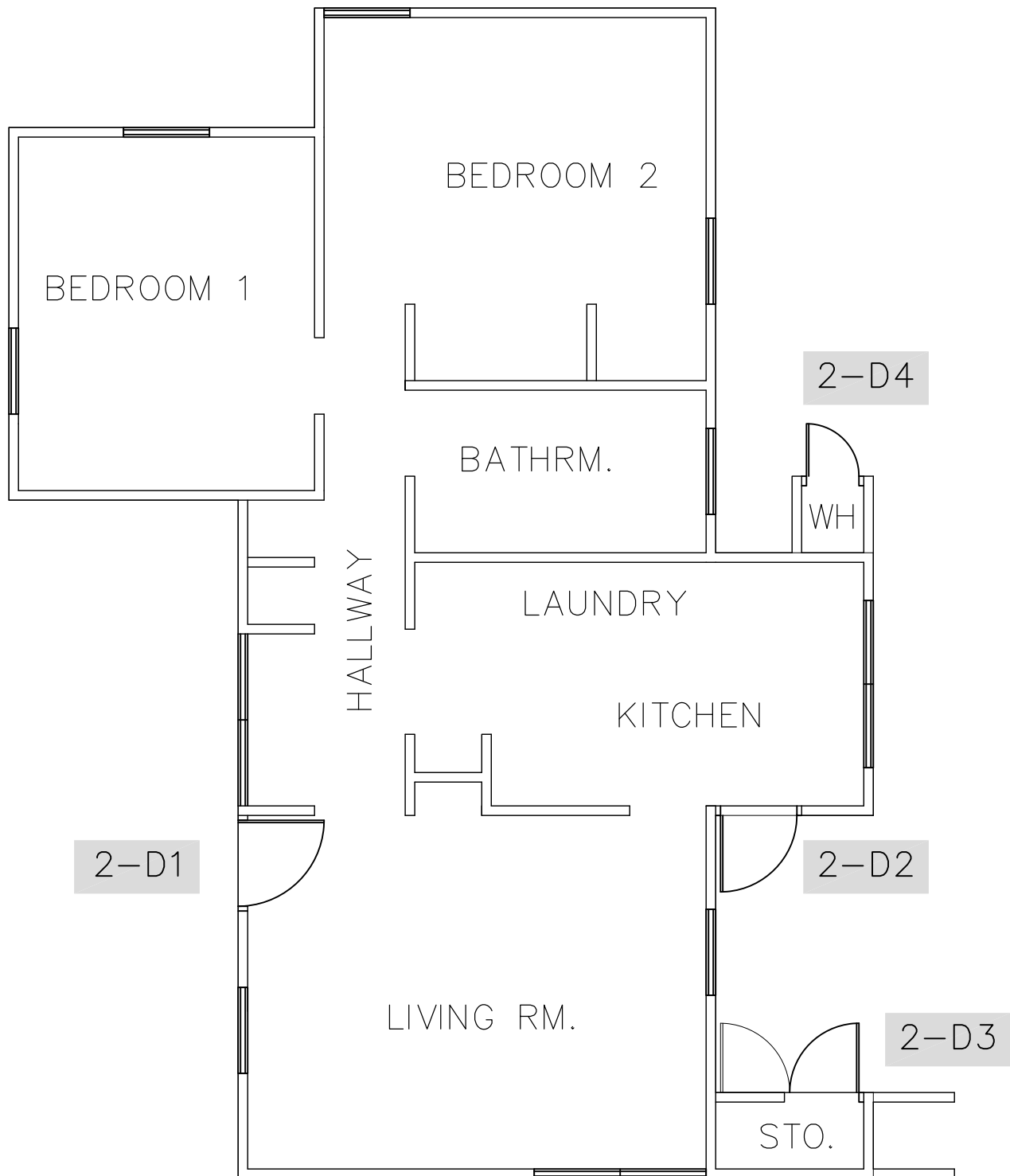
GHURA 100 - SITE 1 PLAN  
SCALE: NTS



GHURA 100

AMP 2

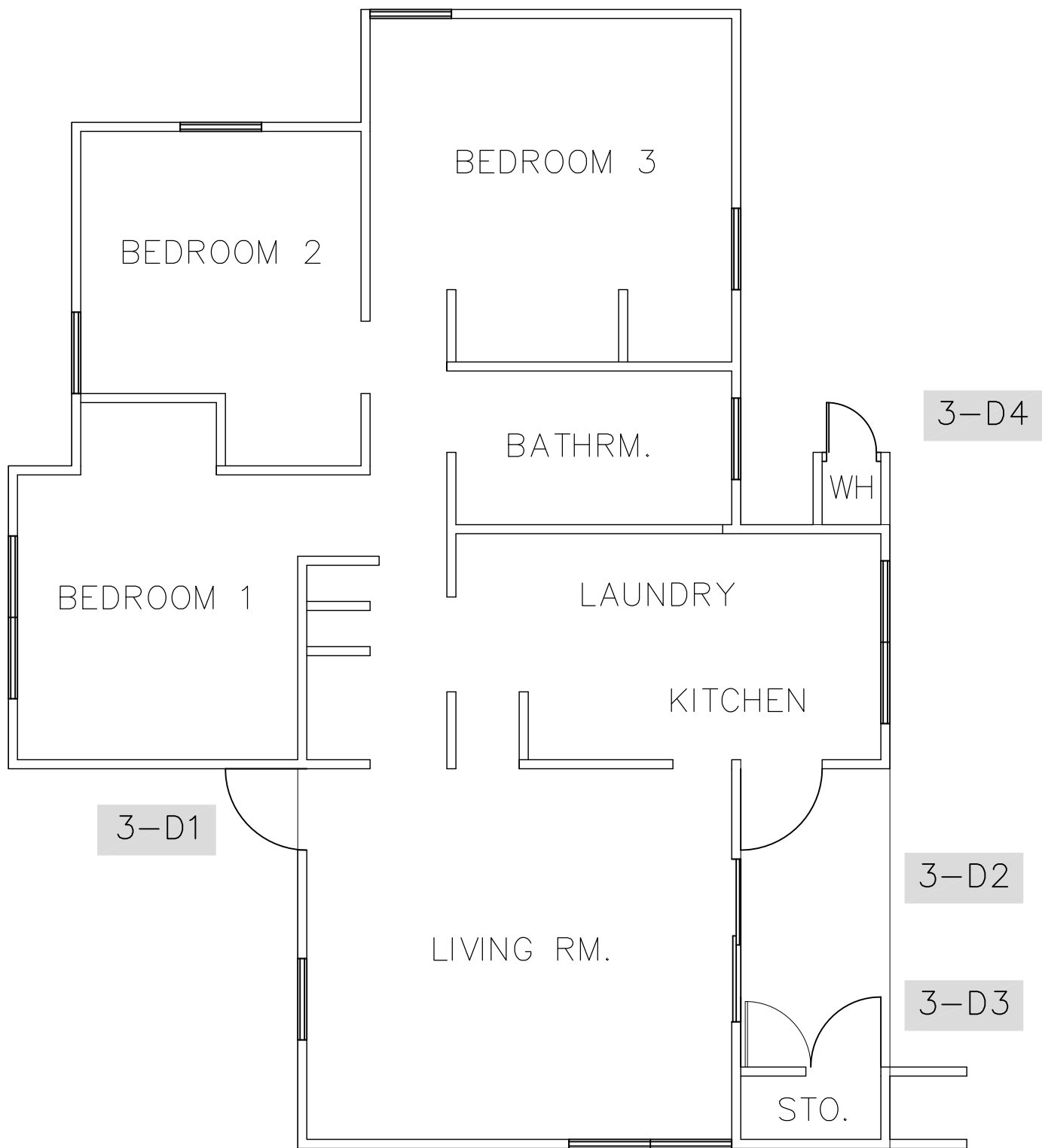




## 2-BEDROOM FLOOR PLAN

SCALE:

$\frac{3}{16}'' = 1'-0''$

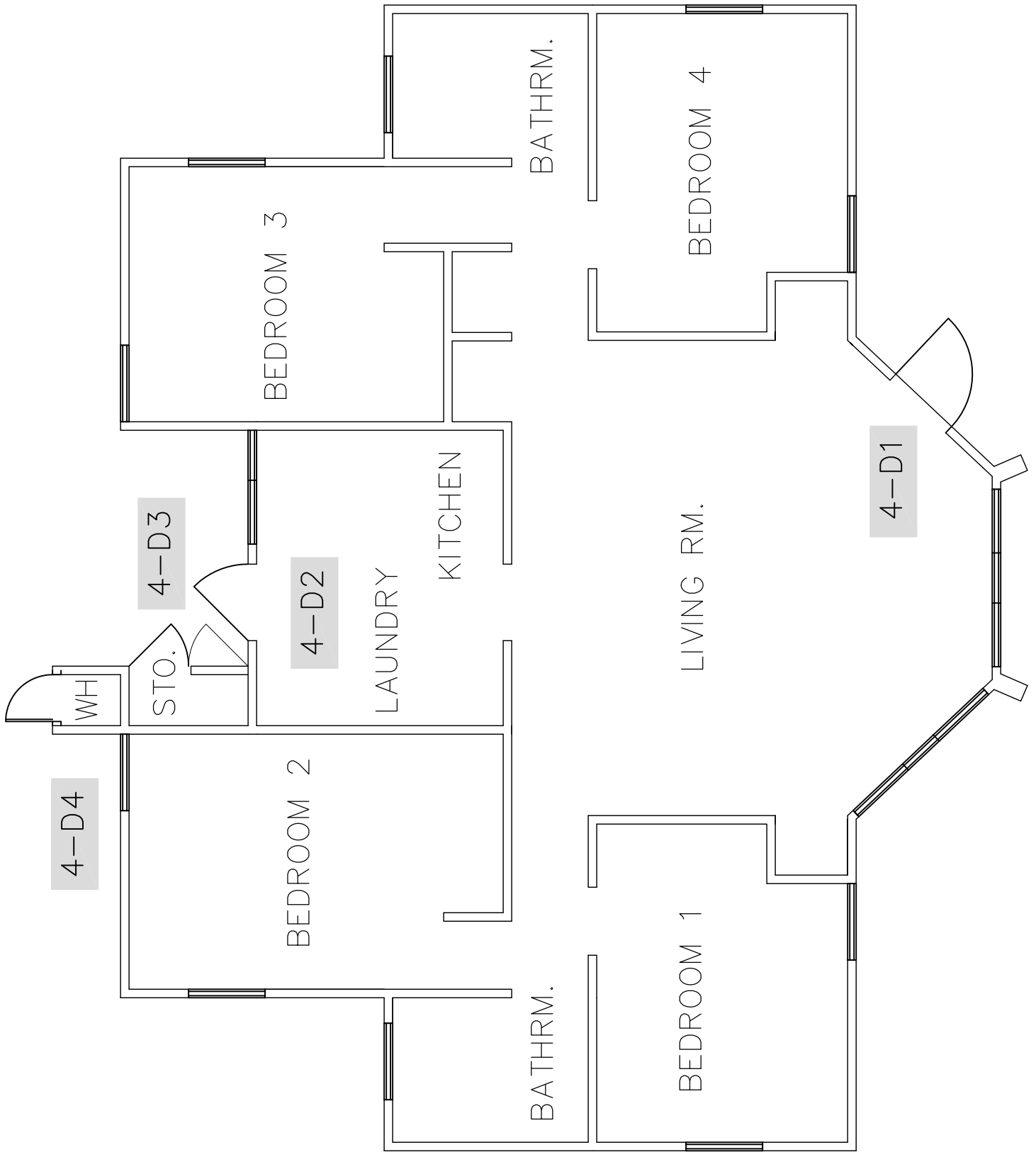


# 3-BEDROOM FLOOR PLAN

SCALE:

$\frac{3}{16}'' = 1'-0''$

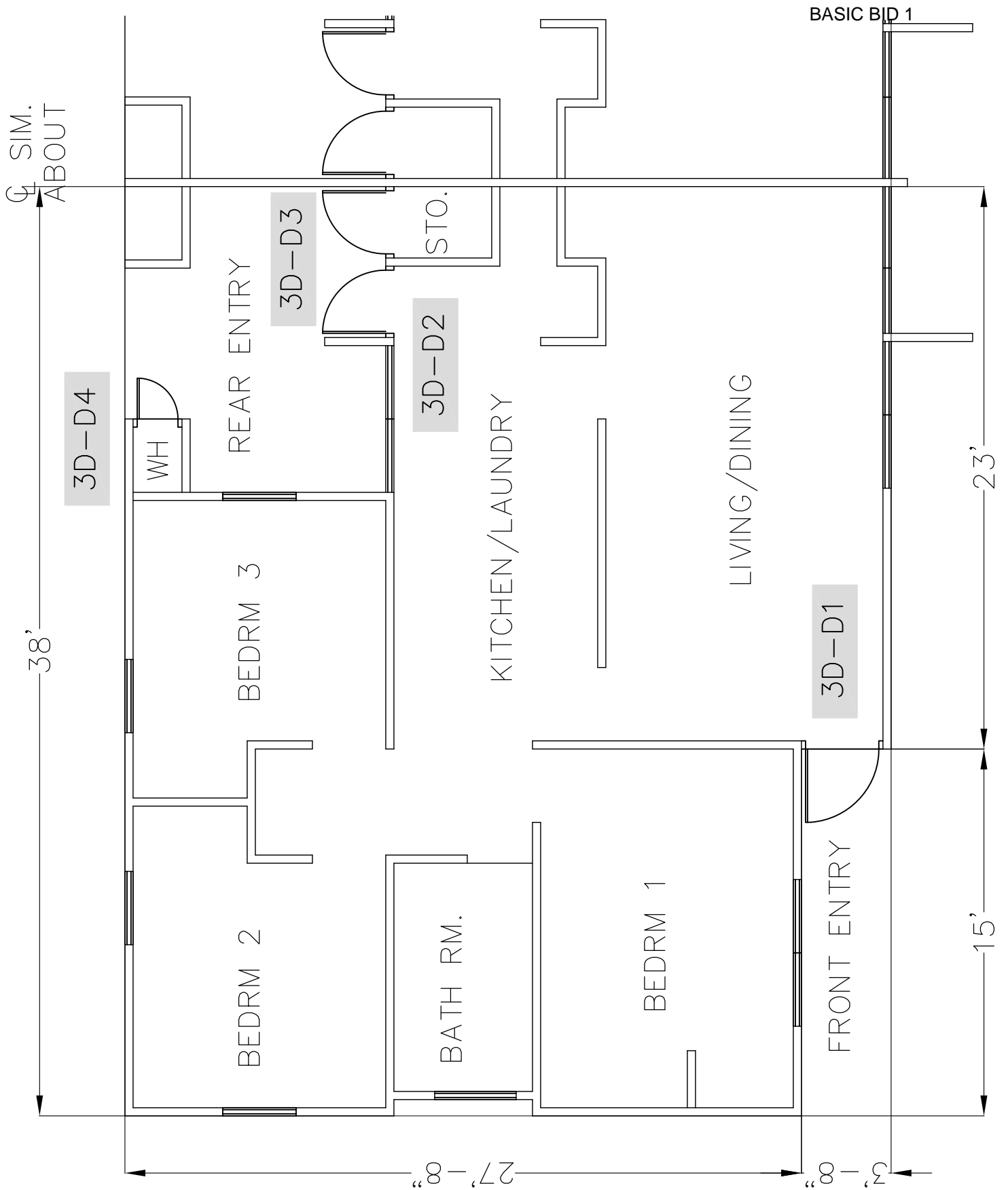




# 4-BEDROOM FLOOR PLAN

SCALE:

$\frac{3}{16}'' = 1'-0''$



# 3-BEDROOM (DUPLEX) FLOOR PLAN

SCALE:

$3/16'' = 1'-0''$

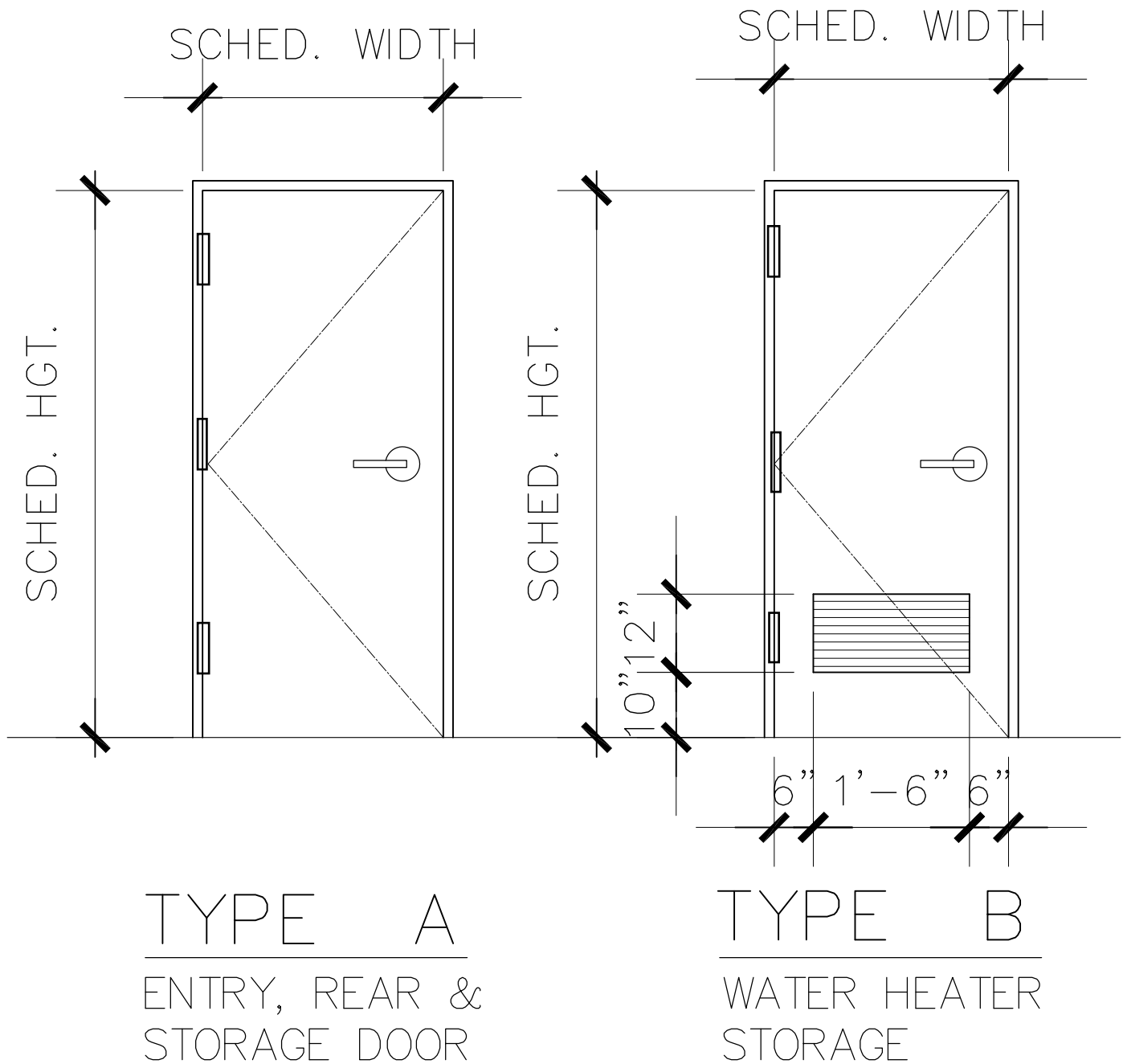
# DOOR SCHEDULE

BASIC BID 1

BEDRM. SIZE	MARK	R.O. W x H	D.O. W x H	NEW DOOR TYPE	REMARKS
2-BEDRM.	3-D1	40x100	36x80	ALUM.	W/ ALUM. SECURITY DR.
	3-D2	36x100	36x80	ALUM.	W/ ALUM. SECURITY DR.
	3-D3	70x100	36x80	ALUM.	
	3-D4	24x60	24x60	ALUM.	
3-BEDRM.	3-D1	38x100	36x80	ALUM.	W/ ALUM. SECURITY DR.
	3-D2	35x100	36x80	ALUM.	W/ ALUM. SECURITY DR.
	3-D3	70x100	36x80	ALUM.	
	3-D4	24x60	24x60	ALUM.	
4-BEDRM.	4-D1	38x100	36x80	ALUM.	W/ ALUM. SECURITY DR.
	4-D2	35x100	36x80	ALUM.	W/ ALUM. SECURITY DR.
	4-D3	70x100	36x80	ALUM.	
	4-D4	24x60	24x60	ALUM.	
3-BEDRM. (DUPLEX)	3D-D1	40x100	36x80	ALUM.	W/ ALUM. SECURITY DR.
	3D-D2	35x100	36x80	ALUM.	W/ ALUM. SECURITY DR.
	3D-D3	36x100	36x80	ALUM.	
	3D-D4	24x60	24x60	ALUM.	

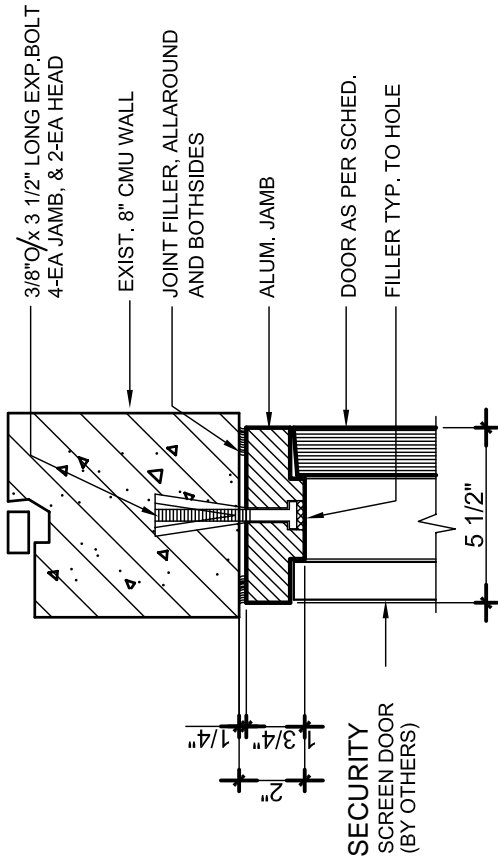
**NOTES:**

1. Existing Exterior Doors: Entry, Exit and Storage doors to be removed and replaced with New Aluminum door and frame and shall consist with lever type lockset and accessories (3-hinges, doorstopper, threshold, fasteners . . . etc.) Lockset shall be UNIVERSAL type (1 key to open Entry, Exit and Storage doors), upon unit completion contractor to submit 4-sets of keys. New Entry and Exit aluminum doors shall consisted this new aluminum security screen door panels with lockset and hinges, door swing position shall match existing in-kind.
  
2. INSTALLATION: Plumb, square, level, and align frames and framing member to receive doors. Anchor frames to adjacent construction as indicated and in accordance with manufacturer's printed instructions. Anchor bottom of each frame to rough floor construction with 3/32-inch thick stainless steel angle clips secured to back of each jamb and to floor construction; use stainless steel bolts and expansion rivets for fastening clip anchors. Seal metal-to-metal joints between framing members. Hang doors to produce standard clearances. After erection, adjust doors and hardware to operate properly.



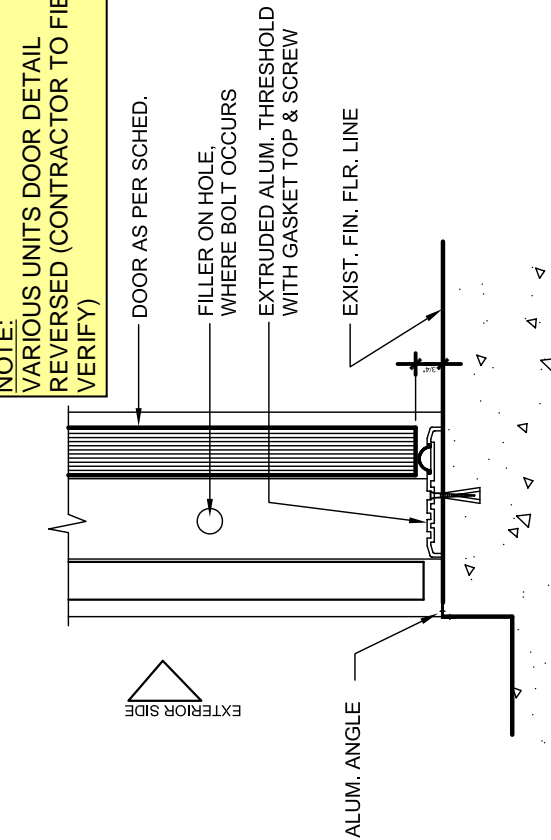
NOTES:

STORAGE DOOR & WATER HEATER STORAGE DOORS  
THRESHOLD NOT REQUIRED.

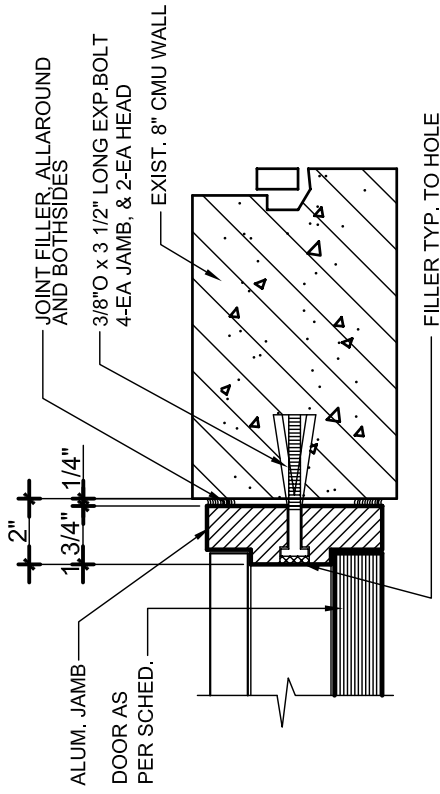


**3 HEAD DET. TYP.**  
SCALE: NTS

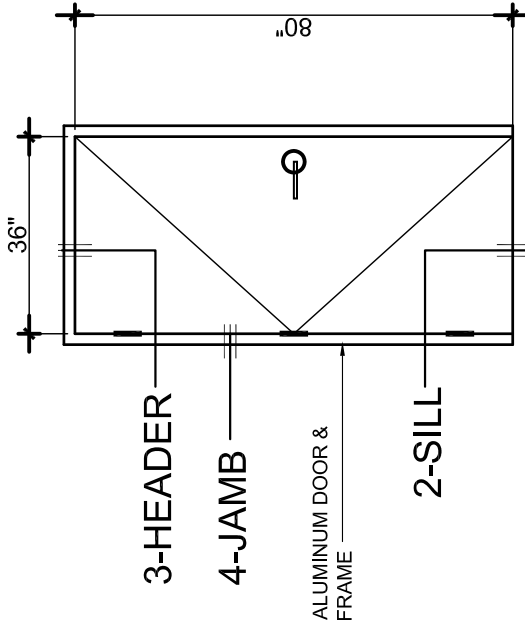
**NOTE:**  
VARIOUS UNITS DOOR DETAIL  
REVERSED (CONTRACTOR TO FIELD  
VERIFY)



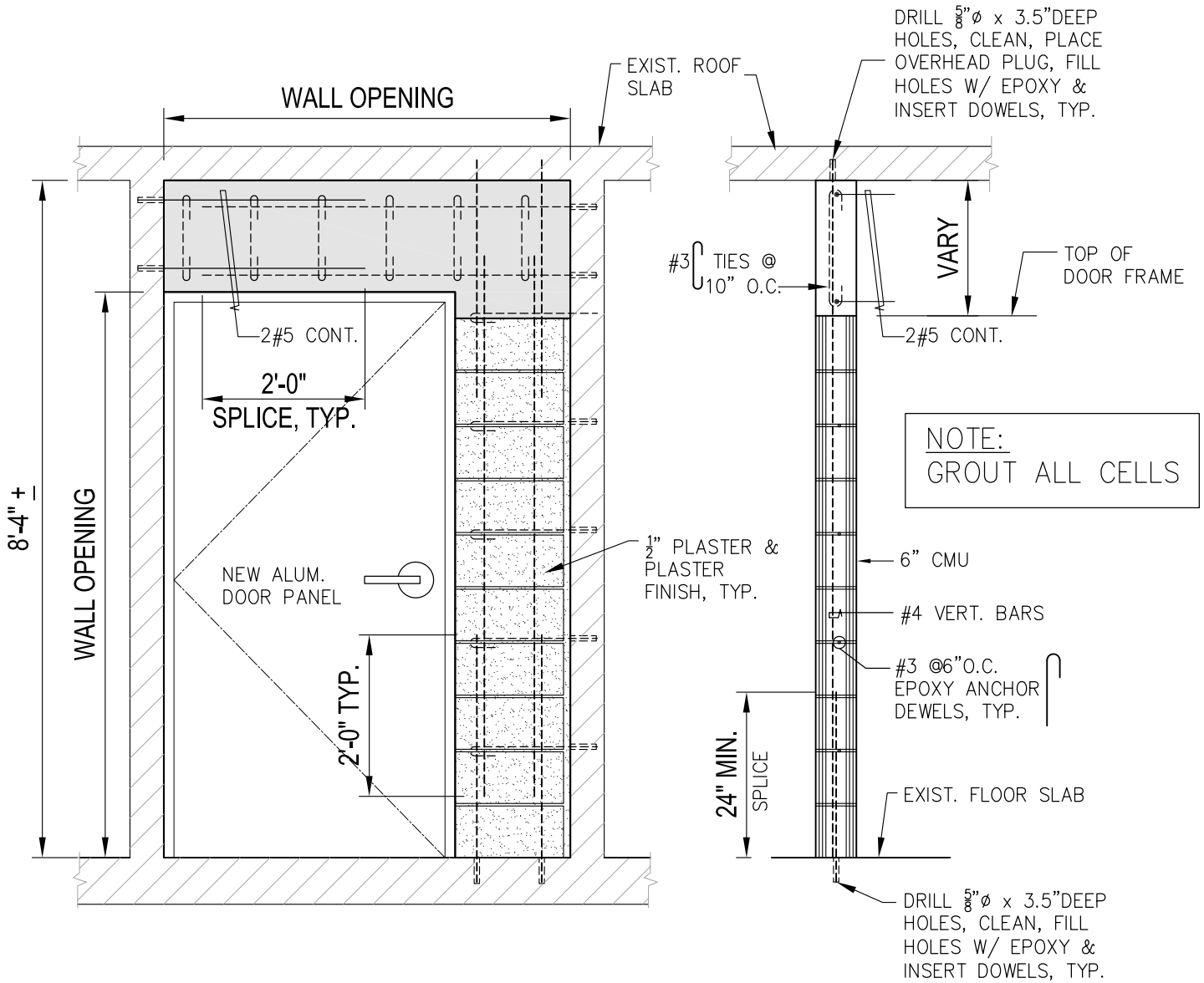
**2 SILL DET. TYP.**  
SCALE: NTS



**4 JAMB DET. TYP.**  
SCALE: NTS



**1 TYPICAL B4 DOOR ELEVATION**  
SCALE: NTS

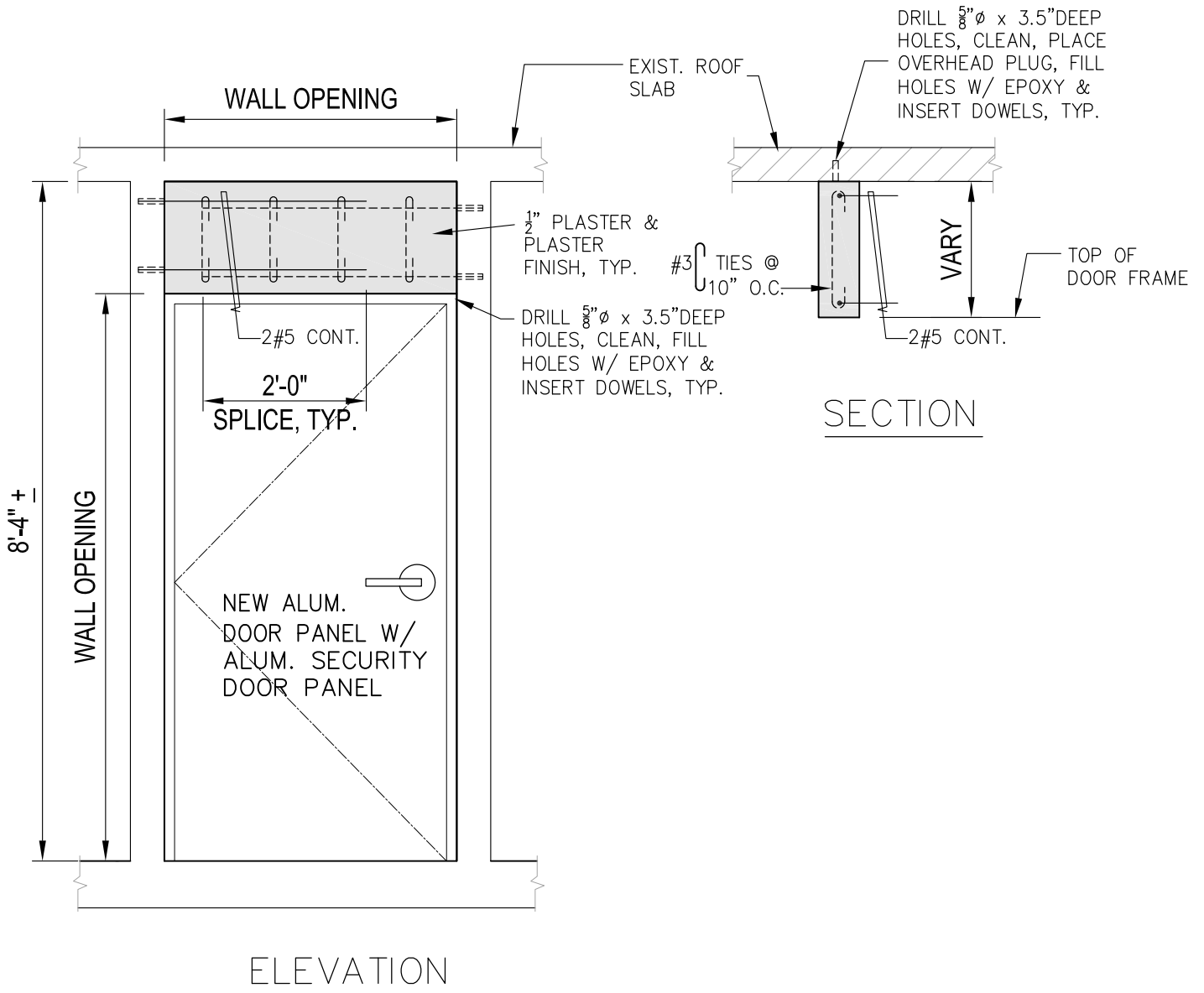


ELEVATION

SECTION

NEW DOOR ELEVATION @ STORAGE

NOT TO SCALE



NEW LINTEL DETAIL ABOVE DOOR

NOT TO SCALE

### SPECIAL CONDITIONS

- I. **PROJECT SITE and DESCRIPTION:** The project is located in Ghura-26, Asan. Scope of work, existing exterior doors to be removed and replaced with new Aluminum doors and frame.
- II. **TIME OF COMPLETION:** The work shall commence at the time stipulated in the Notice to Proceed and shall be fully completed within the time frame of **120 consecutive calendar days.**
- III. **LIQUIDATED DAMAGES:** In case of failure on part of the Contractor to complete the work within the time fixed in the Contract, or within any time extensions given thereof, the Contractor and his sureties shall be liable for and shall pay the Housing Authority the sum of **\$150.00** liquidated damages per unit, per calendar days of delay until the work is completed or accepted.
- IV. **SCOPE OF WORK:**  
**OBJECTIVE** – It is the intent of Guam Housing and Urban Renewal Authority to modernize units for occupancy ready. See attached Scope of work and drawings for locations.
  1. Existing exterior doors: **Front, Rear, Storage & water heater storage** to be removed and replaced with new aluminum doors and frames (see attached matrix schedule), security screen door panel required at the front and rear door entries. Provide new lever type lockset and accessories (3-hinges, doorstopper and threshold) Lockset shall be UNIVERSAL type (1 key to open Entry, Exit and Storage doors). Upon unit's turn over to GHURA, contractor to submit 4-sets of keys.

The contractor to provide an additional door stock of ten percent ( 2 %) on each type of door sizes (to include security screen door panel), doors are to be delivered to AMP1 site base.

#### NEW DOOR PERFORMANCE REQUIREMENTS

**Structural:** Shapes and thickness of framing members shall be sufficient to withstand a design wind load of not less than 118 pounds per square foot of supported area with a deflection of not more than 1/180 times the length of the member and a safety factor of not less than 1.65. Provide glazing beads, moldings, and trim of not less than 0.050-inch nominal thickness.

**Air Infiltration:** When tested in accordance with ASTM E 283, air infiltration shall not exceed 0.06 cubic feet per minute per square foot of fixed area at a test pressure of 6.24 pounds per square foot wind pressure.

**Water Penetration:** When tested in accordance with ASTM E 331, there shall be no water penetration at a pressure of 0.38 Kpa (8 pounds per square foot) of fixed area.

The contractor to submit material samples it GHURA for review and approval.



GENERAL CONSTRUCTION NOTES:

- a. Contractor shall field verify existing conditions, pipe inverts, dimensions prior to bidding. Contractor to notify GHURA contracting officer of any discrepancies between scope of work, actual field conditions and project intent which may interfere with this project. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Provide protection for adjacent properties; restore damaged work to condition existing prior to start of work.
- c. Miscellaneous items of work not indicated but which are necessary to implement the project intent of which are customarily performed shall be provided by the Contract Bidder as if fully and correctly described in the scope of work and/or drawings. Contractor to notify GHURA official prior to commencement of work.
- d. Prior to commencement of work, contractor to provide shop drawings for review and approval; contractor shall also provide an electronic copy.

V. See attached Detail layouts and site plan

VI. SITE: The site is described on the site location plan. Bidders shall verify existing Structure, site conditions and all pertinent information needed for the satisfactory performance of the scope of work prior to submitting the bid.

## VII.COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract (or at such office as he may from time to time designate in writing to GHURA), or deposited in the United States mail in sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to GHURA shall, unless otherwise specified in writing to the Contract, be delivered to the Guam Housing and Urban Renewal Authority at 117 Bien Venida Avenue, Sinajana, Guam, 96926, and any notice to or demand upon GHURA shall sufficiently given if so delivered, or deposited in the United States mail in sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Guam Housing and Urban Renewal Authority at such address as GHURA may subsequently specify in writing to the Contractor for such purposes.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

VIII. Any damages to existing conditions shall be repaired in good condition with Finish to match existing.

IX. MINIMUM RATES OF PAY AND WAGE RATES- See attach General Decision

X. UTILITIES CONSUMPTION- N/A

The contractor shall be responsible for providing utilities required in the performance of this contract.

XI. DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

Prior to final payment, and before the issuance of final certificate for payment in accordance with the provisions of the General Conditions, file the following papers with the GHURA.

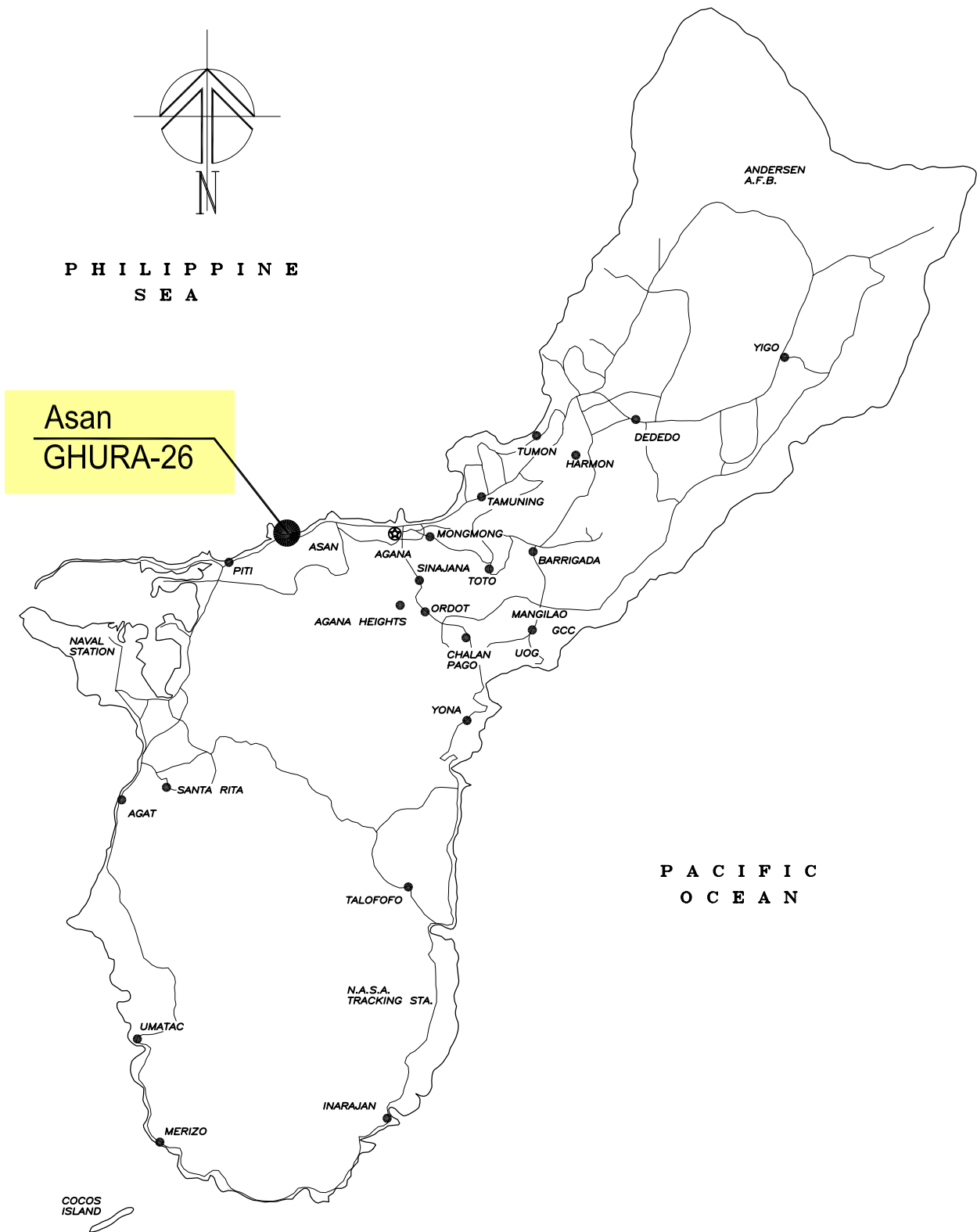
Project Record Documents

XII. CLEAN UP

The Contractor shall, at all times, keep the premises free from accumulations waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the sites as well as all his tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and leave the work "broom clean" or its equivalent, except as otherwise specified. If the Contractor fails to clean up, GHURA may do so and cost thereof shall be charged to the Contractor as provided in Paragraph 31 of the General Conditions. If a dispute arises between the separate contractors as to their responsibility for cleaning up, GHURA shall clean up and charge the cost thereof to the several contractors as GHURA shall determine to be just.

NOTE: "The use of Lead-based both in Paint or Solder is prohibited."

\*\*\*End of Special Conditions\*\*

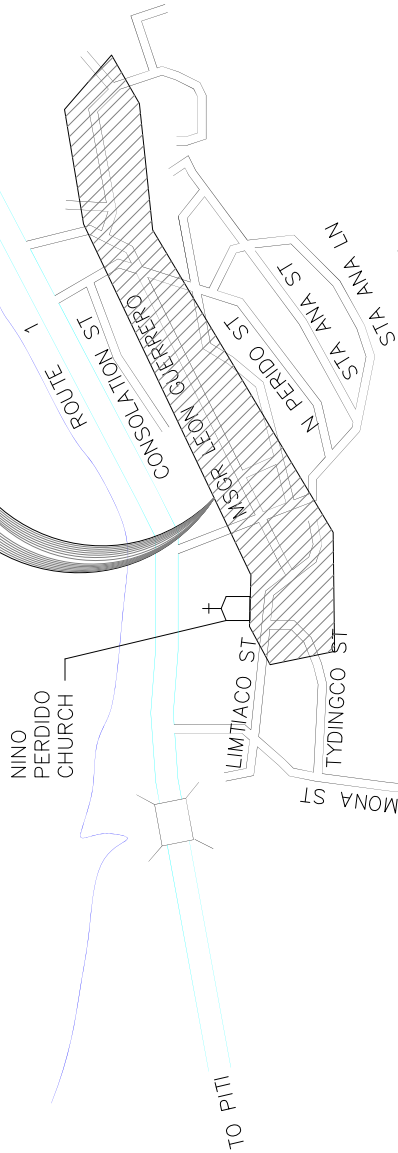


# KEY PLAN

# GHURA 26

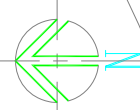
ASAN

## GHURA 26

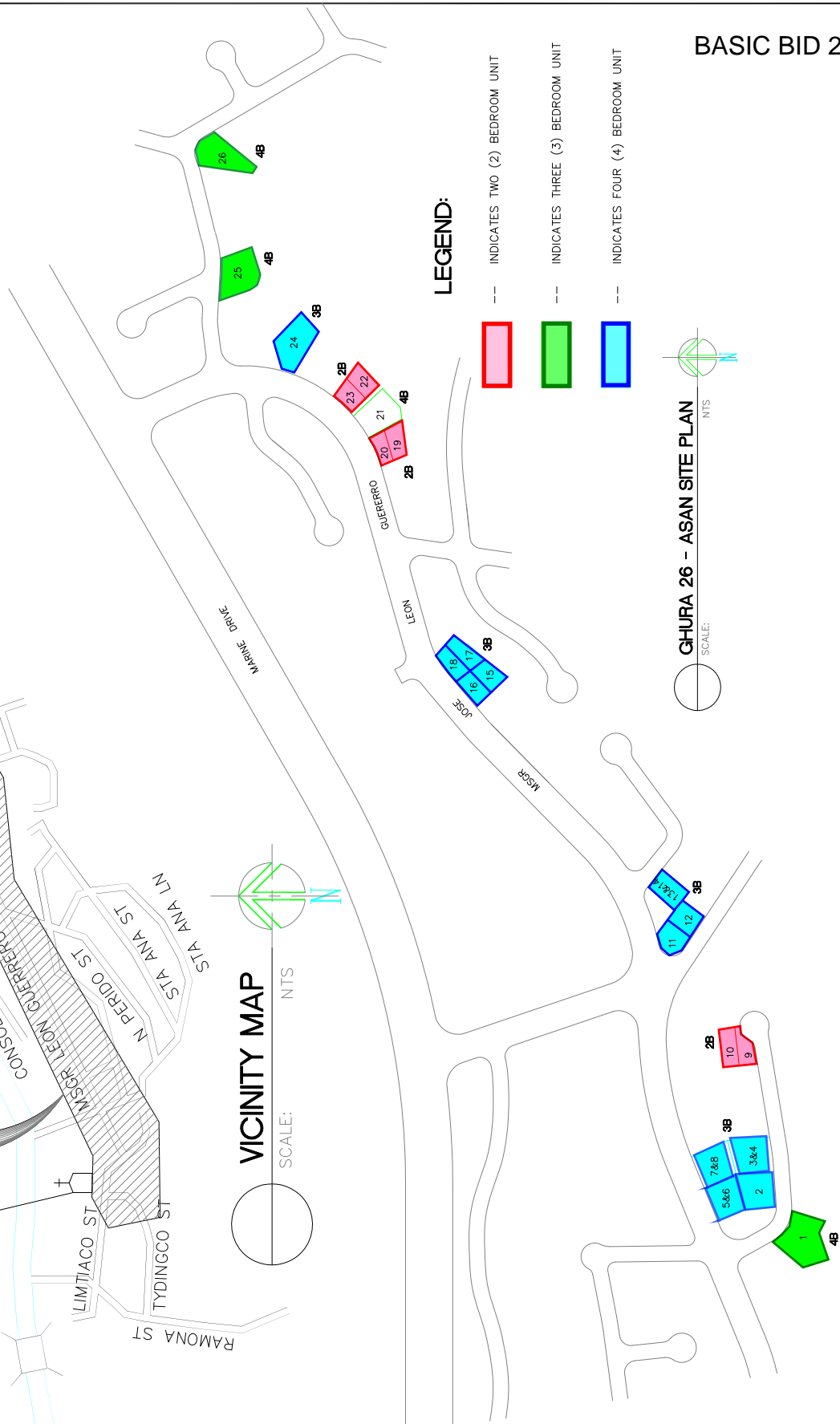


### VICINITY MAP

SCALE: NTS

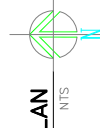


## BASIC BID 2



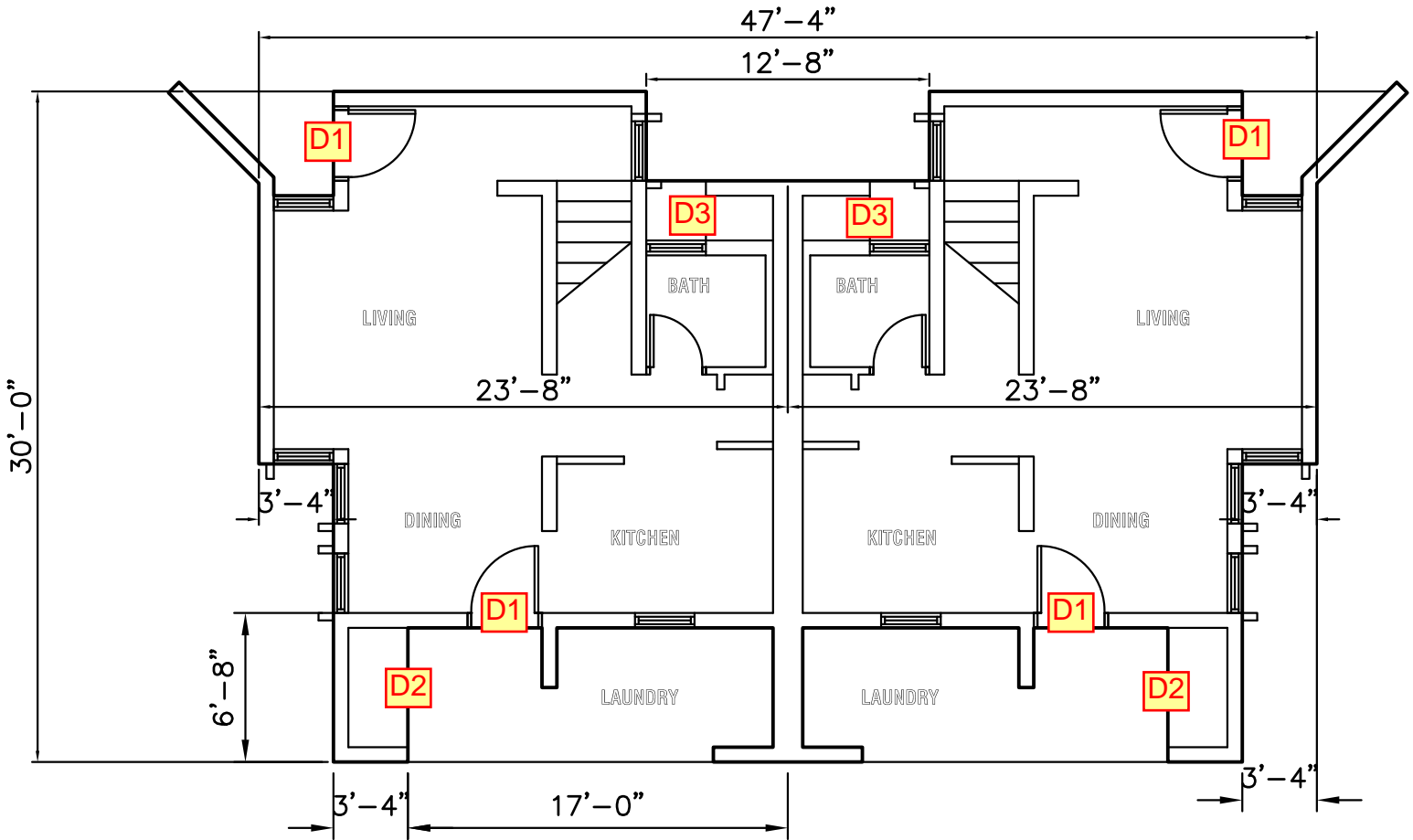
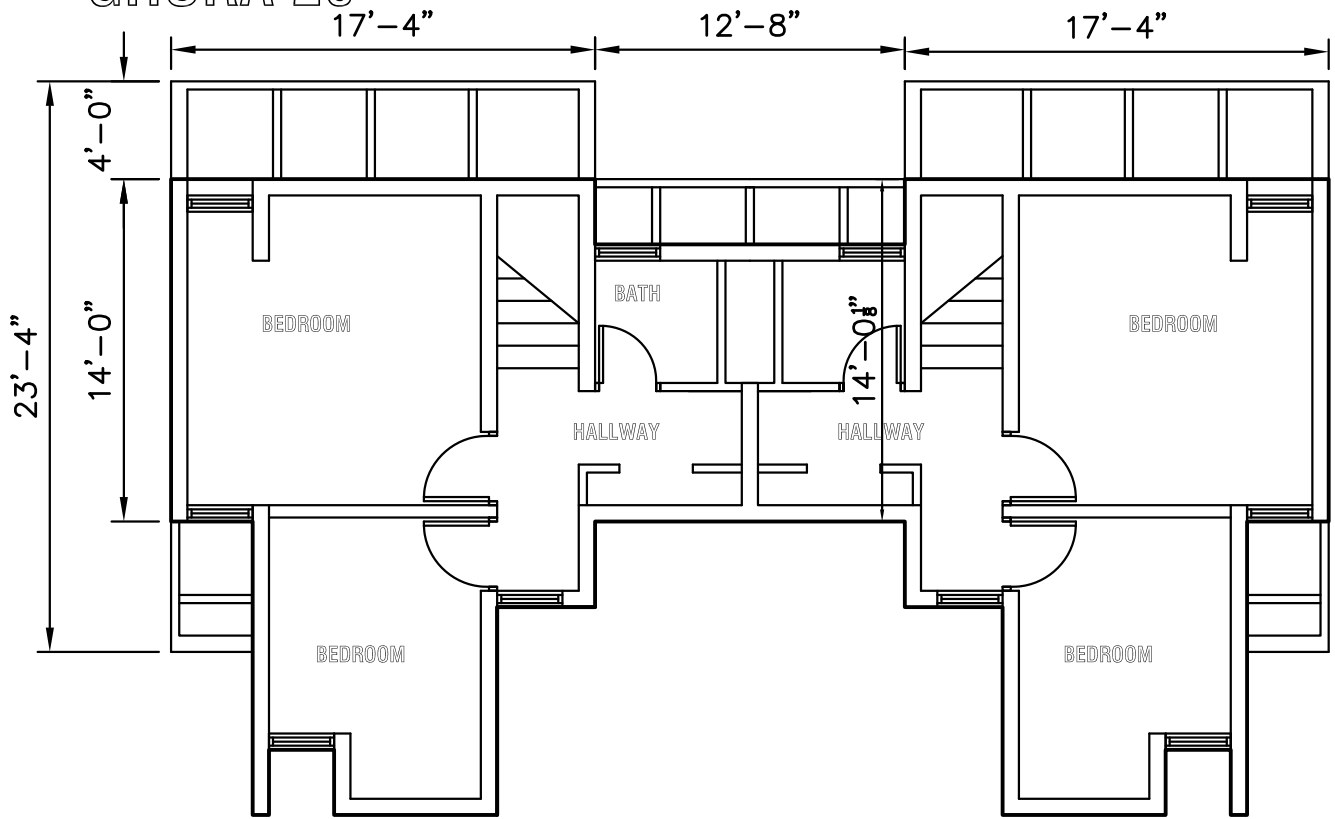
### LEGEND:

- INDICATES TWO (2) BEDROOM UNIT
- INDICATES THREE (3) BEDROOM UNIT
- INDICATES FOUR (4) BEDROOM UNIT



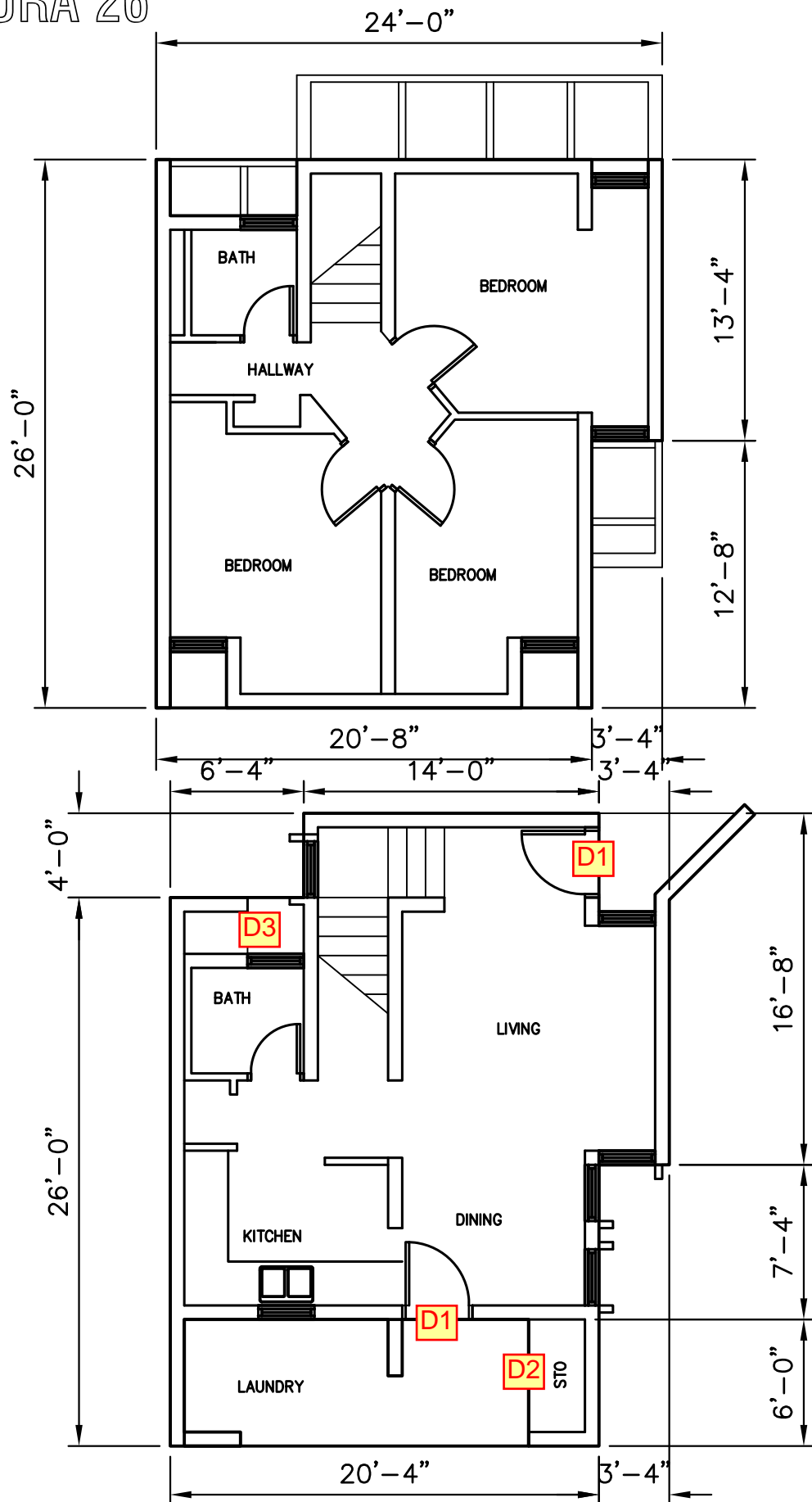
GHURA 26 - ASAN SITE PLAN  
SCALE: NTS

# GHURA 26



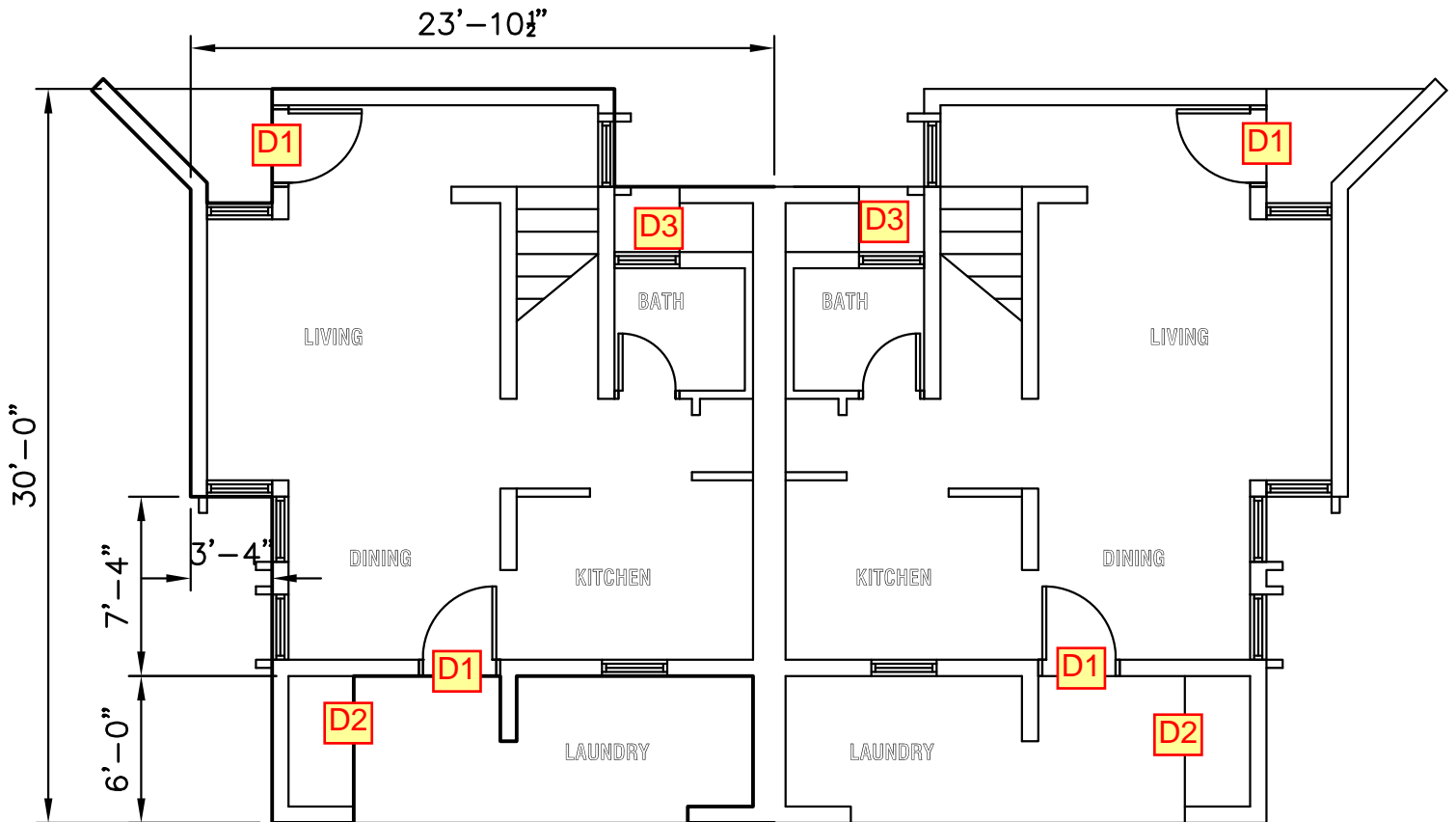
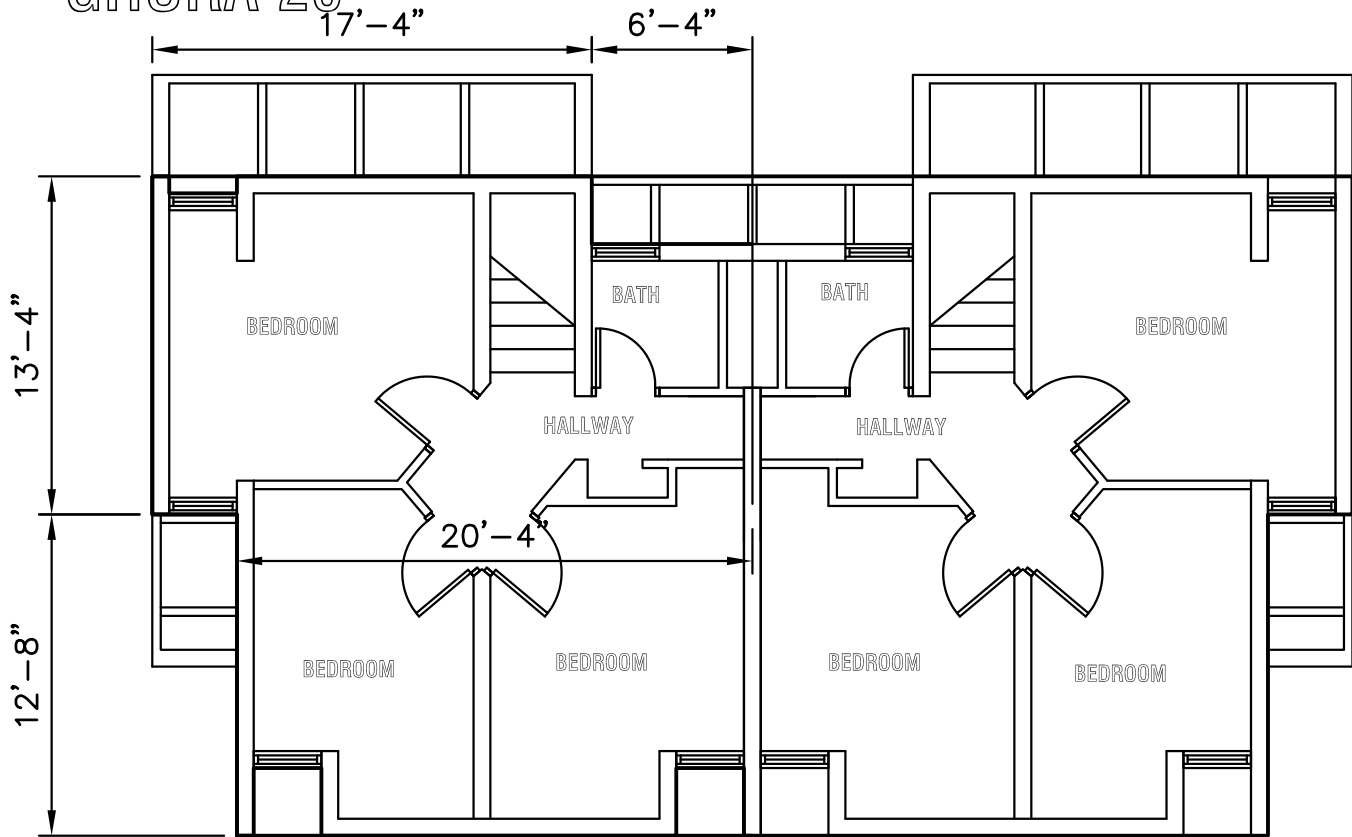
## 2-BEDROOM DUPLEX (2 STOREY)

SCALE 1/8" = 1'-0"



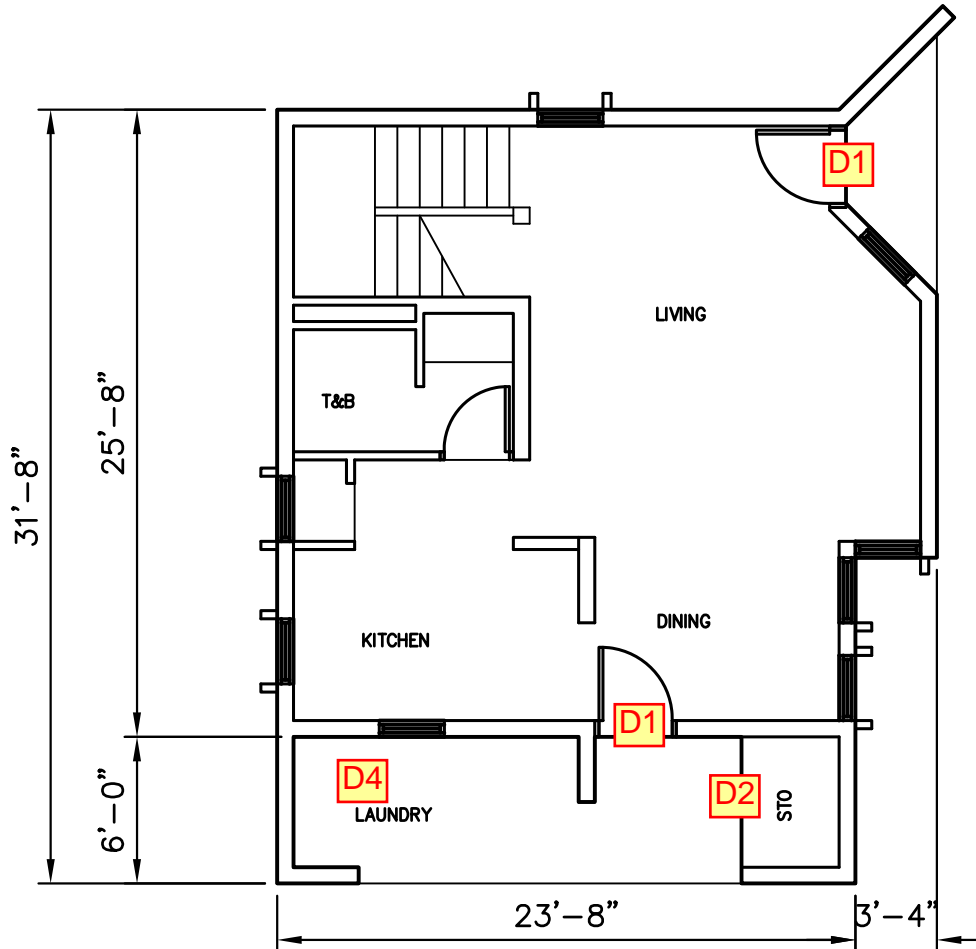
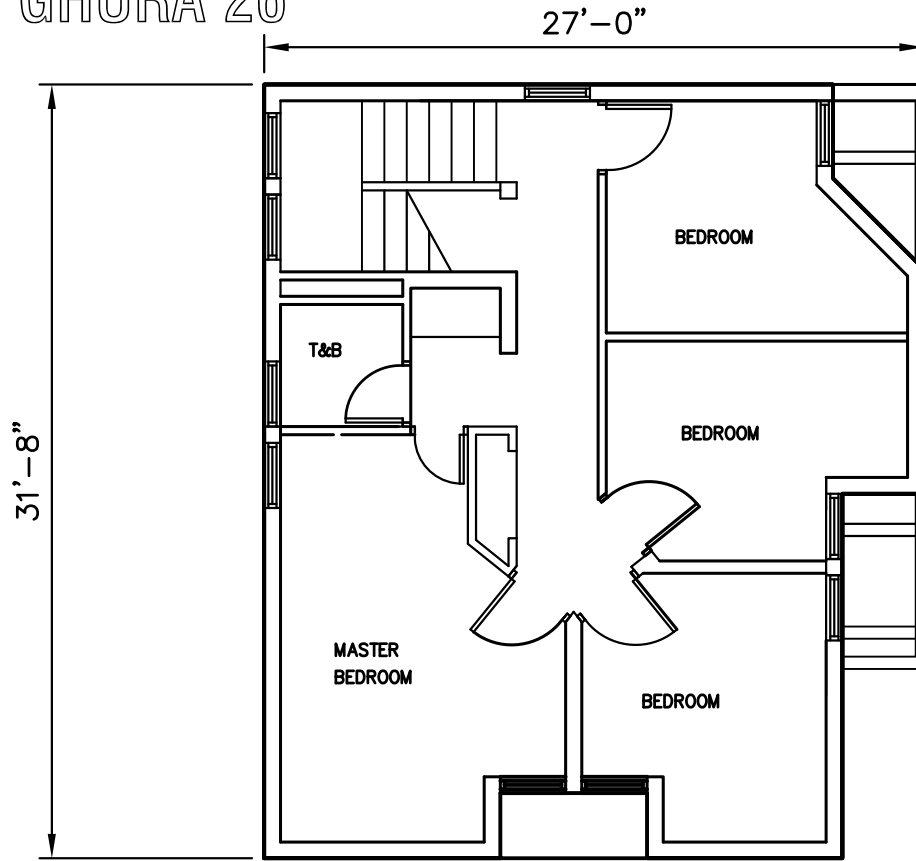
3-BEDROOM

DETACHED



### 3-BEDROOM DUPLEX (2 STOREY)

SCALE 1/8" = 1'-0"



# 4-BEDROOM DETACHED

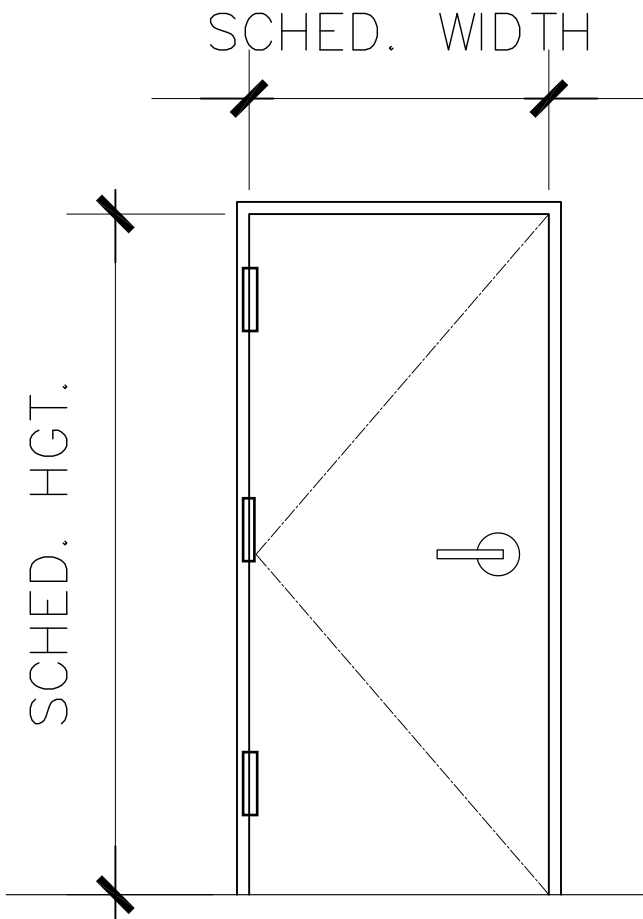
SCALE 1/8" = 1'-0"



Ghura-26, Door Schedule						
Unit Bedroom sizes	Number of Units	Door Type	Numbers of doors per Unit	Numbers of doors per bedroom size	Remarks	
2-bedroom	5	D1 - 36"Wx80"H	2 ea.	12	New aluminum door with security screen panel and frames. Work to include new door threshold. 2ea. per unit. (entry & exit doors)	
		D2 - 36"Wx80"H	1 ea.	6	New aluminum door & frames. Reinforced 4"thk. CMU wall infill W/ #3@8 Vert. bars & #3@16" Hor. Bars, Plaster & paint finish required. (ext. storage)	
		D3 - 20"Wx79"H	1 ea.	6	New Aluminum door & frames. (Water Heater door)	
3-bedroom	14	D1 - 36"Wx80"H	2 ea.	32	New aluminum door with security screen panel and frames. Work to include new door threshold. 2ea. per unit. (entry & exit doors)	
		D2 - 36"Wx80"H	1 ea.	16	New aluminum door & frames. Reinforced 4"thk. CMU wall infill W/ #3@8 Vert. bars & #3@16" Hor. Bars, Plaster & paint finish required. (ext. storage)	
		D3 - 20"Wx79"H	1 ea.	16	New Aluminum door & frames. (Water Heater door)	
4-bedroom	4	D1 - 36"Wx80"H	2 ea.	8	New aluminum door with security screen panel and frames. Work to include new door threshold. 2ea. per unit. (entry & exit doors)	
		D2 - 36"Wx80"H	1 ea.	4	New aluminum door & frames. Reinforced 4"thk. CMU wall infill W/ #3@8 Vert. bars & #3@16" Hor. Bars, Plaster & paint finish required. (ext. storage)	
		D4 - 30"Wx80"H	1 ea.	4	New Aluminum door & frames. (Water Heater door)	

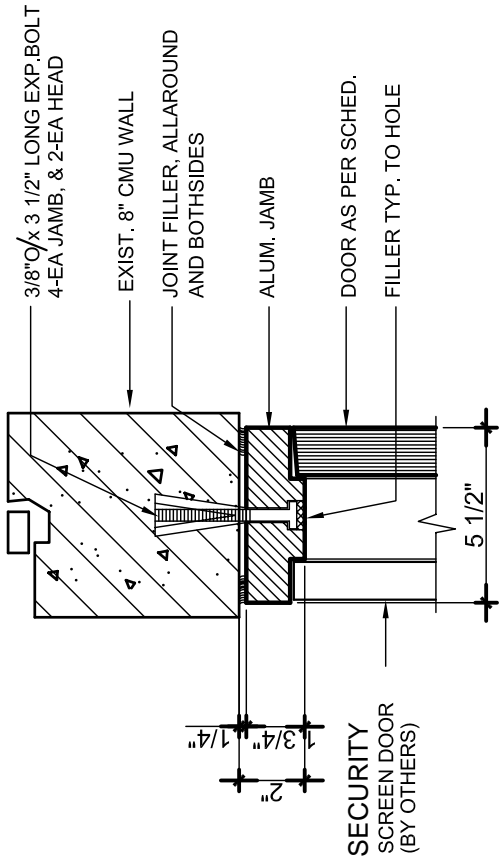
**note:**

- 1 ALL ALUMINUM DOORS SHALL BE INSTALLED PROPERLY AND SECURED .
- 2 EXISTING WALL DAMAGED DURING NEW DOOR INSTALLATION, CONTRACTOR TO REPAIR & PAINT.
- 3 NEW ALUMINUM DOORS SWING TO MATCH EXISTING, CONTRATOR TO FIELD VERIFY ALL EXISTING DOOR DIMENSIONS AND SWING.



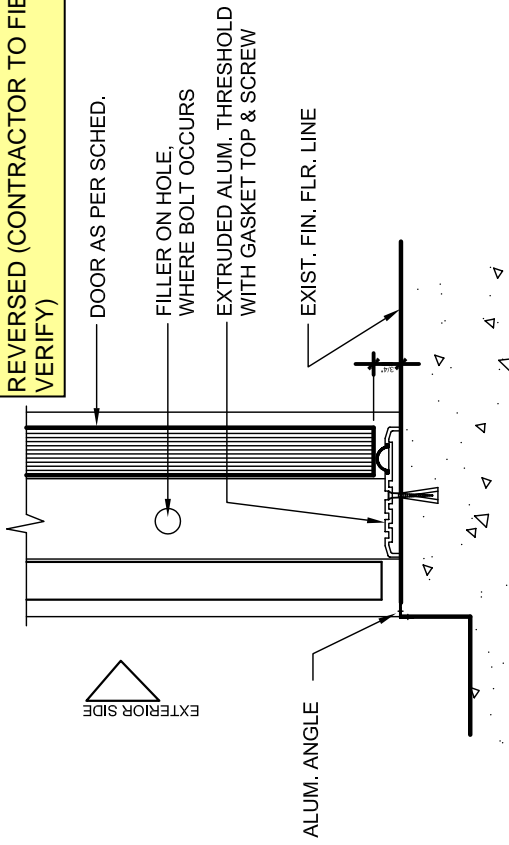
TYPE A  
ENTRY, REAR &  
STORAGE DOOR

NOTES:  
STORAGE DOOR  
THRESHOLD NOT REQUIRED.

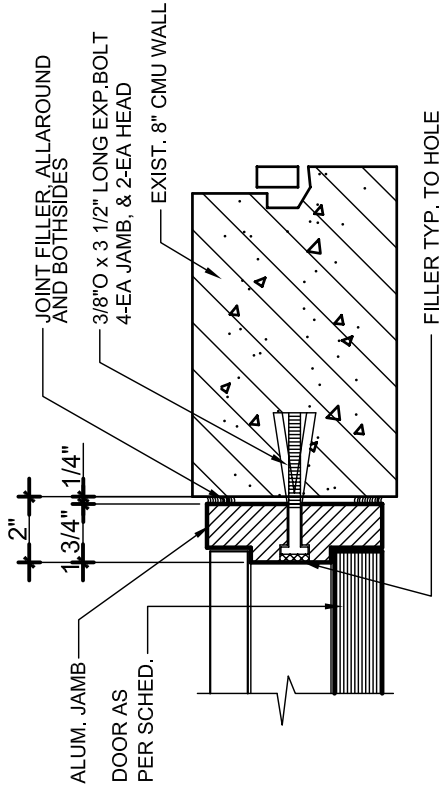


**3 HEAD DET. TYP.**  
SCALE: NTS

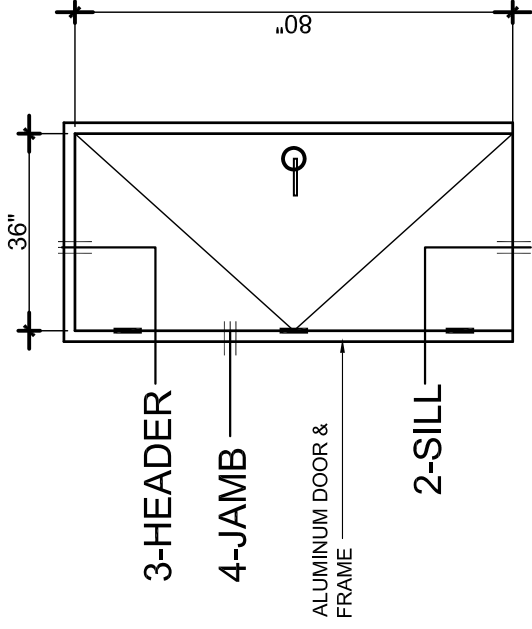
**NOTE:**  
VARIOUS UNITS DOOR DETAIL  
REVERSED (CONTRACTOR TO FIELD  
VERIFY)



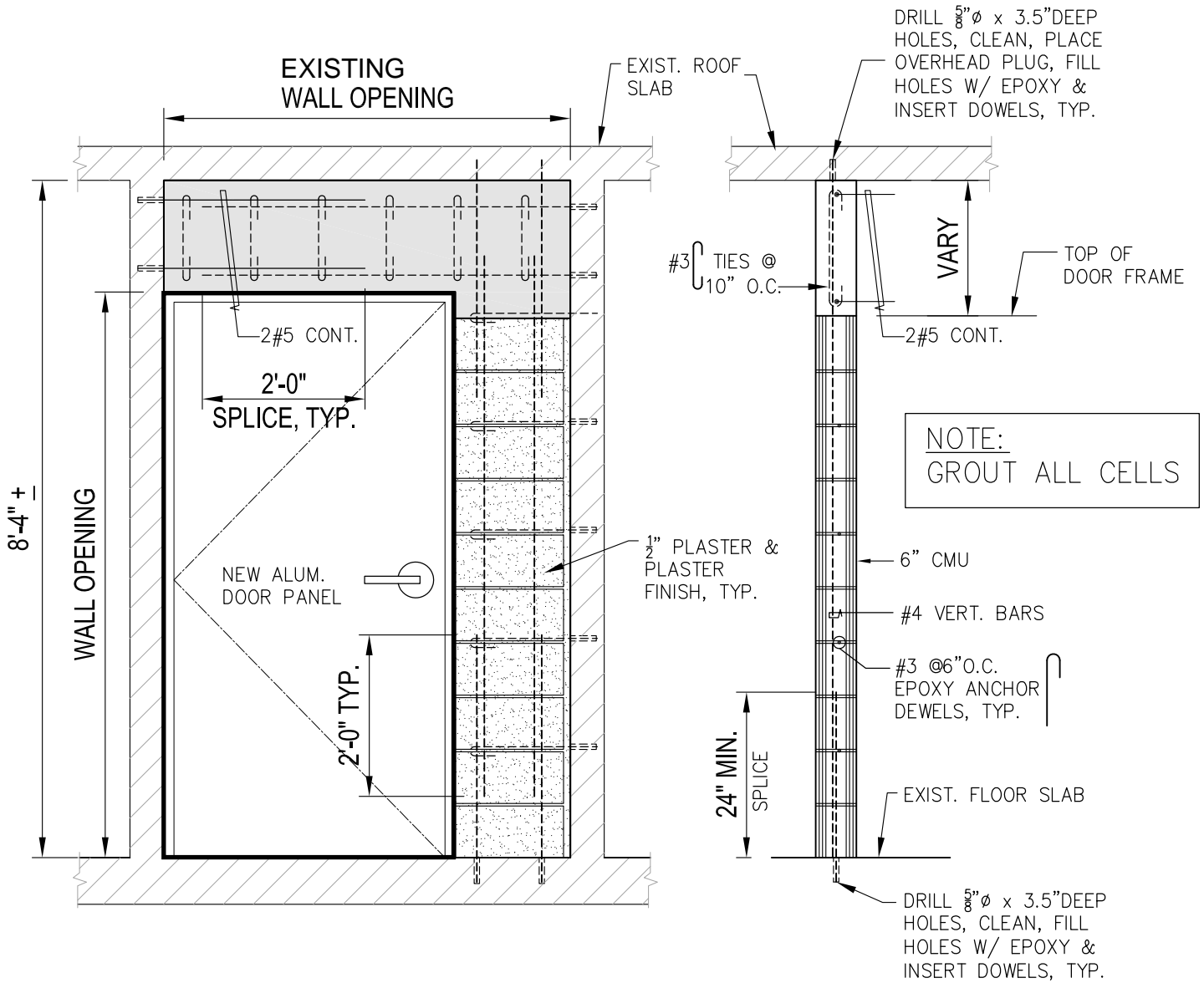
**2 SILL DET. TYP.**  
SCALE: NTS



**4 JAMB DET. TYP.**  
SCALE: NTS



**1 TYPICAL DOOR ELEVATION**  
SCALE: NTS



ELEVATION

SECTION

NEW DOOR ELEVATION @ STORAGE

NOT TO SCALE

# SPECIFICATIONS

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SECTION 09900 - PAINTING

## SECTION 02070 - MINOR DEMOLITION

### PART 1 - GENERAL

#### RELATED DOCUMENTS

Drawings and general provision of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to the work of this sections.

#### DESCRIPTION OF WORK

The extent of building structures, parking area, and utility lines demolition is shown on drawings.

#### SUBMITTALS

Schedule: Submit proposed methods of operations of building demolition to Architect for review prior to start of work. Include in schedule coordination for shut-off, capping and continuation of utility services as required.

Provide a detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

#### JOB CONDITIONS

Condition of Structures: Owner assumes no responsibility for actual condition of structures to be demolished.

Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of demolition work.

Partial Removal: Items of salvable value to Owner (verify) or Contractor may be removed from structure as work progresses. Salvaged items must be transported from site as they are removed.

Storage or sale of removed items on site will not be permitted.

Explosives: Use of explosives will not be permitted.

Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

Protection: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

Damages: Promptly repair damages caused to adjacent facilities by demolition operations at not cost to Owner.

Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

Owner will shut-off utilities serving structures. Disconnecting and sealing indicated utilities before starting demolition operations is part of this work.

PART 2 - PRODUCTS - Not applicable.

### PART 3 - EXECUTION

#### DEMOLITION

Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

Do not use water when it may create hazardous or objectionable conditions such as flooding and pollution.

Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by Architect or governing authorities. Return adjacent areas to condition existing prior to the start of work.

#### Below-Grade Construction:

Demolish and remove below-grade construction and concrete slabs on grade.

#### DISPOSAL OF DEMOLISHED MATERIALS

General: Remove from site debris, rubbish and other materials resulting from demolition operations.

Verify with Civil Engineer types of materials that may remain on site for fill material.

Burning of removed materials from demolished structures will not be permitted on site.

Removal: Transport materials removed from demolished structures and dispose of off site.

END OF SECTION 02070

## SECTION 02072 – MINOR DEMOLITION FOR REMODELING

### PART 1 – GENERAL

#### RELATED DOCUMENTS

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

#### WORK INCLUDED

Remove designated partitions and components, doors and frames.

Remove designated finishes and specialty items.

Construct and maintain temporary partitions to allow occupancy of adjacent building.

Disposal of material at an off-site disposal area.

#### SUBMITTALS

Submit the demolition and removal plan, procedures and schedule.

#### REQUIREMENTS

Conform to Environmental Protection Section and applicable codes for demolition and disposal. Obtain required permits and notify utility companies as required.

Conform to applicable regulatory procedures when discovering hazardous, toxic or contaminated materials.

Conduct demolition to minimize interference with adjacent structures and occupancies. Cease operations immediately if adjacent structures appear to be in danger and take appropriate corrective measure to ensure safety of adjacent structures and occupancies.

Take appropriate means to prevent dust from becoming a nuisance to guests and employees of the adjacent buildings and uses. Use of water shall not result in hazardous or objectionable conditions such as flooding or contaminated runoff.

#### EXISTING CONDITIONS

Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.

Restore adjacent surfaces, equipment and fixtures to condition prior to construction, with same type material, size, and finish as the existing.

Provide, erect, and maintain temporary shoring, dust barriers, security and protection barriers.

#### PRE-INSTALLATION MEETING

Prior to commencing work, meet with Architect and concerned trades on site to review work under this section.

Operator shall attend and shall indicate any materials for salvage and turnover to the Operator.



## PART 2 – PRODUCTS

Except where noted or specified otherwise, maintain possession of materials and equipment being demolished and not intended for reuse or return. Make legal disposition if materials are not to be salvaged.

Carefully remove, store and protect for reinstallation, materials and equipment designated on the Drawings as “remove, reinstall or relocate”.

Carefully remove materials and equipment by the owner or operator to be salvaged in their behalf. Deliver and store where directed.

## PART 3 – EXECUTION

### PREPARATION

Protect existing amenities to remain in place, to be reused, or to remain the property of the Owner, by temporary covers, shoring, bracing, and/or supports. Repair items damaged during performance of the Work or replace with new.

Maintain access to adjacent existing building to ensure uninterrupted operations during demolition work.

Ensure minimum interference with sidewalks and adjacent facilities. Do not close or obstruct sidewalks without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways.

Warning Signs: Provide warning signs, lanterns, and lighting for vehicular, public, and personnel protection. Maintain warning signs during the period of Work as required by applicable safety ordinances.

If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Architect in written, accurate detail. Upon receipt of directive from Architect, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

Erect and maintain weatherproof closures for exterior openings.

Erect and maintain temporary partitions or barriers to prevent spread of dust, fumes, noise and smoke to occupied areas.

Disconnect, remove, and cap designated utility services within demolition areas. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents.

Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to operator if shutdown of service is necessary during changeover.

### EXECUTION

Where wall, ceiling, doors and frame replacement is indicated in the drawings, remove only that portion of the existing system specified for replacement. Protect adjoining elements of the ceiling or wall system. Repair any damage to adjacent building systems.

Demolish in an orderly and careful manner. Protect existing foundation and supporting structural members to remain.

Where indicated, remove foundation walls and footing to a minimum of two feet below finished grade. Remove concrete slabs on grade. Backfill, rough grade and compact areas affected by demolition.

Remove materials to be re-installed or retained in manner to prevent damage. Store and protect until reinstalled.

Remove demolished materials from site as work progresses. Do not burn or bury materials on site. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered. Upon completion of work, leave areas of work in clean condition.

If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure of environmental pollution.

#### CLEAN-UP AND REPAIR

Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repairs adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02072

## SECTION 03200 - CONCRETE REINFORCEMENT

### PART 1 - GENERAL

#### DESCRIPTION

##### Related Work Specified Elsewhere:

Concrete Formwork - Section 03100.

##### Work Furnished But Not Installed:

Furnish reinforcing steel for masonry work.

#### QUALITY ASSURANCE

##### Standards: Comply with requirements of the following standards, except as herein modified:

American Welding Society, AWS D12.1 "Recommended Practices for Welding Reinforcing Steel, Metal Inserts and Connections in Reinforced Concrete Construction".

Concrete Reinforcing Steel Institute (CRSI), ACI 315 "Manual of Standard Practice".

American Concrete Institute, ACI 318 "Building Code Requirements for Reinforced Concrete".

##### Requirements of Regulatory Agencies: Comply with requirements of the Uniform Building Code (UBC).

##### Welders Qualification: Per UBC Standard 27-6-1979.

##### Testing: Testing laboratory, tests costs and test reports in conformance with Section "Quality Control Services".

Identified Stock: One tensile and one bend test for each ten tons or fraction thereof for each size of stock identified as to heat number, provided mill analysis accompanies report.

Unidentified Stock: One tensile and one bend test for each two-and-one-half tons of unidentified stock.

#### SUBMITTALS

Comply with pertinent provisions of Section 01340.

Product Data: Submit manufacturer's product data, specifications, and installation instructions for proprietary materials and reinforcement accessories.

Shop Drawings: Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with the ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures". Show bar schedules, stirrup spacing, diagrams of bent bars, arrangements and assemblies, as required for the fabrication and placement of concrete reinforcement.

## DELIVERY, STORAGE, AND HANDLING

Deliver reinforcement at project site in bundles marked with metal tags indicating bar size and length.

Handle and store materials to prevent contamination. Store reinforcing bars and accessories above surface of ground upon platforms, skids, or other supports.

Deliver and store welding electrodes in accord with AWS D12.1.

## PART 2 - PRODUCTS

### REINFORCING MATERIALS

Reinforcing Bars: ASTM A615, deformed, grade 40 billet steel bars; uncoated finish.

Welded Wire Fabric: ASTM A185, in flat sheets; coiled rolls; galvanized finish.

Welded Reinforcing Bars: Welding of reinforcing bars will not be allowed except where specifically shown on the drawings. For reinforcing bars which are to be welded, conform with "Reinforcing Steel Welding Code", AWS D1.4-79. Use bars conforming to "Standard Specification for Low Alloy Steel Deformed Bars for Concrete Reinforcement" ASTM A706.

### ACCESSORIES

Supports For Reinforcement: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.

Use plastic supports and spacers unless otherwise indicated. Do not use wood, brick, and other unacceptable materials.

Use stainless steel or plastic coated supports to prevent surface staining where supports are in contact with an exposed concrete surface.

Over earth and vapor barrier, use precast concrete block bar supports.

For slabs on grade, use supports with sand plates or horizontal runners where base materials will not support chair legs.

Tie Wire: Black annealed wire, 16 gauge or heavier.

Accessories: Provide galvanized, stainless steel or plastic coated accessories when any part of accessory is placed within 3/4-inch of exposed concrete surface.

Mechanical Reinforcing Bar Connectors: ACI 301. Provide 125 percent minimum yield strength of the reinforcing bar.

## FABRICATION

Fabricate to required shapes and dimensions, complying with CRSI "Manual of Standard Practice". Furnish in the longest lengths practical and splice in accordance with ACI 318 except as noted

otherwise in drawings. Make all splices at points of minimum stress. Show all splices on shop drawings.

### PART 3 - EXECUTION

#### INSPECTION

Inspect the conditions under which concrete reinforcement is to be placed. Do not proceed with the work until satisfactory conditions have been corrected.

#### PREPARATION

Clean reinforcement to remove loose rust and mill scale, earth, paint, oil, and other materials which reduce or destroy bond with concrete.

Do not bend or straighten in a manner injurious to material. Do not use bars with kinks or bends not shown on plans.

#### POSITIONING

General: Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement and supports, and as herein specified.

Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by chairs, runners, bolsters, spacers and hangers, as required.

Place reinforcement to obtain the minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports together with tie wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.

For columns and beams, provide clearance between parallel bars and between bars and forms of not less than 2 times the nominal diameter, but in no case shall the clear distance be less than 2-inches nor less than 2 times the maximum size aggregate.

Do not disturb or damage vapor barrier while placing concrete reinforcing. If damage does occur, repair areas before placing concrete.

Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with 16 gauge wire. Do not make end laps midway between supporting beams, or directly over beams of continuous structures. Offset end laps in adjacent widths to prevent continuous laps. Extend fabric to within one inch of edge at slabs on grade. Cut mesh at full depth control joints.

Masonry Work: Place dowels in concrete for start of masonry work.

#### SPLICES

Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying. Minimum lap of spliced bars shall be as indicated.

Wherever possible, provide minimum 2-inch clearance between sets of splices. Stagger splices in horizontal bars so that adjacent splices will be 4'-0" apart, unless noted otherwise. Use mechanical connectors for column bars, size #10 or larger.

Welding: Perform in accordance with AWS D12.1.

#### FIELD QUALITY CONTROL

Inspection and Test of Welds: Any of the following tests may be made by the Owner's testing laboratory for reinforcing bar welds:

Certification of welders engaged in electrical-arc welding of reinforcing.

Verification of accurate location of reinforcing.

Inspection of reinforcing bar welds.

X-ray test of one of the first three arc welds made by each welder.

Tensile tests of sample welds of the largest size bar for each type of welding.

Deficient welds will require the Contractor to provide and pay for additional X-rays and tests as directed by the Architect. Repair or replace defective welds to the satisfaction of the Architect.

END OF SECTION 03200

SECTION 03302 – CAST-IN-PLACE CONCRETE (MINOR CONSTRUCTION)

PART 1 – GENERAL

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN CONCRETE INSTITUTE (ACI)

ACI 301	1989 Structural Concrete for Buildings
ACI 304R	1989 Measuring, Mixing, Transporting, and Placing Concrete
ACI 605R	1991 Hot Weather Concreting

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 185	1990 (Rev. A) Steel Welded Wires Fabric, Plain, for Concrete Reinforcement
ASTM A 497	1990 (Rev. B) Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
ASTM A 615	1990 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 617/A 617 M	1990 Axle-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM C 33	1990 Concrete Aggregates
ASTM C 94	1990 Ready-Mixed Concrete
ASTM C 143	1990 (Rev. A) Slump of Hydraulic Cement Concrete
ASTM C 150	1989 Portland Cement
ASTM C 171	1991 Sheet Materials for Curing Concrete
ASTM C 172	1990 Sampling Freshly Mixed Concrete
ASTM C 173	1978 Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 231	1991 Air Content for Freshly Mixed Concrete by the Pressure Method
ASTM C 260	1986 Air-Entraining Admixtures for Concrete
ASTM C 309	1991 Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C 494	1990 Chemical Admixture for Concrete
ASTM C 920	1987 Elastomeric Joint Sealants
ASTM C 1107	1991 Packaged Dry, Hydraulic-Cement Grout (non-shrink)
ASTM D 1190	1974(R1980) Concrete Joint Sealer, Hot-Poured Elastic Type.
ASTM D 1751	1983 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	1984 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D 1850	1974(R 1979) Concrete Joint Sealer, Cold-Application Type
ASTM D 4397	1984 (R 1989) Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications.

#### CORPS OF ENGINEERS (COE)

COE CRD-C-572	1974 Polyvinylchloride Waterstop
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#### JAPANESE INDUSTRIAL STANDARD

JIS R 5210	Ordinary Portland Cement
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#### SUBMITTALS

Submit the following in accordance with Section 01300, "Submittals."

#### SD-13, Certificates:

Cement  
 Aggregates  
 Admixtures  
 Reinforcement  
 Expansion-Joint Filler  
 Joint Sealant

#### MODIFICATION OF REFERENCES

Accomplish work in accordance with ACI publications, except as modified by this section. Consider the advisory or recommended provisions to be mandatory, as though the word "shall" have been substituted for the words "should" or "could" or "may" wherever they appear. Interpret reference to the "Building Officials," the "Structural Engineer," and the "Architect/Engineer" to mean the Contracting Officer.

#### DELIVERY, STORAGE, AND HANDLING

Do not deliver concrete until ready for concrete placement. Store concrete aggregates to prevent contamination or segregation. Store reinforcement of different sizes and shapes in separate piles or



racks raised above the ground to avoid excessive rusting. Protect from contaminants such as grease, oil, and dirt. Provide for accurate identification after bundles are broken and tags removed.

## PART 2 – PRODUCTS

### CONCRETE

Contractor Mix Design: ACI 301, except as modified herein. Unless indicated otherwise, concrete shall have a 28-day compressive strength as indicated in Drawings. Slump shall be between 2 and 4 inches in accordance with ASTM C 143. Provide ASTM C 33 aggregate Size No. 57 or 67.

Ready-Mixed Concrete: ASTM C 94, except as modified herein. Ready-mixed concrete is defined in this specification as concrete produced regularly by a commercial establishment and delivered to the purchaser in the plastic state.

### MATERIALS

Cement: ASTM C 150, Type I or II or JIS R 5210 ordinary Portland cement for exposed concrete, use one manufacturer for each type of cement.

Water: Water shall be potable.

Aggregates: ASTM C 33. Obtain aggregates for exposed concrete surfaces from one source. Aggregates shall not contain any substance, which may be deleteriously reactive with the alkalies in the cement.

Admixtures: ASTM C 260 for air-entrained concrete. ASTM C 494 for water reducing (Type A, D, or E), accelerating (Type C), and retarding (Type B or D), to be used only when approved.

#### Reinforcement:

Reinforcing Bars- ASTM A 615 and ASTM A 617/A617 M, Grade 40.

Welded Wire Fabric: ASTM A 497 or ASTM A 185, 6by 6, W1.4 by W1.4, unless otherwise indicated.

#### Materials for Curing Concrete:

Impervious Sheeting: ASTM C 171; waterproof paper, clear or white polyethylene sheeting, or polyethylene-coated burlap.

Liquid Chemical Sealer-Hardener Compound: Compound shall be magnesium flousilicate which when mixed with water seals and hardens the surface of the concrete. Do not use on exterior slabs exposed to freezing conditions. Compound shall not reduce the adhesion of resilient flooring, tile, paint, roofing, waterproofing, or other material applied to concrete.

Expansion-Joint Filler: ASTM D 1751 or ASTM D 1752, ½-inch thick, unless otherwise indicated.

#### Joint Sealant:

Horizontal Surfaces (3 percent slope, maximum): Oil, gasoline and grease resistant polychloroprene or polyurethane or polyurethane suitable for traffic areas.

Vertical Surfaces (greater than 3 percent slope): ASTM C 920, Type M, Grade NS, Class 25.

Vapor Barrier: ASTM D 4397 polyethylene sheeting, minimum 6 mil thickness.

Non-shrink Grout: ASTM C 1107.

### PART 3 – EXECUTION

#### FORMS

ACI 301: Set forms true to line and grade and make mortar-tight. Chamfer above grade exposed joints, edges, and external corners of concrete  $\frac{3}{4}$  inch, unless otherwise indicated. Before concrete placement, coat the contact surfaces of forms with a nonstaining form coating compound. Do not use mineral oil on formed surfaces to be painted. Prevent concrete damage during form removal. Concrete for footings may be placed in excavations without forms upon inspection and approval by the Contracting Officer. Excavation width shall be a minimum of 4 inches greater than finished dimensions indicated.

#### PLACING REINFORCEMENT AND MISCELLANEOUS MATERIALS

ACI 301: Provide bars, wire fabric, and other reinforcing materials, including wire ties, supports, and other devices necessary to install and secure the reinforcement.

Cover and Splicing: ACI 301, unless otherwise indicated.

Setting Miscellaneous Material: Place and secure anchors and bolts, pipe sleeves, conduits, and other such items in position before concrete placement. Plumb anchor bolts and check location and elevation. Temporarily fill voids in sleeves with readily removable material to prevent the entry of concrete.

Vapor Barrier: Provide beneath the on-grade concrete floor slab. Lap 12 inches minimum. Remove torn, punctured, or damaged vapor barrier material and provide with new material prior to placing concrete. Place concrete to prevent damage to the vapor barrier material.

Construction Joints: ACI 301. Continue reinforcement across joints, unless otherwise indicated

Contraction Joints: Provide contraction joints, either formed or saw cut or cut with a jointing tool to the indicated depth after the surface has been finished. Sawed joints shall be completed within 4 to 12 hours after concrete placement. Protect joints from intrusion of foreign matter.

#### MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE

ACI 304R, except as modified herein. ASTM C 94; machine mix concrete and provide mandatory batch ticket information for each load of ready mix concrete. Begin mixing within 30 minute after the cement has been added to the aggregates. Place concrete within 90 minutes of either addition of mixing water to cement and aggregates or addition of cement to aggregates if the air temperature is greater than 85 degrees F. Reduce mixing time to 60 minutes if the air temperature is greater than 85 degrees F. Additional water may be added, provided that both the specified maximum slump and water-cement ratio are not exceeded. Do not place concrete when weather conditions prevent proper placement and consolidation; in uncovered areas during period of precipitation; or in standing water. Prior to placing concrete, remove dirt, construction debris, and water from within the forms. Consolidate concrete slabs greater than 4 inches depth with high

frequency, internal, mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches or less in depth by tamping, spading, and settling with a heavy leveling straight edge.

Hot Weather: ACI 305R. Concrete temperature from initial mixing through final cure shall not exceed 90 degrees F. Cool ingredients before mixing, or substitute chip ice for part of required mixing water or use other suitable means to control concrete temperature to prevent rapid drying of newly placed concrete. Shade the fresh concrete and start curing as soon as the surface of the fresh concrete is sufficiently hard to permit curing without damage.

## SURFACE FINISHES

ACI 301 for repair and finish, unless otherwise specified. Slope floors uniformly to drains where drains are provided. After troweling is completed, apply a liquid chemical sealer-hardener to interior slabs that do not receive floor covering.

Defects: Repair formed surfaces by removing minor honeycombs, pits greater than 1 square inch surface area or 0.25 inch maximum depth, or otherwise defective areas. Provide edges perpendicular to the surface and patch with non-shrink grout. Patch tie holes and defects when the forms are removed. Concrete with extensive honeycomb (including exposed steel reinforcement, cold joints, entrapped debris, separated aggregate, or other defects) which affect the serviceability or structural strength will be rejected, unless correction of defects is approved. Obtain approval of corrective action prior to repair. The surface of the concrete shall not vary more than the allowable tolerances of ACI 301. Exposed surfaces shall be uniform in appearance and finished to a smooth form finish, unless otherwise specified.

Floated Finish: Place, consolidate, and immediately strike off concrete to obtain proper contour, grade, and elevation before bleed water appears. Permit concrete to attain a set sufficient for floating and supporting the weight of the finisher and equipment. If bleed water is present prior to floating the surface, drag the excess water off or remove by absorption with porous materials. Do not use dry cement to absorb bleed water. Surface shall be level to within ¼ inch in 10 feet where floor drains are not provided.

Steel Troweled Finish: First, provide a floated finish. When slab has attained a proper set, trowel to smooth, hard, dense finish. Finished surfaces shall be free of trowel marks, uniform in texture, flat within 0.01 foot (approximately 1/8 inch) in 10 feet. Hand-finish portions of the slab not accessible to power finishing equipment (e.g., edges, corners) to match the remainder of the slab. Power trowel once and finally hand trowel where a finished floor covering (e.g., tile, carpets) is specified. Power trowel twice and finally hand trowel for exposed concrete floors.

Broomed Finished: Provide for exterior walks, platforms, patios, and ramps, unless otherwise indicated. Provide a floated finish, then finish with a flexible bristle broom. Permit surface to harden sufficiently to retain the scoring or ridges. Broom transverse to traffic or a right angle to the slope of the slab.

## CURING AND PROTECTION

ACI 301. Protect concrete from injurious action by sun, rain, wind, flowing water, mechanical injury, tire marks, and oil stains. Do not allow concrete to dry out from time of placement until the expiration of the curing period. Forms may be removed 48 hours after concrete placement.

Moist Curing: Provide for the removal of water without erosion or damage to the structure.

Ponding or Immersion: Continually immerse the concrete throughout the curing period. Water temperature shall not be more than 20 degrees F than the temperature of the concrete. For temperature between 40 and 50 less degrees F, increase the curing period by 50 percent.

Fog Spraying or Sprinkling: Provide uniform and continuous application of water throughout the curing period. For temperatures between 40 and 50 degrees F, increase the curing period by 50 percent.

Previous Sheeting: Cover the entire surface of the concrete with two thickness of wet sheeting. Mats shall be at least as long as the width of the surface to be cured. During application, do not drag the mats over the finished concrete or over mats already placed. Completely cover surface and edges of the concrete, with a 6-inch overlap over adjacent mats. Wet mats thoroughly and keep continuously wet throughout the curing period.

Impervious-Sheeting Curing: Wet the entire exposed surface thoroughly with a fine spray of water and cover with impervious sheeting throughout the curing period. Lay sheeting directly on the concrete surface and overlap edges 12 inches minimum. Provide sheeting not less than 18 inches wider than the concrete surface to be cured. Secure edges and transverse laps to form closed joints. Repair torn or damaged sheeting or provide new sheeting.

Liquid Membrane-Forming Compound Curing: Seal or cover joint openings prior to application of curing compound. Prevent curing compound from entering the joint. Provide and maintain compound on the concrete surface throughout the curing period. Provide a continuously wetted, permeable cover as specified in paragraph entitled, "Hot Weather."

Application: Unless the manufacturer recommends otherwise, apply compound immediately after the surface loses its water sheen and has a dull appearance, and before joints are sawed. Mechanically agitate curing compound thoroughly during use. Use approved power-spraying equipment to uniformly apply two coats of compound in a continuous operation. The total coverage for the two coats shall be 200 square feet maximum per gallon of undiluted compounds, unless otherwise recommended by the manufacturer's written instructions. The compound shall form a uniform, continuous, coherent film that will not check, crack, or peel. Immediately apply an additional coat of compound to areas where the film is defective. Respray concrete surfaces subjected to rainfall within 3 hours after the curing compound application.

Protection of Treated Surfaces: Prohibit foot and vehicular traffic and other surfaces of abrasion for not less than 72 hours after compound application. Maintain continuity of the coating for the entire curing period and immediately repair any damage.

Liquid Chemical Sealer-Hardener Curing: Provide for interior floors that do not receive a floor covering, or in lieu of liquid membrane-forming compound curing for other surfaces. Apply sealer-hardener in accordance with manufacturer's recommendations. Seal or cover joints and openings in which joint sealant is to be applied, as required by the joint sealant manufacturer.

Curing Period: Allow 7 days.

## SAMPLING AND TESTING

Sampling: ASTM C 172. Collect samples of fresh concrete to perform tests specified.

Testing:

Slump Test: ASTM C 143. Take samples during concrete placement. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cement ratio is not exceeded. Perform tests at commencement of concrete placement and for each batch (minimum) or every 10 cubic yards (maximum) concrete.

Comprehensive Strength Tests: ASTM C 39. Make five test cylinders for each set of tests in accordance with ASTM C 31. Precaution shall be taken to prevent evaporation and loss of water from the specimen. Test two cylinders at 7 days, two cylinders at 28 days, and hold one cylinder in reserve. Samples for strength tests of each mix design of concrete placed each day shall be taken not less than once a day, nor less than once for each 100 cubic yards of concrete, nor less than once for each 5000 square feet of surface area for slabs or walls. For the entire project, take no less than five sets of samples and perform strength tests for each mix design of concrete placed. Each strength test result shall be the average of two cylinders from the same concrete sample tested at 28 days. If the average of any three consecutive strength test results is less than  $f'c$  or if any strength test results falls below  $f'c$  by more than 500 psi, take a minimum of the three ASTM C 42 core samples from the in-place work represented by the low test cylinder results and test. Concrete represented by core test shall be considered structurally adequate if the average of three cores is equal to at least 85 percent of  $f'c$  and if no single core is less than 75 percent of  $f'c$ . Locations represented by erratic core strength shall be retested. Remove concrete not meeting strength criteria and provide new acceptable concrete. Repair core holes with non-shrink grout. Match color and finish.

END OF SECTION 03302

## SECTION 03730 - CONCRETE REPAIR USING EPOXY RESIN

### PART 1 - GENERAL

#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 31	1990 (Rev. A) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	1990 Concrete Aggregates
ASTM C 39	1986 Compressive Strength of Cylindrical Concrete Specimens
ASTM C 117	1990 Materials Finer than 75-Micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	1984 (Rev. A) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 144	1989 Aggregate for Masonry Mortar
ASTM C 881	990 Epoxy-Resin-Base Bonding Systems for Concrete

#### DEFINITIONS

Epoxy Resin Binder: A two-component epoxy bonding system in low and medium viscosities used by itself as a primer or for producing epoxy concrete or mortars when mixed with aggregate.

Epoxy Concrete: A combination of epoxy resin binder and fine and coarse aggregate used in the repair of spalling along joints or cracks, small surface spalls or "popouts."

Epoxy Mortar: A combination of epoxy resin binder and fine aggregate used in the surface repair of non-structural cracks and filling of saw kerfs.

Non-Pressure Epoxy Grout: A combination of epoxy resin binder, a mineral filler and a thixotropic agent used in cementing dowels in place and the repair of non-structural cracks.

Pressure Grouting Epoxy: A low viscosity epoxy resin system pumped under pressure into structural cracks in walls or pavements.

#### SUBMITTALS

Submit the following:

SD-05, Design Data

a. Job mix formula

Job Mix Formula: Submit, at least 15 days before work commences, a job-mix formula for each use of epoxy concrete/epoxy mortar. Test reports shall accompany the mix design. Identify the proposed source of the materials and state the proportions of aggregates and epoxy resin. When determining job mix, use samples of materials to be used on the job.

Trial Batches: Perform a minimum of three trial batching in a certified testing laboratory. Try different aggregate-resin proportions to obtain satisfactory placing and finishing characteristics but keep the proportion by weight of aggregate to epoxy resin binder at least five to one. When mixing, add the fine aggregates first, and then the coarse aggregates. The final trial batch should be sufficiently wet so that some fines will "bleed" to the surface during finishing operations.

Supporting Criteria: Include in the submittal the following data for each trial batch:

- (1) Proportions by weight
- (2) Unit weights and specific gravities of constituents
- (3) Batch weights
- (4) Compressive strengths of 3- by 6-inch cylinders, made in accordance with ASTM C 31, air cured for 7 days and tested in accordance with ASTM C 39. Compressive strength shall be a minimum of 5,000 psi.
- (5) Curing time

Instructions

Epoxy repair material

Submit for mixing and applying.

SD-12, Field Test Reports

- a. Sieve analysis test for aggregate
- b. Epoxy resin binder tests
- c. Epoxy grout tests

Epoxy Resin Binder

Include the following:

- a. Viscosity

- b. Consistency
- c. Gel time
- d. Absorption
- e. Shrinkage
- f. Thermal compatibility

#### Epoxy Resin Grout

Include the following:

- a. Epoxy number
- b. Consistency
- c. Compressive single shear strength
- d. Pot life

#### SD-13, Certificates

- a. Epoxy resin binder
- b. Epoxy grout

#### DELIVERY, STORAGE, AND HANDLING

Inspect materials delivered to site for damage, unload and store with a minimum of handling. Deliver epoxy resin components and aggregate materials in original sealed containers and store in dry covered areas at temperatures below 90 degrees F. Remove from job site unused mixed materials which have reached end of working or pot life.

#### WEATHER LIMITATIONS

Halt work when weather conditions detrimentally affect the quality of patching or bonding concrete. Apply epoxy resin materials only when the contact surfaces are completely dry and if the atmospheric and surface temperature ranges are suitable for the specified epoxy material. Follow manufacturer's instructions for weather conditions and temperature ranges.

#### TRAFFIC CONTROL

Do not permit vehicular or heavy equipment traffic on the pavement in the work area during the curing period. At the end of the curing period, light local traffic may be permitted on the pavement if approved by the Contracting Officer.

#### EQUIPMENT

Use a container recommended by the epoxy manufacturer as the mixing vessel. Use a power drive (air or spark-proof) propeller type blade for mixing except that hand mixing may be used for small batches. Use equipment specified by epoxy manufacturer for field mixing of aggregates and epoxy resin.



## PART 2 - PRODUCTS

### MATERIALS

Epoxy: Epoxy Resin Binder for Concrete and Mortar

ASTM C 881, Type III, Grade 2, Class C without mineral filler. For walls and ceilings use ASTM C 881, Type III, Grade 3, Class C with filler.

Non-Pressure Epoxy Grout:

ASTM C 881 Type IV, Grade 3, Class C with or without mineral filler.

Crack Sealer for Pressure Grouting:

ASTM C 881, Type IV, Grade 1, Class C without filler.

Crack Surface Sealer for Pressure Grouting:

ASTM C 881, Type IV, Grade 3, Class C with mineral filler.

Aggregate: For material passing No. 200 sieve provide a non-plastic material composed of a minimum of 75 percent limestone dust, talc or silica inert filler. Provide dry aggregate.

For Epoxy Concrete: ASTM C 33, maximum size 1/2 inch. Conform to the following requirements:

Sieve Designation	Percent Passing by Weight
1/2 in.	100
3/8 in.	93-100
No. 4	70-80
No. 8	50-65
No. 16	37-53
No. 30	20-37
No. 50	10-20
No. 100	5-10
No. 200	3-5

For Epoxy Mortar: ASTM C 144, maximum size No. 8 sieve

## PART 3 - EXECUTION

### PREPARATION

#### Epoxy Concrete

Patch Areas: Remove loose concrete from the spalled areas indicated. Inspect the cavity for remaining defective concrete by tapping with a hammer or steel rod and listening for dull or hollow sounds. In areas where tapping does not produce a solid tone, remove additional concrete until testing produces a solid tone. Make the entire cavity at least one inch deep. Saw cut edges of cavity to avoid feather edging. Prepare surface of cavity by sandblasting, grinding, or water blasting.

Remove dust, dirt, and loosely bonded material resulting from cleaning. Ensure cavity surfaces are dry.

Epoxy Mortar for Cracks and Saw Kerfs: Apply epoxy mortar to newly exposed loose and unsound materials. Prepare surfaces by as recommended by Manufacturer. Remove dust, dirt, and loosely bonded material. Ensure surfaces are dry before application of epoxy mortar.

Epoxy Grout for Cracks: Apply grout to newly exposed concrete free of loose and unsound materials. Prepare surfaces by sandblasting, scarifying or water blasting. Remove dust, dirt, and loosely bonded material resulting from cleaning. Ensure surfaces are dry before application of epoxy grout.

## MIXING MATERIALS

Make batches small enough to ensure placement before binder sets. Mix materials in accordance with manufacturer's recommendations.

## PLACEMENT

Epoxy Concrete: Prime dry cavity surfaces with epoxy resin using a stiff bristle brush. Make coating approximately 20 mils thick. Place epoxy concrete while primer is still tacky and in layers not exceeding one inch thick. Use vibratory floats, plates, or hand tampers to consolidate the concrete.

Level each layer and screed the final surface to match the adjoining surfaces. Remove excess epoxy concrete on adjacent surfaces before the concrete hardens. Do not feather epoxy concrete out onto adjacent surfaces.

Epoxy Mortar: Prime surfaces with epoxy resin binder. Scrub prime coat into surface with a stiff bristle brush. Make coating approximately 20 mils thick. Place epoxy mortar while primer is still tacky. Apply at a thickness recommended by the manufacturer. Work mortar into place and consolidate thoroughly so that the mortar wets contact surfaces. Finish surface of mortar to the required texture. Do not feather edge epoxy mortar onto adjacent surfaces.

### Non-Pressure Epoxy Grout:

Cementing Dowels: Immediately prior to placing the dowel, clean hole of dust and other deleterious material with a high-pressure air hose. Fill hole halfway with grout. Insert dowel in hole by rotating it at least one complete turn while tapping it down. If necessary add more grout to fill hole.

Epoxy Grout for Cracks: Apply epoxy grout at a thickness recommended by the manufacturer. Work grout into place and consolidate thoroughly so that contact surfaces are wetted by the grout. Finish surface of grout to the required texture. Do not feather edge epoxy grout onto adjacent surfaces.

Pressure Grouting of Cracks: Clean each crack of dust, dirt, loose concrete and unsound material. Insert a valve at both ends of each crack, at the junction of two cracks, and along the length of each crack at 16 to 20 inch intervals. Fill crack between valves with crack surface sealer. After crack surface sealer has hardened and cured, pump crack sealer into valve at one end of crack. For vertical surfaces start at lowest valve and work upwards. As crack sealer appears at next valve, pinch closed pumping valve and move to next valve and commence pumping. Continue procedure until other end of crack is reached. Avoid delays in pumping operation. After crack sealer has hardened and cured grind valves off flush with concrete surface. Coat areas of valves with crack surface sealer and allow hardening and curing.

## CURING

Cure epoxy materials in accordance with manufacturer's recommendations.

## FIELD QUALITY CONTROL

Sampling: As soon as epoxy resin and aggregate materials are available for sampling, obtain by random selection a sample of each batch. Clearly identify samples by designated name, specification number, batch number, project contract number, intended use and quantity involved.

Testing: At the discretion of the Contracting Officer, samples provided may be tested by the Government for verification. Test samples by an approved laboratory. If a sample fails to meet specification requirements after two tests, replace the batch represented by the samples tested and retest. Test aggregates in accordance with ASTM C 117 and ASTM C 136

Inspection: Check each repaired area for cracks, spalls, popouts and loss of bond between repaired area and surrounding concrete. Check each repaired area for voids by tapping with a hammer or steel rod and listening for dull or hollow sounds. Immediately repair defects.

END OF SECTION 03730

## SECTION 03732 - CONCRETE REPAIR

### PART 1 - GENERAL

#### SECTION INCLUDES

Preparation of concrete and application of repair materials.

Rehabilitation of concrete surfaces.

#### RELATED SECTIONS

Section 03300 - Cast-In-Place Concrete.

#### REFERENCES

ANSI/ASTM C404 - Aggregates for Masonry Grouts.

ANSI/ASTM C882 - Bond Strength of Epoxy-Resin Systems Used with Concrete.

ANSI/AWS D1.4 - Structural Welding Code for Reinforcing Steel.

ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

ASTM C33 - Concrete Aggregates.

ASTM C150 - Portland Cement.

#### SUBMITTALS

Submit product data under provisions of Section 01011.

Submit product data indicating product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.

Submit manufacturer's installation instructions under provisions of Section 01011.

Submit manufacturer's certificate under provisions of Section 01011 that specified products meet or exceed specified requirements.

#### PROJECT RECORD DOCUMENTS

Submit documents under provisions of Section 01011.

Accurately record actual locations of structural reinforcement repairs, type of repair.

#### QUALITY ASSURANCE

Materials Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three years experience.

Applicator: Company specializing in concrete repair experience.  
Welding: ANSI/AWS D1.4.

#### MOCKUP

Provide mockup of typical patch and repair for Architect's approval.

Provide testing of mockup under presence of the Architect.

Prepare one sample of each type of injection and patching procedure for Architect's approval.

When accepted, mockup will demonstrate minimum standard for the Work. Mockup may remain as part of the Work.

#### DELIVERY, STORAGE, AND HANDLING

Deliver products to site under provisions of Section 01011.

Store and protect products under provisions of Section 01011.

Comply with instructions for storage, shelf life limitations, and handling.

#### PART 2 - PRODUCTS

##### PATCHING MATERIALS

Epoxy Resin: Two-part epoxy adhesive containing 100 percent solids, meeting the following minimum characteristics:

Characteristic	Test Method	Results
Bond Strength	ANSI/ASTM C882	2,700 psi
Tensile Strength	ASTM D638	6,600 psi
Elongation	ASTM D638	2% for 7 days at 70 degrees F (21 degrees C)
Flexural Strength	ASTM D790	8,000 psi
Compressive Strength	ASTM D695	6,500 psi

Bonding Agent: Polyvinyl acetate emulsion, dispersed in water while mixing, non-coagulant in mix, water resistant when cured.

Portland Cement: ASTM C150, Type I; gray color.

Sand: ASTM C33; uniformly graded, clean.

Water: Clean and potable.

Cleaning Agent: Commercial muriatic acid.

#### REINFORCEMENT MATERIALS

Reinforcing Steel: ASTM A615, 40 ksi yield grade billet-steel deformed bars, uncoated finish.

#### MIXING EPOXY MORTARS

Mix epoxy mortars in accordance with manufacturer's instructions for purpose intended.

Mix components in clean equipment or containers. Conform to pot life and workability limits.

#### MIXING CEMENTITIOUS MATERIALS

Mix cementitious mortar in accordance with manufacturer's instructions for purpose intended.

Include bonding agent as additive to mix.

### PART 3 - EXECUTION

#### EXAMINATION

Verify that surfaces are ready to receive work.

Beginning of installation means installer accepts existing surfaces.

#### PREPARATION

Clean concrete surfaces of dirt, laitance, corrosion, or other contamination; wire brush using acid. Rinse surface and allow to dry.

Flush out cracks and voids with muriatic acid to remove laitance and dirt. Chemically neutralize by rinsing with water.

Provide temporary entry ports spaced to accomplish movement of fluids between ports, no deeper than the depth of the crack to be filled. Limit port size diameter to be no greater than the thickness of the crack. Provide temporary seal at concrete surface to prevent leakage of adhesive.

For areas patched with epoxy mortar, remove broken and soft concrete 1/4 inch deep. Remove corrosion from steel. Clean surfaces mechanically; wash with acid and rinse with water. Sandblast clean the exposed reinforcement steel surfaces. Mechanically cut away damaged portions of bar.

## REPAIR WORK

Repair exposed structural, shrinkage, and settlement cracks of concrete as indicated on Drawings by the bonding agent and cementitious paste method.

### APPLICATION - EPOXY MORTAR

Trowel apply mortar mix to an average thickness of 3/4 inches. Tamp into place filling voids at spalled areas.

For patching honeycomb, trowel mortar onto surface, working into honeycomb to bring surface flush with surrounding area. Finish trowel surface to match surrounding area.

Cover exposed steel reinforcement with epoxy mortar; feather edges to flush surface.

### APPLICATION - CEMENTITIOUS MORTAR

Apply brush coating of bonding agent to damp concrete surfaces. Provide full surface coverage.

Apply cementitious mortar by steel trowel to an average thickness of 3/4 inches. Tamp into place filling voids at spalled areas. Work mix into honeycomb.

Damp cure cementitious mortar for four days.

### FIELD QUALITY CONTROL

Field inspection and testing will be performed under provisions of Section 01011.

Test concrete for calcium chloride content during the execution of the Work.

END OF SECTION

## SECTION 08120 – ALUMINUM DOORS AND FRAMES

### PART 1 – GENERAL

#### REFERECES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

#### THE ALUMINUM ASSOCIATION, INCORPORATED (AA)

AA 45 (1980) Aluminum Finishes

#### AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAA)

AAMA 603.8 (1992; Addendum 1993) Pigmented Organic Coatings on Extruded Aluminum

AAMA 605.2 (1992; Addendum 1993) High Performance Organic Coatings on Architectural Extrusions and Panels

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M (1993; Rev. B) Structural Steel

ASTM B 209 (1993) Aluminum and Aluminum-Alloy sheet and Plate

ASTM B 221 (1993) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes

ASTM E 283 (1991) Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Difference Across the Specimen

ASTM E 331 (1993) Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference

#### PERFORMANCE REQUIREMENTS

Structural: Shapes and thickness of framing members shall be sufficient to withstand a design wind load of not less than 118 pounds per square foot of supported area with a deflection of not more than 1/180 times the length of the member and a safety factor of not less than 1.65. Provide glazing beads, moldings, and trim of not less than 0.050-inch nominal thickness.

Air Infiltration: When tested in accordance with ASTM E 283, air infiltration shall not exceed 0.06 cubic feet per minute per square foot of fixed area at a test pressure of 6.24 pounds per square foot wind pressure.

Water Penetration: When tested in accordance with ASTM E 331, there shall be no water penetration at a pressure of 0.38 Kpa (8 pounds per square foot) of fixed area.

#### SUBMITTALS



Submit the following:

Drawings: Doors and frames: Show elevations of each door type, size of doors and frames, metal gages, details of door and frame construction, methods of anchorage, glazing details, weather stripping, provisions for and locations of hardware, and details of installation.

Instructions: Doors and frames: Submit detail specifications and instructions for installation, adjustments, cleaning, and maintenance.

#### DELIVERY, STORAGE, AND HANDLING

Inspect materials delivered to the site for damage. Unload and store with minimum handling. Provide storage space in dry location with adequate ventilation, free from dust or water, and easily accessible for inspection and handling. Stack materials on nonabsorptive strips or wood platforms. Do not cover doors and frames with tarps, polyethylene film, or similar coverings. Protect finished surfaces during shipping and handling using manufacturer's standard method, except that no coatings or lacquers shall be applied to surfaces to which caulking and glazing compounds must adhere.

#### PART 2 – PRODUCTS

##### DOORS AND FRAMES

Swing-type aluminum doors and frames of size, design, and location indicated. Provide doors complete with frames, framing members and accessories.

##### MATERIALS

Anchors: Stainless Steel.

Weather stripping: Continuous wool pile, silicone treated, or type recommended by door manufacturer.

Aluminum Alloy for Doors and Frames: ASTM B 221M (ASTM B 221), Alloy 6063-T5 for extrusions. ASTM B 209M (ASTM B 209), alloy and temper best suited for aluminum sheets and strips.

Fasteners: Hard aluminum or stainless steel.

Structural Steel: ASTM A 36/A 36M.

Aluminum Paint: Type as recommended by aluminum door manufacturer.

##### FABRICATION

Aluminum Frames: Extruded aluminum shapes with contours approximately as indicated. Provide removable glass stops and glazing beads for frames accommodating fixed glass. Use countersunk stainless steel Phillips screws for exposed fastenings, and space not more than 12 inches o.c. Mill joints in frame members to a hairline fit, reinforce, and secure mechanically.

Aluminum Doors: of type, size, and design indicated and not less than 1 ¼ inches thick. Minimum wall thickness, 0.125 inch, except beads and trim, 0.050 inch. Door sizes shown are nominal and

shall include standard clearance. Double-acting doors shall have rounded edges at hinge stile, lock stile, and meeting stile edges.

Welding and Fastening: Where possible, locate welds on unexposed surfaces. Dress welds on exposed surfaces smoothly. Select welding rods, filler wire, and flux to produce a uniform texture and color in finished work. Remove flux and spatter from surfaces immediately after welding. Exposed screws or bolts will be permitted only in inconspicuous locations, and shall have countersunk heads. Weld concealed reinforcements for hardware in place.

Weather Stripping: Provide on stiles and rails of exterior doors. Fit into slots that are integral with doors or frames. Weather stripping shall be replaceable without special tools, and adjustable at meeting rails of pairs of doors. Installation shall allow doors to swing freely and close positively.

Anchors: On the backs of subframes, provide anchors of the sizes and shapes indicated for securing subframes to adjacent construction. Anchor transom bars at ends and mullions at head and sill. Where required to meet the wind load design criteria, reinforce vertical mullions with structural steel members of sufficient length to extend up to the overhead structural slab or framing and secure thereto. Place anchors near top and bottom of each jamb and at intermediate points not more than 12 inches apart.

Provisions for Hardware: Hardware is specified in Section 08710, "Finish Hardware". Cut, reinforce, drill, and tap doors and frames at the Factory to receive template hardware. Provide doors to receive surface-applied hardware, except push plates, kick plates, and mop plates, with reinforcing only; drill and tap in the field. Provide hardware reinforcements of stainless steel or steel with hot-dipped galvanized finish, and secure with stainless steel screws. Provide reinforcement in core of slush doors as required to receive locks, door closers, and other hardware.

Finishes: Provide exposed aluminum surfaces with anodic coating. Anodic Coating shall conform to AA 45. Finish shall be clear (natural), designation AA-M10-C22-A31, Architectural Class II 0.4 to 0.7 mil.

### PART 3 – EXECUTION

#### INSTALLATION

Plumb, square, level, and align frames and framing member to receive doors. Anchor frames to adjacent construction as indicated and in accordance with manufacturer's printed instructions. Anchor bottom of each frame to rough floor construction with 3/32-inch thick stainless steel angle clips secured to back of each jamb and to floor construction; use stainless steel bolts and expansion rivets for fastening clip anchors. Seal metal-to-metal joints between framing members. Hang doors to produce standard clearances. After erection, adjust doors and hardware to operate properly.

#### PROTECTION FROM DISSIMILAR MATERIALS

Dissimilar Metals: Where aluminum surfaces come in contact with metals other than stainless steel, zinc, or small areas of white bronze, protect from direct contact by one or a combination of the following methods:

Paint the dissimilar metal with one coat of heavy-bodied bituminous paint.

Apply a good quality elastomeric sealant between the aluminum and the dissimilar metal.

Paint the dissimilar metal with one coat of primer and one coat of aluminum paint.

Use a non-absorptive tape or gasket in permanently dry locations.

Drainage from Dissimilar Metals: In locations where drainage from dissimilar metals has direct contact with aluminum, provide protective paint, to prevent aluminum discoloration.

Masonry and Concrete: Provide aluminum surfaces in contact with mortar, concrete, or other masonry materials with one coat of heavy-bodied bituminous paint.

#### CLEANING

Upon completion of installation, clean door and frame surfaces in accordance with door manufacturer's recommended procedure. Do not use abrasive, caustic, or acid cleaning agents.

#### PROTECTION

Protect doors and frames from damage and from contamination by other materials such as cement mortar. Prior to completion and acceptance of the work, restore damaged doors and frames to original condition, or replace with new ones.

END OF SECTION 08120

SECTION 09900  
PAINTING

PART 1 – GENERAL

1.01 SCOPE OF WORK

Work included under this Section consist of:

- A. Cleaning (washing) the inside and outside of the building, walls, ceilings and roof.
- B. Painting of all new walls and ceiling, inside and outside of the control building.
- C. Painting of existing walls and ceiling damaged by cleaning operation of during construction of new work.

The CONTRACTOR shall furnish all materials, tools and equipment, and shall do all painting work specified herein, or otherwise specified or indicated on the Drawings. All facilities, whether existing or new shall be painted.

1.02 QUALITY OF WORK

- A. All finishes shall be applied by skilled workmen in accordance with the best practices and standards of the painting trade. Brushes, rollers, all equipment, and the techniques used in applying finishes shall be of sufficient quality to assure the specified results. Work not conforming to this specification shall be corrected by toughing up or refinishing as directed by the Engineer.

1.03 SUBMITTALS

In accordance with the submittal requirements, submit the following:

- A. Manufacturer's data for all Paint.
- B. Painting Schedule.
- C. Color Samples.

1.04 DELIVERY AND STORAGE

- A. Painting materials shall be delivered to site in manufacturer's original containers with label intact and seals unbroken. Painting materials and equipment shall be stored and mixed in rooms assigned for that purpose. All necessary precautions shall be taken to prevent fire. Rags or waste soiled with paint shall be removed from premises at end of each day's work, or shall be store in covered metal containers.

1.05 REFERENCE STANDARD OF QUALITY

- A. The painting specification and paint finish schedule lists products by brand name to a standard of quality. Products of other manufacturers may be accepted in place of those specified upon proof of equivalency in accordance with the General Provisions, as modified by the Special Provisions and this section.
- B. If the CONTRACTOR desires to use other than specified products, he shall submit an itemized list giving the manufacturer's name, and the specific name

and number of each product offered as a substitute and such other information as is necessary to enable the ENGINEER to evaluate substitute products. Approval of substitute products shall be obtained from the ENGINEER before any materials are applied. Unspecified materials, such as turpentine and paint thinner shall be pure and of the highest quality of an approved manufacturer and shall bear the manufacturer's label on each container or package. All materials shall be delivered to the job site in the original containers with contents and labels intact.

#### 1.06 PRELIMINARY EXAMINATION

- A. Notify the ENGINEER in writing of any uncorrected defects in surfaces to be painted. Do not proceed with the finishing of surfaces in question until any discrepancies are corrected. The starting of work on any surface shall imply that the surface has been inspected and approved by the CONTRACTOR.

### PART 2 – MATERIALS

#### 2.01 GENERAL

- A. All paints shall be the product of a recognized manufacturer exclusively engaged in the manufacture of painting material. All paints for wood and metal surfaces shall be well ground and shall not skin, liver, curdle, or body excessively in the containers. It shall be readily stirred with a paddle to a smooth uniform paint.
- B. The paint shall be suitable for brushing at package consistency. It shall brush out evenly and shall not show laps or unevenness of color or texture. When applied to vertical surfaces, it shall not sag.
- C. All exposed surfaces, including sides and edges, shall be painted. Hangers brackets, fastenings and other miscellaneous items shall be painted with the same system as the adjacent material. Paint systems shall be in addition to shop primers.
- D. Paint used in successive field coats shall be produced by the same manufacturer. Paint used in the first field coat over shop painted or previously painted surfaces shall cause not wrinkling, lifting, or other damage to underlying paint. Any paint system shall be the product of a single manufacturer.
- E. All paint used for intermediate and finish coats shall be guaranteed by the paint manufacturer to be lead-free, mercury-free, and fumeproof. Where painting materials are referenced to Federal or Military Specifications, the reference shall define general type and quality required but is not intended to limit acceptable materials to an exact formulas.
- F. For each paint, the CONTRACTOR shall follow the paint manufacturer's specific application instructions. Upon the ENGINEER's request, the CONTRACTOR shall furnish the following application instruction:
  - 1) Surface preparation recommendations.
  - 2) Type of primer to be used.
  - 3) Maximum dry and wet mil thickness per coat.
  - 4) Minimum and maximum curing times between coats.

- 5) Thinner to be used with each paint.
  - 6) Ventilation requirements.
  - 7) Atmospheric conditions during which the paint shall not be applied.
  - 8) Allowable methods of applications.
  - 9) Maximum allowable moisture content and minimum age of plaster, concrete and wood surfaces at time of paint application.
- G. The minimum number of coats and minimum total dry mil thickness of the system for each surface shall be as specified in the paint schedule.

## 2.02 PAINTING SCHEDULE

### A. Interior Concrete Masonry and Concrete Surfaces

Surface Prep	M-1
Prime Coat	P-4
Second Coat	F-6
Third Coat	F-6

### B. Exterior Concrete/Block Concrete

Surface Prep	M-1
Prime Coat	F-4
Second Coat	F-4
Third Coat	F-8

### C. Steel

Surface Prep	S-3
Prime Coat	P-2
Second Coat	F-2
Third Coat	F-2

## 2.03 PRIMERS AND PRETREATMENT

- A. P-1 Epoxy Primer – Minimum dry thickness 1.5 mils. Koppers 654 “Epoxy Primer”, Tnemec 661211 “Hi-Build Expoxoline”, or Amerguard 149 Epoxy Primer.
- P-2 Rust Inhibitive – Minimum dry thickness 2 mils. Kopper 622 “Rust-Penetrating” Tnemec 77 “Chem-Prime”, or Amerguard 149 “Epoxy Primer”.
- P-3 Galvanized Metal Wash Primer – Minimum dry thickness 0.5 mils (mil-P-15238D). Galvaprep, Koppers 40 “Passivator” or Tnemec 32-1210 “Vinoline”.
- P-4 Acrylic Emulsion – Kopper “Surfacer”, Tnemec 51 792 “Vinacryl Primer-sealer”, or Amerguard 149.

## 2.04 INTERMEDIATE AND FINISH PAINTS

- A. F-1 Epoxy Resin – Minimum dry thickness 6 mils. Koppers “200 HB Epoxy”, Tnemec 66 “Hibuild” epoxy, or Amerguard 335 “epoxy acrylic”.

F-2 Gloss Alkyd Enamel – Minimum dry thickness 1.5 mils (Fed Spec TT-E-489). Koppers “Glamortex 501” ename, Tnemec-gloss enamel, or Amerguard 335 “Epoxy Acrylic”.

F-3 Semigloss Alkyd Enamel – Minimum dry thickness 2.1 mils (Fed Spec TT-E-529). Koppers “Glamortex Semi-gloss”, Tnemec 23 “Enduraton”, or Amerguard 335 “Epoxy Acrylic”.

F-4 Latex Emulsion – Minimum dry thickness 2 mils. Koppers “600 – Interior, Exterior”, Tnemec “6 Tneme – Cryl”, or Amerguard 335 Epoxy Acrylic.

F-5 Coal Tar Epoxy – Minimum dry thickness 16 mils. Koppers “Bitumastic 300M” High Build, Tnemec “High Build Tneme-Tar”, or Amercoat 78HB.

F-6 Epoxy – Minimum dry thickness 1.75 mils. Koppers “Glamorglass 200 Epoxy”, or Amerguard 335 “Epoxy Acrylic”.

F-7 Polyurethane – Minimum dry thickness 2 mils. Tnemec “70 Endurashield”, or Amercoat 455HS.

F-8 Copolymer – Minimum dry thickness 2 mils. Rainguard Products Company “Vandl Guard”.

## 2.05 SURFACES NOT TO BE PAINTED

Except as otherwise required or directed, the following surfaces are to be left unpainted:

- A. Exposed surfaces of aluminum, except ductwork. Polished or finished stainless steel. Unfinished stainless steel shall be painted.
- B. Nickel or chromium.
- C. Rubber and plastics, including fiberglass reinforced plastics.

## PART 3 – PERFORMANCE

### 3.01 SURFACE PREPARATION

- A. The CONTRACTOR shall prepare the existing and new surfaces to be coated as specified under the paint schedule. Any surfaces to be coated which are not listed under the paint schedule shall be prepared in accordance with the manufacturer’s instructions for the material to be applied.
- B. In addition, all exterior and interior surfaces shall be washed with a stiff bristle brush and mild alkaline solution to be approved by the ENGINEER. No high pressure water shall be used during the preparation work and during the cleaning work, unless approved by ENGINEER.
- C. All grease, oil, dirt, and other contaminants which may affect the bond between the coating and the surface shall be removed by a cleaning agent which will leave the surface clean and dry.
- D. Cleaning and painting operations shall be performed in a manner which will prevent dust or other contaminants from getting on freshly painted surfaces.

- E. Surfaces shall be free of cracks, pits, projections, or other imperfections which would prevent the formation of a smooth, unbroken paint film, except for concrete block construction where a rough surface is an inherent characteristic.
- F. When applying touch-up paint, or repairing previously painted surfaces, the surfaces to be painted shall be cleaned and sanded or wire brushed in such a manner that the edges of adjacent paint are feathered or otherwise damaged by heat or welding shall be completely removed.
- G. Hardware items such as bolts, screws, washers, springs, and grease fittings need not be cleaned prior to painting if there is no evidence of dirt, corrosion, or foreign material.
- H. All galvanized surfaces shall have a metal conditioner applied prior to the first prime coat.

### 3.02 METAL SURFACES

- A. Where noted, the surface preparation for steel and other metals refer to the specifications for surface preparation by the latest revision of the Steel Structures painting Council. All metal work shall be cleaned of greased, oil and dirt by solvent cleaning (SSPC-SP-1).

Method S-1 – Surface shall be wire brushed where required to remove loose rust and dirt, etc. (SSPC-SP2)

Method S-2 – Removal of loose rust, loose mill scale and other detrimental foreign matter to degree specified by power wire brushing, power impact tools or power sanders. (SSPC-SP3)

Method S-3 – Blast cleaning until at least two-thirds of each element of surface area is free of all visible residues. (SSPC-SP6)

Method S-4 – Sandblast to near-white condition. This method shall remove all rust and scale, but streaks and shadows in the metal will be acceptable. (SSPC-SP10).

### 3.03 MASONRY AND CONCRETE SURFACE

- A. Method M-1 Remove all dust and loose mortar by sweeping, or brushing with a stiff fiber or wire brush. Concrete and masonry surfaces that show signs of efflorescent, or that are subject to conditions with Dutch Boy Alki-Free, Thoro System Products “Waterplug”, or equivalent product, according to manufacturer’s recommendation.
- B. All surface defects, including cracks 1/16-inch to hairline shall be filled flush by knifing with an exterior masonry patching compound. Cracks of more than 1/16-inch wide shall be cleaned out to an inverted “V” and pressure filled with an exterior masonry patching compound. Fill with a slight bead.
- C. Dirt, grease, from oils or separating agents that might impair the adhesions or the appearance of the specified finish shall be removed before any materials are applied.



- D. Voids and openings in concrete block construction shall be filled with Thore System Products "Thorseal Plaster Mix", or equivalent product, according to manufacturer's recommendations.
- E. Concrete surface shall be san-blasted and/or acid-washed as recommended by coating manufacturer.

#### 3.04 GALVANIZED SURFACES

- A. Method G-1 – All galvanized surfaces shall be prepared for painting in strict conformity with the instructions of the manufacturer of the vinyl wash primer. Any subsequent primer required by the coating manufacturer for the finish coating shall be applied. Any chemical treatment of galvanized surfaces shall be followed by thorough rinsing with clear water.

#### 3.05 PAINT APPLICATION

- A. Apply all finishes evenly, free from sags, runs, crawls, brush marks, skips or other defects. Apply products at the proper consistency and do not thin or otherwise alter them except in accordance with the manufacturer's printed directions. All coats shall be applied in such manner as to produce an even film of uniform thickness completely coating all corners and crevices. All painting shall be done by thoroughly experienced workmen. Care shall be exercised during spraying to hold the nozzle sufficiently close to the surfaces being painted to avoid excessive evaporation of the volatile constituents and loss of material into the air, or the bridging over of crevices and corners. Spray equipment shall be equipped with mechanical agitators, pressure gauges, and pressure regulators. Nozzles shall be of proper size. Floors, roofs, and other adjacent areas and installations shall be satisfactorily protected by drop clothes or other precautionary measures.

All over-spray shall be removed by approved methods or the affected surface repainted. Care shall be exercised to avoid lapping of paint on hardware of other unscheduled surfaces.

- B. Each coat of material shall be thoroughly dry before the application of a succeeding coat. In no case shall paint be applied at a rate of coverage per gallon which is greater than the maximum rate recommended by the manufacturer. Paint films showing sags, checks, blisters, teardrops, or fat edges will not be accepted. Paint containing any of these defects shall be entirely removed and the surface repainted.
- C. If the finish coat is to be colored, the prime coat and the intermediate coat shall be tinted to have a light variation in color from each other and from the finish coat.

#### 3.06 PRIMING

- A. Edges, corners, crevices, welds, and bolts shall be given a brush coat of primer before the specified pot or touch-up painting of metal surfaces. Special attention shall be given to filling crevices with paint.
- B. Abraded and otherwise damaged portions of shop applied paint shall be repainted. Welded seams and other uncoated surfaces, heads, and nuts of field installed bolts, and surfaces where paint has been damaged by heat, shall be

given a coat of the specified primer. This patch, sport, or touch-up painting shall be completed, and shall be dry and hard, before additional paint is applied.

### 3.07 LATEX PAINT

- A. Latex paint shall be applied by brushing or rolling; spraying is not permitted. Latex paint shall not be thinned excessively.

### 3.08 MIXING AND THINNING

- A. Paint shall be thoroughly mixed each time any is withdrawn from the container. Paint containers shall be kept tightly closed except while paint is being withdrawn. Unless otherwise authorized, all paint shall be factory mixed to proper consistency and viscosity for hot weather application without thinning. Thinning will be permitted only as necessary to obtain recommended coverage at lower application temperatures. In no case shall the wet film thickness of applied paint be reduced, by addition of paint thinner or otherwise, below that represented by the recommended coverage rate.

### 3.09 FERROUS METAL FILM THICKNESS

- A. It is intended that the dry film thickness and the continuity of submerged painted ferrous metal surfaces be subject to continual field check by the ENGINEER. Dry film thickness shall be measured by a General Electric Thickness Gauge. Continuity shall be tested by a low voltage-wet sponge, transistorized device as manufactured by the K-D Company, Palo Alto, California. CONTRACTOR shall perform continuity tests as required by the ENGINEER.

### 3.10 ATMOSPHERE CONDITIONS

- A. Apply all material to dry and properly prepared surfaces when weather conditions are favorable for painting. No materials shall be applied when the temperature of the materials is below 50 degrees Fahrenheit, or when the temperature of the air, surface to be painted or substrate, is below (or likely to fall below) 50 degrees Fahrenheit. Final ruling on the favorability of weather conditions shall be in accordance with the recommendations of the manufacturer and/or the ENGINEER.

### 3.11 PROTECTION CONDITIONS

- A. Throughout the work the CONTRACTOR shall use drop cloths, masking tape, and other suitable measures to protect all surfaces from accidental spraying, splattering, or spilling of paint. He shall be liable for and shall correct and repair any damaged condition resulting from his operations or from the operations of all those who are responsible to him during the time his work is in progress and until the work is accepted. In case bituminous paints are spilled or dropped on any material except metals, the spots shall, after surface cleaning, be spot painted with aluminum paint prior to applying the specified paint. Any exposed concrete or masonry not specified to be painted which is damaged by paint shall be either removed and rebuilt or, where so authorized by the OWNER, painted with two coats of masonry paint.

### 3.12 CLEAN-UP

- A. All cloths and cotton waste which might constitute a fire hazard shall be placed in metal containers or destroyed at the end of each work day. Upon completion of the work all staging, scaffolding and containers shall be removed from the site or destroyed in a manner approved by the ENGINEER.

END OF SECTION 09900

**IFB# GHURA-08-20-2021-AMPs 1 & 2**

**Specification  
for the**

**Replace Existing Exterior Doors at  
GHURA 26 AMP 1 & GHURA 100 AMP 2**

**OWNER  
Guam Housing and Urban Renewal Authority**

**BY: \_\_\_\_\_  
Ray S. Topasna, EXECUTIVE DIRECTOR**

**Contractor: \_\_\_\_\_**

**By: \_\_\_\_\_  
Signature and Title**

**Date: \_\_\_\_\_**

**END OF SPECIFICATION**