



# **3600 SPENARD HEAT CONVERSION**

## **INVITATION TO BID 25T-DV-122**

JUNE 2025

Cook Inlet Housing Authority  
3510 Spenard Road  
Anchorage, Alaska 99503

Phone: (907) 793-3064  
Email: [procurement@cookinlethousing.org](mailto:procurement@cookinlethousing.org)

**3600 SPENARD HEAT CONVERSION  
COOK INLET HOUSING AUTHORITY**

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**3600 SPENARD HEAT CONVERSIONS  
COOK INLET HOUSING AUTHORITY**

**SPECIFIED DATES  
3600 SPENARD HEAT CONVERSION PROJECT  
ITB #25T-DV-122**

<b>Description</b>	<b>Date and Time</b>	<b>Location</b>
1. Bid Packet Available	June 10, 2025	via CIHA Website
2. Pre-Bid Walkthrough	June 17, 2025, 10:00 a.m.	3600 Spenard Road
3. Last Day for Questions	June 23, 2025, 5:00 p.m.	via email
4. Bid Due Date	July 2, 2025, 2:00 p.m.	CIHA Main Office or via email
5. Public Bid Opening	July 2, 2025, 2:15 p.m.	via Teleconference

**Public Bid Opening Teleconference Information**

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 280 669 494 784 1

Passcode: pa3Bz9i9

**Dial in by phone**

[+1 907-215-4044,,530247122#](#) United States, Anchorage

[Find a local number](#)

Phone conference ID: 530 247 122#

**3600 SPENARD HEAT CONVERSION  
COOK INLET HOUSING AUTHORITY**

**ADVERTISEMENT FOR INVITATION TO BID  
3600 SPENARD HEAT CONVERSION PROJECT  
ITB # 25T-DV-122**

Cook Inlet Housing Authority (CIHA) is accepting sealed bids and must be hand-delivered, mailed, or emailed from responsible and responsive contractors for the 3600 Spenard Heat Conversion project located in Anchorage, Alaska.

The scope of work for this project includes the contractor to furnish, install and perform all work necessary to complete the 3600 Spenard Heat Conversion project as described in the contract documents, adhering to all applicable local, state, & federal regulatory codes and standards. The scope of work includes, but not limited to, removing existing VRF water source heat pump and terminal equipment serving all three floors of the building and replace with fan coil units connected to existing boiler system. This project will be done in two (2) phases. Phase 1 will be for the first floor only and Phase 2 will be for floors 2 & 3. CIHA anticipates that Phase 1 will be done in 2025, and Phase 2 will be done in the Spring of 2026.

Phase 1 of the Work is anticipated to begin at the beginning of July 2025 and is expected to be completed by August 31, 2025. Phase 2 of the Work is expected to begin in the Spring of 2026 and is expected to be completed by June 30, 2026.

100% Performance and Payment will be required for the project.

Bids must be hand-delivered or mailed to CIHA at 3510 Spenard Road, Anchorage, Alaska 99503 or emailed to [procurement@cookinlethousing.org](mailto:procurement@cookinlethousing.org) to be received by the deadline below. Bids received after this deadline shall not be accepted. It is the bidder's responsibility to ensure its bid is received at the specified location and time.

**Specified Dates:**

Bid Packet Available	June 10, 2025
Pre-Bid Walkthrough	June 17, 2025 10 a.m.
Last Day for Questions	June 23, 2025, 5:00 p.m.
Bid Due Date	July 2, 2025, 2:00 p.m.
Public Bid Opening	July 2, 2025, 2:15 p.m.

Bid documents will be available on CIHA's website at [www.cookinlethousing.org](http://www.cookinlethousing.org). Plan holders are responsible to check the website for addenda.

**Equal Employment Opportunity.** The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in conspicuous places, accessible to employees and applicants for employment, at the location of the grant project, notices setting out the provisions of AS 18.80.220.

The Contractor shall state, in all solicitations or advertisements for employees to work on this project, that the Contractor is an equal opportunity employer (EEO) and that all qualified

**3600 SPENARD HEAT CONVERSION  
COOK INLET HOUSING AUTHORITY**

applicants will be considered for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Contractor shall include the provisions of this EEO article in every subcontract relating to this Contract and shall require the inclusion of these provisions in every agreement entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor.

This Invitation to Bid is not to be construed as a commitment of any kind nor does it commit CIHA to pay for any cost incurred in the submission of bids or any other incurred costs prior to the execution of a contract.

Published June 10, 2025, through July 1, 2025, at [www.cookinlethousing.org](http://www.cookinlethousing.org).

# Instructions to Bidders

## 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). Failure to do so will be at the Bidders' risk.

(b) All bids must be submitted on the forms provided by Cook Inlet Housing Authority (CIHA). 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.)

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (ITB) 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.

## 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 Invitation to 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, or email, if those methods are authorized in the solicitation. CIHA must receive acknowledgment 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 CIHA's requirements.

(c) Amendments will be on file in the offices of CIHA and the

CIHA's website and The Plans Room  
7 days before bid opening.

~~Architect at least 7 days before bid opening.~~

## 4. Responsibility of Prospective Contractor

(a) CIHA 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, CIHA 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 CIHA 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, and it is determined by CIHA that the late receipt was due solely to mishandling by CIHA after receipt at CIHA; 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 Bids. 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 CIHA is the time/date stamp of PHA/IHA on the Bid wrapper or other documentary evidence of receipt maintained by CIHA.

(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

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to CIHA 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, received at any time before the exact time set for opening of bids; provided that written confirmation of 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. If respondent representatives are present for the opening, each Bid shall be opened, and only the name of the responding company shall be announced.

## 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 —

Rashaad Esters  
Procurement Manager  
Cook Inlet Housing Authority  
3510 Spenard Road  
Anchorage, Alaska 99503

[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 CIHA's protest policy and procedures, copies of which are maintained at CIHA.

## 8. Contract Award

(a) CIHA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to CIHA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) CIHA may

- (1) reject any or all offers if such action is in CIHA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, CIHA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, CIHA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by CIHA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 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. Certified checks and bank drafts must be made payable to the order of CIHA. 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 shall be separate performance and payment bonds, each for 100 percent or more of the contract price.

(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 CIHA may grant based upon reasons determined adequate by CIHA, shall render the bidder ineligible for award. CIHA may then either award the contract to the next lowest responsible bidder or solicit new bids. CIHA may retain the ineligible bidder's bid guarantee.

**BIDDERS CHECKLIST**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB # 25T-DV-122**

**NOTICE TO BIDDERS: REMOVE THIS SECTION AND SUBMIT WITH BID**

All responsive Bids **MUST** contain the following:

- |   |                          |
|---|--------------------------|
| 1. Bid Form*  | <input type="checkbox"/> |
| 2. Bid Bond*  | <input type="checkbox"/> |
| 3. Lobbying Certificate and Disclosure Packet*  | <input type="checkbox"/> |
| 4. Form of Non-Collusive Affidavit*   |                          |
| 5. Letter from Contractor's surety evidencing the proposer's ability to obtain the required bonding should it be awarded the project* | <input type="checkbox"/> |
| 6. Current State of Alaska Business License   | <input type="checkbox"/> |
| 7. Current State of Alaska Contractor's License   | <input type="checkbox"/> |
| 8. Current Municipality of Anchorage Contractor's License   | <input type="checkbox"/> |
| 9. Completed IRS form W9*   | <input type="checkbox"/> |
| 10. Preliminary Schedule of Values  | <input type="checkbox"/> |
| 11. Preliminary Project Schedule  | <input type="checkbox"/> |

**\*All Bid documents requiring signature *must* be signed and dated.**

**Bids submitted without one or more requirements listed above are subject to rejection.**



**3600 SPENARD HEAT CONVERSION  
COOK INLET HOUSING AUTHORITY**

**BID FORM**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB # 25T-DV-122**

- 1) The undersigned, \_\_\_\_\_ (Company Name) on this date: \_\_\_\_\_, having familiarized itself with the local conditions affecting the scope and cost of work, and with the Invitation to Bid (ITB), including the Construction Drawings and Specifications, Bid Form, General Conditions, Form of Contract, project drawings, and the Scope of Work, hereby proposes to furnish all labor, material, equipment and services required to complete the **3600 Spenard Heat Conversion project** in accordance with all sections of this Invitation to Bid.

Bidder to submit a Firm, Fixed-Price bid to complete the work as described in the ITB. Additionally, the bid shall include all administrative requirements of the contract, including but not limited to the submission of a project schedule, safety plan, schedule of values, daily reports, submittals as required, and other tasks required under the contract, as well as ancillary and miscellaneous work as described or reasonably inferable from the ITB.

**Total Lump Sum Bid \$** \_\_\_\_\_

**(Written Amount):** \_\_\_\_\_

- 2) The lowest bid shall be determined by the Total Lump Sum.
- 3) In submitting this bid, it is understood that the right is reserved by CIHA to reject any and all bids at its sole discretion and for its convenience or benefit. The bidder agrees to execute and deliver to CIHA a contract in the prescribed form and furnish the required performance and payment bonds within five (5) days of contract execution.
- 4) I/We have submitted with this bid the following items:
- a. Bid Form
  - b. Bid Bond
  - c. Lobbying Certificate and Disclosure
  - d. Form of Non-Collusive Affidavit
  - e. Letter from Contractor's surety evidencing the proposer's ability to obtain the required bonding should it be awarded the project.
  - f. Current State of Alaska Business License
  - g. Current State of Alaska Contractor's License
  - h. Current Municipality of Anchorage Contractor's License
  - i. Completed IRS form W9
  - j. Preliminary Schedule of Values
  - k. Preliminary Project Schedule
- 5) Bid cannot be withdrawn for a period of Sixty (60) days without the express permission of CIHA.
- 6) I/We further acknowledge receipt of the following addenda:

Addendum No.: \_\_\_\_ Dated: \_\_\_\_\_

**3600 SPENARD HEAT CONVERSION  
COOK INLET HOUSING AUTHORITY**

Addendum No.: \_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_ Dated: \_\_\_\_\_

- 7) Non-Collusive Affidavit: By submission of this bid, the bidder certifies that making the foregoing bid, that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from quoting, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the Cook Inlet Housing Authority or any person interested in the proposed contract; and that all statements in said bid are true.
- 8) I/We further understand the penalty for making false statements in offers is prescribed by federal law at 18 U.S.C. §1001.

Bid Submitted by:

**NAME OF BIDDER**

**OFFICIAL ADDRESS**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

**BID BOND**  
**3600 SPENARD HEAT CONVERSION**  
**ITB # 25T-DV-122**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held firmly bound into COOK INLET HOUSING AUTHORITY (hereinafter called "CIHA"), Owner, in the penal sum of (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, for \_\_\_\_\_

\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within six (6) months after the bid opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with CIHA in accordance with the bid. as accepted, and give the required performance and payment security, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such security within the time specified, if the Principal shall pay CIHA the difference between the amount specified in said bid and the amount for which CIHA 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 bound parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Corporate Seal)

\_\_\_\_\_  
(Principal)

(Seal)

\_\_\_\_\_  
(Surety)

**3600 SPENARD HEAT CONVERSION  
COOK INLET HOUSING AUTHORITY**

**Restrictions on Lobbying Activities**

Entities receiving a federally-funded contract that is in excess of \$100,000 must comply with the "New Restrictions on Lobbying" found at 24 C.F.R. Part 87. 24 CFR 87.100 provides a baseline prohibition on the use of federal funds for lobbying purposes. 24 CFR 87.110(d) further provides that any person (or entity) receiving a federally funded contract or subcontract, at any tier, that exceeds \$100,000 must file a certification, and, if required, a disclosure form, to the next tier above.

All contractors and subcontractors who will receive a contract or subcontract of \$100,000 or more, to be paid from a federal grant, must sign and submit the attached certification form. All contractors and subcontractors who will receive a contract or subcontract of \$100,000 or more must also require all of their subcontractors who will receive a subcontract of \$100,000 or more to sign and submit the required certification and, if applicable, disclosure form.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

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

OMB Number: 4040-0013

Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input style="background-color: yellow;" type="text"/> * Street 1 <input style="background-color: yellow;" type="text"/> Street 2 <input type="text"/> * City <input style="background-color: yellow;" type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>     		
<b>6. * Federal Department/Agency:</b> <input style="background-color: yellow;" type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input style="background-color: yellow;" type="text"/> Middle Name <input type="text"/> * Last Name <input style="background-color: yellow;" type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input style="background-color: yellow;" type="text"/> Middle Name <input type="text"/> * Last Name <input style="background-color: yellow;" type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  * Signature: <input type="text" value="Completed on submission to Grants.gov"/> *Name:    Prefix <input type="text"/> * First Name <input style="background-color: yellow;" type="text"/> Middle Name <input type="text"/> * Last Name <input style="background-color: yellow;" type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A



## FORM OF NON-COLLUSIVE

# AFFIDAVIT

**(PRIME BIDDER)**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

\_\_\_\_\_, being first duly sworn, deposes and says:

"That he/she is the bidder, or a partner or officer of the firm, party, etc., making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the, **Cook Inlet Housing Authority, PJ33 Limited Partnership** or any person interested in the proposed contract; and that all statements in said proposal or bid are true."

Signature of: \_\_\_\_\_  
Bidder, if the bidder is an individual

---

Partner, if the bidder is a Partnership

Officer, if the bidder is a corporation

Date \_\_\_\_\_



**STANDARD CONSTRUCTION CONTRACT  
3600 SPENARD HEAT CONVERSION PROJECT  
Contract No. 25T-DV-122**

OWNER Contact Information	CONTRACTOR Contact Information
<b>Cook Inlet Housing Authority (CIHA)</b>	<b>Contractor Name</b>
<b>3510 Spenard Road</b>	<b>Address</b>
<b>Anchorage, Alaska 99503</b>	<b>Anchorage, Alaska 995</b>
<b>Phone: (907) 793-3000</b>	<b>Phone:</b>
<b>E-Mail:</b>	<b>E-Mail:</b>
	<b>Fed ID No.</b>
<b>Contracting Officer:</b>	<b>Contractor Contact:</b>
<b>Gabriel Layman, President/CEO</b>	
<b>Name Title</b>	<b>Name Title</b>

This Contract, between the Cook Inlet Housing Authority, hereinafter called "CIHA" or "Owner," and **CONTRACTOR NAME**, its successors and assigns, hereinafter called the "Contractor," is effective the date of the signature of CIHA on this document, for the following Project:

**CIHA Project Name:** 3600 Spenard Heat Conversion  
**CIHA Project Number:** 25T-DV-122  
**Project Address:** 3600 Spenard Road, Anchorage, AK

The Contractor, for and in consideration of payment or payments herein specified and agreed to by CIHA, hereby covenants and agrees to furnish and deliver all labor, materials, services, and equipment to perform all of the Work required in the construction of the Project:

Remove existing VRF water source heat pump and terminal equipment serving all three floors of the building and replace with fan coil units connected to existing boiler system. This project will be done in two (2) phases. Phase 1 will be for the first floor only and Phase 2 will be for floors 2 & 3. CIHA anticipates that Phase 1 will be done in 2025, and Phase 2 will be done in the Spring of 2026.

**(WRITTEN AMOUNT)**  
**(\$TBD)**

Including such other items as are mentioned in the original Contractor's bid dated TBD which proposal and prices named, together with the Contract Documents are made a part of this Contract by reference. CIHA shall pay Contractor for satisfactory performance of work performed, upon full completion thereof unless otherwise agreed under the terms of this Contract. For

goods/services provided pursuant to this Contract, Contractor is to invoice CIHA based on materials used and work performed pursuant to the approved scope of work and Contract price described in the Contract Documents attached hereto, consistent with the labor rates and other cost provisions required under this Contract.

This Contract also includes the following sections and attachments (collectively, "Contract Documents"):

1. Invitation to Bid #25T-DV-122 dated June 2025
2. Addendum No. \_\_\_\_ dated \_\_\_\_ [if applicable]
2. Contractor Bid dated \_\_\_\_\_
3. CIHA Indemnity and Insurance Requirements
4. CIHA Supplemental Conditions
5. Current State of Alaska Business License
6. Current State of Alaska Contractor's License
7. Current Municipality of Anchorage Contractor's License
8. Current Certificate of Insurance
9. IRS Form W9

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by Contractor and not specifically herein provided for, will be allowed by CIHA, nor shall the Contractor do any work or furnish any materials not covered by this Contract, unless such work or materials are ordered in writing by CIHA.

In no event shall CIHA be liable for any materials furnished or used, or for any work or labor done, unless the materials, work or labor are required by the Contract or on written order furnished by CIHA. Any such work or materials which may be done or furnished by Contractor without order first being given shall be at Contractor's own risk, cost and expense, and Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such order.

Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect to the satisfaction of CIHA, to provide substantial completion within the time schedule established in the notice to proceed issued by CIHA. Time shall be of the essence in all cases.

1. **NOTICES:** Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by email, properly addressed to each party to whom given, with postage and charges prepaid, to the individual named and at the address listed above. A notice shall be deemed given only when received by the party to whom such notice is directed, except that any notice given by registered or certified mail, or emailed and date stamped according to CIHA's email server, shall be deemed given to and received by the party to whom directed within twenty-four (24) hours after such notice is sent, or when actually received, whichever occurs first.
2. **COMPLIANCE WITH LAWS:** Contractor agrees to be bound by, and at its sole cost and expense comply with, all federal, state and local laws, ordinances and regulations applicable to the Work, including but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantage business enterprise and safety.

3. **LICENSES:** Contractor shall provide copies of all applicable business and professional licenses, including any renewal, to document that Contractor's licenses are and will be in effect for the full duration of the Contract, including any time extensions.
4. **PROHIBITION AGAINST LIENS:** Contractor is prohibited from placing a lien on Owner's property. The prohibition shall apply to all subcontractors at any tier and all materials suppliers.
5. **WARRANTY:** Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Document. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence on the date of Substantial Completion of the Work or a designated portion thereof or, if not applicable, upon final payment and shall remain in effect for one year.
6. **ASSIGNMENT:** Neither this Contract nor any rights, duties or interest hereunder shall be assigned by any party without the prior written consent of the other(s). The preceding notwithstanding, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective partners, successor and assigns.
7. **WAIVER:** No provision of this Contract may be waived unless agreed to in writing by Owner. The failure of either party to insist in one or more instances upon the performance of any term or condition of this Contract shall not be construed as a waiver of future performance of any such term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.
8. **CONFIDENTIAL INFORMATION:** All information obtained by Contractor from Owner related in any way to the Contract or work to be performed there under is confidential and proprietary to Owner. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. Owner shall retain ownership of all confidential information disclosed to the Contractor and upon written request by Owner, Contractor shall return to CIHA all such confidential information. The return of the information shall not terminate any of Contractor's obligations hereunder. Contractor shall be responsible for any breach by its employees or subcontractors of this section and the resulting damages.
9. **INSPECTION AND RETENTION OF RECORDS:** Contractor shall, at all times during normal business hours and as often as Owner may deem necessary, make available to Owner for examination all of its records with respect to all matters covered by this Contract for a period of three (3) years after the date of Contractor's complete performance thereof. Upon request, and within a reasonable time, Contractor shall submit such other information and reports relating to its activities under this Contract to Owner, in such form and at such times as Owner may reasonably require. Contractor shall permit Owner to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Contract. Owner may, at its option, permit Contractor to submit its records to Owner in lieu of the retention requirements of this section.

10. **TITLES:** The titles given to the articles and paragraphs of this Contract are for ease of reference only and shall not be relied upon or cited for any other purpose.
11. **OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL:** Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of Owner, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.
12. **VALUE ENGINEERING:** Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals (VECP) voluntarily.
13. **JOINT DRAFTING:** The parties expressly agree that this Contract was jointly drafted, and that they both had opportunity to negotiate terms and to obtain the assistance of counsel in reviewing the Contract prior to execution. This Contract shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.
14. **PUBLICITY:** Contractor, its employees, agents, and subcontractors shall not use Owner's name in any advertising, publications, promotional materials or publicity release concerning the Contract or work performed thereunder unless approved in advance by Owner in writing.
15. **FORCE MAJEURE:** Owner and Contractor shall not be liable for their respective failure to perform any of their obligations under the Contract if prevented from performing such obligations by a cause beyond their reasonable control which, by the use of due diligence, Owner or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.
16. **JURISDICTION/VENUE:** This Contract shall be governed by and construed in accordance with the laws of the state of Alaska. Venue of any action or dispute resolution proceeding shall be Anchorage, Alaska.
17. **ATTORNEYS' FEES/COSTS:** In the event of litigation between the parties relating to or arising out of this Contract, the prevailing party shall be entitled to full reasonable cost and attorney's fees.
18. **TERMINATION:** In addition to other available grounds for termination described in this Contract, Owner reserves the right to terminate the Contract for default in the event Contractor fails to completely satisfy all material terms, conditions and requirements contained herein at any time, including improper subcontracting, violation of any regulation or law applicable under the Contract, failure to pay or to ensure workers are paid required wage rates, and false certification as to subcontracting with American Indian/Alaska Native enterprises or organizations. In such event, Contractor and its sureties shall be liable for any damage to Owner resulting from such failures, whether or not Contractor's right to proceed with the work is terminated. This liability includes, but is not limited to, any increased cost incurred by Owner in completing the work.
19. **ENTIRE AGREEMENT; BINDING EFFECT:** This Contract, together with all exhibits, forms, attachments and addenda, contains the entire and integrated agreement between the

parties hereto, superseding in all respects any and all prior oral or written negotiations, representations, agreements or understandings.

20. **MODIFICATION:** This Contract shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Owner, may, at its discretion, amend this Contract to conform with federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule, or the activities to be undertaken as part of this Contract, such modification will be incorporated only by written amendment signed by both Owner and Contractor.
23. **AVAILABILITY OF FUNDS:** Payments under this Contract may require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payment required under this Contract, this Contract shall terminate without penalty to Owner. In such cases, Owner shall not be obligated to make payments under this Contract beyond those for completed work and which funds have previously been appropriated.
24. **SURVIVAL OF OBLIGATIONS:** The obligation of the parties concerning indemnification, liability, confidentiality, reporting and release of information shall survive the completion, termination or expiration of this Contract.
25. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
26. **SEVERABILITY:** If any provision or part of a provision of this Contract shall be determined to be void and unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain valid and enforceable.
27. **RETAINAGE:** The Owner 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 Owner determines that the Contractor's performance and progress are satisfactory, the Owner may make the remaining payments in full for the work subsequently completed. If the Owner subsequently determines that the Contractor's performance and progress are unsatisfactory, the Owner shall reinstate the ten (10) percent retainage until such time as the Owner determines that the performance and progress are satisfactory.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in and hereby agree to its terms and conditions. This Contract is effective the date of the signature of CIHA herein.

**CONTRACTOR:**

\_\_\_\_\_  
[NAME OF CONTRACTOR]

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**OWNER:**

\_\_\_\_\_  
COOK INLET HOUSING AUTHORITY

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAMPLE

**PERFORMANCE BOND**  
**3600 SPENARD HEAT CONVERSION**  
**ITB #25-DV-122**

**KNOW ALL PEOPLE** BY THESE PRESENTS: That we, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held firmly bound unto \_\_\_\_\_ as Obligee, (hereinafter call the "OWNER"), in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with OWNER, dated \_\_\_\_\_ 2025, a copy of which is hereto attached and made a part of hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original form and any extensions thereof that may be granted and during any guarantee period for which the Contract provides, and if the Principal shall fully satisfy all claims arising out of the prosecution of the work under the Contract and shall fully indemnify for all expenses which it may incur by reason for such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the Work under the Contract, in default of which such persons shall have a direct right to action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, or any forbearance on the part of OWNER shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.



\_\_\_\_\_

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

CORPORATE  
SEAL

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

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

CORPORATE  
SEAL

\_\_\_\_\_

\_\_\_\_\_

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

#### **CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

Corporate  
Seal

\_\_\_\_\_

IN WITNESS WHEREOF; the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Seal)

\_\_\_\_\_

(Individual Principal)

\_\_\_\_\_  
Witness

(Seal)

\_\_\_\_\_

(Corporate Surety)

\_\_\_\_\_  
Witness

The rate of premium on this bond is \$\_\_\_\_\_, per thousand

The total amount of premium charges is \$\_\_\_\_\_

**(The above is to be filled in by Surety Company.)**

.

Know All Men By These Presents, that we, \_\_\_\_\_  
of \_\_\_\_\_  
as Principal(hereinafter called the Principal)and \_\_\_\_\_  
a \_\_\_\_\_ as Surety {hereinafter called the Surety) are held and firmly bound  
unto \_\_\_\_\_ as Obligee, (hereinafter called the "Owner"), for the use and  
benefit of claimants as hereinafter defined, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States of America, for the payment of which Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has entered into a Construction Contract dated \_\_\_\_\_ with Owner for the construction of a Housing  
Project designated as \_\_\_\_\_ a copy of which Construction Contract is by reference made  
a part hereof; and is hereinafter referred to as the Contract.

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

1. A Claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above name Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety
- (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness as to Principal: \_\_\_\_\_ (Seal)  
(Principal)

By: \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_  
(Surety)

**PAYMENT BOND**

No. \_\_\_\_\_

**On Behalf of**

\_\_\_\_\_  
**To**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date** \_\_\_\_\_, 20 \_\_\_\_\_

**Expires** \_\_\_\_\_, 20 \_\_\_\_\_

# General Conditions for Construction Contracts - Public Housing Programs

**U.S. Department of Housing and Urban  
Development**  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

Public reporting burden for this collection of information is estimated to average 1.0 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. 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 a Contributions Terms and Conditions (ACC) to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

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

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

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

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

#### 4. Other Contracts

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

### Construction Requirements

#### 5. Preconstruction Conference and Notice to Proceed

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

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

#### 6. Construction Progress

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

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

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

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

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

## **8. Differing Site Conditions**

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

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

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

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

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

## **9. Specifications and Drawings for Construction**

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

promptly submitted to the Contracting Officer, who shall

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

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

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

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

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

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

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



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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting

approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

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

#### 12. Permits and Codes

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

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

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

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

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

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

### **14. Temporary Heating**

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

### **15. Availability and Use of Utility Services**

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

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

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

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

#### 17. Temporary Buildings and Transportation of Materials

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

#### 18. Clean Air and Water

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

#### 19. Energy Efficiency

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

#### 20. Inspection and Acceptance of

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

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the 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**

**22.** 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.

**23.** While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

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

## **22. Warranty of Title**

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

## **23. Warranty of Construction**

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

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

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

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

#### 26. Order of Provisions

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

#### 27. Payments

Retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 45 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

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

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

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

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

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

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of payments until completion and acceptance of all work under the contract; except, that if upon completion of fifty (50) percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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

### 30. Suspension of Work

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

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

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

### 31. Disputes

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

### 32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the

work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

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

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of\$     N/A     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

See Indemnity & Insurance Requirements which supersedes this section.

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



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

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

~~[Contracting Officer insert amount] per occurrence. (d)~~

- ~~(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.~~

- ~~(e) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.~~

### **37. Subcontracts**

- ~~(a) Definitions. As used in this contract—~~

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

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

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

### **39. Equal Employment Opportunity**

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

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race,

color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or

recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

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

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

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

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

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

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

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

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

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

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

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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

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

#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

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

##### ~~(a) Minimum Wages:~~

~~(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)~~

~~(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall~~

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

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

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

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

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

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

(2) ~~Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under~~



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

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

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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

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

#### **48. Procurement of Recovered Materials.**

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

**SUPPLEMENTARY CONDITIONS**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB # 25T-DV-122**

**1. BUSINESS LICENSE AND EQUIPMENT**

The Contractor agrees, warrants, and represents that it has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which the work is to be performed. The Contractor agrees, warrants, and represents that it will maintain all personnel and the equipment listed by Contractor in its bid in sufficient quantity and working order to timely perform all services required by this Contract.

**2. PERMITS, FEES, AND UTILITIES**

The Contractor shall secure and pay for all permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work, that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**3. DRUG FREE WORKPLACE**

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on the premises of CIHA, including all properties, premises, and work sites. Appropriate disciplinary actions, which may include termination, will be taken against CIHA employees, contractors, and subcontractors for violations of the prohibition.

"Controlled substance" for purposes of this statement means a controlled substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section B12), and as further defined by federal regulations (21 C.F.R., Sections 1300.11 through 15.)

The work to be performed under this contract requires that each employee directly engaged in the performance of work funded by CIHA shall abide by the terms of this statement and all related Federal Acts and shall notify CIHA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

**4. VALUE ENGINEERING**

Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals (VECP) voluntarily.

**5. COORDINATION WITH COOK INLET HOUSING AUTHORITY**

The term "Contracting Officer" shall mean Gabriel Layman, President / CEO for CIHA. For purposes of this Contract, CIHA's Project Manager, Shawn Holdridge will serve as the duly authorized representative of the Contracting Officer as Project Manager. Many times there will be changes to the contract documents in the form of an RFI response or a submittal response. Consistent with CIHA's contracting processes; CIHA Project Manager may approve these changes to the contract documents.

The Contractor shall consult with the Project Manager to ensure that all work by Contractor under this Contract meets CIHA's requirements. Neither the Contracting Officer, the Contract Administrator, nor the Project Manager shall be personally liable to Contractor for any act or omission in the performance of his/her duties under this Contract. Should the Project Manager change at any time the Contractor will be notified in writing of the new Project Manager.



## **6. JOBSITE SUPERINTENDENT**

Before starting work, the Contractor shall designate a competent authorized representative (also referred to as a "superintendent") to represent and act with full authority for the Contractor. The proposed superintendent's name, address, telephone number and qualifications shall be submitted in writing for approval to the Project Manager. The Contractor agrees that it will only utilize a superintendent expressly approved by the Owner. This requirement also applies to any proposed substitution of superintendents as well. Any proposed superintendent must have at least five (5) years of experience on similar size and type projects. This superintendent, or an assistant to the superintendent expressly approved of by the Owner, shall be present at the site of work at all times when work is actually in progress, and shall be responsible for full-time field supervision, coordination of subcontractors and suppliers, completion of the work and safety. The Contractor's superintendent shall be supported by competent assistants as necessary. All such assistants must also be expressly approved by the Project Manager. All requirements, instructions and other communications given to the superintendent, or his/her assistant, by the Project Manager shall be as binding as if given directly to the Contractor.

## **7. INCOMPLETE OR UNSATISFACTORY WORK, INCLUDING PUNCH LIST ITEMS**

Work found not to be in compliance with the Contract's requirements, including any and all unsatisfactory work and punch list items, shall be corrected within ten (10) calendar days of written notice to the Contractor, or a lesser time as the Owner may determine appropriate. If the Contractor fails to fully and satisfactorily correct all nonconforming or unsatisfactory work, or punch list items within the time allowed by the Owner, the Owner shall have the right, without declaring default, to offset from the Contract price an amount deemed appropriate by the Owner for curing such nonconforming or unsatisfactory work or punch list items. The Owner shall then have the right to complete the work in any manner it sees fit. This offset shall take the form of a unilateral change order and will appear as a deduction on the Contractor's next sequential Periodic Payment. Insufficient funds remaining for offset will result in a claim against the Contractor. This remedy, including the right of offset, is in addition to all other remedies available to the Owner under the Contract and law, and any decision by CIHA to exercise such a remedy shall not operate to extinguish, limit or in any way waive the Contractor's, and surety's obligations to faithfully and fully perform all other duties and responsibilities existing under the Contract, including all warranty obligations.

If the Owner requires the Contractor to work overtime, on weekends or on holidays in order to correct incomplete or nonconforming work, the Contractor must first notify the Owner in writing of the overtime schedule. If the Owner determines, in its sole discretion, that it is necessary to have CIHA staff present or on call during the Contractor's overtime, the Contractor shall reimburse the Owner for all of its costs for such supervision or on call status, including but not limited to labor costs for CIHA staff at time and a half the regular staff rate. Should the Contractor fail to reimburse the Owner by the next progress payment requested by the Contractor, the Owner may deduct such reimbursement from the Contractor's next progress payment. Insufficient funds remaining for offset will result in a claim against the Contractor.

## **8. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON THE ORIGINAL WORK**

Any and all costs associated with general requirements shall not exceed 15% of the direct costs associated with the Work.

Any and all profit plus overhead on the Work shall not exceed 15% of the costs associated with the Work. No profit and overhead shall be permitted on general requirement costs.

**9. ALLOWABLE GENERAL REQUIREMENT COSTS AND CONTRACTOR FEE (PROFIT AND OVERHEAD) ON CHANGE ORDERS AND EQUITABLE ADJUSTMENTS**

Any and all costs associated with general requirements permitted in the Form of Contract shall not exceed 15% of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit plus overhead permitted under the Form of Contract shall not exceed 15% of the costs associated with any change order or request for equitable adjustment. No profit and overhead shall be permitted on general requirement costs.

Equitable adjustments for deleted work shall include a credit for profit plus overhead and general requirements in the stipulated percentages above. On proposals covering both increases and decreases to the contract amount, the application of profit plus overhead and general requirements shall be on the net-change in the direct costs for the Contractor and subcontractor performing the work.

**10. WARRANTY**

The maintenance and warranty period commences at final acceptance of the installation. Final acceptance is granted only after a Substantial Completion inspection for a project area is requested by the Contractor and completed by the Owner, and the tasks of corrective action captured in the inspection punch-list are completed to the satisfaction of the Owner.

The date of Final Completion shall be established in a Memorandum of Acceptance signed by the Owner and Contractor and shall remain in effect for a one-year warranty period

**11. RETAINAGE**

The Owner shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract or until such time as the Owner determines that performance and progress are satisfactory.

**12. ADDITIONAL REQUIREMENTS**

- a) **Notice of Differing Site Conditions:** The Contractor shall promptly, and before the conditions are disturbed, give 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.
  - i) 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 (10) 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.
  - ii) 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.

- iii) 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.
- iv) The Contractor's obligation to give "prompt notice" of a differing site condition, as set forth above in 11.a, shall mean that the Contractor shall give written notice of the differing site condition to the Owner by hand delivery or email within twenty-four (24) hours of discovery.
- b) **Submittals:** The Contractor shall provide with each required submittal a certificate attesting that the products or materials to be provided are (1) currently and readily available, (2) not obsolete or discontinued, and (3) not to be discontinued or deleted from the supplier or manufacturer's stock within the next calendar year.
- c) **Change Orders:** Unless otherwise required, the Contractor shall, within seven (7) calendar days following receipt of a Request for Proposal (RFP) or Directive for changes in the Work submit in writing to the Project Manager a proposal for accomplishing such change or extra Work. The proposal shall set forth any increase or decrease in cost to the Owner in comparison to such cost had such change or extra work not been authorized. The proposal shall state the basis of compensation for all work in connection with any such changes or extra work. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract. If the facts justify it, after receipt of a written request from the Contractor within the seven (7) day period identified above, the Project Manager may extend the period for submission of the Contractor's proposal.

Sufficient detail shall be given in said proposal to permit thorough analysis of the proposal by the Project Manager. This detail must be provided regardless of the method used to determine the basis for compensation. Unless otherwise directed, the detail shall permit an analysis of all materials, labor, equipment and overhead costs as well as profit, and shall cover all Work involved in accomplishing the change, whether deleted, added or changed.

d) **Additional Basis for Default:**

- i. In addition to the requirements set forth in the AIA Form of Contract, the Owner may declare the Contractor to be in default in any situation where it determines that the Contractor has breached any provision of this Contract including, but not limited to, any of the following reasons:
  - (1) Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by the Owner.
  - (2) Failure of the Contractor to perform the work with sufficient labor, equipment, or material to ensure the timely completion of the work in accordance with the Contract's requirements.
  - (3) Unsatisfactory performance of the work.

- (4) Failure or refusal of the Contractor to remove material or remove and replace any work rejected as defective or unsatisfactory.
  - (5) Discontinuance of the work without approval by the Owner.
  - (6) Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by the Owner to do so.
  - (7) Insolvency or bankruptcy of the Contractor.
  - (8) Any assignment of this Contract by the Contractor for the benefit of creditors.
  - (9) Failure or refusal of the Contractor to, within ten (10) days of payment by the Owner, make payments or show cause why payment should not be made, of any amounts due by the Contractor for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered.
  - (10) Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property; or
  - (11) Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Project Manager determines to be incompetent, dishonest, careless, inexperienced in work he is responsible for performing, negligent or uncooperative.
- ii. The Owner may declare default and terminate the Contract, in whole or in part, for any reason set forth above or any other reason permitted under this Contract or by law, by providing written notice of such to the Contractor.
  - iii. Should the Owner declare default and terminate the Contract in whole or in part for any reason set forth in this Article, the Owner may, in addition to any other rights and remedies provided in this Contract, procure, upon such terms as it deems proper, services similar or identical to those terminated, and the Contractor or the Contractor's surety shall be liable to the Owner for all excess costs incurred by the Owner for obtaining such similar or identical work included within the terminated portion of the Contract. Such costs shall also include the Owner's additional administrative, procurement, and labor costs necessarily incurred.
  - iv. If the Contract is terminated for default the Owner may, in addition to any other rights and remedies provided in this Contract, require the Contractor to transfer title and deliver immediately, in a manner required by the Owner, such partially completed work, including where applicable, reports, working papers and other documents that the Contractor, or its agents or subcontractors, have produced or acquired in its performance of the Contract. Payment for partially completed work shall be made in an amount deemed reasonable and appropriate by the Owner. The Owner may withhold from such payment amounts deemed necessary by the Owner to offset additional costs or loss reasonably anticipated to occur.
  - v. The rights and remedies set forth in this Article are in addition to any and all other rights and remedies available to the Owner under this Contract and law.

- vi. The Owner's failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of the Owner's rights and remedies in the event of any breach of Contract, default or subsequent event of breach of Contract or default. Consent or notice by the Owner for one event may not be construed as consent or notice in the future.

**INDEMNITY AND INSURANCE REQUIREMENTS**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB #25T-DV-122**

**1. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold **Cook Inlet Housing Authority ("CIHA"), PJ33 Limited Partnership**, its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "**Indemnified Parties**") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by **Indemnified Parties**.
- B. Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by **Indemnified Parties** that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an **Indemnified Party** for any claim or loss that results from the sole negligence or willful misconduct of the **Indemnified Party**.
- C. In any and all claims against the **Indemnified Parties** by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- D. Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in **Indemnified Parties'** favor that are identical in scope as those assumed by Contractor under the terms of this Contract.
- E. The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

**2. INSURANCE**

- A. Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA.
- B. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by

Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

- C. Contractors' insurance shall name **CIHA and PJ33 Limited Partnership**, as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21.
- D. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the *A.M. Best Insurance Rating Guide*, most recent edition.

### 3. MINIMUM LIMITS OF LIABILITY

Contractor shall maintain with a company satisfactory to **CIHA** at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the Contract.

A. Worker's Compensation and Employers' Liability: Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against **CIHA and PJ33 Limited Partnership**.

- 1. Workers Compensation - Statutory limits
- 2. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits

B. Commercial General Liability Insurance: Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against **CIHA and PJ33 Limited Partnership**.

- 1. \$1,000,000 Each Occurrence
- 2. \$2,000,000 General Aggregate
- 3. \$2,000,000 Products/Completed Operations Aggregate
- 4. \$1,000,000 Personal and Advertising Injury
- 5. \$50,000 Fire Damage Legal Liability (any one fire)
- 6. \$5,000 Medical Expense (any one person)

The additional following provisions apply to the **Contractor**:

- a. Deductible: \$15,000 maximum per occurrence and stated on the ACORD Form.
- b. Aggregate: If the policy covers multiple locations, a per project aggregate limit is required and must be endorsed onto the policy, using ISO Endorsement CG 25 03, or its equivalent.
- c. Pollution: Pollution exclusion must specify that hostile fire or building heating equipment and products is not excluded.

- d. Additional Interests Coverage: To be provided under ISO Endorsement CG 20 10, or its equivalent, for the Additional Insureds listed in Section 7 below. Coverage is to apply on a primary non-contributory basis when coverage under other policies are available to the additional insureds, using CG 20 01, or its equivalent. If coverage is written on any other forms, copies must be attached.
- e. Construction Related Activities: Coverage shall not limit liability arising from construction related activities.
- f. Unacceptable Exclusions:
  - i. "Limitation of Coverage to Designated Premises or Project", ISO CG 21 44 07 98, or its equivalent; and
  - ii. Residential work exclusions or limitations, or subcontractor warranty provisions.
  - iii. Professional Liability exclusions are not to apply to bodily injury, personal injury or property damage.

C. Commercial Automobile Liability Insurance - Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against **CIHA and PJ33 Limited Partnership**. The additional following provisions apply to the **Contractor**:

- 1. Policy Form: ISO Business Auto form CA 00 01, or its equivalent.
- 2. Coverage to apply on a primary and non-contributory basis when other insurance is available to the additional insureds.

D. Umbrella/Excess Liability Coverage – Contractor shall provide coverage no less broad than the underlying Commercial General Liability, Vehicle, and Employers Liability policies required above, with limits of \$5,000,000 per occurrence and aggregate. Aggregates are to apply on a per project basis. If coverage is not following form, differences must be identified. Additional insureds: **CIHA and PJ33 Limited Partnership**. Coverage to apply on a primary and non-contributory basis when other insurance is available to the additional insureds.

E. Builder's Risk – 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.



#### 4. CANCELLATION, RENEWAL AND MODIFICATION

Contractor shall maintain in effect all insurance coverages required under the Contract at Contractor's sole expense and with insurance companies acceptable to CIHA. All policies shall contain a provision that coverage will not be modified, cancelled or not renewed until at least thirty (30) days prior written notice has been given to **CIHA and PJ33 Limited Partnership**. Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with and approved by CIHA prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the Contract, CIHA may purchase such coverage as desired for **Indemnified Parties'** benefit and charge the expense to Contractor or terminate the Contract for default.

#### 5. CONTINUATION OF COVERAGE

If any of the required liability insurance is on a claims made basis, "tail" coverage will be required at the completion of this contract for twelve (12) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twelve (12) months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for not less than twelve (12) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

#### 6. SUBCONTRACTORS

Contractor agrees that as part of any subcontract, Contractor shall require its subcontractors, including second tier and lower subcontractors, to provide assurance of compliance with all insurance provisions applicable to Contractor herein, including policy limits that are identical in scope to those required of Contractor, except as expressly modified by this Section 6, or as otherwise agreed in writing by **Contractor and CIHA and PJ33 Limited Partnership**. *Certificates of Insurance must be provided for all additional insureds.*

Minimum Umbrella/Excess Liability limits applicable to subcontractors, including second tier and lower subcontractors, shall be as follows:

<b><u>Contract Amount</u></b>	<b><u>Required Umbrella/Excess Liability Limit</u></b>
Under \$1,000,000	\$1,000,000
Over \$1,000,000	\$3,000,000

#### 7. ADDITIONAL INSURED and CERTIFICATE HOLDERS

Contractor's insurance shall name all entities below as Additional Insured, except for Worker's Compensation. Coverage shall apply on a primary non-contributory basis when other insurance is available to the additional insured. Certificates shall be issued with each entity indicated as a certificate holder.

NOTED: Spelling and punctuation of the **Additional Insured** names must be exactly as shown below:

<b>Owner:</b> PJ33 Limited Partnership c/o Cook Inlet Housing Authority 3510 Spenard Road Anchorage, Alaska 99503	<b>General Partner:</b> Cook Inlet Housing Authority 3510 Spenard Road, Suite 100 Anchorage, Alaska 99503
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## 8. ACORD CERTIFICATE OF INSURANCE FORM

1. Produce one certificate for each of the insured parties.
2. In the description, reference: **3600 Spenard Heat Conversion Project, 3600 Spenard Road, Anchorage Alaska**  
Certificates MUST state exactly: **"The certificate holder is an additional insured with primary and non-contributory status on the general liability and automobile policies. Waiver of Subrogation is provided in favor of the certificate holder under the general liability, automobile and workers compensation policies."**
3. Provide copies of all endorsements for additional insured and waiver of subrogation in addition to the certificate of insurance.
4. Make sure that the Certificate of Insurance:
  - a. identifies all NAIC#
  - b. The additional insured and subrogation waived columns are checked where applicable
  - c. All policy numbers are identified
  - d. All appropriate boxes checked.
  - e. Deductible amounts identified.
  - f. Description follows the language under #3 provided above.
  - g. Attach the appropriate endorsements or policy documents.

**SUMMARY OF WORK**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB # 25T-DV-122**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of Contract.
  - 3. Use of premises.
  - 4. Owner's occupancy requirements.
  - 5. Work restrictions.
  - 6. Specification formats and conventions.

**1.3 WORK COVERED BY CONTRACT DOCUMENTS**

- A. **Project Identification:** 3600 Spenard Heat Conversion
  - 1. Project Location: 3600 Spenard Road, Anchorage, AK
- B. **Owner:** Cook Inlet Housing Authority
  - 1. Owner's Representative: Shawn Holdridge, Director of Construction & Energy Sustainability
- C. **Engineer:** RSA Engineering, Inc.
- D. **The Work consists of the following:**

Respondents to this Invitation to Bid shall include all costs including labor, materials and equipment to remove the existing VRF water source heat pump and terminal equipment serving all three floors of the building and replace with fan coil units connected to existing boiler system as detailed in the Construction Documents, dated 05/09/2025. This project will be done in two (2) phases. Phase 1 will be for the first floor only and Phase 2 will be for floors 2 & 3. CIHA anticipates that Phase 1 will be done in 2025, and Phase 2 will be done in the Spring of 2026. Respondents to this bid shall also include:

- 1. The Contractor shall secure and pay for all permits, fees, licenses and inspections.
- 2. Adhere to all applicable manufacturer qualifications and certifications.

#### **1.4 TYPE OF CONTRACT**

- A. Project will be constructed under a single prime Contract.

#### **1.5 USE OF PREMISES**

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to those areas defined by the demolition and new construction limits set forth in the Summary of Work. The contractor is not to obstruct any means of egress. All work areas are to be clearly marked with temporary signage, and with prior approval direct personnel to alternate routes if at any time the work area is to be blocked. Barricades are to be installed, with prior approval, for all areas to be blocked from unauthorized personnel.
  - 2. Onsite Utilities and Facilities: For the sole purpose of executing the contract, the Contractor will be allowed limited usage of the onsite utilities and facilities, such as restrooms, water, and power. The contractor will be responsible for, making any repairs necessary to return modified or damaged systems to their original condition, and clean areas used or occupied by the Contractor outside of the contract limits daily. The Contractor will not be allowed to use onsite trash services or receptacles.
  - 3. Air Quality and Construction Debris: The Contractor is responsible for providing necessary means to mitigate and control all construction debris, airborne debris and fumes caused by construction activities. The Contractor is to provide and install air filters at all air return diffusers, utilize vacuum assisted sanding tools, and include other preventative measures to isolate and capture any construction debris from escaping the work area.
  - 4. Driveways and Entrances: Keep driveway loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### **1.6 OWNER & TENANT'S OCCUPANCY REQUIREMENTS**

- A. The Owner and tenants will occupy the premises during the entire construction period. Cooperate with Owner during construction operations to minimize conflicts. Perform the Work so as not to interfere with Owner and tenant operations. Maintain existing exits, unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, elevators and restrooms, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than seventy-two (72) hours' notice to Owner of activities that will affect Owner operations.

## **1.7 WORK RESTRICTIONS**

- A. On-Site Work Hours: Working hours are 8AM – 5PM, Monday – Friday. Coordinate with CIHA's project manager in advance if general contractors and/or subcontractors want to work weekends and/or hours outside of 8AM – 5PM.
  - 1. Weekend Hours: Coordinate with Owner's Representative.
  - 2. Early Morning Hours: Coordinate with Owner's Representative.
  - 3. Hours for Utility Shutdowns: Coordinate with Owner's Representative.
  
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner's Representative not less than seventy-two (72) hours in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's Representative prior written permission.

**PROJECT MANAGEMENT AND COORDINATION**  
**3600 SPENARD HEAT CONVERSION**  
**ITB #25T-DV-122**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures
  - 2. Coordination drawings
  - 3. Requests for Information (RFIs)
  - 4. Safety
  - 5. Project meetings
  - 6. Daily Construction Reports
  - 7. Schedule of Values
  - 8. Submittals Procedures
- B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to specific Contractors.
- C. Related Requirements:
  - 1. Section "Construction Progress Schedules" for preparing and submitting Contractor's construction schedule
  - 2. Section "Closeout Procedures" for coordinating closeout of the Contract.

**1.3 DEFINITIONS**

- A. RFI: Request from Owner, Project Manager, or Contractor seeking information required by or clarifications of the Contract Documents.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in temporary field office. Keep list current at all times.

## **1.5 GENERAL COORDINATION PROCEDURES**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installations, connections, and operations.

Each Contractor shall coordinate its construction operations with those of other Contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with other operations, included in different Sections, that depend on each other for proper installations, connections, and operations.

- 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and any other Contractor(s) if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule
  - 2. Preparation of the schedule of values
  - 3. Installation and removal of temporary facilities and controls
  - 4. Delivery and processing of submittals
  - 5. Progress meetings
  - 6. Pre-installation conferences
  - 7. Project closeout activities
  - 8. Startup and adjustment of systems

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## **1.6 REQUESTS FOR INFORMATION (RFIs)**

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form as approved by Owner's Representative.
  - 1. The Project Manager will return RFIs submitted to Project Manager by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's Work or Work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name
  - 2. Project number
  - 3. Date
  - 4. Name of Contractor
  - 5. Name of Project Manager
  - 6. RFI number, numbered sequentially
  - 7. RFI subject
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate
  - 10. Field dimensions and conditions, as appropriate
  - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature
  - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Contractor generated form with substantially the same content as indicated above, acceptable to the Owner's Representative.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Owner's Representative's Action: Owner's Representative will review each RFI, determine action required, and respond. Allow five (5) Working days for Owner's Representative to response to each RFI.



1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals
    - b. Requests for approval of substitutions
    - c. Requests for approval of Contractor's means and methods
    - d. Requests for coordination information already indicated in the Contract Documents
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Owner's Representative's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Owner's Representative's action may include a request for additional information, in which case, Owner's Representative's time for response will date from time of receipt of additional information.
  3. If requested information is available from careful study and comparison of Contract Documents, field conditions, other CIHA provided information, coordination drawings, or prior Project correspondence or documentation, Contractor shall reimburse CIHA for such costs that may be incurred by CIHA due to architect review costs.
  4. Owner's Representative's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section "Contract Modification".
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Project Manager in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Distribute an updated log at project meetings.
- Log shall include the following:
1. Project name
  2. Name and address of Contractor
  3. Name and address of Project Manager
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description
  6. Date the RFI was submitted
  7. Date Project Manager's response was received
- F. On receipt of Project Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Project Manager within five (5) days if Contractor disagrees with response. Contractor shall provide the following information:
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## **1.7 SAFETY**

- A. Contractor submission of project safety plan: CONTRACTOR shall, prior to commencement of the Work, submit to Owner, for Owner's information, a Project Safety Plan for the Work in accordance with the following:
1. An emergency management plan for a prompt and controlled response to any emergency with human injury, physical damage potential or fire risk. The plan must clearly state the actions that must be taken and the responsible parties.
  2. Emergency organizations to be contacted, telephone numbers, and the type of information they will need.
  3. Procedures to cover life threatening situations, first aid services and fire.
  4. Access of emergency vehicles to the site.
  5. Provision for an on-site emergency control center.
  6. Provisions for an emergency management team.
  7. A responsibility matrix that describes and names the responsibilities for implementation of the safety plan and emergency plan.
  8. A hazardous material abatement plan which provides for identification of hazardous materials, including the submission of Material Safety Data Sheet (MSDS), as required by Contract and by law.
  9. Provisions for storage of hazardous materials.
  10. A plan for disposal of hazardous wastes in accordance with all applicable federal, state, and local requirements.
  11. A plan for hazard identification and mitigation, personal protection, hazard assessments, and regulatory compliance.
- B. The Contractor shall hold weekly safety meetings with all Subcontractors and shall send a copy of the safety meeting minutes to the Owner with each pay application.

## **1.8 PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Project Manager of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to all attendees within five days of the meeting.
- B. Preconstruction Conference: Owner will schedule and conduct a preconstruction conference before starting construction.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner and Contractor shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule
    - b. Phasing
    - c. Critical Work sequencing and long-lead items
    - d. Designation of key personnel and their duties
    - e. Lines of communications
    - f. Procedures for processing field decisions and Change Orders
    - g. Procedures for RFIs
    - h. Procedures for testing and inspecting
    - i. Procedures for processing Applications for Payment
    - j. Distribution of the Contract Documents
    - k. Submittal procedures
    - l. Procedures for compliance reporting and submission
    - m. Use of the premises
    - n. Work restrictions
    - o. Working hours
    - p. Owner's occupancy requirements
    - q. Responsibility for temporary facilities and controls
    - r. Procedures for moisture and mold control
    - s. Procedures for disruptions and shutdowns
    - t. Construction waste management and recycling
    - u. Parking availability
    - v. Office, Work, and storage areas
    - w. Equipment deliveries and priorities
    - x. First aid
    - y. Security
    - z. Progress cleaning
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Project Manager, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities

- shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period
    - b. Review present and future needs of each entity present, including the following:
      - 1) Safety update
      - 2) As-Built progress to date
      - 3) Look ahead schedule
      - 4) Coordination of Work with Owner's own forces
      - 5) Status of submittals
      - 6) Deliveries
      - 7) Off-site fabrication
      - 8) Access
      - 9) Site utilization
      - 10) Temporary facilities and controls
      - 11) Progress cleaning
      - 12) Quality and Work standards
      - 13) Status of correction of deficient items
      - 14) Field observations
      - 15) Status of RFIs
      - 16) Status of proposal requests
      - 17) Pending changes
      - 18) Status of Change Orders
      - 19) Pending claims and disputes
      - 20) Documentation of information for payment requests
  4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

## **1.9 DAILY CONSTRUCTION REPORTS**

- A. Contractor shall be responsible for preparing a daily construction report, recording Information concerning events at the site. Contractor shall submit copies the Owner with each Pay Application. The daily construction reports shall include the following information:

1. List of All Subcontractors Onsite
2. Approximate count of personnel
3. List of equipment and/or specialized machinery
4. High and low temperatures and general weather conditions
5. Safety incidents
6. Formal meetings
7. Significant decisions
8. Unusual events (refer to special reports)
9. Stoppages, delays, shortages, and losses
10. Meter readings and similar recordings
11. Order and request of authorities having jurisdiction
12. Change Orders received and implemented
13. Construction Change Directives received
14. Utility services connected and disconnected
15. Equipment or system tests and startups
16. Partial completions and occupancies
17. Substantial completions authorized

## **2.0 SCHEDULE OF VALUES**

- A. The Contractor shall submit a Schedule of Values, the sum of which is equal to the total Contract Price. The Schedule of Values shall serve as a basis for calculating progress payments during construction and shall be presented in such detail to allow CIHA's Representative to accurately verify the amount and value of Work completed as defined in the Contractor's Progress Payment Request. The Schedule of Values shall correspond to activities on the Construction Schedule as defined in the Construction Progress Schedules section.

1. The Schedule of Values, to the extent approved shall be submitted in tabular and computerformat as part of the construction schedule submittals following CSI format.
2. The Schedule of Values must be reviewed and accepted by the Owner as the basis of calculating progress payments. If, in the opinion of the Owner, the Schedule of Values is deemed incorrect, the Contractor shall present documentation substantiating the proposed values. If, in the opinion of the Owner, the Schedule of Values lacks sufficient detail to calculate progress payments, the Contractor shall submit additional detail as requested. Progress payment subsequent to the required submission date for the Construction Schedule shall be withheld until the Owner has accepted the Construction Schedule.

3. Job site overhead expenses shall be assigned (e.g., prorate supervision expenses, temporary utilities, small tools, etc.) to the activities whose start and finish dates are consistent with the actual disbursement of the expenses or over the total period of the job. Cost of bonds, insurance, schedule, etc., shall be assigned to appropriate mobilization activities.
4. Each cost category listed below and the total cost assigned to each activity should be considered in the schedule of values.

General Requirements (MAX 15%)

Labor

Equipment

Material

Subcontractor

Overhead and Profit (MAX 15%)

Total Cost

5. Contractor's Schedule of Values must include line items for "Overhead and Profit" and "General Conditions." The amount allocated for General Conditions cannot exceed 15% of the total Contract price. The amount allocated for Overhead and Profit cannot exceed 15% of the total Contract price. No Overhead and Profit on General Requirements. (See Supplementary Conditions)

**CONSTRUCTION PROGRESS SCHEDULES**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB #25T-DV-122**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule
  - 2. Submittal Register
  - 3. Daily Construction Reports

**1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path, which must start and finish on the planned early start and finish times.
  - 2. Immediate predecessor activity is an activity that must be completed before a follow-on activity can be started.
- B. Critical Path: The longest connected chain of interdependent activities through the Work schedule that establishes the minimum overall project duration and contains no float.
- C. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either owner or Contractor, but is a jointly owned, expiring project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- D. Milestone: A key or critical point in time for reference or measurement.

**1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. General: The Contractor will be responsible for scheduling, tracking, and reporting the progress of the Work on a construction schedule. Use of a computer scheduling software is required. This schedule shall be prepared and presented using the latest version of "Microsoft Project" and in PDF version.
- B. The schedule will be used by CIHA to evaluate progress of the Work throughout the project, allocate funds for the Schedule of Values, determine the impact of any changes to the Contract, and establish the basis for progress payments. The schedule shall include and show the following minimum information:
  - 1. the date Notice to Proceed is issued, and;

2. that all Work is completed no later than the last day of the Contract Period, measured in continuous days from date of Notice to Proceed, and;
  3. each separate Contract pay item as a Work Activity, including its duration, cost, and immediate predecessor relationship to other activities, and;
  4. all Contract milestones, and;
  5. the "Critical Path(s)" with Critical Path Activities highlighted or otherwise clearly identified, and;
  6. Work that will be done with Owner's Workforce.
- C. Work Breakdown Structure (WBS): The contents of the schedules shall be organized, generally, according to a WBS established by CIHA (Attachment 'A').
- D. Schedule Submissions: The Contractor shall submit electronic copies of project schedules to CIHA, as follows:
1. Project "Baseline" Schedule: The Contractor shall submit a detailed project schedule within ten (10) days after Notice of Award (NOA). This detailed schedule shall be established as the official project "baseline" schedule after it has been reviewed and approved by CIHA.
  2. Pay Requests: The Contractor shall submit a schedule update with each pay request, current as of the day of the pay request.
- E. Project Baseline Schedule:
1. NOTE: The Contractor shall not mobilize to the site of Work until the review and approval of the project baseline schedule has been completed.
  2. CIHA will evaluate and review the Contractor's proposed project baseline schedule within five (5) Working days of submission. The Contractor shall incorporate any comments noted by CIHA and reissue a revised version of the detailed schedule within five (5) Working days of this review. This process shall continue until a detailed project baseline schedule acceptable to CIHA has been submitted. In the event that resubmission of proposed schedules is required to meet the requirements of this Section, such required resubmission shall not be used as a basis for delay claims by Contractor. Once approved, this schedule shall become the official project "baseline" schedule and thereafter shall become the baseline for measuring Contractor's compliance with Contract schedule requirements.
  3. CIHA may reject any proposed project schedule or report that fails to reflect timely completion of the Work, intermediate Contract milestone dates or otherwise indicates unrealistic schedule performance. CIHA may, without incurring any liability, reduce the Contract period if the Contractor proposes a baseline schedule utilizing less time than allowed in the Contract.
  4. CIHA acceptance and approval of the Contractor's project baseline schedule does not constitute a warranty of its feasibility, suitability or reasonableness.
- F. Monthly Schedule Updates:
1. The Contractor will continuously monitor its progress against the approved project baseline schedule and will prepare and submit monthly updates showing actual progress against the baseline schedule.
  2. Monthly updates will show the current status of all Work. This includes original Work shown on the baseline schedule, additional Work included by change order, and changes in logic, e.g., splitting one activity into two separate activities.



**ATTACHMENT A**  
**WORK BREAKDOWN STRUCTURE (WBS)**

- Notice to Proceed
- Baseline Schedule (Submission/Review/Approval)
- Mobilization
- Construction Work Activities (all)
- Inspections
- Punch List/Cleanup
- Demobilization
- Warranty Period

For projects entailing more than one building structure, the above WBS should be applied to each building or unit.

**PRODUCT REQUIREMENTS**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB #25T-DV-122**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

- B. Related Requirements:

- 1. Section "References" for applicable industry standards for products specified.

**1.3 DEFINITIONS**

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend the time limit provided by manufacturer's warranty or to provide more rights for Owner.

#### **1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Contractor is responsible for delivering, storing, and handling products using means and methods that will prevent damage, deterioration, and loss, including theft of all Contractor and Owner provided materials. Comply with the manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Material Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 6. Protect stored products from damage and liquids from freezing.
  - 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.
  - 8. All Requests for Payments for Stored Materials must be accompanied with:
    - 1) Certificates of Insurance for storage facility naming General Contractor as Additional Insured (if materials are stored offsite).
    - 2) Pictures of all Stored Materials purchased and insured
    - 3) Invoices/Receipts for all material purchased and billed for to date
    - 4) If material has moved, ensure Owner is notified and has received updated certificates of insurance.

## **1.5 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Project Manager will determine which products shall be used.

## **1.6 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section "Closeout Procedures".

## **PART 2 – PRODUCTS**

### **2.1 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Project Manager will make selection.

5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product:
  - a. Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source:
  - b. Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product:
  - c. Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named

manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Project Manager's sample", provide a product that complies with requirements and matches Project Manager's sample. Project Manager's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements submit available samples to the Project Manager.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Project Manager from manufacturer's full range" or similar phrase, select a product that complies with requirements. Project Manager will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## **2.2 PRODUCT SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Project Manager/Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Project Manager will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Owner will consider requests for substitution if received within thirty (30) days after the Notice to Proceed. Requests received after that time may be considered or rejected at the discretion of the Owner.

1. Conditions: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Design Team for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - b. Requested substitution does not require extensive revisions to the Contract Documents.
  - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - d. Substitution request is fully documented and properly submitted.
  - e. Requested substitution will not adversely affect Contractor's construction schedule.
  - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - g. Requested substitution is compatible with other portions of the Work.
  - h. Requested substitution has been coordinated with other portions of the Work.
  - i. Requested substitution provides specified warranty.
  - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
2. Costs for Review of Substitution; Alternative Sequence; Method of Construction Request: Should a Contractor-proposed substitution or alternative sequence or method of construction require investigation by the Owner and/or the Design Team, Contractor shall pay for such services of Owner, Design Team and/or other responsible design professionals for researching and reporting on proposed substitutions or alternative sequence and method of construction. Contractor shall pay such fees whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by the Owner.

## **2.3 COMPARABLE PRODUCTS**

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
  1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that the proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of Project Managers and owners, if requested.
5. Samples, if requested.



**REFERENCES**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB # 25T-DV-122**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Regulatory Requirements: Comply with current applicable laws, ordinances, codes and regulations.
1. Accessibility: Comply with following:
    - a. Architectural Barriers Act of 1968 as amended (42 USC 4152-4157), HUD implementing regulations (24 CFR Part 40), and Uniform Federal Accessibility Standards (UFAS).
    - b. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations 24 CFR Part 8.
    - c. Fair Housing Accessibility Guidelines (24 CFR Chapter 1).
  2. Recoverable Materials: Comply with Resource Conservation and Recovery Act (RCRA), Section 6002 and EPA Guidelines.
- B. Reference Standards: For products or workmanship specified by reference to association, trade, or Federal Standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
1. No provision of any referenced standard specification OF the provisions or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change duties and responsibilities of CIHA or Contractor or any of their consultants, agents or employees from those set forth in Contract Documents, nor shall it be effective to assign to Contracting Officer any duty or authority to supervise or direct furnishing or performance of Work or any duty or authority to undertake responsibilities contrary to provisions of General Conditions.
    - a. Where wording of referenced standard is permissive, or where requirements of more than one reference standard apply, provide under more restrictive requirement.
    - b. Comply with recommendations of referenced standards even though they are not mandatory in standard.
  2. Detailed Requirements: Be familiar with and verify detailed requirements of referenced standards to verify that items and their installation provided under Work of this Contract meet or exceed standard's requirements.
    - a. Notify CIHA of any conflicts between referenced standards and requirements specified in Specifications or indicated on Drawings before proceeding with work.
    - b. Tolerances: Tolerances may vary from standards of different sections. Make adjustments necessary to assure proper fitting of different elements. Tolerances may be plus or minus as indicated but in sum shall be compensating, not cumulative.
  3. Effective Date: Date of referenced standard is that in effect as of documents

date except when specific date is specified or when standard is part of applicable code which includes edition date.

4. Copies: When required by individual sections, obtain a copy of referenced standard. Maintain copy at job site during work.
- C. Certificates: When required by Contract Documents, or when requested in writing by CIHA, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.
- D. Labels: Where labels indicating certification are specified, deliver and install products with labels intact. Do not remove labels.

### **1.3 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### **1.4 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
  - 1. Minimum Quantity or Quality Levels. The quantity level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available upon request.

## 1.5 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
  - 8. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  - 10. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  - 11. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  - 12. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).

13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
14. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
15. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
16. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
17. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
18. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
19. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
20. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
21. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
22. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
23. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
24. API - American Petroleum Institute; [www.api.org](http://www.api.org).
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
28. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
31. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
32. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
33. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
34. ASTM - ASTM International; (American Society for Testing and Materials International); [www.astm.org](http://www.astm.org).
35. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
36. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
37. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); [www.awpa.com](http://www.awpa.com).
40. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
41. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
42. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
43. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
44. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.com](http://www.bifma.com).
46. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
47. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bwfbadminton.org](http://www.bwfbadminton.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
51. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).

52. CFFA - Chemical Fabrics & Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
53. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
54. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
55. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
56. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
57. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
58. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
59. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
60. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
61. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
62. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
63. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
64. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
65. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
70. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
71. ECA - Electronic Components Association; [www.ec-central.org](http://www.ec-central.org).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
75. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
76. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
81. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
82. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarooft.com](http://www.floridarooft.com).
84. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
85. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
86. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
87. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
88. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
89. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
93. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).

94. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
95. IAS - International Approval Services; (See CSA).
96. ICBO - International Conference of Building Officials; (See ICC).
97. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
98. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
99. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
100. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
101. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
102. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
103. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
104. IESNA - Illuminating Engineering Society of North America; (See IES).
105. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
106. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
107. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
108. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
109. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
110. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
111. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
112. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
113. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
114. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
115. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
116. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
117. LMA - Laminating Materials Association; (See CPA).
118. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
119. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
120. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
121. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
122. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
123. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
124. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
125. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); [www.wmmpa.com](http://www.wmmpa.com).
126. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
127. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
128. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
129. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
130. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
131. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
132. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
133. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).

134. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
135. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
136. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
137. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
138. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
139. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
140. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
141. NFPA - NFPA; (National Fire Protection Association); [www.nfpa.org](http://www.nfpa.org).
142. NFPA - NFPA International; (See NFPA).
143. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
144. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
145. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
146. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
147. NOMMA – National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
148. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
149. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
150. NSF - NSF International; (National Sanitation Foundation International); [www.nsf.org](http://www.nsf.org).
151. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
152. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
153. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
154. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
155. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
156. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
157. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
158. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
159. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
160. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
161. SAE - SAE International; (Society of Automotive Engineers); [www.sae.org](http://www.sae.org).
162. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
163. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
164. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
165. SEFA - Scientific Equipment and Furniture Association; [www.sefalabs.com](http://www.sefalabs.com).
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
167. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
168. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
169. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
171. SMPTE - Society of Motion Picture and Television Engineers; [www.smppte.org](http://www.smppte.org).
172. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
173. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
174. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
175. SRCC - Solar Rating and Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
176. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
177. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
178. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
179. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).

180. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
181. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
182. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); [www.tileusa.com](http://www.tileusa.com).
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
184. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
185. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
186. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
187. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
188. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
189. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
190. UBC - Uniform Building Code; (See ICC).
191. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
192. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
193. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
194. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
195. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
196. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
197. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
198. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
199. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
200. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); [www.wicnet.org](http://www.wicnet.org).
201. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
202. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
203. WPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; <http://dodssp.daps.dla.mil>.



5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov](http://www.gpo.gov).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <http://eetd.lbl.gov>.
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeia; [www.usp.org](http://www.usp.org).
19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
  - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
  - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF - State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
2. CCR - California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
3. CDHS - California Department of Health Services; (See CDPH).
4. CDPH - California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
5. CPUC - California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
6. SCAQMD - South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
7. TFS - Texas Forest Service; Forest Resource Development and Sustainable Forestry; <http://txforests-service.tamu.edu>.

**CLOSEOUT PROCEDURES**  
**3600 SPENARD HEAT CONVERSION PROJECT**  
**ITB #25T-DV-122**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures
  - 2. Final completion procedures
  - 3. Warranties
  - 4. Final cleaning
  - 5. Repair of the Work

**1.3 ACTION SUBMITTALS**

- A. Product Data: For cleaning agents
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion
- C. Certified List of Incomplete Items: Final submittal at Final Completion

**1.4 CLOSEOUT SUBMITTALS**

- A. Certificate of Insurance: For continuing coverage
- B. A copy all safety and construction meeting minutes
- C. Executed Memorandum of Acceptance
- D. Executed Contractor's Certificate and Release
- E. Executed Final Release of Liens

**1.5 MAINTENANCE MATERIAL SUBMITTALS**

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

**1.6 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Occupancy: Obtain and submit Certificates of Occupancy and/or Conditional Certification of Occupancy from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Sections, including project record documents, operation and maintenance manuals, construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
  5. Submit test/adjust/balance records.
  6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Complete startup and testing of systems and equipment.
  3. Perform preventive maintenance on equipment used prior to Substantial Completion.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  5. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  7. Complete final cleaning requirements, including touchup painting.
  8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner/Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items,

either on Contractor's list or additional items identified by Owner/Project Manager, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

## **1.7 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  1. Submit a final Application for Payment.
  2. Certified List of Incomplete Items: Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner/Project Manager. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner/Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## **1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name
    - b. Date
    - c. Name of Project Manager
    - d. Name of Contractor
    - e. Page number
  4. Submit list of incomplete items in the following format:
    - a. PDF electronic file

## **1.9 TRAINING**

- A. Contractor shall provide Owner training on any system that includes manufacturer recommended training.
- B. Owner's personnel will provide up to four hours of tenant training at time of COO. Training will cover the following:
  - 1. Operation procedures and preventative maintenance instructions for all mechanical and electrical systems.

## **1.10 SUBMITTAL OF PROJECT WARRANTIES, OPERATION & MAINTENANCE MANUALS AND ASBUILTS**

- A. Time of Submittal: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. On advice of Owner's legal counsel, revise "Partial Occupancy" Paragraph below to suit Project. Sometimes, extended warranties may be necessary.
- C. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- D. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- E. Organize and label closeout documents in an orderly sequence based on the disciplines.
  - 1. Bind documents, product data, parts, replacement, cleaning & care instructions in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate section/discipline. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "Operation & Maintenance Manuals with Warranties," Project name, and name of Contractor.
    - a. Provide two (2) paper copies and one (1) electronic PDF copy on a USB Flash Drive in the following format:
      - 1) Organized and labeled by discipline/division.
      - 2) Label all equipment used; make & model.
    - b. Provide Full size (22"x34") field redline Asbuilt drawings that incorporated all changes including but not limited to: RFI's, Change Orders and field directives in both hard copy and electronic PDF copy on a USB flash drive.
      - 1) Electronic copy shall be provided on a USB Flash Drive.
  - 4. Retain "Warranty Electronic File" Subparagraph below and paper copy documents if required by Owner. Indexing requirement below can be performed automatically using PDF publishing software.
- E. Copies of each warranty to be included in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. Remove snow and ice to provide safe access to building.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - i. Remove labels that are not permanent.
    - j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

- l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- m. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- o. Leave Project clean and ready for company.

### **3.2 REPAIR OF THE WORK**

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.