

## **Invitation to Bid**

The Rochester Housing Authority, Rochester, New York, will receive sealed bids for **Renovations to the 10<sup>th</sup> Floor-Lake Tower, (1 prime) General Contractor,**

in connection with the **Above Project, NY-41-13 at Lake Tower, 321 Lake Avenue, in the City of Rochester, New York UNTIL:**

**Tuesday, May 5, 2026 @ 11:00 a.m.** at its Procurement Office, 495 Upper Falls Blvd., Rochester, New York, at which time and place all bids will be publicly opened and read aloud.

**There will be a walk through at Lake Tower on Tuesday, April 14, 2026, at 11:00 am. Meet in the Lobby area on the Fulton Avenue side of the building**

Plans and specifications may be obtained from the RHA website [www.rochesterhousing.org](http://www.rochesterhousing.org) and The Builders Exchange at [www.robex.com](http://www.robex.com) after registering your request beginning **Monday, April 6, 2026.**

Bids will not be accepted unless the documents have been obtained under the name of the bidding party and all other bid requirements, as identified here, are met. Bids must include all required documentation, bid security and addendum(s).

The contact person (s) is/are **mwolfe@rochesterhousing.org**

A satisfactory Bid Bond executed by the Bidder and an acceptable surety company listed on US Treasury Circular 570, in an amount equal to five percent (5%) of the bid shall be submitted with each bid in excess of One Hundred Thousand Dollars (\$100,000).

**For all construction contracts exceeding \$100,000, the successful bidder shall be required to furnish and pay for a Performance Bond & a Payment Bond each for 100% of the contract price (Surety company must be listed on the US Treasury Circular 570 as a certified company)**

The Rochester Housing Authority reserves the right to reject any or all bids for any reason or to waive any informalities in the bidding included but not limited to:

- All received bids exceed the budgeted amount for this project.
- Submitted bids that are unreasonably low for the project scope based on RHA *determination of responsibility.*

No bids shall be withdrawn for a period of ninety (90) days after bid opening without the express consent of the Rochester Housing Authority.

Rochester Housing Authority



To: All Contractors

**All bids that are submitted to RHA must include completely filled out bid forms.**

What does this consist of?

- a. Bid Proposal form must be completed with any unit prices and alternates
- b. Schedule of Amounts for Contract Payments (HUD-51000)
- c. Previous Participation Certification (HUD-2530) for jobs over \$50,000.00-completed
- d. Acknowledgment of Principal – **Notarized**
- e. Affidavit - **Notarized**
- f. Representations, Certifications, and Other Statements of Bidders (HUD-5369A) must be fully filled out completely
- g. 5% Bid Security for all bids over \$100,000
- h. If Applicable, Acknowledgment of receipt of Addendum(s). Signed cover page(s) of all addendum(s) pertaining to this project **must** be included with bid submission.
- i. Section 3 Vendor Commitment form. **MUST be included in your bid submission.**

(Note: All Notary stamps/signatures MUST be originals, not photocopies)

**Failure to include the above items in your bid may render the bid non-responsive.**

**If you have any questions on the above paperwork or require any clarification, please contact [mwolfe@rochesterhousing.org](mailto:mwolfe@rochesterhousing.org)**

**PROPOSAL FORM**  
**Renovations to the 10<sup>th</sup> floor-Lake Tower**

PROJECT NY 41-13

Date: May 5, 2026

Rochester Housing Authority  
495 Upper Falls Blvd.  
Rochester, New York 14605

Contractors:

The undersigned, having become familiar with the Contract Documents including all addenda (No's \_\_\_\_\_), the requirements necessary to provide, perform and/or supply as necessary the work, materials, supplies or equipment as either solicited or advertised and further having visited the site of the project to ascertain all local conditions affecting the cost of the work, material, supplies or equipment, hereby proposes to furnish all the labor, materials, tools, supplies, equipment and all other incidental items necessary to complete the work or deliver in first class condition supplies and/or equipment, including insurance and taxes, and to do and perform all things as required in the specifications, all in accordance with the Contract Documents, TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF, for the total sum of;

\_\_\_\_\_ and /100 dollars  
(\$ \_\_\_\_\_)

If unit prices are noted for additional work or work that may be required in conjunction with this contract the unit prices will then become part of this proposal.

<u>Unit Prices</u>	<u>DEDUCT Alternates</u>
N/A	N/A
\$ _____	\$ _____

The undersigned further agrees to complete the entire work to the satisfaction of the Rochester Housing Authority, and in strict conformance with the Drawings, Specifications and the Contract Documents within **\*\*120** calendar days subsequent to the date upon which work hereunder is to commence as set forth in the Notice and Order to Proceed, and that Liquidated Damages may be assessed by the Authority as per the "Schedule of Liquidated Damages" for each calendar day of delay beyond the completion date as established in the Notice and Order to Proceed. The Notice and Order to Proceed will commence on the day of the Pre-Construction Conference, and/or Purchase Order is given to the Contractor/unless a specific date is in the Special Conditions in the bid package.

\_\_\_\_\_  
(Bidder)

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

\_\_\_\_\_  
(City State Zip)

\_\_\_\_\_  
(Signature & Title)

**Schedule of Amounts for  
Contract Payments**

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

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

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

Public reporting burden for the collection of this information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. Construction practices and HUD administrative requirements establish the need that HA's maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name & Location:		Example Project						
Name, Address, and Zip Code of Contractor						Project Number	xxxxx	
Nature of Contract:		Example Project				Contract Number	xxxxx	
Approved for Contractor by				Title:		Date		
Approved for Architect by				Title:		Date		
Approved by Owner by				Title:		Date		
Item No (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal (7)		
2	<b>General Conditions (5%maximum)</b>	1	lump sum	10.00	10.00	<b>10.00</b>		
3	<b>Demo &amp; Clearing</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		
	sub-item	Materials	1	each	100.00	100.00		
14	<b>Masonry</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		
	sub-item	Materials	1	each	100.00	100.00		
19	<b>Sheet Metal</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		
	sub-item	Materials	1	each	100.00	100.00		
22	<b>Caulking</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		
	sub-item	Materials	1	each	100.00	100.00		
24	<b>Lath &amp; Plastering - Drywall</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		
	sub-item	Materials	1	each	100.00	100.00		
26	<b>Finish Carpentry</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		
	sub-item	Materials	1	each	100.00	100.00		
32	<b>Floors</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		
	sub-item	Materials	1	each	100.00	100.00		
33	<b>Painting &amp; Decorating</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		
	sub-item	Materials	1	each	100.00	100.00		
35	<b>Plumbing</b>						<b>450.00</b>	
	sub-item	Labor	10.00	hours	35.00	350.00		

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	sub-item	Materials	1	each	100.00	100.00	
<b>37</b>	<b>Ventilating System</b>						<b>450.00</b>
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
<b>38</b>	<b>Electrical</b>						<b>450.00</b>
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
<b>43</b>	<b>Other</b>						<b>450.00</b>
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
<b>57</b>	<b>Shades &amp; Drapery Rods</b>						<b>450.00</b>
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
<b>60</b>	<b>Kitchen Cabinets</b>						<b>450.00</b>
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
<b>63</b>	<b>Punch List</b>						<b>450.00</b>
		Labor	10	hours	35.00	350.00	
		Materials	1	each	100.00	100.00	
	<b>Permits</b>						<b>10.00</b>
	<b>Overhead</b>						<b>10.00</b>
	<b>Profit</b>						<b>10.00</b>
	<b>Total Amount of Contract or Carried Forward</b>						<b>\$6,760.00</b>

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

Signature of authorized representative

Date signed (mm/dd/yyyy)

X

form HUD-51000 (7/97)

Previous editions are obsolete

ref Handbooks 7417.1 and 7485.1

**Master List of Items**

Item NO. Division of Work

- 1 Bond
- 2 General Conditions (1)
- 3 Demolition & Clearing

**Structures**

- 4 General Excavation

Item NO. Division of Work

- 20 Rough Carpentry
- 21 Metal Bucks
- 22 Caulking
- 23 Weatherstripping
- 24 Lath & Plaster-Drywall

- 25 Stucco

**Site Improvements**

- Retaining Walls
- Storm Sewers
- Sanitary Sewers
- Water Distribution System

**Schedule of Amounts for  
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**U.S. Department of Housing and Urban  
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Office of Public and Indian Housing**

OMB Approval No. 2577-0157  
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5	Footing Excavation	26	Finish Carpentry	Gas Distribution System
6	Backfill	27	Finish Hardware	Electrical Distribution System
7	Foundation Piles & Caissons	28	Glass & Glazing	Street & Yard lighting
8	Concrete Foundations	29	Metal Doors	Fire & Police Alarm System
9	Concrete Superstructures	30	Metal Base & Trim	Fire Protection System
10	Reinforced Steel	31	Toilet Partitions	Street Work
11	Waterproofing & Dampproofing	32	Floors	Yard Work
12	Spandrel Waterproofing	33	Painting & Decorating	(Other)
13	Structural Steel	34	Screens	(Other)
14	Masonry	35	Plumbing	
15	Stonework	36	Heating	
16	Miscellaneous & Ornamental Metal	37	Ventilating System	<b>Equipment</b>
17	Metal Windows	38	Electrical	Shade & Drapery Rods
18	Roofing	39	Elevators	Ranges
19	Sheet Metal	40	Elevator Enclosures-Metal	Refrigerators
				Kitchen Cabinets & Work
		41	Incinerators-Masonry & Parts	Tables
		42	(Other)	Laundry Equipment
		43	(Other)	(Other)
				Punch List (2)
				Lawns & Plantings
1	General Conditions should be 3% to 5% of contract amount.			
2	Punch List should be approximately 1/2 of 1% or \$30.00 per dwelling unit whichever is greater.			

**Previous editions are obsolete**

form HUD-51000 (4/20)  
ref Capital Fund Guidebook

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

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Project Name & Location:	Lake Tower 10th Floor Reconstruction		
Name, Address, and Zip Code of Contractor		Project Number	41-13
Nature of Contract:	Construction	Contract Number	365485
Approved for Contractor by		Title:	Date:
Approved for Architect by		Title:	Date:
Approved by Owner by		Title:	Date:

Item No (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal (7)
<b>1</b>	<b>Bond</b>					
	sub-item Labor		hours			
	sub-item Materials		each			
<b>2</b>	<b>General Conditions</b>					
	sub-item Labor		hours			
	sub-item Materials		each			
<b>13</b>	<b>Structural Steel</b>					
	sub-item Labor		hours			
	sub-item Materials		each			
<b>16</b>	<b>Railings</b>					
	sub-item Labor		hours			
	sub-item Materials		each			
<b>20</b>	<b>Rough Carpentry</b>					
	sub-item Labor		hours			
	sub-item Materials		each			
<b>22</b>	<b>Caulking</b>					
	sub-item Labor		hours			
	sub-item Materials		each			
<b>24</b>	<b>Lath Plaster &amp; Drywall</b>					
	sub-item Labor		hours			
	sub-item Materials		each			
<b>27</b>	<b>Finish Hardware</b>					
	sub-item Labor		hours			
	sub-item Materials		each			
<b>29</b>	<b>Metal Doors</b>					
	sub-item Labor		hours			
	sub-item Materials		each			

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<b>32</b>	<b>Floors</b>						
	sub-item	Labor		hours			
	sub-item	Materials		each			
<b>33</b>	<b>Painting and Decorating</b>						
	sub-item	Labor		hours			
	sub-item	Materials		each			
<b>38</b>	<b>Electrical</b>						
	sub-item	Labor		hours			
	sub-item	Materials		each			
<b>55</b>	<b>Ceilings</b>						
	sub-item	Labor		hours			
	sub-item	Materials		each			
<b>63</b>	<b>Punch List</b>						
		Labor		hours			
		Materials		each			
	<b>Permits</b>						
	<b>Overhead</b>						
	<b>Profit</b>						
	<b>Total Amount of Contract or Carried Forward</b>						

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

**Signature of authorized representative**

Date signed (mm/dd/yyyy)

X

form HUD-51000 (7/97)

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**Master List of Items**

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

- 1 General Conditions should be 3% to 5% of contract amount.
- 2 Punch List should be approximately 1/2 of 1% or \$30.00 per dwelling unit whichever is greater.

**Previous editions are obsolete**

form HUD-51000 (4/20)  
ref Capital Fund Guidebook

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

**US Department of Agriculture**  
Farmers Home Administration

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

**7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %**

Name and address ( Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
  2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
    - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
    - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
    - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
    - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
    - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
    - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
    - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  3. All the names of the controlling participants who propose to participate in this project are listed above.
  4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
  5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
  6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
  7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
  8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

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

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation <b>Yes No If yes, explain</b>		6. Last MOR rating and Physical Insp. Score and date	

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)	
Staff	Processing and Control		
Signature of authorized reviewer	Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

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

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

**Purpose:** This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

*HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.*

*Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.*

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

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**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

**PRA Statement:** The public reporting burden is estimated at 3 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.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

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The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

If the business owned by the individual or partnership is conducted under a trade or assumed name, a certified copy of doing business under an assumed name should be annexed.

**Acknowledgment of Principal, if a Corporation**

State of \_\_\_\_\_ ) S.S.  
County of \_\_\_\_\_ )  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me personally appeared \_\_\_\_\_ To me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ The corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the director of said corporation and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Notary Public

**Acknowledgment of Principal, if a Partnership**

State of \_\_\_\_\_ ) S.S.  
County of \_\_\_\_\_ )  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me personally appeared \_\_\_\_\_ To me known and known to me to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act of said firm.

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Notary Public

**Acknowledgment of Principal, if an Individual**

State of \_\_\_\_\_ ) S.S.  
County of \_\_\_\_\_ )  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me personally appeared \_\_\_\_\_ To me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Notary Public

If bidder is a firm, state here the name and residence of each member thereof.

**Name of Partners**

**Residence Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Affidavit of Non-Collusion**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) S.S.  
City of \_\_\_\_\_ )

\_\_\_\_\_ Being first duly sworn deposes and says: that he/she is \_\_\_\_\_  
(Printed Name) (Title)

of \_\_\_\_\_ the party making the foregoing proposal or bid, that such bid is  
(Company Name)  
genuine and not collusive or sham that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bid, bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly, or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price of afficant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any bidder or to secure any advantage against the Rochester Housing Authority or any person interested in the proposed contract and that all statements contained in said proposal or bid are true.

Each bidder that contacts the Rochester Housing Authority (RHA) during the restricted period of a proposal or bid shall only make contact with the individuals stated in the bidding paperwork provided by RHA or contact those referred to by an individual stated in the RHA bidding paperwork. Contact to any other employee, officer, or member of the RHA regarding a bid or proposal during the restricted period is in violation of New York State – State Finance Laws Section 139-j and 139-k. The “restricted period” of a bidding opportunity is the period of time commencing with the earliest written notice or advertisement and ending with the final contract award written notification provided by RHA. By signing this affidavit the bidder understands of and agrees to comply with the RHA's procedures relating to permissible contacts during a governmental procurement pursuant to New York State Finance Laws Section 139-j and 139-k, that all information provided to the RHA with respect to these sections is complete, true, and accurate. In the event such certification is found to be intentionally false, intentionally incomplete, or does not disclose the determination of being non-responsible by any other governmental entity for violating similar regulations over the previous four years then the RHA reserves the right to terminate any contracts awarded to such bidder.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

If oath is taken outside of New York State, a County Clerk's Certificate as to the authority of the officer administering the oath must be attached.

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

#### **10. Assurance of Completion**

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

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

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

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

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

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

# General Conditions for Construction Contracts - Public Housing Programs

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

**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 an Annual 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 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. Pre-construction 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 **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of

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

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

**24. Prohibition Against Liens**

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

**Administrative Requirements**

**25. Contract Period**

this contract within 120 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 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

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

**Name:**

Title:

Date:

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

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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

### 33. Liquidated Damages

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

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

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

### 34. Termination for

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

### 35. Assignment of Contract

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

### 36. Insurance

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

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

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

[Contracting Officer insert amount] per occurrence.

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

### 37. Subcontracts

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

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

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

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

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

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/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.

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#### 41. Interest of Members of Congress

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

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

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

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **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 of the Contract for Construction

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0470  
(Expires 12/31/2016)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to set forth the obligations of the contractor or subcontractor performing under the covered contract. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

## Article 1 – Labor Standards

### Instructions

Whenever only FHA mortgage insurance is involved, use paragraph (A) and (C) of Article 1 – Labor Standards. Whenever any direct form of assistance (Section 8, Section 202/811 Capital Advance, grants etc.) is involved, use paragraphs (A) and (B) and (C) of Article 1 – Labor Standards.

### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 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 Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification

requested is not performed by a classification in the wage determination; and

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the

same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime 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 1215-0149.)

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

- (1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each

helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

**4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau

of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**B. 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 shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

**2. Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**3. Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime 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 clause set forth in subparagraph (2) of this paragraph.

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

**C.** The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

## Article 2 – Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be

incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

**A.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

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

**C.** The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**D.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

**E.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.

**F.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts 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, regulations or order of the Secretary of Labor, or as otherwise provided by law.

**G.** The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**H.** The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

*Provided, That* if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

**I.** The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

**J.** The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **Article 3 – Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area**

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds \$500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I, Section 101 of the Housing and Urban Development Act of 1965.)

**A.** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary of Housing and Urban Development in which the projects located and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

### **Article 4 – Health and Safety**

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

**B.** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

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



Procurement Department  
495 Upper Falls Blvd  
Rochester, NY 14605

procurement@rochesterhousing.org

## **RHA Contractor/Vendor Section 3 Goals**

### **What Is Section 3?**

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Contractors/Vendors looking to Bid on RHA contracts must, to the greatest extent feasible, attempt to achieve the Section 3 Goals listed below.

### **Section 3 Goals**

- Section 3 employees represent twenty five percent (25%) or more of the total number of labor hours worked on the RHA project (a Section 3 Worker is a worker whose annual income is \$44,950.00 or less **or** a worker who lives in Public or Section 8 assisted housing).
- Targeted Section 3 employees represent Five percent (5%) or more of the total number of labor hours worked on the RHA project (a Targeted Section 3 Worker is a worker who lives in Public or Section 8 assisted housing).
- All efforts taken to meet these goals must be documented accordingly.

### **Are you a Section 3 business?**

Your company may qualify as a Section 3 Business. Section 3 Businesses are those that can provide evidence of meeting one of the following three criteria:

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last six-month period:

- At least 51 percent owned and controlled by low - or very low-income persons.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers: or
- A business at least 51 percent owned and controlled by current Public Housing residents or residents who currently live in Section 8-assisted housing.

# **RHA SECTION 3 CONTRACTOR/VENDOR COMMITMENT FORM**

**INSTRUCTIONS:** All contractors/vendors MUST complete this Section 3 commitment form as part of their bid/proposal, or to amend a commitment after a contract has been successfully awarded. Please answer the questions, **AS PROMPTED**. This form must be signed when completed. If additional forms are required, it will be noted in the appropriate section of this form.

**Is your company an RHA recognized Section 3 Business Concern?** (Check one) **YES**\_\_\_**NO**\_\_\_

If **YES**, provide RHA Section 3 Business Concern Certificate, initial clauses (a - e), and complete signature page at the bottom of this form.

If **NO**, initial clauses (a - e) and continue to Question 2:

1. As a recipient of a Section 3 covered contract you, the company, understand the obligations of a Section 3 covered contract and certify to the following: (please read each clause carefully, and initial on the line next to each clause)
  - a. \_\_\_The work to be performed under this contract is subject to the requirements of Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance to the greatest extent feasible, be directed to low-income persons, particularly persons who are recipients of RHA assistance for housing.
  - b. \_\_\_The parties (RHA and the Contractor) to the contract agree to comply with HUD's regulations.
  - c. \_\_\_The company agrees to send to each labor organization or representative or 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 company'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.
  - d. \_\_\_The company agrees to include this Section 3 clause in every subcontract.
  - e. \_\_\_Contractor must report in a manner prescribed by RHA:
    - i. The total number of paid labor hours worked for each employee working on the project once the project is complete.
    - ii. The total number of labor hours worked by Section 3 Workers: and
    - iii. The total number of labor hours worked by Targeted Section 3 Workers.
2. Does your company or subcontractor need to hire? **YES**\_\_\_**NO**\_\_\_(Check one and initial clause)

\_\_\_Contractor/Vendor agrees to interview RHA supplied, low-income candidates for open positions that occur during the project. (contractor/vendor is not required to hire candidates who are not qualified for the open position but must provide an interview opportunity)

3. Does your company need to subcontract? YES \_\_\_ NO \_\_\_ (Check one and initial clauses)

\_\_\_\_\_ Contractor/Vendor agrees to notify the RHA if/when a need to subcontract occurs during the project.

\_\_\_\_\_ Contractor/Vendor agrees to interview/negotiate with RHA supplied low-income subcontractor candidates for the needed service. (contractor/vendor is not required to subcontract to businesses not qualified for the needed services or who cannot supply the services at an agreeable price)

4. \_\_\_\_\_ Contractor/Vendor agrees to supply the RHA with a complete list of all employees who will be working on the project including subcontractor employees stating the employee’s address, date of hire, income at date of hire and current annual income.

5. \_\_\_\_\_ Contractors agrees to submit certified payrolls for all contracts \$2,000 or more.

6. \_\_\_\_\_ Contractors must submit a Section 3 Compliance form at final retention payment for all contracts \$200,000 and above.

I/we (name of company) \_\_\_\_\_ located at

(Address of company) \_\_\_\_\_

By signing below, the company acknowledges and understands that it has reviewed RHA’s Section 3 compliance requirements and agrees to comply with the selected commitments indicated above. Contractor/Vendor attests that the proof supplied, and representations made for Section 3 status are accurate, to the best of its knowledge and belief and understands that any intentional submission of false information shall be a material breach of the contract. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere in good faith to the RHA Section 3 compliance goals. The undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR TO AWARD of a contract and acknowledges that failure to submit this form may jeopardize the responsiveness of its submission.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signatory

For any questions regarding this Form, please contact Melissa Berrien at mberrien@rochesterhousing.org or 585-232-1112 ext. 229

# Lake Tower 10<sup>th</sup> Floor Hallway Reconstruction

## General Scope of Work

This is a single prime, competitively bid, contract with Davis Bacon Wage Rates.

**Contractor is to comply with all state, local, federal and OSHA laws and requirements.** Contractors and their sub-contractors are to pick up all equipment, tools, and debris at the end of each day.

**All hazardous materials in the 10<sup>th</sup> floor hallway have been abated by a certified abatement contractor.**

RHA project manager and architects will be on site periodically to do inspections and interviews of employees for wage rates per HUD guidelines. Questions can be directed to them while on site.

The Contractor will be responsible for the following at minimum.

**(This is just a brief overview, see construction documents for complete details and information):**

- Installation of specified cable tv cabinet in electrical room.
- Installation of sixteen (16) electrical metallic tubing (EMT) from cable tv cabinet to sixteen (16) individual apartments with all necessary bends (see drawings), label each EMT inside of cable tv cabinet.
- Provide specified coax cable to each apartment unit through EMT and specified splitters inside cable tv cabinet.
- Insulate hallway wall cavities with sound attenuating mineral wool insulation as specified.
- Installing new, specified, gypsum board to all hallway walls, fire caulk, replace missing metal studs were indicated.
- Install new, specified, suspended ceiling throughout hallway areas.
- Install new, specified, ceiling light fixtures in suspended ceiling powered from existing J-boxes in existing concrete ceiling.
- Prepare and paint hallway walls and apartment, exit, and elevator doors as specified.
- Install specified nurse call light fixtures outside of all apartments on existing J-boxes.
- Install hallway convenience electrical outlets as specified powered from existing wiring.
- Install door kick plates and signage as specified.
- Install hallway handrails and corner guards where and as specified.
- Install new, specified luxury vinyl plank (LVP) flooring and base throughout hallway as specified.
- **Liquidated Damage** charges of 150.00/day will be charged for every calendar day beyond the contract termination date that the scope of work is not substantially completed. (please review the HUD 5370 General Conditions for more details).
- Please review drawings and specifications carefully, submit any questions to Michael Wolfe ([mwolfe@rochesterhousing.org](mailto:mwolfe@rochesterhousing.org)) before the question submission deadline.
- Procore software will be used for this project for all submittals and approvals, RFI's and scheduling.
- Contractor is responsible for all permits related to the project and for payment of them. Copies of permits are to be submitted to RHA Project Manager **before** any physical work commences.

# Lake Tower 10<sup>th</sup> Floor Hallway Reconstruction

## **Project:**

This is a competitively bid contract to reconstruct the 10<sup>th</sup> floor hallway at the Lake Tower Hi-Rise apartment building.

## **List of interested contractors and Pre-Project walk-through:**

It is important to **register** and obtain plans and specifications **prior to the walk-through**. Plans and specifications will be available on RHA's and Robex websites. A contractor walk-through of the site and review of the project will occur with interested contractors prior to the bid opening. The plans may not illustrate all defined field measurements. It will be important to verify actual field conditions and measurements prior to your bid. Multiple walk-through's will not be held. Please make sure someone from your team attends the walk-through.

## **Important note:**

Any **questions** generated during the walk-through or upon reading the plans must be answered to all interested parties, therefore, any questions you have regarding this project will be answered in a pre-bid addendum to all registered contractors. If you have any questions during the walk-through, you will be instructed to e-mail your questions to Michael Wolfe at (mwolfe@rochesterhousing.org) after the walk-through. Your questions will be answered in an addendum and be delivered to all registered parties via E-Mail and posted on the website. You must submit a signed acknowledgement of addendum form in your bid submission **or your bid will not be accepted**.

## **Bonding Requirements:**

A satisfactory **Bid Bond** executed by the Bidder and an acceptable surety company listed on US Treasury Circular 570, in an amount equal to five percent (5%) of the bid shall be submitted with each bid, of more than One Hundred Thousand Dollars (\$100,000). The Bid Bond must be submitted in your bid package, or your bid will be considered non-responsive, non-responsible, and **will not be accepted**. For all construction contracts exceeding One Hundred Thousand Dollars (\$100,000), the successful bidder shall be required to furnish and pay for a **Performance Bond & a Payment Bond** each for 100% of the contract price (Surety company must be listed on the US Treasury Circular 570 as a certified company).

## **Pre-qualification meeting**

The contractor will be responsible for completing the full scope of work as indicated on the plans and specifications. Through a pre-qualification process, the contractor selected will need to show that they have the staffing and skills to perform all the obligations of the project and in the timelines required. The "apparent low bidder" will be asked to provide (3) references and may be asked for primary material submittals prior to the final Purchase Order award and notice-to-proceed.

## **HUD Section 3 requirements:**

Along with the paperwork components of this project, RHA will be asking that the selected contractor partner with RHA toward meeting HUD's Section 3 goals. If the contractor must hire (**new**) workers to assist with this project, we ask that you consider employing, from an RHA supplied list, a resident of Public Housing, or low-income individual or sub-contractor as part of your labor support team. The contractor **MUST** include a signed and dated "**RHA Section 3 Contractor/Vendor Commitment Form**" (included in the RHA bid package) with their bid submission and if awarded a contract, they **must** supply information for each employee scheduled to work on this project. That includes subcontractor employees and the information is to include employee name, address, date of hire, annual income at date of hire and current annual income. This information will be used by RHA to determine if any workers on this project are classified by HUD as low-income/Section 3 Workers. RHA will report the number of labor hours performed by low-income/Section 3 Workers on this project to HUD. It is HUD's mission to employ as many low-income/Section 3 Workers as possible on projects funded with HUD Federal Dollars.

## **Scheduling before and throughout the project:**

At the pre-construction meeting, the contractor must submit an advance work plan (calendar schedule/GANTT Chart) to show how he/she can accomplish the work in the **120 calendar days**. This plan would graphically illustrate weekly goals and staffing. Once per week, the project foreman will meet with the RHA representative and/or Architect/Engineer to review the progress from the past week and see if there are any adjustments needed for the coming week.

Work hours are 7:00 am-5:30 pm Monday through Friday unless otherwise given permission.

Arrival on the site can be before that, but no noise or work can start before 7:00 am.

### **Staffing, Skills and timeline:**

The contract timeline for this project will be a maximum of **120 calendar days** from the Notice-To-Proceed. Please note that the **120 calendar days** will include all lead times, submittals, mobilization, construction, punch list and paperwork close-out. Prior to final selection of the contractor, RHA will meet with that contractor to review his/her ability to meet the staffing, skill set and timelines for this project. The start of the **120 calendar days** will be determined at the completion of the pre-construction meeting and the corresponding issue of the Purchase Order, and Notice-To-Proceed. The count for contract days and construction days will include weekends and holidays; 7 days / week (calendar days).

### **Contractor's schedule of values**

The contractor will be required to submit a thoughtful schedule of values with the bid documents. (See HUD form 51000-Schedule of Amounts for Contract Payments). It will be the responsibility of the contractor to have this document completed with accuracy prior to bidding on the work. Make sure it adds up to the total amount. Then going forward, a copy of the completed HUD form 51000 must be available at all meetings, pre-construction, during construction, and as part of the billing and payment process. Procore software will be used for the construction process. This will be shared with contractor at start of project with no charge to the contractor.

### **Permits**

The contractor shall obtain and pay for all necessary NYS and/or City of Rochester permits that will cover the full project. All permits must be obtained before any work can be started. A copy of the permit(s) shall be posted at the project site. A copy must be submitted to RHA Project Manager. Contractor is responsible for administering any permit inspections and delivering all close-out documents to the RHA Project Manager. **No physical work can begin** until required permits are obtained by the contractor and delivered to the RHA Project Manager.

### **Contractor payroll, sign-in sheets, change orders**

The contractor will be required to have the employees sign a **"sign-in sheet"** each day on the job. A copy of the record shall be retained by the contractor, and one copy shall be provided to RHA Procurement Dept. weekly. The sign-in sheet will be a key document for the processing of the payroll. This project will have Davis Bacon wage rates assigned and the contractor will need to show they are paying the employees a minimum of the said wage rate by submitting a weekly Certified Payroll Form to RHA's Procurement Dept.

RHA does not expect any change orders for this project, however If there is a need for a change of plan or a change order, all work (associated with the change) must stop until the change order is fully approved by RHA. It is the responsibility of the contractor to understand the HUD change order process. The contractor must swiftly initiate the completed change order request to RHA, not vice versa. Forms will be provided in a fillable format as needed (please review the HUD 5370 General Conditions for more details).

### **Contractor set-up:**

Electricity and water will be available for contractor use during the project.

Contractors will be allowed to store materials in one or multiple empty apartment units on the 10<sup>th</sup> floor provided the space is kept in order and not damaged.

Contractors will not be allowed to have a dumpster on site due to limited parking space, any debris will have to be taken off site and disposed of properly.

***The contractor will be allowed to use the existing tenth-floor empty unit bathrooms provided they are kept clean.***

The contractor will be expected to have their full support team on site during the start-up of day one for a kick-off meeting.

### **Materials Delivery:**

All gypsum boards will have to be ***delivered via. high lift through a designated 10<sup>th</sup> floor window*** on the building's west side.

The contractor will be allowed to bring smaller materials to the 10<sup>th</sup> floor via. the building's elevator.

Use of the building's elevator for materials delivery shall be done during off-peak hours at the RHA Project Manager's direction.

***RHA will have an elevator replacement project going on during this project which will limit the building to only one operable elevator, so use of the elevator must be conservative.***

GENERAL REQUIREMENTS FOR: Lake Tower 10<sup>th</sup> Floor Hallway Reconstruction Project  
THE FOLLOWING REQUIREMENTS ARE TO BE CONSIDERED AS PART OF THIS SPECIFICATION:

1. The contractor shall use only material, equipment, and procedures approved by O.S.H.A. All products utilized must be free of known hazardous compounds; any products manufactured outside of the U.S. shall include documentation to verify the products meet all applicable U.S. manufacturing regulations.
2. It is the responsibility of the contractor to make exact measurements and to determine the amount of material and/or dimension of materials needed.
3. The work area shall be picked up and/or swept each day at completion of the day's work. All debris is to be disposed of offsite by the contractor, in no instance are any of the Rochester Housing Authority's dumpsters to be used by contractors.
4. RHA, as being publicly funded is tax exempt, Contractors shall not factor in their bid price the cost of sales tax for material or expect reimbursement for sales tax. The Contractor awarded the work may call the state offices in Albany, 1-518-485-2889 (Sales Tax Registration Option) for a tax-exempt number for this work. Forms may be obtained via the internet at. <http://www.tax.ny.gov/>
5. No substitutions of materials or methods are permitted without the written consent of the Rochester Housing Authority.
6. The contractor is responsible for repairing at his/her expense any damage to Rochester Housing Authority property, its tenants or adjoining property if caused by the contractor's workers or equipment.
7. To minimize disruption to the tenants, all work shall be conducted between the hours of 7:00 A.M. to 5:30 P.M. Monday through Friday (unless otherwise authorized by the RHA Project Manager).
8. Tradesmen under direct supervision provided by the contractor shall perform all work.
9. All certificates of ***Guarantee or Warranty and Certificate of Occupancy*** must be supplied to RHA PRIOR to final payment.
10. **The contractor shall be responsible for obtaining and providing the Rochester Housing Authority with all applicable permits.**
11. Contractors must provide valid Certificate of Insurance for General liability, Automotive liability, and Workmen's compensation for minimum coverage amounts as determined by RHA for the entire term of the contract.
12. IF HUD Determined or Davis-Bacon Wage Rates are required for this contract, weekly payroll information must be provided by the contractor on HUD form WH-347.
13. The contractor shall be responsible for all materials, whether issued by the Authority or purchased by the contractor. The contractor must replace at his/her expense any material lost, stolen or damaged.
14. Effective July 18, 2008, all contracts of at least \$250,000.00 will require certification that all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course, S1537-A. This provision is an addition to the existing prevailing wage rate laws, Labor Law §220, section 220-h. Proper certification must be presented to the RHA prior to contract award. The RHA will have the right to terminate any contract in which the contract fails to comply with this requirement or any other OSHA or labor regulation.
15. Questions concerning the specifications or scope of work, including those raised at the walk-through, must be submitted to RHA in writing eight days prior to bid opening. If questions are not submitted, RHA's understanding of the bidding documents will be final.
16. Direct all questions regarding these specifications to Michael Wolfe [mwolfe@rochesterhousing.org](mailto:mwolfe@rochesterhousing.org)  
Direct all questions regarding bid forms, bonding, or RHA and HUD regulations to **Michael Wolfe** [mwolfe@rochesterhousing.org](mailto:mwolfe@rochesterhousing.org)

"General Decision Number: NY20260010 01/30/2026

Superseded General Decision Number: NY20250010

State: New York

Construction Types: Building, Heavy and Highway

County: Monroe County in New York.

**BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS**

Modification Number    Publication Date

0                    01/02/2026

1                    01/30/2026

ASBE0026-001 06/01/2025

Rates            Fringes

**ASBESTOS WORKER/HEAT & FROST INSULATOR**

includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems. Also the application of firestopping material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.....\$ 40.26            25.41

**HAZARDOUS MATERIAL HANDLER**

Duties limited to preparation, wetting, stripping, removal, scrapping, vacuuming, bagging, disposing of all insulation materials, whether they contain asbestos or not from mechanical systems.....\$ 40.26            25.41

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BOIL0007-001 01/01/2025

Rates            Fringes

BOILERMAKER.....\$ 39.35            33.18

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BRNY0003-004 07/01/2025

ROCHESTER CHAPTER

Rates Fringes

BUILDING CONSTRUCTION

BRICKLAYERS, STONE MASONS,  
PLASTERERS, CEMENT MASONS

POINTER, CAULKER/CLEANER....\$ 35.81 27.65

Marble, Tile & Terrazzo

Workers.....\$ 37.45 26.82

Marble/terrazzo/tile finisher....\$ 29.56 22.36

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BRNY0003-005 07/01/2025

ROCHESTER CHAPTER

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

HEAVY & HIGHWAY

CONSTRUCTION.....\$ 38.63 25.05

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CARP0042-002 06/01/2015

Rates Fringes

Carpenters:

Soft Floor Layers.....\$ 26.36 17.70

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CARP0276-006 07/01/2024

Rates Fringes

Carpenters:

BUILDING CONSTRUCTION.....\$ 33.24 23.46

HEAVY & HIGHWAY

CONSTRUCTION.....\$ 38.18 26.11

FOOTNOTE:

- a. PAID HOLIDAYS - New Year's Day, Memorial Day,  
Independence Day, Labor Day, Thanksgiving Day and Christmas  
Day.

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CARP1163-001 07/01/2014

Rates Fringes

Carpenters:

BUILDING CONSTRUCTION

Piledrivers.....\$ 29.00 18.89

HEAVY & HIGHWAY  
CONSTRUCTION

Piledrivers.....	\$ 24.47	13.91
Diver (Dry Day).....	\$ 26.48	14.36
Diver (Wet Day).....	\$ 61.25	14.36
Diver Tender.....	\$ 24.72	16.95
Piledrivers.....	\$ 29.00	18.89

ELEC0086-002 05/26/2025

Rates Fringes

ELECTRICIAN.....\$ 44.30 5.50%+27.76

ELEC1249-003 05/05/2025

Rates Fringes

ELECTRICIAN (LINE  
CONSTRUCTION: LIGHTING AND  
TRAFFIC SIGNAL Including any  
and all Fiber Optic Cable  
necessary for Traffic Signal  
Systems, Traffic Monitoring  
systems and Road Weather  
information systems)

Flagman.....	\$ 31.72	7%+27.65
Groundman (Truck Driver)....	\$ 42.29	7%+27.70
Groundman Truck Driver (tractor trailer unit).....	\$ 47.57	7%+27.70
Lineman & Technician.....	\$ 52.86	7%+31.90
Mechanic.....	\$ 42.29	7%+27.70

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/05/2025

Rates Fringes

ELECTRICIAN (Line  
Construction)

Overhead and underground  
distribution and  
maintenance work and all  
overhead and underground  
transmission line work

including any and all  
 fiber optic ground wire,  
 fiber optic shield wire or  
 any other like product by  
 any other name  
 manufactured for the dual  
 purpose of ground fault  
 protection and fiber optic  
 capabilities :

Flagman.....	\$ 35.34	7%+27.65
Groundman digging machine operator.....	\$ 55.40	7%+27.90
Groundman truck driver (tractor trailer unit)....	\$ 49.25	7%+27.70
Groundman Truck driver.....	\$ 49.25	7%+27.70
Lineman and Technician.....	\$ 61.56	7%+31.90
Mechanic.....	\$ 49.25	7%+27.70

Substation:

Cable Splicer.....	\$ 63.14	7%+29.40
Flagman.....	\$ 35.34	7%+27.65
Ground man truck driver....	\$ 49.25	7%+27.70
Groundman digging machine operator.....	\$ 55.40	7%+27.90
Groundman truck driver (tractor trailer unit)....	\$ 49.25	7%+27.70
Lineman & Technician.....	\$ 61.56	7%+31.90
Mechanic.....	\$ 49.25	7%+27.70

Switching structures;

railroad catenary  
 installation and  
 maintenance, third rail  
 type underground fluid or  
 gas filled transmission  
 conduit and cable  
 installations (including  
 any and all fiber optic  
 ground product by any  
 other name manufactured  
 for the dual purpose of  
 ground fault protection  
 and fiber optic  
 capabilities), pipetype  
 cable installation and  
 maintenance jobs or  
 projects, and maintenance  
 bonding of rails; Pipetype  
 cable installation

Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.34	7%+27.65
Groundman Digging Machine Operator.....	\$ 55.40	7%+27.90
Groundman Truck Driver (tractor-trailer unit)....	\$ 49.25	7%+27.70
Groundman Truck Driver.....	\$ 49.25	7%+27.70

Lineman & Technician.....\$ 61.56      7%+31.90  
 Mechanic.....\$ 49.25      7%+27.70

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

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 ELEC1249-008 01/01/2025

Rates      Fringes

ELECTRICIAN (Line Construction)

TELEPHONE, CATV  
 FIBEROPTICS CABLE AND  
 EQUIPMENT

Cable splicer.....\$ 40.81      3%+5.77  
 Groundman.....\$ 20.53      3%+5.77  
 Installer Repairman-  
 Teledata  
 Lineman/Technician-  
 Equipment Operator.....\$ 38.73      3%+5.77  
 Tree Trimmer.....\$ 31.45      3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

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 ELEV0027-001 01/01/2025

Rates      Fringes

ELEVATOR MECHANIC.....\$ 61.52      38.435+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.  
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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 ENGI0158-032 07/01/2025

Rates      Fringes

Operating Engineer:

EXCAVATING AND PAVING

GROUP 1.....	\$ 41.26	34.85+a
GROUP 2.....	\$ 40.79	34.85+a
GROUP 3.....	\$ 40.10	34.85+a
GROUP 4.....	\$ 36.61	34.85+a
MASTER MECHANIC.....	\$ 43.26	34.85+a

HEAVY AND HIGHWAY

GROUP 1.....	\$ 55.38	35.75+a
GROUP 2.....	\$ 54.68	35.75+a
GROUP 3.....	\$ 51.81	35.75+a
GROUP 4.....	\$ 61.38	35.75+a
GROUP 5.....	\$ 59.88	35.75+a
GROUP 6.....	\$ 58.38	35.75+a
GROUP 7.....	\$ 56.81	35.75+a

TUNNEL AND SHAFT

GROUP 1.....	\$ 58.43	35.00+a
GROUP 2.....	\$ 57.21	35.00+a
GROUP 3.....	\$ 54.42	35.00+a
GROUP 4.....	\$ 51.41	35.00+a
MASTER MECHANIC.....	\$ 60.84	35.00+a

For EXCAVATION AND PAVING:

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, regardless of the day of the week on which the holiday may fall, provided the employee works either on the work day immediately preceding the holiday or on the scheduled work day immediately following the holiday.

EXCAVATION AND PAVING CLASSIFICATIONS

GROUP 1: Asphalt paver; automatic fine grader; backhoe (except tractor mounted, rubber tired); blacktop plant (automated); cableway; caisson auger; central mix concrete plant (automated); cherry picker- over 5 ton capacity; crane; cranes and derricks (steel erection); dragline; dual drum paver; front end loader (4 cu. yd. and over); hoist,(Tow or 3 drum); pile driver; power grader with elevation loader attachment; quarry master (or equivalent); shovel; slip form paver; tractor drawn belt-type loader; truck crane tunnel shovel; excavator, all purpose hydraulically operated

GROUP 2: Backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker, 5 tons and under; compressor (4 or less) exceeding 2000 CFM combined capacity; concrete paver over 16s; concrete pump; crusher; drill rigs (tractor mounted); front end loader (under 4 cu.

yds); hi- pressure boiler (15 lbs and over); hoist (one drum); Kolman plant loader and similar type loaders; maintenance engineer; maintenance grease man; mechanical slurry machine; mixer for stabilized base self propelled; monorail machine; plant engineer; power broom; power grader; pump crete; ready mix concrete plant; road widener; roller (all above sub-grade); side boom; tractor scraper; tractor with dozer and or pusher; trencher; winch

GROUP 3: Compressors (4 not to exceed 2000 CFM combined capacity; or 3 or less with more than 1200 CFM but not to exceed 2000 CFM); compressors (any size but subject to other provisions for compressors); dust collectors; generators; welding machines (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point systems; farm tractor with accessories; fine grade machine; fork lift; gunite machine; hammers-hydraulic-self propelled; locomotive; post hole digger and post driver; pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); submersible electric pumps when used in lieu of well points, tractor with towed accessories; vibratory compactor; vibro tamp; well point

GROUP 4: Compressor (any size, but subject to other provisions for compressors); dust collectors; generators; welding machines (3 or less of any type or combination); concrete mixer (16s and under), concrete saw-self propelled; fireman; form tamper; mulching machine; power heaterman; pumps regardless of motive power no more than 3 in number not to exceed 12" in total capacity; revinius widener; steam cleaner; tractor

GROUP 5: Master Mechanic

For HEAVY AND HIGHWAY CONSTRUCTION:

FOOTNOTE:

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee works the working day before and the working day after the holiday

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb

Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader ( 4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunitite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or

Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

For TUNNEL AND SHAFT:

FOOTNOTE:

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, regardless of the day of the week on which the Holiday may fall, provided the employee works the working day before and the working day after the holiday

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Automated concrete spreader (CMI or equivalent); automated fine grade machine (cmi); backhoe; belt placer (cmi or similar); blacktop spreader (automated); cableway; caisson auger; central mix plant (automated); cherry picker (5 tons); concrete curb machine (self-propelled slipform); concrete pump; crane; crane shaft; crane underground; cranes and derricks (steel erection); dragline; dredge; dual drum paver; excavator (all purpose-hydraulically operated gradall or similar); fork lift (factory rated 15' and over); front end loader (4cu yd and over); head tower (sauerman or equal); hoist; shaft; hoist (two or three drum); holland loader; maintenance engineer (shaft and tunnel); mine hoist; mining machine (mole and similar types); mucking machine or mose; overhead crane (gantry or straddle type); pile driver; power grader; Quad 9, quarry master (or equivalent); scraper; shovel; side boom; slip form paver; tripper/maintenance engineer (shaft and tunnel); tractor drawn belt-type loader; truck crane; truck or trailer mounted log chipper (self feeder); tug operator (manned rented equipment excluded); tunnel shovel

GROUP 2: Automated central mix concrete plant; backhoe (topside); backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non

automated); blast or rotary drill (truck or tractor mounted); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker (5 tons capacity and under); compressors (4 or less exceeding 2000 CFM combined capacity); concrete paver (over 16s); concrete pump; crane (topside); crusher; diesel power unit; drill rigs, tractor mounted; front end loader (under 4 cu. yds); grayco epoxy machine; hi-pressure boiler (15 lbs and over); hoist (one drum); hoist (two or three drum) (topside); kolman plant loader and similar type loaders; L.C.M. work boat operator; locomotive; maintenance engineer (topside); maintenance greaseman; mixer (for stabilized base self-propelled); monorial machine; plant engineer; personnel hoist; pump crete; ready mix concrete plant; refrigeration equipment (from soil stabilization); road widener; roller (all above sub-grade); sea mule; shotcrete machine; shovel (topside); tractor with dozer and/or pusher; trencher; tugger hoist; tunnel locomotive; welder; winch; winch cat

GROUP 3: ""A"" frame truck; ballast regulator (ride on); compressors (4 not to exceed 2000 cfm combined capacity; or 3 or less with more than 1200 cfm but not to exceed 2000 cfm); compressors (any size but subject to other provisions for compressors; dust collectors; generators; pumps; welding machines; light plants (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point system; farm tractor with accessories; fine grade machine; fork lift (under 15 ft); ground pump over 5 cu. ft (manufacturers rating); gunite machine; hammers (hydraulic self propelled); hydra-spiker (ride on); hydra blaster (water); hydra blaster; motorized form carrier; post hole digger and post driver; power sweeper; roller (grade and fill); scarifer (ride on); span saw (ride on); submersible electric pump (when used in lieu of well points); tamper (ride on); tie extractor (ride on); tie handler (ride on); tie inserter (rider on); tie spacer (ride on); track liner (ride on); tractor with towed accessories; vibratory compactor; vibro tamp; well point aggregate plant; boiler (used in conjunction with production); cement and bin operator; compressors (3 or less not to exceed 1200 cfm combined capacity); compressors (any size; but subject to other provisions for compressors); dust collectors; generators; pumps; welding machines; light plants (3 or less of any type or combination); concrete paver or mixer (16s and under); concrete saw (self propelled); fireman; form tamper; greaseman; hydraulic pump (jacking system); junior engineer; light plants; mulching machine; oiler; parapet concrete or pavement grinder; power broom (towed); power heaterman (when used for production); revinius widener; shell winder; steam cleaner; tractor

GROUP 4: Crane, friction or lattice type with boom length 200 feet and over

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ENGI0158-038 07/01/2025

Rates            Fringes

Power equipment operators:

**BUILDING CONSTRUCTION**

GROUP 1.....	\$ 43.14	35.20+a
GROUP 2.....	\$ 42.34	35.20+a
GROUP 3.....	\$ 39.64	35.20+a
GROUP 4.....	\$ 39.64	35.20+a
GROUP 5.....	\$ 47.64	35.20+a
GROUP 6.....	\$ 49.64	35.20+a
GROUP 7.....	\$ 50.64	35.20+a
GROUP 8.....	\$ 50.14	35.20+a

**FOOTNOTE:**

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee works on the work day immediately preceding the holiday or on the scheduled work day immediately following the holiday.

**BUILDING CONSTRUCTION CLASSIFICATIONS**

GROUP 1: Air Tugger, All terrain telescoping material handler, Clamshell, Dragline, Shovel and similar machines over three eighths cu.yd. capacity (Fact. rating);Carrier mounted backhoes that swing 360 degrees Big Generator Plant Hoist (on steel erection) Bridge Crane (all types), Cableway, Caisson auger and similar type machine, Crane, Derrick, Dredge, Excavator all purpose hydraulically operated, Forklift (with Factory rating of Fifteen ft. or more of lift),Hoist (on steel erection), Hydraulic/Krupp Drill Type Mucking Machines, Remote controlled excavator with attachments (Brokk type or similar), Ross Carrier (and similar type), Three-Drum Hoist(when all three drums are in use)

GROUP 2: A-Frame Truck, Backfilling Machine, Backhoe -tractor mounted, Barber Green and similar type machines, Belt Crete and similar type machines, Bituminous spreading machine 3/8 yd. capacity or less(Factory Rating), Bulldozer, Carry-all type scraper, Compressors: Four (4) not to exceed 2000 CFM combined capacity; or three (3) or less with more than1200 CFM but not to exceed 2000 CFM, Concrete Mixer, Concrete Placer, Concrete Pump, Dinky Locomotives (all types), Elevating Grader, Elevator Fine Grade and Finish, Rollers, Fine Grade Machines(all kinds), Forklift with Factory rating of less than fifteen(15) feet

of lift, Front End Loader, Gunite Pumping Machine, High Pressure Boiler, Hoist (1 or 2 drums), Maintenance Engineer (Mechanic), Mechanical Slurry Machine (all kinds), Mega Mixers and similar type machines, Motor Grader, Post Hole Digger, Pumps (regardless of motive power) no more than four (4) in number not to exceed twenty (20) inches in total capacity, Shot Crete Pumping Machine, Side Boom Tractor, Skid Steer Loader with Attachments, Stone Crusher Tournadozer and similar types Tournapull and similar types, Trenching Machines, Well Drill, WellPoint System EXCEPTION: Single electric pumps up to and including four (4) inches need not be manned.

GROUP 3: Any combination (Not to exceed three (3) pieces of equipment) Compressors -three (3) or less, or not to exceed 1200 CFM combined capacity, Fireman, Longitudinal Float, Mechanical Heater Pumps (regardless of motive power) No more than three (3) in number, not to exceed twelve (12) inches total capacity, Roller (Fill and Grade)Rubber Tired Tractor Welding Machine or Mechanical Conveyor (over 12ft. in length) EXCEPTION: Single gasoline driven welding machine up to 300amps need not be manned.

GROUP 4: Oilers

GROUP 5: Cranes up to and including 25 tons

GROUP 6: Cranes 25-250 tons

GROUP 7: Cranes 251 and over tons

GROUP 8: Tower Cranes

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IRON0033-001 07/01/2025

Rates            Fringes

Ironworkers:

Ornamental, Reinforcing Stone Derrickman, Rigger, Rodman, Structural Machinery Movers Fence Erectors, Precast Concrete		
Erector.....	\$ 35.75	30.80
Sheeter.....	\$ 36.00	30.80

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LABO0435-002 07/01/2018

Rates            Fringes

Tunnel and Shaft Laborers:

Change House Man.....	\$ 31.04	18.62
Hazardous Waste.....	\$ 35.24	18.62

Tugger, Miner.....\$ 31.24 18.62

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has worked the working day before and the working day after the holiday.

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LABO0435-003 07/01/2024

Rates Fringes

Laborers:

**BUILDING:**

Asbestos removal.....	\$ 30.07	21.49
Blaster.....	\$ 30.40	21.49
Chuck tender.....	\$ 29.27	21.49
Concrete vibrators.....	\$ 29.51	21.49
Drillers and asphalt raker.	\$ 29.47	21.49
Jack hammer, mortar mixers.	\$ 29.37	21.49
Pipe layers, burners and cutters.....	\$ 29.37	21.49
Powder Monkey.....	\$ 29.94	21.49
Unskilled laborer.....	\$ 29.07	21.49
Yardman, clean-up.....	\$ 26.22	21.49

**HEAVY AND HIGHWAY:**

GROUP 1.....	\$ 32.96	25.30
GROUP 2.....	\$ 33.66	25.30
GROUP 3.....	\$ 33.86	25.30
GROUP 4.....	\$ 34.69	25.30
GROUP 5.....	\$ 35.44	25.30

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has worked the working day before and the working day after the holiday.

**HEAVY AND HIGHWAY LABORER CLASSIFICATIONS**

GROUP 1: Flaggers

GROUP 2: Laborers

GROUP 3: Rakers, drillers, pipelayers and torch operators

GROUP 4: Blasters

GROUP 5: Hazardous waste removal.

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PAIN0004-028 05/01/2024

Rates Fringes

Painters:

BUILDING CONSTRUCTION

Brush & Roll.....	\$ 27.27	26.23
Drywall Taper.....	\$ 28.02	26.23
Sandblasting.....	\$ 27.77	26.23
Spray.....	\$ 27.77	26.23
Wallcovering.....	\$ 28.02	26.23

HEAVY & HIGHWAY

CONSTRUCTION:

Bridge Work.....	\$ 42.06	30.59
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PAIN0677-001 05/01/2025

Rates Fringes

GLAZIER.....	\$ 31.05	31.55
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PLUM0013-001 05/06/2025

Rates Fringes

Plumber and Steamfitter.....	\$ 42.68	27.88
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ROOF0022-001 06/01/2025

Rates Fringes

ROOFER.....	\$ 34.10	28.20
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\* SFNY0669-001 01/01/2026

Rates Fringes

SPRINKLER FITTER.....	\$ 47.85	28.94
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SHEE0046-001 05/05/2025

Rates Fringes

Sheet metal worker.....	\$ 43.01	28.66
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TEAM0118-003 07/01/2025

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 31.39	27.77+a
GROUP 2.....	\$ 31.44	27.77+a
GROUP 3.....	\$ 31.49	27.77+a
GROUP 4.....	\$ 31.64	27.77+a
GROUP 5.....	\$ 31.79	27.77+a

Hazardous Waste Site Work receives an additional \$1.50 per hour

FOOTNOTE: a. Paid Holidays: New Years Day; Memorial Day; Independence Day; Laobr Day; Thanksgiving Day; Christmas Day

### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-ups; panel trucks; flatboy materials trucks (straight jobs); single axle dump trucks; dumpsters; receivers; greasers; truck tireman.

GROUP 2: Tandems; batch truck; mechanics.

GROUP 3: Semi-trailers; low-boy trucks; asphalt distributor trucks; agitator; mixer trucks and dumpcrete type vehicles; truck mechanic; fuel truck.

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded; straddle (Ross) carrier; self-contained concrete unit.

GROUP 5: Off-highway tandem back dump; twin engine equipment; double-hitched equipment shere not self-loaded.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between

January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

### Survey Rate Identifiers

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

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

### State Adopted Rate Identifiers

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

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

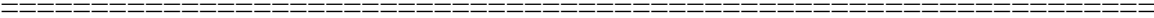
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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



END OF GENERAL DECISION"

# ROCHESTER HOUSING AUTHORITY (RHA)

## 321 LAKE AVENUE ROCHESTER, NY 14608

### RENOVATIONS TO TENTH FLOOR



THE INTENT OF THE PROJECT DEPICTED IN THESE DRAWINGS IS TO RENOVATE AN EXISTING FLOOR OF AN APARTMENT BUILDING FROM RECENT SMOKE / FIRE DAMAGE.

NEW WALL BOARD MATERIALS, CEILING, FLOORING, FIXTURES, METAL CONDUIT, SIGNAGE AND OTHER WALL-MOUNTED ACCESSORIES SHALL BE INSTALLED TO MATCH ADJACENT FLOORS.

ARCHITECT: PETER L. MORSE & ASSOCIATES  
311 ALEXANDER STREET, SUITE 215  
ROCHESTER, NY 14608

#### ABBREVIATIONS

ACOUS.	ACOUSTICAL	GA.	GAUGE	Q.T.	QUARRY TILE
A.C.T.	ACOUSTICAL CEILING TILE	GALV.	GALVANIZED	R.	RIDGE
A/C	AIR CONDITIONING	G.C.	GENERAL CONTRACTOR	RAD.	RADIUS
A.D.A.	AMERICANS WITH DISABILITIES ACT	G.CMU	GLAZED CMU	R.D.	ROOF DRAIN
	ADDITIONAL	GYP.	GYP. GYPSUM	REF.	REFRIGERATOR, REFER(ENCE)
ADD.	ADJACENT	H.	HIGH	REG.	REGISTER
ADJ.	ADJACENT	H.B.	HOSE BIB	REINF.	REINFORCEMENT
A.F.F.	ABOVE FINISH FLOOR	H.C.	HOLLOW CORE	RES.	RESILIENT
ALT.	ALTERNATE	H.CAP	HANDICAPPED	REV.	REVISION
ALUM.	ALUMINUM	H.D.R.	HEADER	RM.	ROOM
ANOD.	ANODIZED	HDWR.	HARDWARE	R.O.	ROUGH OPENING
APPROX.	APPROXIMATE	H.M.	HOLLOW METAL	R.V.T.	RESILIENT VINYL TILE
ARCH.	ARCHITECTURAL	HORIZ.	HORIZONTAL	S.C.	SOLID CORE
		HTS.	HEATING	SGH.	SGHEDULE
BD.	BOARD	HT.	HEIGHT	SIM.	SIMILAR
BLDG.	BUILDING	HVAC	HEATING, VENTILATION & A/C	SPEC.	SPECIFIED(CATION)
BLKG.	BLOCKING	H.W.	HOT WATER	SPK.	SPEAKER
BRNG.	BEARING	I.D.	INSIDE DIAMETER	SQR.	SQUARE
B.M.	BENCH MARK	INCL.	INCLUDE(DING)	S.S.	STAINLESS STEEL
B.O.	BOTTOM OF	INSUL.	INSULATION	STD.	STANDARD
BOT.	BOTTOM	INT.	INTERIOR	STR.	STRUCTURAL
BRK.	BRICK	INV.	INVERT	SUSP.	SUSPENDED
		I.P.S.	INSIDE PIPE SIZE	SYS.	SYSTEM
CAB.	CABINET(RY)	J.C.	JANITOR'S CLOSET	TEL.	TELEPHONE
C.B.	CATCH BASIN	JT.	JOINT	TKBD.	TACKBOARD
CEM.	CEMENT	LAM.	LAMINATE(D)	TKS.	TACKSTRIP
C.J.	CONTROL JOINT	LAV.	LAVATORY	THK.	THICK(NESS)
CL.	CENTER LINE	L.E.D.	LIGHT-EMITTING DIODE	T&G	TONGUE AND GROOVE
CLG.	CEILING	L.F.	LINEAR FEET	T&B	TOP AND BOTTOM
CMU	CONCRETE MASONRY UNIT	MEMB.	MEMBRANE	T.O.	TOP OF
COL.	COLUMN	MAS.	MASONRY	T.P.	TOILET PAPER
CONC.	CONCRETE	MAX.	MAXIMUM	TYP.	TYPICAL
COND.	CONDUCTOR	MANUF.	MANUFACTURER(D)	U.N.O.	UNLESS NOTED OTHERWISE
CONN.	CONNECTION	MECH.	MECHANICAL	UNF.	UNFINISHED
CONST.	CONSTRUCTION	MEMB.	MEMBRANE	UR.	URINAL
CONT.	CONTINUOUS	M.E.P.	MECH. ELEC. & PLUMBING	V.	VALLEY
CONTR.	CONTRACTOR	MIN.	MINIMUM	VAR.	VARNISH
CORR.	CORRUGATED	M.O.	MASONRY OPENING	V.A.T.	VINYL ASBESTOS TILE
CFT.	CARPET	M.R.	MOISTURE / MOLD / MILDEW RESISTANT	V.B.	VAPOR BARRIER, VINYL BASE
CRS.	COURSE(S)	MTD.	MOUNTED	V.C.T.	VINYL COMPOSITE(TION) TILE
C.T.	CERAMIC TILE	MTL.	METAL	VERT.	VERTICAL
CU. FT.	CUBIC FEET	NAT.	NATURAL	V.G.	VERTICAL GRAIN
CU. YD.	CUBIC YARDS	N.I.C.	NOT IN CONTRACT	V.I.F.	VERIFY IN FIELD
		NGM.	NGMINAL	V.W.C.	VINYL WALL COVERING
		N.T.S.	NOT TO SCALE	W.	WIDE, WIDTH
D.	DEEP, DEPTH	O.C.	ON CENTER	WI.	WITH
DECOR.	DECORATIVE	O.D.	OUTSIDE DIAMETER	W/O	WITHOUT
DET. / DTL.	DETAIL	OH.	OVERHANG	WB.	WOOD BASE
D.F.	DRINKING FOUNTAIN	OPG.	OPENING	WC.	WATER CLOSET
DIA.	DIAMETER	OPF.	OPPOSITE	WD.	WOOD
DIM.	DIMENSION	PART.	PARTITION	WGL.	WIRE GLASS
D.S.	DOWN SPOUT	PDB.	PARTICLE BOARD	W.P.	WATERPROOFING
DNG.	DRAINING	PERF.	PERFORATED	WR.	WASTE RECEPTACLE
EA.	EACH	PL.	PLATE	W.W.F.	WELDED WIRE FABRIC
ELEC.	ELECTRIC(AL)	PLAM.	PLASTIC LAMINATE	W.W.M.	WELDED WIRE MESH
ELEV.	ELEVATION(TOR)	PLAS.	PLASTER		
EQ.	EQUAL	PSF.	POUNDS PER SQUARE FT.		
EQUIP.	EQUIPMENT	PSI.	POUNDS PER SQUARE IN.		
ETC.	ETCETERA	PT.	PAINT		
E.T.R.	EXISTING TO REMAIN	P.T.	PRESSURE TREAT(ED)		
EXG. / EXST.	EXISTING	P.T.D.	PAPER TOWEL DISPENSER		
EXH.	EXHAUST	PVC.	POLYVINYL CHLORIDE		
EXT.	EXTERIOR	PVMT.	PAVEMENT		
		PWD.	PLYWOOD		

#### SYMBOLS

EXTERIOR ELEVATIONS		CALLOUTS		ROOM TAG		ROOM NAME	
INTERIOR ELEVATIONS		NORTH ARROW		REVISION TAG		DOOR TAG	
SECTIONS		SPOT ELEVATION		WINDOW TAG		WALL TAG	
DETAILS		DEMOLITION KEYNOTE		FINISH TAG			
		RENOVATION KEYNOTE					

#### DRAWING LIST

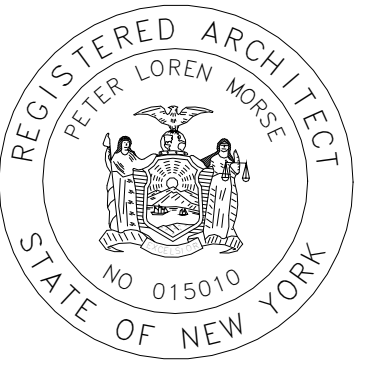
SHEET #	SHEET NAME
T-1	TITLE SHEET
A-1	TENTH FLOOR RENOVATION PLAN
A-2	TENTH FLOOR REFLECTED CEILING PLAN
A-3	INTERIOR ELEVATIONS
A-4	INTERIOR ELEVATIONS
A-5	ENLARGED PLANS, SECTIONS AND DETAILS

#### BUILDING INFORMATION

DATE OF CONSTRUCTION:	1972
OCCUPANCY CLASSIFICATION AND USE:	MULTI-FAMILY RESIDENTIAL: R-2
CONSTRUCTION TYPE:	TYPE 1A
EXTERIOR STRUCTURE:	BEARING WALLS
INTERIOR STRUCTURE:	BEARING WALLS
SFRINKLER SYSTEM:	NONE
TOTAL FLOOR AREA:	± 9242 SF
ALTERATION LEVEL:	2
REFERENCE RENOVATION PLAN FOR ADDITIONAL BUILDING CODE ANALYSIS.	

**PL** Peter L. Morse & Associates  
**MA** ARCHITECTS A.I.A.

311 Alexander St.  
Suite 215  
Rochester, N. Y. 14604  
Phone 585-530-2230  
Fax 585-530-3302



*Peter Morse*

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REVISIONS		
#	DESCRIPTION	DATE

RENOVATIONS TO TENTH FLOOR  
**321 LAKE AVENUE**  
ROCHESTER, NY 14608  
**ROCHESTER HOUSING AUTHORITY**  
675 WEST MAIN STREET  
ROCHESTER, NY 14611

DRAWING TITLE  
**TITLE SHEET**

DRAWING NO. drawn by .AAP  
checked PLM  
**T-1** proj. capt. PLM  
date 3.26.2026  
proj. no. X

ISSUE DATE

**BUILDING CODE ANALYSIS**

BUILDING CODE ANALYSIS

1. APPLICABLE CODES  
THE PROJECT IS EVALUATED UNDER THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, INCLUDING:  
 • EXISTING BUILDING CODE OF NEW YORK STATE (EBCNYS)  
 • BUILDING CODE OF NEW YORK STATE (BCNYS)  
 • ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE  
 • NFPA 10 (ELECTRICAL CODE)  
 EXISTING BUILDINGS UNDERGOING RENOVATION ARE REGULATED BY THE EXISTING BUILDING CODE, WHICH PROVIDES COMPLIANCE PATHS FOR REPAIRS AND ALTERATIONS WITHOUT REQUIRING FULL NEW-CONSTRUCTION COMPLIANCE WHERE WORK IS LIMITED.

2. BUILDING DESCRIPTION  
THE SUBJECT BUILDING IS AN EXISTING HIGH-RISE RESIDENTIAL APARTMENT BUILDING OWNED BY THE ROCHESTER HOUSING AUTHORITY.  
 • OCCUPANCY GROUP: R-2 (MULTIFAMILY RESIDENTIAL)  
 • CONSTRUCTION TYPE: TYPE IA (NONCOMBUSTIBLE CONSTRUCTION)  
 • NUMBER OF FLOORS: MINIMUM 10 STORIES (BASED ON PROJECT SCOPE)  
 • FIRE PROTECTION: BUILDING NOT EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEM.  
 • FLOOR AREA: APPROXIMATELY 4,242 SQUARE FEET PER FLOOR.  
 THE MAJOR WORK OCCURS ONLY WITHIN THE CORRIDOR OF THE 10TH FLOOR. MINOR ELECTRICAL WORK OCCURS IN EACH OF THE UNITS.

3. CLASSIFICATION OF WORK (EBCNYS CHAPTER 6)  
THE PROPOSED SCOPE CONSTITUTES ALTERATION LEVEL 2 WORK. ALTERATION LEVEL 2 INCLUDES WORK THAT RECONFIGURES SPACE, REPLACES BUILDING SYSTEMS, OR INVOLVES CORRIDOR WORK AREAS, BEYOND SIMPLE FINISH REPLACEMENT. WORK INCLUDED  
 • REPLACEMENT OF CORRIDOR GYPSUM BOARD WALLS  
 • INSTALLATION OF TWO LAYERS OF 5/8" TYPE X GYPSUM BOARD  
 • NEW ELECTRICAL DISTRIBUTION AND WIRING  
 • REPLACEMENT OF CORRIDOR LIGHT FIXTURES  
 • CABLE TELEVISION INFRASTRUCTURE  
 • REPLACEMENT OF FLOORING AND BASE  
 • PAINTING  
 • REPLACEMENT OF NURSE CALL INDICATOR LIGHTS  
 • FIRE ALARM SYSTEM MODIFICATIONS BY OTHERS  
 BECAUSE THE WORK INCLUDES ELECTRICAL SYSTEM REPLACEMENT AND WALL ASSEMBLY REPLACEMENT, IT EXCEEDS A LEVEL 1 ALTERATION AND IS CLASSIFIED AS LEVEL 2.

4. WORK AREA  
PER EBCNYS, THE WORK AREA IS THE PORTION OF THE BUILDING WHERE ALTERATIONS OCCUR.  
 • TOTAL FLOOR AREA: 4,242 SQ. FT.  
 • WORK AREA: THE MAJOR WORK OCCURS ONLY WITHIN THE CORRIDOR OF THE 10TH FLOOR. MINOR ELECTRICAL WORK OCCURS IN EACH OF THE UNITS. SINCE THE WORK AREA IS LESS THAN 50% OF THE FLOOR AREA, CODE UPGRADES GENERALLY APPLY ONLY WITHIN THE WORK AREA, NOT THE ENTIRE FLOOR.

5. FIRE RESISTANCE AND CORRIDOR CONSTRUCTION  
CORRIDOR WALL CONSTRUCTION  
CORRIDOR WALLS SERVING DWELLING UNITS IN GROUP R-2 OCCUPANCIES ARE REQUIRED TO BE FIRE-RESISTANCE RATED PARTITIONS.  
 PROPOSED CONSTRUCTION:  
 • 2 LAYERS OF 5/8" TYPE X GYPSUM BOARD ON CORRIDOR SIDE  
 • EXISTING RATED ASSEMBLY MAINTAINED  
 THIS MAINTAINS OR IMPROVES THE EXISTING 1-HOUR CORRIDOR RATING REQUIRED FOR RESIDENTIAL CORRIDORS.

6. INTERIOR FINISHES  
INTERIOR FINISHES WITHIN EXIT ACCESS CORRIDORS MUST COMPLY WITH BCNYS INTERIOR FINISH REQUIREMENTS.  
 PROPOSED:  
 • PAINTED GYPSUM BOARD WALL SURFACES  
 • PAINTED DOORS AND TRIM  
 • NEW FLOORING AND BASE  
 THESE MATERIALS MUST MEET:  
 • CLASS A OR B FLAME SPREAD RATING FOR CORRIDOR FINISHES.

7. ELECTRICAL WORK  
ELECTRICAL MODIFICATIONS INCLUDE:  
 • NEW CORRIDOR ELECTRICAL DISTRIBUTION  
 • NEW LIGHT FIXTURES  
 • CABLE TELEVISION WIRING  
 • REPLACEMENT NURSE CALL INDICATOR LIGHTS  
 ELECTRICAL WORK WILL COMPLY WITH:  
 • NFPA 10 - NATIONAL ELECTRICAL CODE  
 • APPLICABLE PROVISIONS OF BCNYS.

8. FIRE PROTECTION SYSTEMS  
AUTOMATIC SPRINKLERS  
THE EXISTING BUILDING DOES NOT CONTAIN A SPRINKLER SYSTEM. UNDER EBCNYS LEVEL 2 ALTERATIONS:  
 • SPRINKLERS ARE TYPICALLY REQUIRED ONLY IF THE WORK AREA EXCEEDS 50% OF THE FLOOR OR TRIGGERS OTHER HIGH-RISE UPGRADE PROVISIONS.  
 BECAUSE THE WORK AREA IS LIMITED TO THE CORRIDOR, SPRINKLER INSTALLATION IS NOT TRIGGERED BY THIS SCOPE.  
 FIRE ALARM  
FIRE ALARM WORK IS BY OTHERS AND WILL COMPLY WITH APPLICABLE CODE REQUIREMENTS.

9. MEANS OF EGRESS  
THE PROJECT DOES NOT ALTER THE MEANS OF EGRESS LAYOUT. CORRIDORS WILL REMAIN:  
 • CONTINUOUS EXIT ACCESS  
 • COMPLIANT WITH EXISTING EXIT STAIR LOCATIONS  
 • MINIMUM WIDTHS MAINTAINED  
 NO REDUCTION IN EGRESS CAPACITY IS PROPOSED.

10. ACCESSIBILITY  
WORK LIMITED TO CORRIDOR FINISHES AND SYSTEMS DOES NOT ALTER DWELLING UNITS OR ENTRANCES.  
ACCESSIBILITY COMPLIANCE WILL FOLLOW BCNYS AND ADA REQUIREMENTS FOR ALTERED ELEMENTS.

11. STRUCTURAL WORK  
NO STRUCTURAL MODIFICATIONS ARE PROPOSED.  
REPLACEMENT OF GYPSUM WALLBOARD AND FINISHES DOES NOT AFFECT STRUCTURAL ELEMENTS.

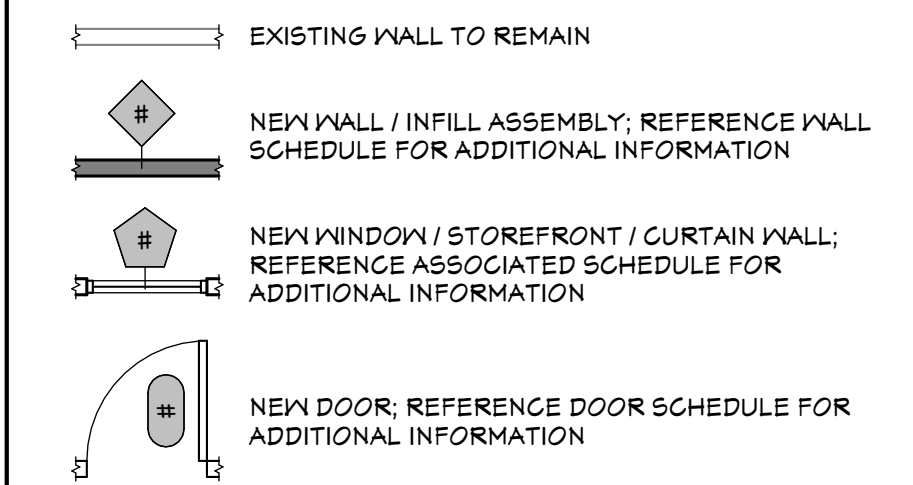
12. ENERGY CODE  
LIGHTING REPLACEMENTS WILL COMPLY WITH THE NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE.

13. SUMMARY  
THE PROPOSED RENOVATION WORK ON THE 10TH FLOOR CORRIDOR AT 321 LAKE TOWER CONSISTS OF LEVEL 2 ALTERATIONS UNDER THE EXISTING BUILDING CODE OF NEW YORK STATE.  
 THE WORK:  
 • DOES NOT CHANGE OCCUPANCY  
 • DOES NOT MODIFY BUILDING HEIGHT OR AREA  
 • DOES NOT ALTER STRUCTURAL ELEMENTS  
 • DOES NOT INCREASE OCCUPANT LOAD  
 • MAINTAINS EXISTING RATED CORRIDOR CONSTRUCTION  
 THEREFORE, THE PROJECT COMPLIES WITH THE EBCNYS WORK AREA METHOD FOR LEVEL 2 ALTERATIONS, WITH COMPLIANCE REQUIRED PRIMARILY WITHIN THE CORRIDOR WORK AREA.

**GENERAL NOTES** RENOVATION PLAN

1. REFERENCE ENLARGED PLANS FOR ADDITIONAL INFORMATION. REFERENCE SECTION DRAWINGS AND DETAILS FOR ADDITIONAL INFORMATION. REFERENCE INTERIOR ELEVATIONS FOR APPROX. SIGNAGE LOCATION AND ADDITIONAL INFORMATION.
2. ALL NEW WORK SHALL BE PLUMB, LEVEL AND SQUARE; SCRIBE TO FIT ALL NEW WORK TO EXISTING CONDITIONS.
3. CLEAN UP AT THE END OF EACH WORK DAY ANY / ALL DEBRIS, RUBBISH AND ANY OTHER WASTE MATERIALS RESULTING FROM WORK OF THIS PROJECT.
4. PROVIDE AND INSTALL SOLID THROUGH-WALL BLOCKING AT ALL AREAS OF WALL-MOUNTED CABINETRY, FIXTURES AND EQUIPMENT.
5. ALL DIMENSIONS SHOWN ON THIS SHEET ARE TO FACE OF FINISH, U.N.O.
6. ALL SIGNAGE AND WALL GRAPHICS DEPICTED IN THESE DRAWINGS ARE APPROXIMATE AND FOR REFERENCE ONLY. EXACT SIZES, VERBIAGE, AND LOCATIONS SHALL BE APPROVED BY RHA.

**LEGEND** RENOVATION PLAN



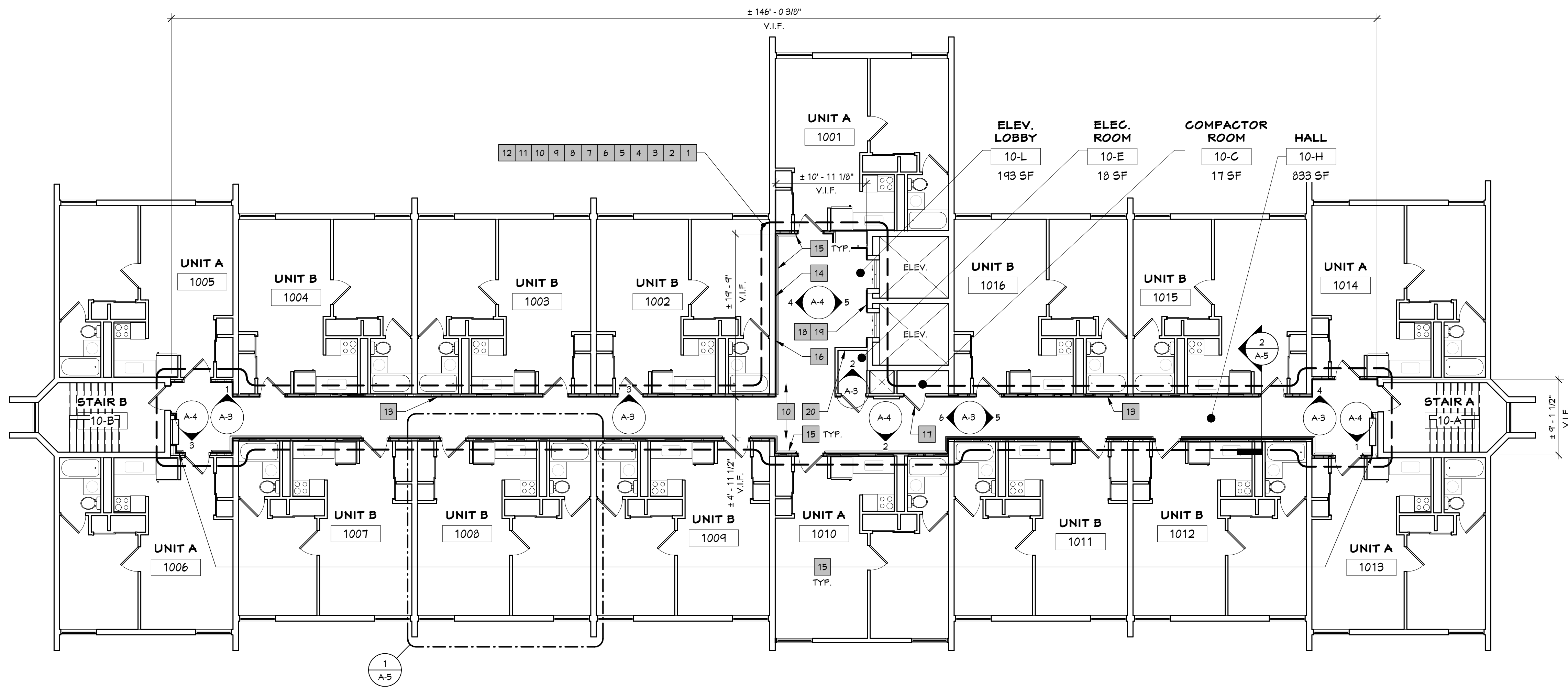
**ROOM FINISH SCHEDULE**

**TENTH FLOOR**

ROOM TAG	ROOM NAME	FLOOR	WALL BASE	WALLS				DOOR / WINDOW TRIM	CEILING	NOTES
				NORTH	EAST	SOUTH	WEST			
10-H	HALL	LVT	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	ACT	COLORS BY RHA. WALL SHEEN: MATTE. DOOR SHEEN: SEMI-GLOSS
10-L	ELEV. LOBBY	LVT	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	ACT	COLORS BY RHA. WALL SHEEN: MATTE. DOOR SHEEN: SEMI-GLOSS

**KEYNOTES** RENOVATION PLAN

1. REMOVE AND DISPOSE OF MASTIC FROM ALL EXISTING CMU WALLS FOR INSTALLATION OF NEW GYPSUM WALL BOARD, COMPLETE, THIS AREA.
2. PROVIDE AND INSTALL TWO (2) LAYERS 5/8" TYPE X GYPSUM WALL BOARD ON HALL SIDE OF ALL EXISTING METAL STUD WALLS. THIS AREA, U.N.O. PROVIDE AND INSTALL ONE (1) LAYER 5/8" TYPE X GYPSUM WALL BOARD ON HALL SIDE OF ALL EXISTING CMU WALLS, THIS AREA, U.N.O.
3. PROVIDE AND INSTALL SIGNAGE, KICK PLATES AND DOOR SWEEPS ON ALL EXISTING UNIT DOORS.
4. PROVIDE AND INSTALL SUSPENDED ACOUSTICAL CEILING SYSTEM, THIS AREA; REFERENCE REFLECTED CEILING PLAN FOR ADDITIONAL INFORMATION.
5. PROVIDE AND INSTALL WALL-MOUNTED UNIT CALL LIGHTS AT ALL EXISTING UNIT DOORS, UTILIZE EXISTING WIRING LOCATION.
6. PROVIDE AND INSTALL MINERAL WOOL INSULATION IN ALL WALL STUD CAVITIES, THIS AREA.
7. PROVIDE AND INSTALL WALL BASE AND CORNER GUARDS U.N.O., THIS AREA.
8. PROVIDE AND INSTALL WAYFINDING AND GENERAL SIGNAGE ON WALLS AND DOORS, THIS AREA.
9. PROVIDE AND INSTALL FIRE CAULKING AT TOP AND BOTTOM OF ALL HALL WALLS, AND AROUND DOOR FRAMES.
10. PROVIDE AND INSTALL FLOORING, THIS AREA. ORIENTATION AS SHOWN, VERIFY WITH RHA.
11. PROVIDE AND INSTALL WALL-MOUNTED PLUMBING ACCESS DOORS AT ALL EXISTING PLUMBING ACCESS OPENINGS IN HALL; REFERENCE ENLARGED PLAN, SECTION AND ELEVATION DRAWINGS FOR ADDITIONAL INFORMATION.
12. PREPARE, PRIME AND PAINT ALL WALLS, DOORS AND FRAMES, AND FIRE CABINETS, THIS AREA.
13. REPLACE EXISTING POWER RECEPTACLE TO MATCH EXISTING, AND PROVIDE NEW COVER PLATE, THIS LOCATION, EXISTING BOX SHALL REMAIN.
14. PROVIDE AND INSTALL WAYFINDING GRAPHIC ON THIS WALL.
15. PROVIDE AND INSTALL CONTINUOUS HANDRAIL ON EXISTING HALL EAST WALL, ON SOUTH ELEVATOR WALL, AND ON NORTH ELEVATOR WALL. PROVIDE AND INSTALL CONTINUOUS THROUGH-WALL BLOCKING AS REQUIRED.
16. PROVIDE AND INSTALL "NO TRASH" SIGN, THIS WALL.
17. PROVIDE AND INSTALL "COMPACTOR ROOM" SIGN, THIS DOOR.
18. REMOVE AND DISPOSE OF EXISTING WALL-MOUNTED SIGNAGE. PROVIDE AND INSTALL "NO SMOKING" AND "DO NOT TAKE ELEVATOR" SIGNS, THIS WALL.
19. CLEAN EXISTING ELEVATOR WALL TILE, CORNER GUARDS, AND ELEVATOR CALL BUTTONS, THIS WALL.
20. REMOVE AND DISPOSE OF EXISTING CABLE TV BOXES (2) AND OUTPUT LINES FROM ELEC. ROOM CMU WALL. PROVIDE AND INSTALL NEW CABLE TV DISTRIBUTION BOX AND HOOK-UP TO EXISTING INPUT LINES. PROVIDE AND INSTALL 3/4" METAL CONDUIT FROM ELEC. ROOM TO ALL UNITS. REFERENCE REFLECTED CEILING PLAN, ENLARGED PLAN, AND ELEVATION DRAWINGS FOR ADDITIONAL INFORMATION.



**1 TENTH FLOOR RENOVATION PLAN**  
1/8" = 1'-0"

**Peter L. Morse & Associates**  
ARCHITECTS A. I. A.  
311 Alexander St.  
Suite 215  
Rochester, N. Y. 14604  
Phone 585-530-2230  
Fax 585-530-3302



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**REVISIONS**

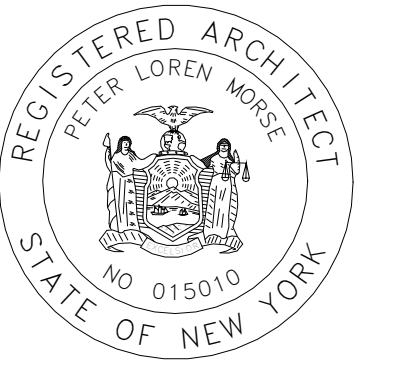
#	DESCRIPTION	DATE

**RENOVATIONS TO TENTH FLOOR**  
**321 LAKE AVENUE**  
ROCHESTER, NY 14608  
**ROCHESTER HOUSING AUTHORITY**  
675 WEST MAIN STREET  
ROCHESTER, NY 14611

DRAWING TITLE  
**TENTH FLOOR RENOVATION PLAN**

DRAWING NO. drawn by .AAP  
checked PLM  
**A-1** proj. capt. PLM  
date 3.26.2026  
proj. no. X

ISSUE DATE



*Peter L. Morse*

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**GENERAL NOTES** REFLECTED CEILING PLAN

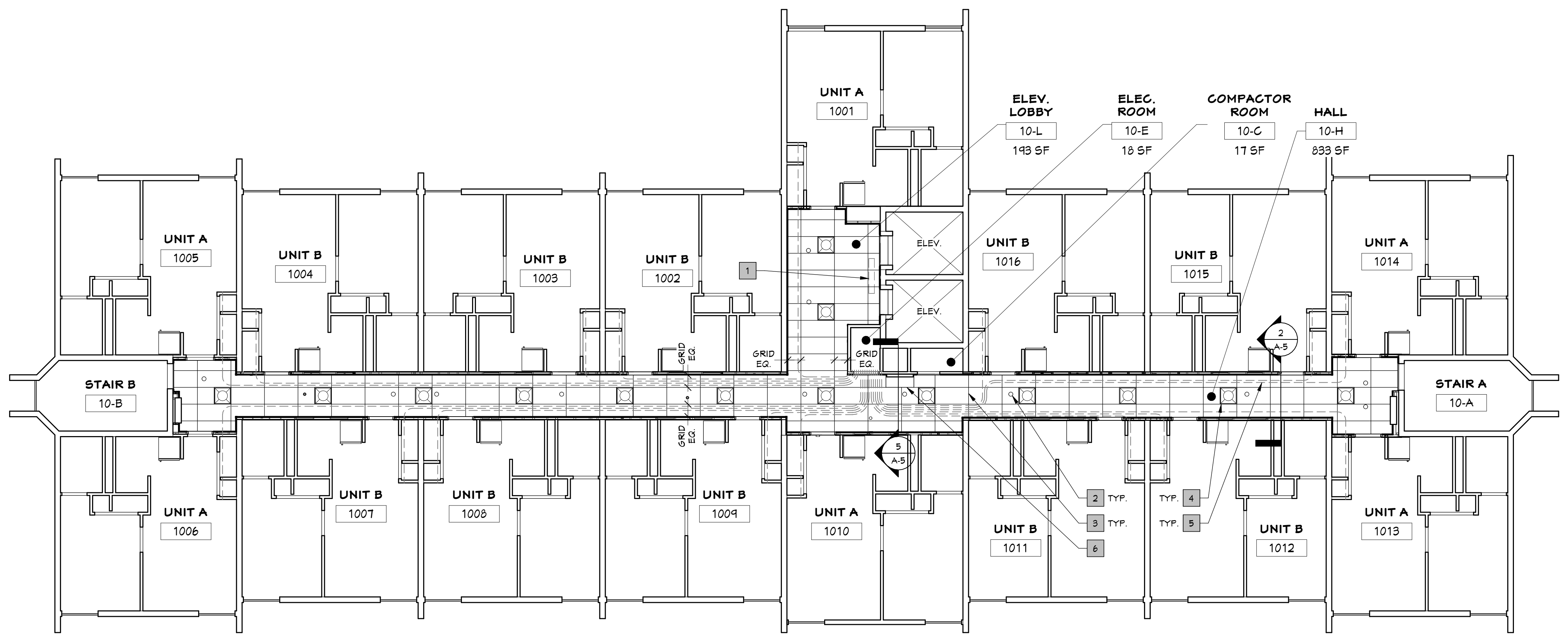
1. REFERENCE ENLARGED PLANS FOR ADDITIONAL INFORMATION.
2. ALL NEW WORK SHALL BE PLUMB, LEVEL AND SQUARE; SCRIBE TO FIT ALL NEW WORK TO EXISTING CONDITIONS.
3. CLEAN UP AT THE END OF EACH WORK DAY ANY / ALL DEBRIS, RUBBISH AND ANY OTHER WASTE MATERIALS RESULTING FROM WORK OF THIS PROJECT.
4. ALL M.E.P. FIXTURES, EQUIPMENT, LINES, AND BOXES SHOWN ON THIS DRAWING ARE FOR REFERENCE ONLY. M.E.P. CONTRACTOR SHALL DETERMINE EXACT SIZES AND LOCATIONS BASED ON FIELD CONDITIONS.

**LEGEND** REFLECTED CEILING PLAN

- EXISTING WALL TO REMAIN
- NEW SOFFIT / BULKHEAD ASSEMBLY; REFERENCE WALL SCHEDULE FOR ADDITIONAL INFORMATION
- HEADER; REFERENCE WALL SCHEDULE FOR ADDITIONAL INFORMATION
- SUSPENDED ACOUSTICAL CEILING SYSTEM
- CEILING-MOUNTED FIXTURE
- HVAC SUPPLY AIR GRILLE
- HVAC RETURN AIR GRILLE

**KEYNOTES** REFLECTED CEILING PLAN

1. REMOVE AND DISPOSE OF EXISTING LIGHT FIXTURE. PREPARE FOR INSTALLATION OF NEW CEILING SYSTEM AND NEW FIXTURES.
2. PROVIDE AND INSTALL METAL COVER PLATE WITH KNOCK-OUT ON EXISTING DECK-MOUNTED J-BOX. PROVIDE POWER TO NEW LIGHT FIXTURES WITH 12/2 MC WHP.
3. PROVIDE AND INSTALL 2' x 4' SUSPENDED ACOUSTICAL CEILING SYSTEM; REFERENCE DRAWING FOR GRID LAYOUT.
4. PROVIDE AND INSTALL 2' x 2' LIGHT FIXTURE IN SUSPENDED ACOUSTICAL CEILING.
5. PROVIDE AND INSTALL 3/4" METAL CONDUIT FROM ELEC. ROOM TO UNITS. SURFACE MOUNTED ON EXISTING CLOSET WALLS. FIRE CAULK BOTH SIDES OF ALL PENETRATIONS THROUGH HALL WALL, TYP. ALL UNITS.
6. PROVIDE FRAMED ANGLED SHROUD AROUND EXISTING HVAC SUPPLY AIR VENT LOCATION TO ALLOW UNOBSTRUCTED FLOW OF SUPPLY AIR TO HALL. VERIFY EXTENTS IN FIELD. PROVIDE AND INSTALL NEW SUPPLY AIR GRILLE ON EXISTING SUPPLY AIR VENT OPENING. PREPARE, PRIME, AND PAINT TO MATCH WALLS.



**1 TENTH FLOOR REFLECTED CEILING PLAN**  
1/8" = 1'-0"

**REVISIONS**

#	DESCRIPTION	DATE

**RENOVATIONS TO TENTH FLOOR**  
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ROCHESTER, NY 14608  
**ROCHESTER HOUSING AUTHORITY**  
675 WEST MAIN STREET  
ROCHESTER, NY 14611

DRAWING TITLE  
**TENTH FLOOR REFLECTED CEILING PLAN**

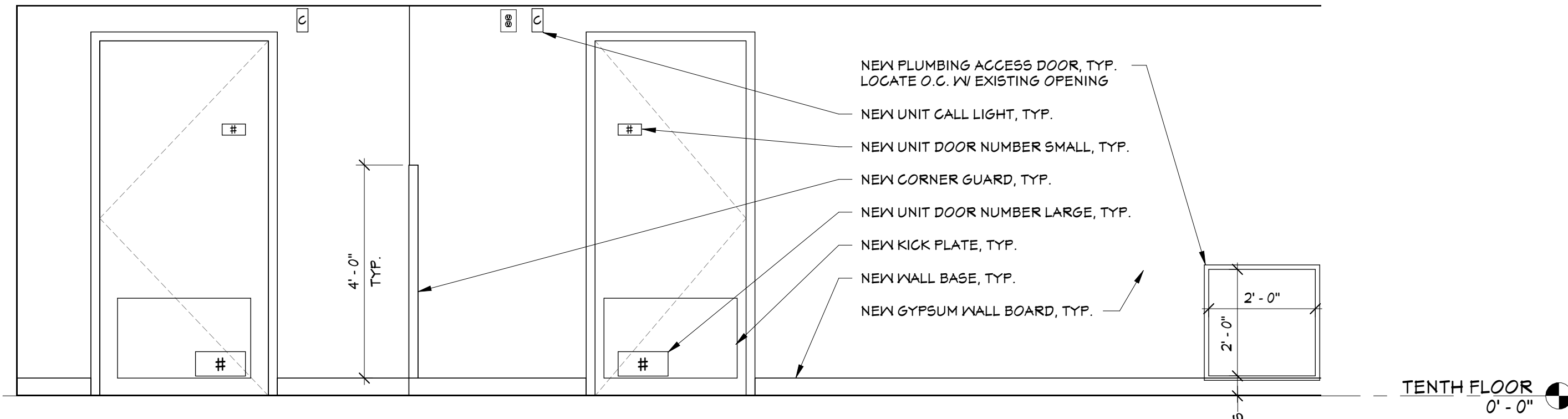
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drawn by .AAP  
checked PLM  
proj. capt. PLM  
date 3.26.2026  
proj. no. X

ISSUE DATE

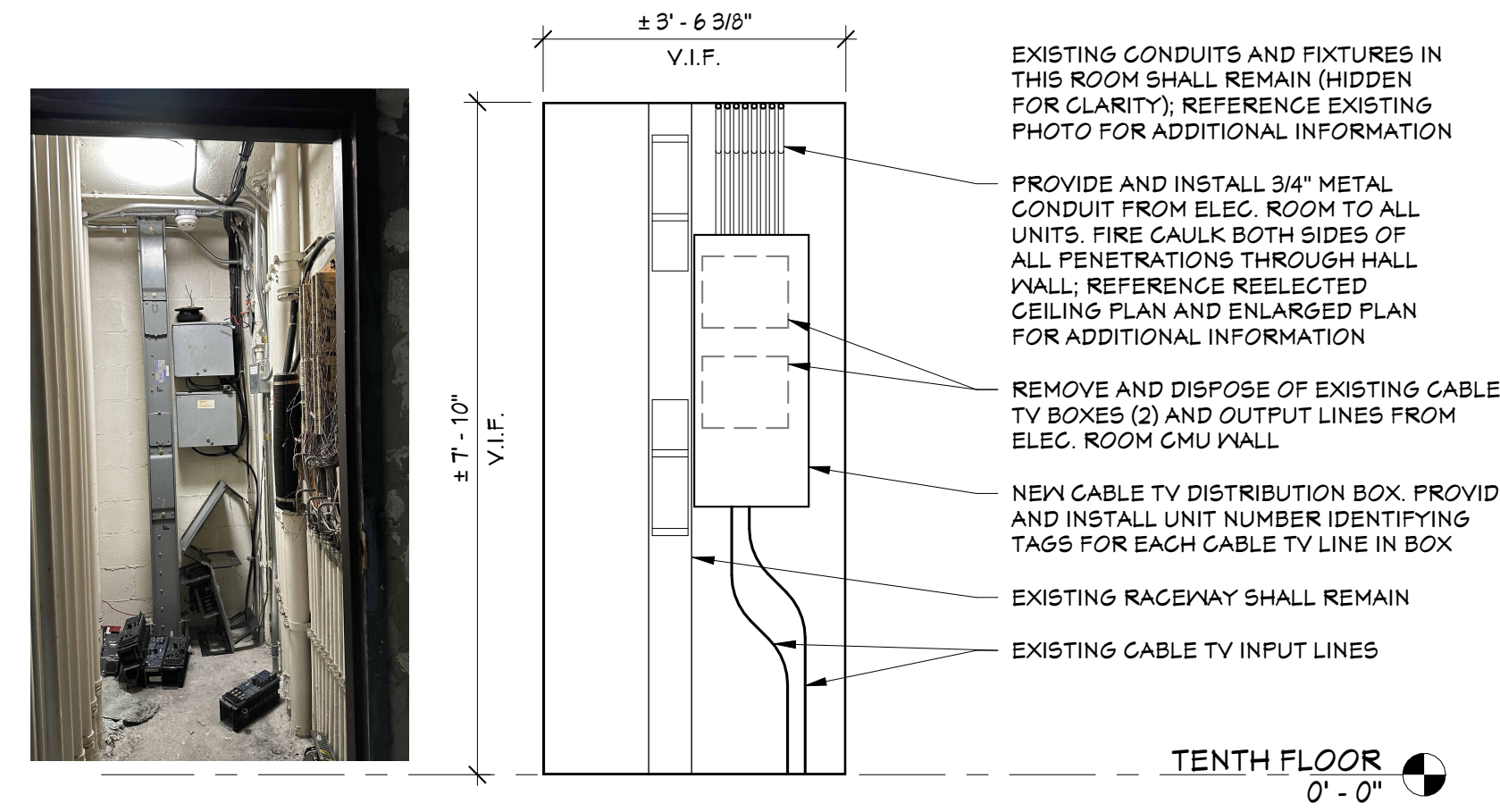


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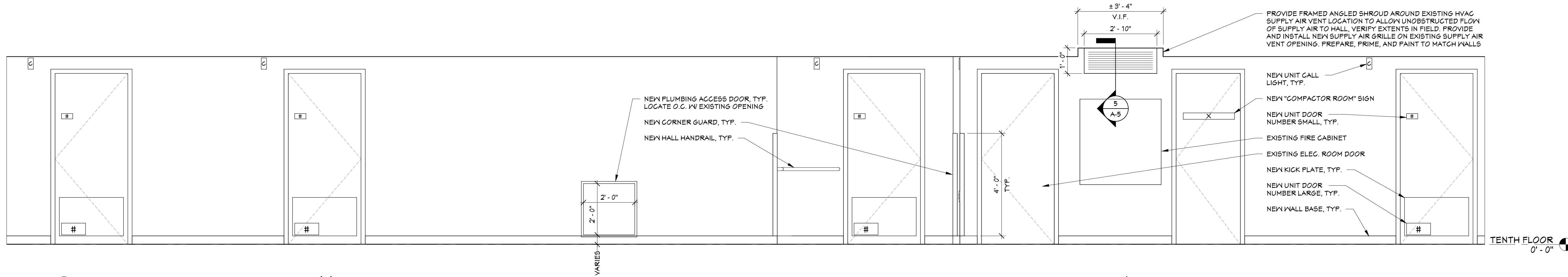
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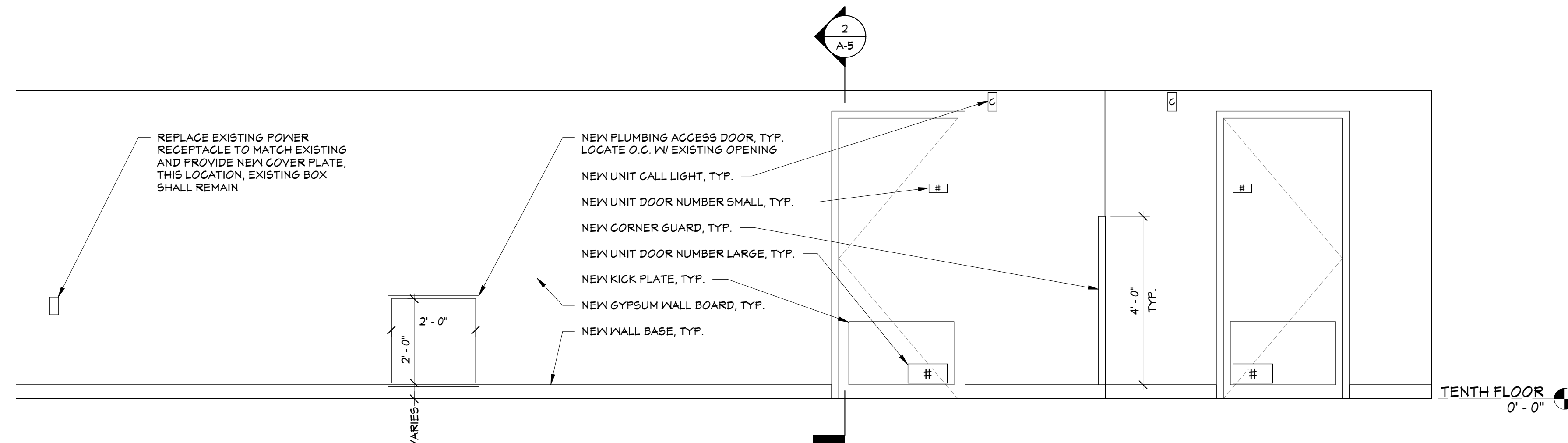
1 INTERIOR ELEVATION - HALL WEST (1)  
1/2" = 1'-0"



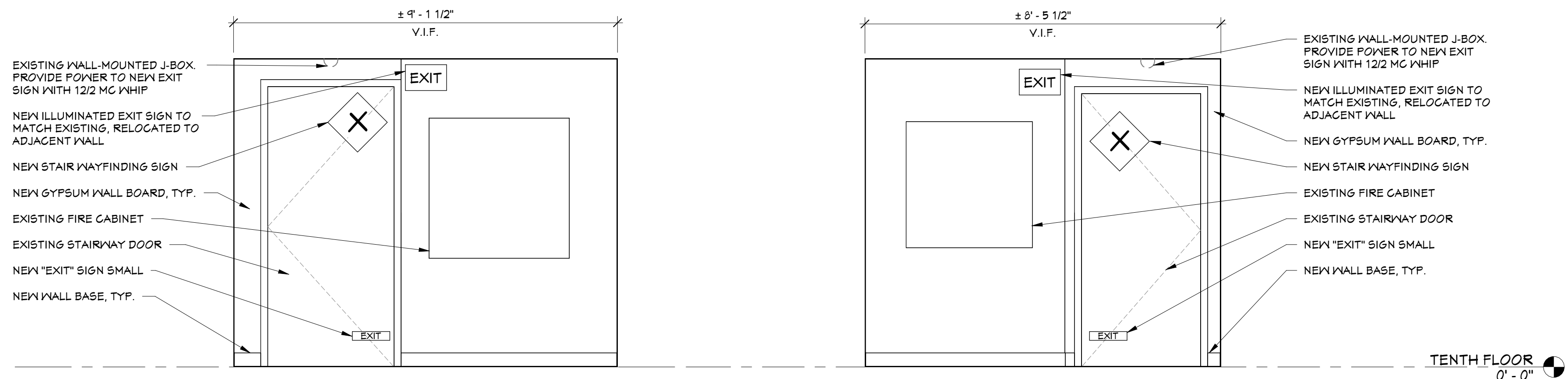
2 INTERIOR ELEVATION - ELEC. ROOM  
1/2" = 1'-0"



3 INTERIOR ELEVATION - HALL WEST (2)  
1/2" = 1'-0"



4 INTERIOR ELEVATION - HALL WEST (3)  
1/2" = 1'-0"



5 INTERIOR ELEVATION - HALL NORTH  
1/2" = 1'-0"

6 INTERIOR ELEVATION - HALL SOUTH  
1/2" = 1'-0"

REVISIONS		
#	DESCRIPTION	DATE

**RENOVATIONS TO TENTH FLOOR**

**321 LAKE AVENUE**  
ROCHESTER, NY 14608

**ROCHESTER HOUSING AUTHORITY**  
675 WEST MAIN STREET  
ROCHESTER, NY 14611

DRAWING TITLE

**INTERIOR ELEVATIONS**

DRAWING NO. **A-3**

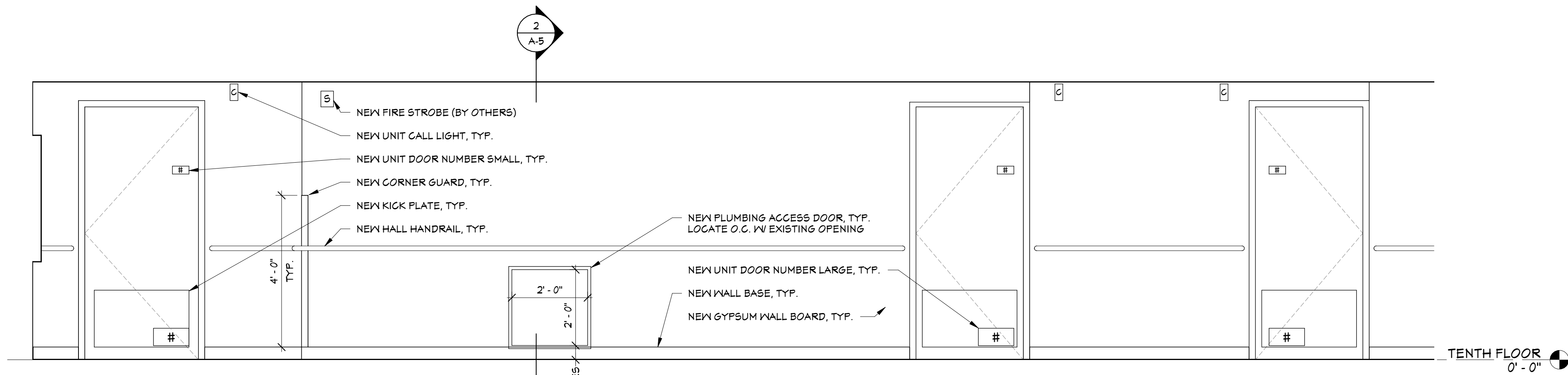
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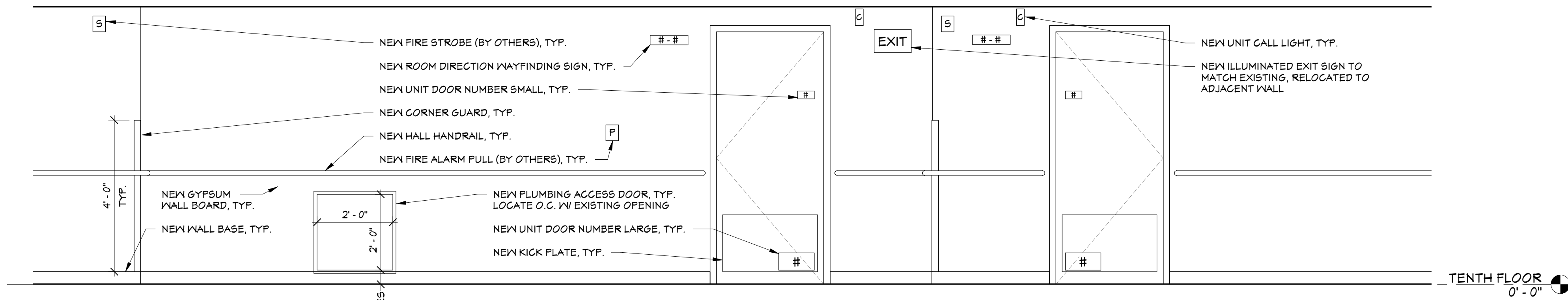


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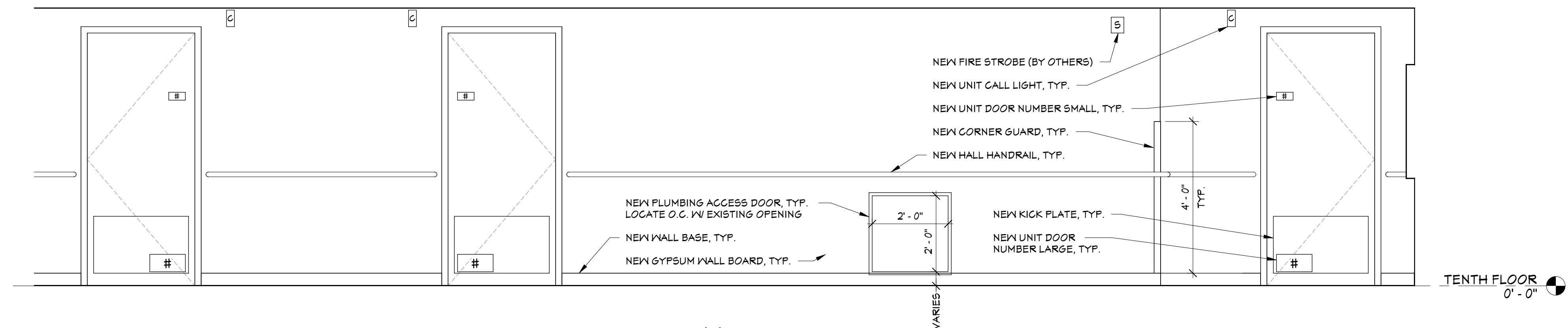
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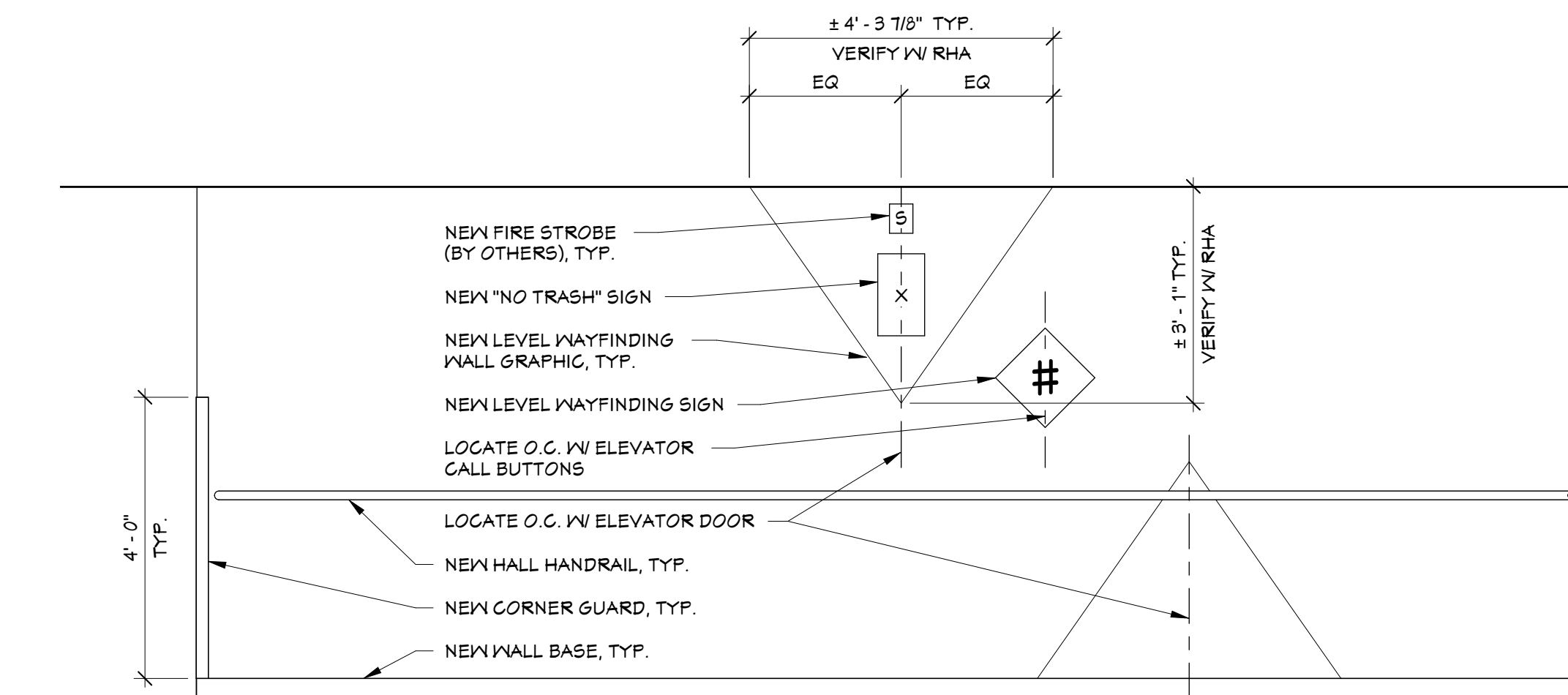
1 INTERIOR ELEVATION - HALL EAST (1)  
 1/2" = 1'-0"



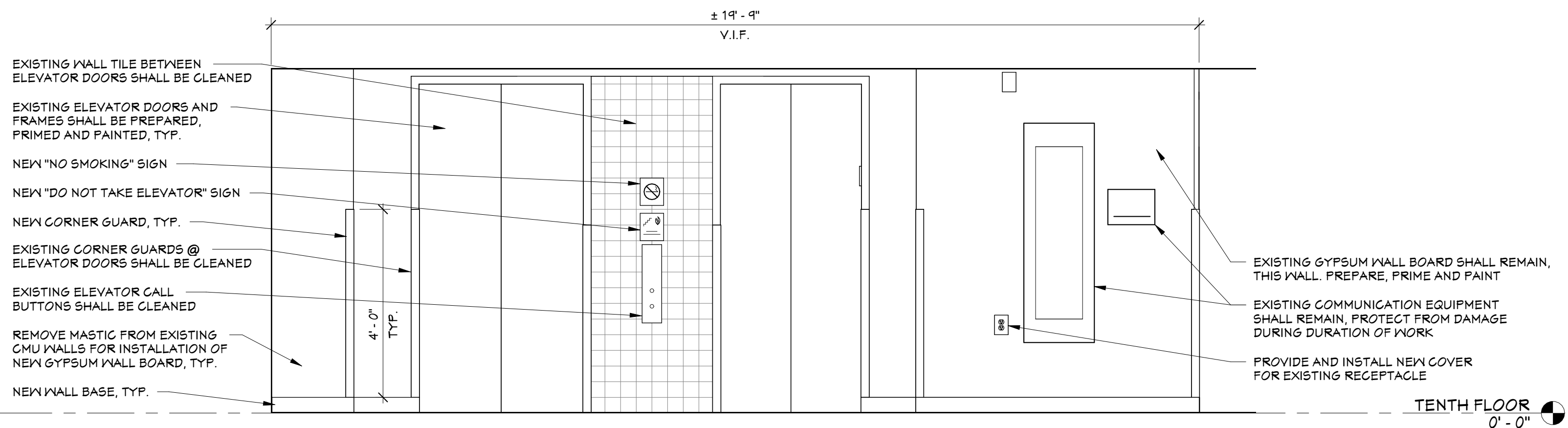
2 INTERIOR ELEVATION - HALL EAST (2)  
 1/2" = 1'-0"



3 INTERIOR ELEVATION - HALL EAST (3)  
 1/2" = 1'-0"



4 INT. ELEV. - ELEVATOR SOUTH  
 1/2" = 1'-0"



5 INT. ELEV. - ELEVATOR NORTH  
 1/2" = 1'-0"

REVISIONS		
#	DESCRIPTION	DATE

**RENOVATIONS TO TENTH FLOOR**

**321 LAKE AVENUE**  
 ROCHESTER, NY 14608

**ROCHESTER HOUSING AUTHORITY**  
 675 WEST MAIN STREET  
 ROCHESTER, NY 14611

DRAWING TITLE

**INTERIOR ELEVATIONS**

DRAWING NO. **A-4**

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 checked PLM  
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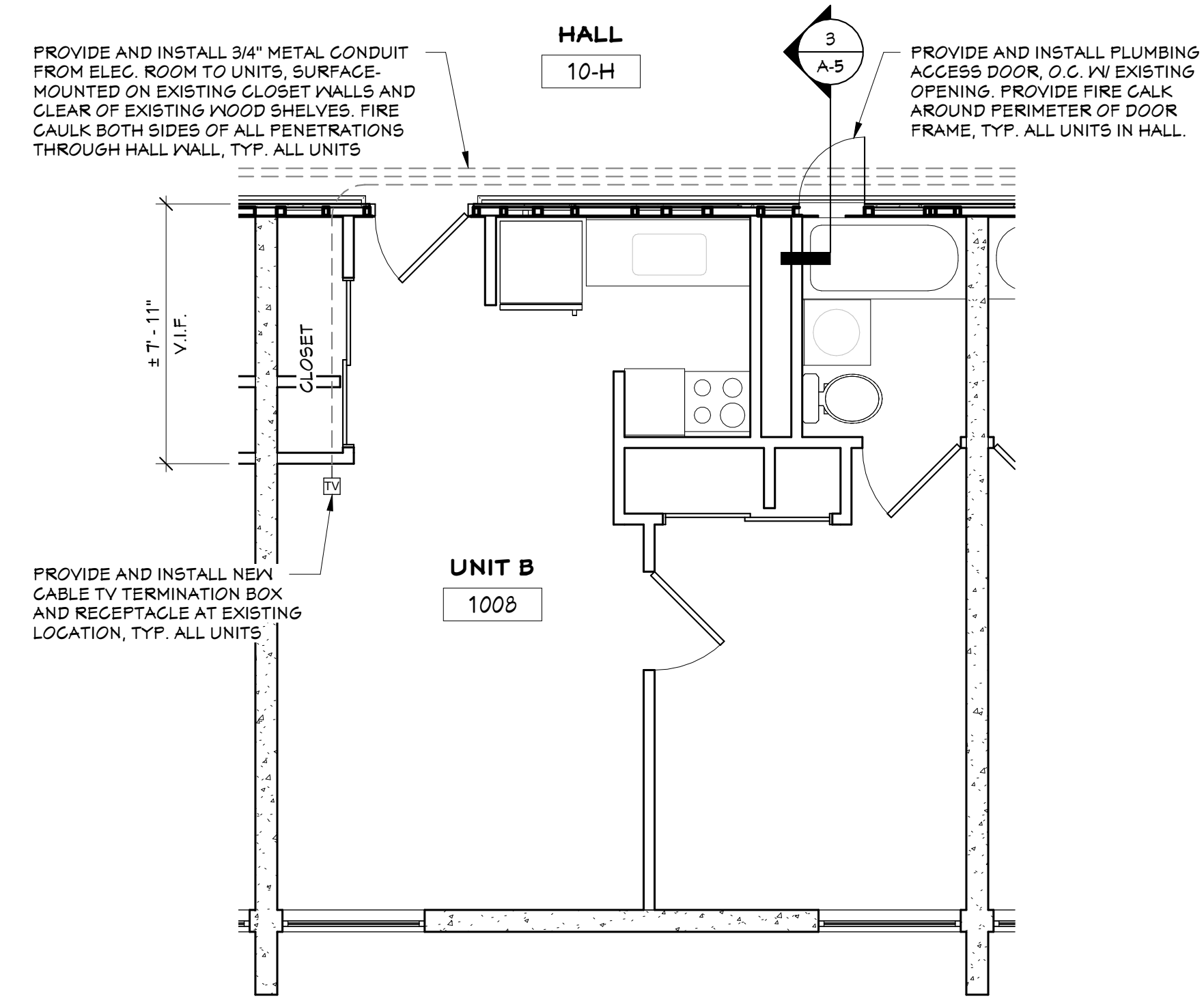
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**ROCHESTER HOUSING AUTHORITY**  
675 WEST MAIN STREET  
ROCHESTER, NY 14611

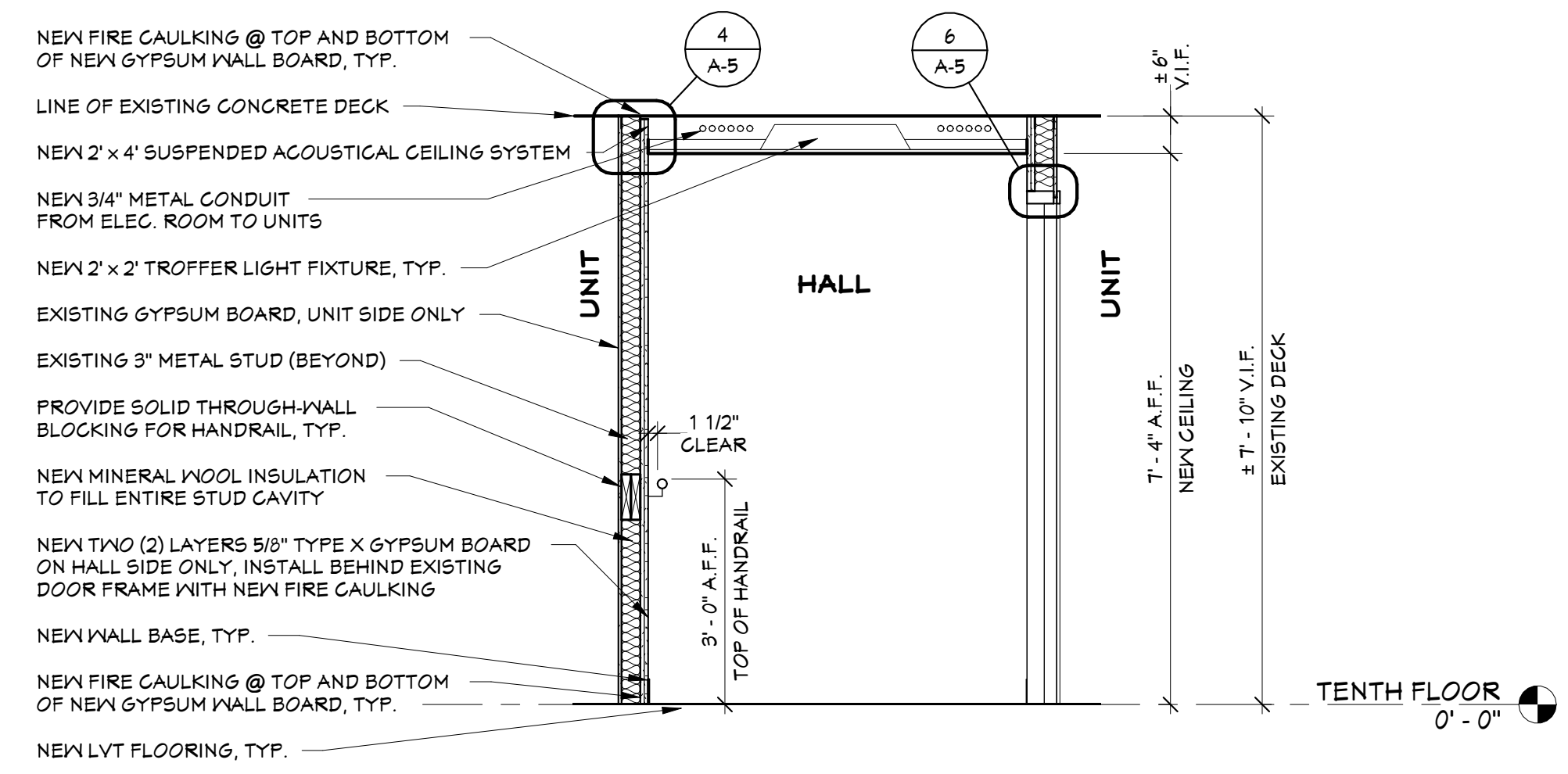
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**ENLARGED PLANS, SECTIONS AND DETAILS**

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drawn by .AAP  
checked PLM  
proj. capt. PLM  
date 3.26.2026  
proj. no. X

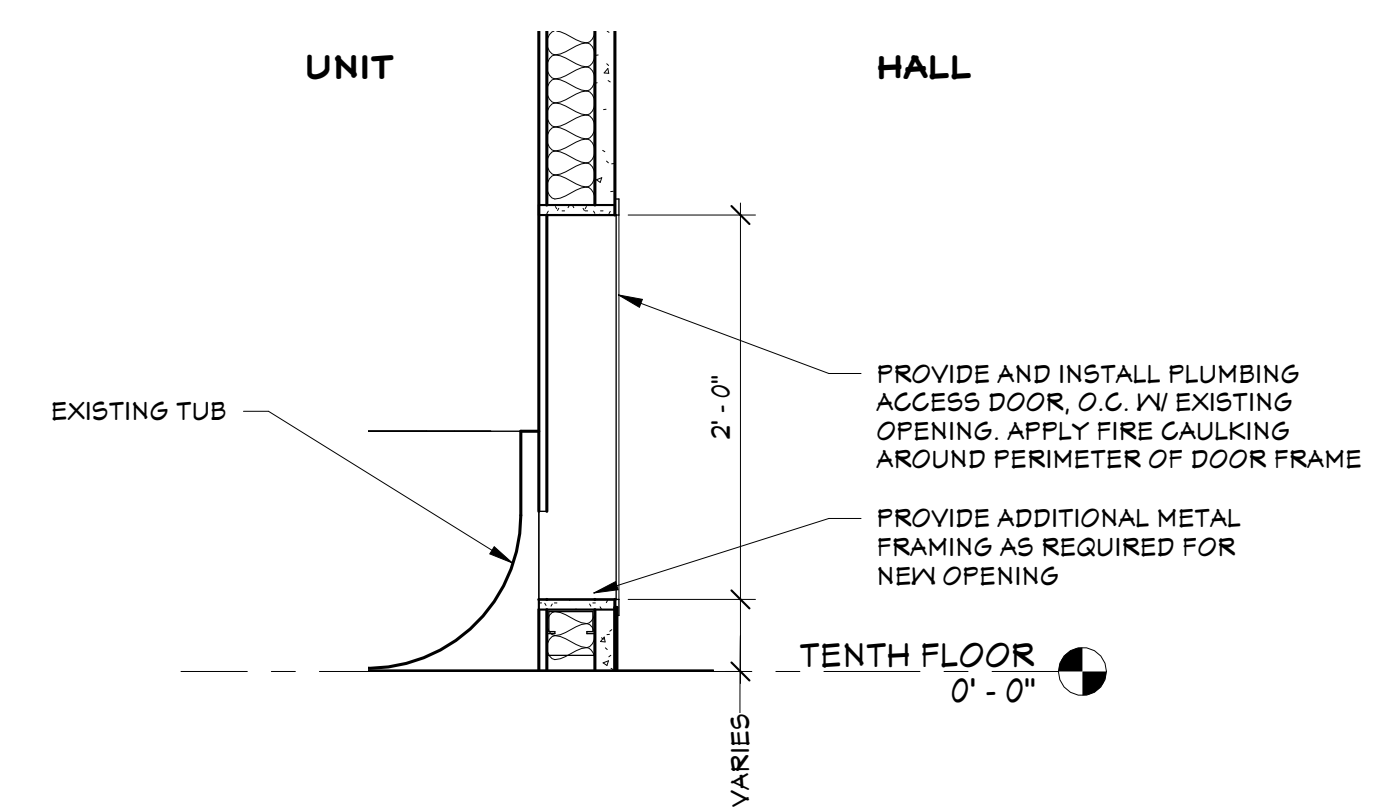
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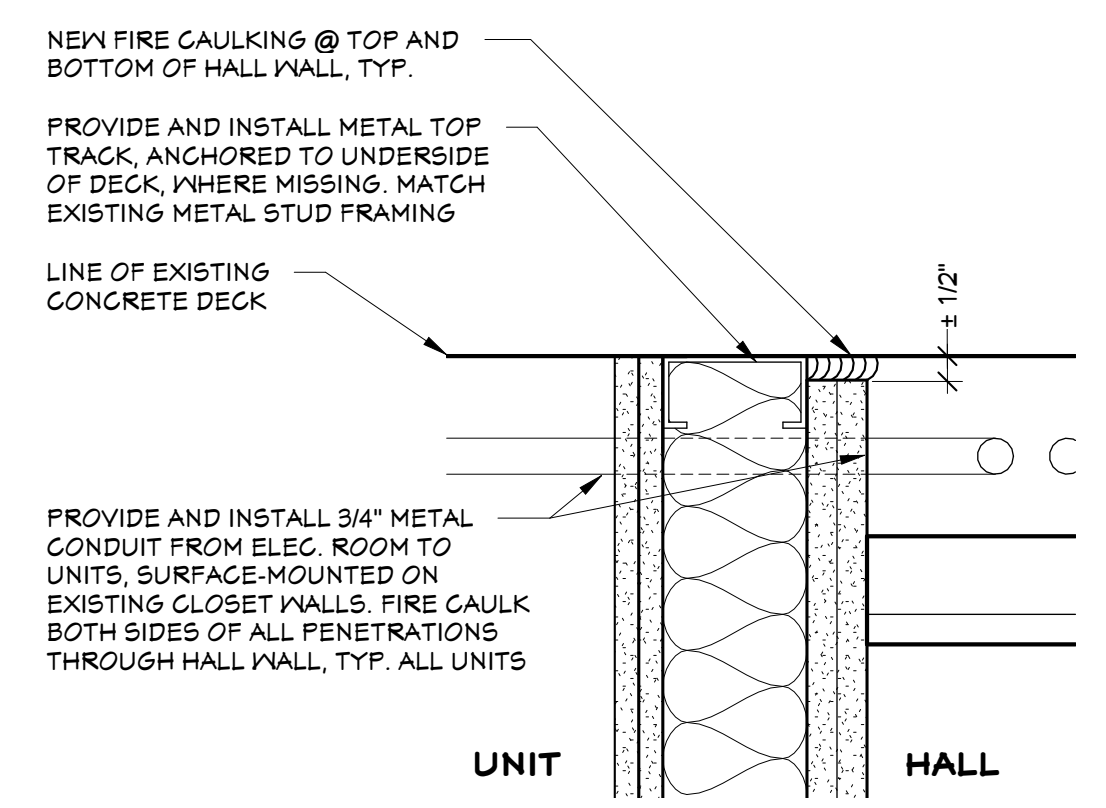
**1 ENLARGED PLAN - UNIT, TYPICAL**  
1/4" = 1'-0"



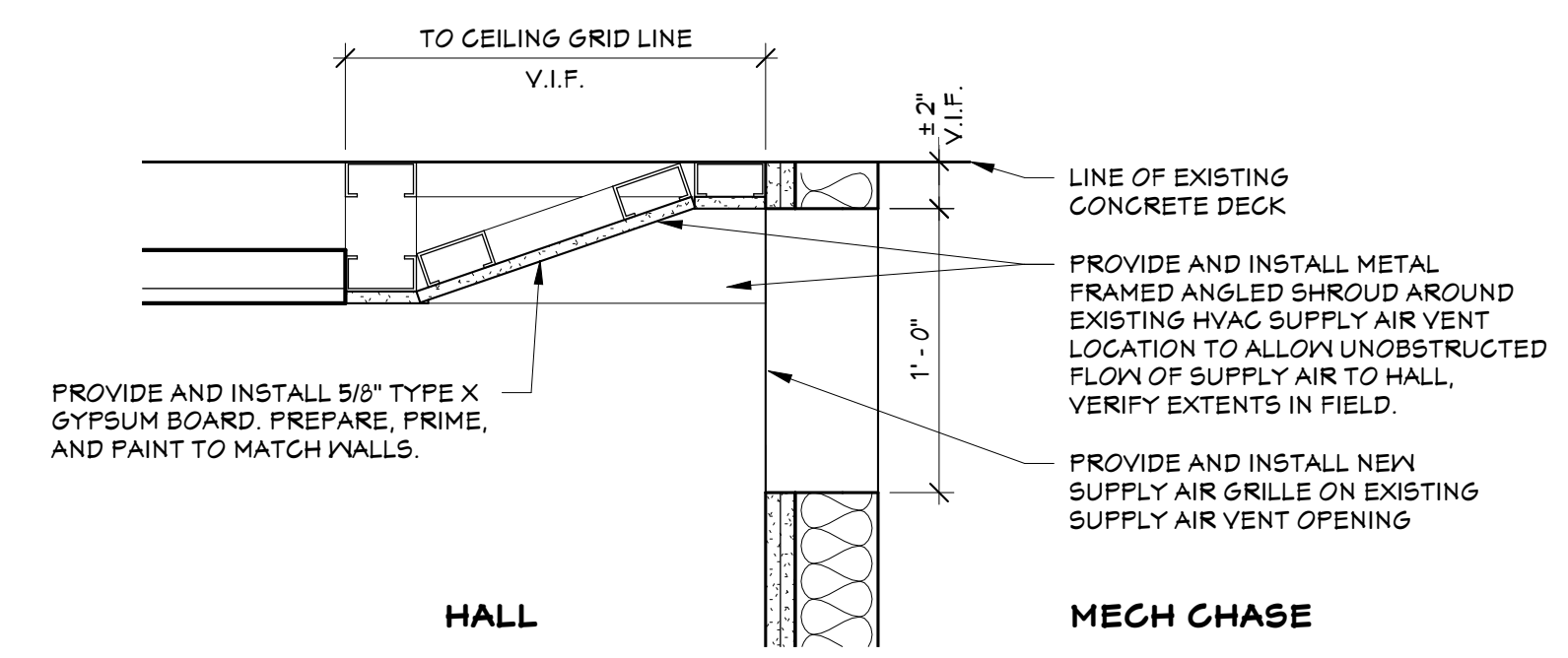
**2 HALL SECTION, TYPICAL**  
1/2" = 1'-0"



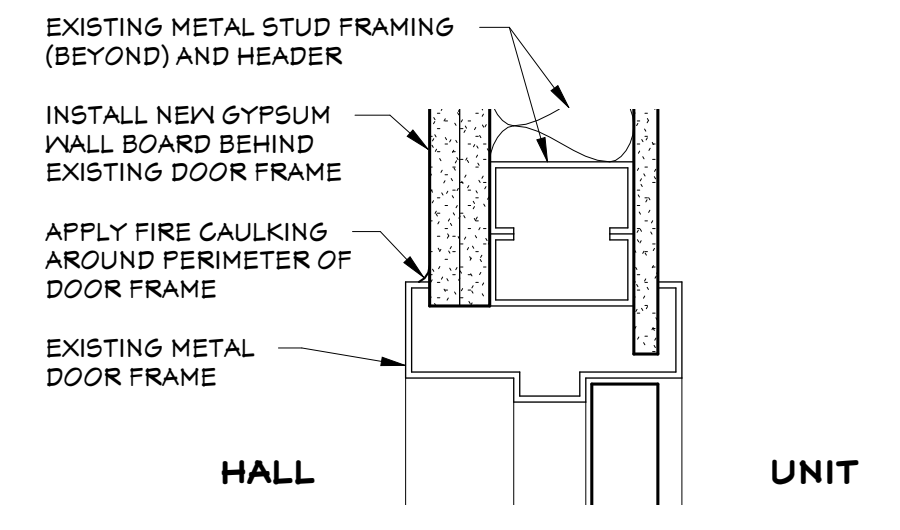
**3 PLUMBING ACCESS DOOR, TYPICAL**  
1" = 1'-0"



**4 HALL TOP TRACK DETAIL, TYPICAL**  
3" = 1'-0"



**5 CEILING SHROUD DETAIL SECTION**  
1 1/2" = 1'-0"



**6 HALL DOOR DETAIL, TYPICAL**  
3" = 1'-0"



# Project Manual

For:

**10<sup>th</sup> Floor Corridor Renovations**

**321 Lake Avenue**

Rochester, New York 14608

**Single Prime Contract**

March 26, 2026



Peter L. Morse  
& Associates  
Architects A.I.A.

311 Alexander St. – Suite 215 - Rochester, NY 14604  
p. (585) 530-2230 e. peterlmorse@aol.com w. peterlmorse.com

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**321 Lake Ave., Rochester, NY 14608**  
**Rochester Housing Authority**

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000115	List of Drawings

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012900	Payment Procedures
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013200	Construction Progress Documentation
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**321 Lake Ave., Rochester, NY 14608**  
**Rochester Housing Authority**

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**END OF SECTION**

**SECTION 000115**

**LIST OF DRAWINGS**

**1.01 DRAWINGS**

- A. The Contract Drawings, which accompany this Project Manual and form a part of the Contract Documents, are listed below

**1.01 DRAWINGS**

- A. **CONTRACT DRAWINGS:** The Contract Drawings which accompany this Project Manual and form a part of the Contract Documents are listed by number below:

- T-1 Title Sheet
- A-1 Tenth Floor Renovation Plan
- A-2 Tenth Floor Reflected Ceiling Plan
- A-3 Interior Elevations
- A-4 Interior Elevations
- A-5 Enlarged Plans, Sections and Details

**END OF LIST**

## SECTION 011000

### SUMMARY OF THE WORK

#### 1.01 GENERAL

#### 1.02 RELATED DOCUMENTS

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

#### 1.03 SUMMARY

- B. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Work phases.
  - 4. Work under other contracts.
  - 5. Products ordered in advance.
  - 6. Use of premises.
  - 7. Owner's occupancy requirements.
  - 8. Work restrictions.
  - 9. Specification formats and conventions.

#### 1.04 WORK COVERED BY CONTRACT DOCUMENTS

- C. Project Identification:
  - 1. Project Owner: Rochester Housing Authority
  - 2. Project Location: Lake Tower – 10<sup>th</sup> floor – 321 Lake Ave., Rochester, NY
  - 3. Owner's Representative: James Senger – Project Manager, RHA.
- D. Architect: Peter L. Morse & Associates – Architects AIA
- E. In paragraph and first subparagraph below, include an abbreviated summary of the Work for Project described above. See Evaluations.
- F. The Work consists of the following:
  - 1. The Work includes
    - a. Complete interior renovations to the 10<sup>th</sup> floor corridor. Remodel work per specs, with preservation of existing incoming electrical, plumbing, with modifications for new connections for Cable TV into each apartment as shown. Existing mechanical runs shall remain in place as noted on the plans.
    - b. Fire Alarm system replacement has been completed.

## **SECTION 011000**

### **SUMMARY OF THE WORK**

#### **1.2 TYPE OF CONTRACT**

- A. Project will be constructed under a single contract.
  - 1. Contract shall be provided by RHA.

#### **1.3 WORK PHASES**

- A. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of RHA's personnel for all phases of the Work.

#### **1.4 WORK UNDER OTHER CONTRACTS**

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

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

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine constructions operations to fifty feet around the perimeter of the work area.
  - 2. Owner Occupancy: Allow for RHA's and the Architect's representative inspection of Project site.
  - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to RHA 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.
- C. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## SECTION 011000

### SUMMARY OF THE WORK

#### 1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: RHA will occupy this floor only after construction has been completed and to the satisfaction of the staff. Cooperate with RHA during construction operations for inspections of the work.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from RHA and authorities having jurisdiction.
  - 2. Provide not less than 24 hours' notice to RHA of activities that will affect RHA operations.
- B. Subparagraphs below describe procedures and requirements necessary before partial occupancy of portions of Project.
  - 1. Architect will prepare a Certificate of Substantial Completion for the Work to be occupied before Owner occupancy.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before occupancy.
  - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
  - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

#### 1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday except otherwise indicated.
  - 1. Weekend Hours: With RHA approval.
  - 2. Early Morning Hours: 7 am.
  - 3. Hours for Utility Shutdowns: as necessary.
- 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 the RHA representative not less than four days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without their written permission.

#### 1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

## **SECTION 011000**

### **SUMMARY OF THE WORK**

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  2. Division 1: Section 1 in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

### **1.9 MISCELLANEOUS PROVISIONS**

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 011000**

## SECTION 012600

### CONTRACT MODIFICATION PROCEDURES

#### SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

##### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

##### 1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on ProCore Construction Management Software.

##### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 7 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use forms acceptable to RHA.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.

## **SECTION 012600**

### **CONTRACT MODIFICATION PROCEDURES**

5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in this section if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use RHA Change Order Forms.

#### **1.4 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on RHA Change Order forms.

#### **1.5 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 012600**

## SECTION 012900

### PAYMENT PROCEDURES

#### SECTION 012900 - PAYMENT PROCEDURES

##### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

##### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

## SECTION 012900

### PAYMENT PROCEDURES

8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use RHA supplied forms for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Submittal schedule (preliminary if not final).
  5. List of Contractor's staff assignments.
  6. Copies of building permits.

## SECTION 012900

### PAYMENT PROCEDURES

7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  8. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707-1994, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012900**

## SECTION 013100

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. Requests for Information (RFIs).
  2. Project meetings.

##### 1.2 DEFINITIONS

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

##### 1.3 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.

##### 1.4 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 installation, connection, and operation.
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 separate contractors if coordination of their Work is required.

## SECTION 013100

### PROJECT MANAGEMENT AND COORDINATION

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. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

#### 1.5 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 specified.

1. Architect will return RFIs submitted to Architect 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 Architect.
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 solution(s) 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.

C. RFI Forms: ProCore Construction Management software.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.

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### PROJECT MANAGEMENT AND COORDINATION

- c. Requests for coordination information already indicated in the Contract Documents.
  - d. Requests for adjustments in the Contract Time or the Contract Sum.
  - e. Requests for interpretation of Architect's actions on submittals.
  - f. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect'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 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B.
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- 1.6 PROJECT MEETINGS
- A. General: The Owner or Architect will 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 Architect of scheduled meeting dates and times.
  2. Agenda: The Owner or Architect will prepare the meeting agenda and 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 everyone concerned.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, approximately 15 days before execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

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### PROJECT MANAGEMENT AND COORDINATION

2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing and long-lead items.
    - c. Designation of key personnel and their duties.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for RFIs.
    - f. Procedures for testing and inspecting.
    - g. Procedures for processing Applications for Payment.
    - h. Distribution of the Contract Documents.
    - i. Submittal procedures.
    - j. Preparation of record documents.
    - k. Use of the premises.
    - l. Work restrictions.
    - m. Working hours.
    - n. Responsibility for temporary facilities and controls.
    - o. Procedures for disruptions and shutdowns.
    - p. Parking availability.
    - q. Office, work, and storage areas.
    - r. Equipment deliveries and priorities.
    - s. First aid.
    - t. Security.
    - u. Progress cleaning.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: The Owner or Architect will conduct progress meetings at regular intervals.
1. Attendees: In addition to representatives of Owner and Architect, 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.
  2. 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) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Access.
      - 6) Site utilization.

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**PROJECT MANAGEMENT AND COORDINATION**

- 7) Temporary facilities and controls.
  - 8) Progress cleaning.
  - 9) Quality and work standards.
  - 10) Status of correction of deficient items.
  - 11) Field observations.
  - 12) Status of RFIs.
  - 13) Status of proposal requests.
  - 14) Pending changes.
  - 15) Status of Change Orders.
  - 16) Pending claims and disputes.
  - 17) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100**

**SECTION 013200**

**CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. 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. Construction schedule updating reports.
  - 3. Site condition reports.

**1.2 INFORMATIONAL SUBMITTALS**

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Two paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.

**1.3 COORDINATION**

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

**PART 2 - PRODUCTS**

**2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.

## SECTION 013200

### CONSTRUCTION PROGRESS DOCUMENTATION

Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.

2. Startup and Testing Time: Include no fewer than 10 days for startup and testing.
3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for RHA's administrative procedures necessary for certification of Substantial Completion.
4. Punch List and Final Completion: Include not more than 5 days for completion of punch list items and final completion.

- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work under More Than One Contract: Include a separate activity for each contract.
  2. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Use of premises restrictions.

### 2.2 REPORTS

- A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule 3 days before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END

## SECTION 013300

### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

##### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. ProCore Construction Management software shall be the method of delivery of all information.

##### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.

##### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

## SECTION 013300

### SUBMITTAL PROCEDURES

1. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  2. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  4. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  5. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  6. Resubmittal Review: Allow 10 days for review of each resubmittal.
  7. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to RHA and to the Architect, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.
    - g. Category and type of submittal.
    - h. Submittal purpose and description.
    - i. Specification Section number and title.
    - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. Related physical samples submitted directly.
    - n. Indication of full or partial submittal.
    - o. Transmittal number, numbered consecutively.

## SECTION 013300

### SUBMITTAL PROCEDURES

- p. Submittal and transmittal distribution record.
- q. Other necessary identification.
- r. Remarks.
- 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
  - a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- D. Options: Identify options requiring selection by Architect.
- E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via ProCore Construction Management software.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

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### SUBMITTAL PROCEDURES

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. ProCore Construction Management software.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. ProCore Construction Management software.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

## SECTION 013300

### SUBMITTAL PROCEDURES

2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit one set of Samples. Architect will retain Sample set;
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. ProCore Construction Management software.

## SECTION 013300

### SUBMITTAL PROCEDURES

- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- K. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- L. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- N. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

### 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

## SECTION 013300

### SUBMITTAL PROCEDURES

- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

**END OF SECTION 013300**

## SECTION 014000

### QUALITY REQUIREMENTS

#### SECTION 014000 - QUALITY REQUIREMENTS

##### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 3. Specific test and inspection requirements are not specified in this Section.

##### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## SECTION 014000

### QUALITY REQUIREMENTS

#### 1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.4 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## SECTION 014000

### QUALITY REQUIREMENTS

#### 1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

## SECTION 014000

### QUALITY REQUIREMENTS

- c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

## SECTION 014000

### QUALITY REQUIREMENTS

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

### 1.7 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.

### PART 2 - PRODUCTS (Not Used)

## SECTION 014000

### QUALITY REQUIREMENTS

#### PART 3 - EXECUTION

##### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

##### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END**

## SECTION 015000

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Temporary facilities and utilities required for the execution of the Work.
- B. Unless otherwise specified herein, temporary facilities shall not be required for this project.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

##### 2.02 TEMPORARY OFFICE

- A. The Contractor shall not be required to provide an office at the site, but shall be available at all times during business hours to answer questions from the Architect, and RHA
- B. Telephone: The Contractor shall provide and maintain a telephone fax machine and answering machine. This telephone shall be provided until the Work is completed.

##### 2.03 TEMPORARY ACCESS

- A. The Contractor shall be responsible for locating, providing and maintaining all temporary access to the construction site where such access will not interfere with the progress of the Work. The temporary access shall be for the free use of all, including Subcontractors, vendors, the Owner and the Architect. The temporary access shall be adequate to sustain the loads to be carried and shall be maintained in a useable condition at all times and not interfere with business operations.

##### 2.04 TEMPORARY UTILITIES

- A. **Sanitary Facilities**
  - 1. The Contractor shall provide drinking water from a proved safe source, so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains.
  - 2. The contractor shall provide temporary toilet facilities – Port-a-potty on premises away from the building on the grounds.

##### 2.05 TEMPORARY CONSTRUCTION

- A. The Contractor shall maintain equipment such as barricades, runways, derricks, chutes and the like, as required for proper execution of the Work. Such apparatus, equipment and construction shall be as required by all State and local laws applicable thereto.

## SECTION 015000

### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### 2.06 TEMPORARY STORAGE

- A. The Contractor and each Subcontractor shall provide storage off site as their needs may require. All materials shall be stored on the floor. Subcontractors shall coordinate the location of their sheds with the Contractor. No temporary structures shall be erected at the job site.

#### 2.07 SIGNS

- A. No signs, billboards or other advertisements shall be erected on the premises without the prior permission and approval of RHA.
- B. The Contractor shall erect signs where directed and remove at completion of project.
- C. The Contractor shall furnish and maintain all necessary temporary signs required for the performance of the Work such as "Office", "Men", "Women", "Danger", "High Voltage", etc.
- D. Project sign shall be erected by the Contractor as directed by the Owner.

#### 2.09 FIRST AID FACILITIES

- A. The Contractor shall provide and maintain adequate first aid services at all times during construction in accordance with Liability Insurance standards.

#### 2.10 TEMPORARY CONTROLS

- A. The Contractor shall be responsible for the maintenance of the following protection/control:
  - 1. Site access.
  - 2. Fire protection.
  - 3. Dust control.
  - 4. Protection of adjacent floors
  - 5. Barricades.
  - 6. Security.
  - 8. Site safety.

### PART 3 - EXECUTION

Not Used

**END**

## SECTION 016000

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

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

##### 1.2 DEFINITIONS

- A. Products: Items obtained 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 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. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," 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 additional manufacturers named in the specification.

##### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

## SECTION 016000

### PRODUCT REQUIREMENTS

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.4 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.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with 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 determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
  5. Provide high-lift equipment for delivery of gypsum board materials through tenth floor window designated by RHA. Access to elevator shall be limited to small items due to separate adjacent elevator work during this construction project. Delivery of other bulk materials via high-lift through tenth floor window shall be at the discretion of the contractor.
- C. 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.

## SECTION 016000

### PRODUCT REQUIREMENTS

#### 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.
  - 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. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
  
- C. Submittal Time: Comply with requirements in Section 017700 "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," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  
- B. Product Selection Procedures:
  - 1. Product: 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: 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:

## SECTION 016000

### PRODUCT REQUIREMENTS

- 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 be considered unless otherwise indicated.
  - 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 be considered unless otherwise indicated.
  - 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: 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 Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect'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, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require 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.

**SECTION 016000**

**PRODUCT REQUIREMENTS**

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 proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 017300**

### **EXECUTION**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Installation of the Work.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.

#### **PART 2 - PRODUCTS**

##### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.

#### **PART 3 - EXECUTION**

##### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

##### **3.2 PREPARATION**

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

## SECTION 017300

### EXECUTION

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and

## SECTION 017300

### EXECUTION

items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

**SECTION 017300**

**EXECUTION**

- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

**3.5 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION**

**SECTION 017329**

**CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Contractor and their subcontractors shall be responsible for doing his own cutting and patching
- B. Execute cutting, fitting or patching work as required to:
  - 1. Make several parts fit properly.
  - 2. Uncover work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work
  - 4. Remove and replace work not conforming to requirements of Contract Documents.
  - 5. Remove samples of installed work as specified for testing.
  - 6. Install specified work in existing construction.
  - 7. Removed sample to verify existing conditions and or materials to be replaced.
- C. In addition to Contract Requirements, upon written instructions of Architect:
  - 1. Uncover work to provide for Architect's observation of covered work.
  - 2. Remove samples of installed materials for testing.
  - 3. Remove work to provide for alteration of existing work.
- D. Do not endanger any work by cutting or altering work or any part of it.
- E. Do not cut, or alter work of another contractor, or subcontractor without permission of said contractor or written consent or architect, or unless otherwise noted in the contract documents.

**1.02 SUBMITTALS**

- A. Prior to cutting which affects structural safety or Project or work of another contractor, submit written notice to architect requesting consent to proceed with cutting, including:
  - 1. Identification of Project
  - 2. Description of affected work.
  - 3. Necessary for cutting.
  - 4. Affect on other work, on structural integrity of Project.
  - 5. Description of proposed work; designate:
    - a. Scope of cutting and patching.
    - b. Products proposed to be used.
    - c. Extent of refinishing.
- B. Prior to cutting and patching done on instruction of architect, submit cost estimate if work in not a part of the contract agreement.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. For replacement of work removed, comply with specifications for type of work to be done.
- B. Where no materials for replacement are specified, submit to architect written notice of similar and/or compatible material which contractor intends to use for approval prior to commencement of the work.

**SECTION 017329**

**CUTTING AND PATCHING**

**PART 3 - EXECUTION**

**3.01 INSPECTION**

- A. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of new products.

**3.02 PREPARATION**

- A. Prior to cutting:
  - 1. Provide shoring, bracing, and support as required to maintain structural integrity of project.
  - 2. Provide protection for other portions of the project.
  - 3. Provide protection from the elements.

**3.03 PERFORMANCE**

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
- B. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs and new work.
- C. Restore work which has been cut or removed; install new products to provide complete work in accordance with requirements of Contract Documents.
- D. Refinish entire surfaces; to the nearest intersections.

**END OF SECTION**

## SECTION 017423

### PRE- OCCUPANCY CLEANING

#### PART 1 GENERAL

##### 1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 017700 Contract Closeout.

#### PART 2 PRODUCTS (Not Used)

#### PART 3 EXECUTION

##### 3.01 PRE-OCCUPANCY CLEANING

- A. Perform the pre-occupancy cleaning when directed by the RHA Representative.
- C. Perform the pre-occupancy cleaning within the minimum standards specified, including but not limited to the following requirements.
  - 1. Floor Maintenance:
    - a. Do not splash, disfigure, or damage baseboards, walls, stair risers, furniture or equipment during these operations.
    - b. Take proper precautions to advise building occupants of wet and/or slippery floor conditions during the cleaning operations.
    - c. Be responsible for the security of equipment, materials, tools, etc. The Owner's Representative (if space is available) will assign storage area(s) for the neat storage of tools and equipment.
    - d. Sweeping and Damp Mopping:
      - 1) Thoroughly sweep the floors to remove visible dirt and debris. Remove all visible paint marks, tar and similar substances from the floor surface.
      - 2) After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind radiators, under furniture, behind doors, on stair landings and treads. Entrances and all similar areas shall be swept clean of all dirt and trash. No dirt shall be left where sweepings have been picked up. There shall be no dirt, trash or foreign in the project area.
    - e. Wet Mopping and Scrubbing:
      - 1) Properly prepare the floors, thoroughly sweep to remove all visible dirt and debris. Remove all paint spots, wads of gum, tar and similar substances from the floor surface. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., properly rinsed, and dry mopped

## SECTION 017423

### PRE- OCCUPANCY CLEANING

to present an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after the wet mopping or scrubbing. Scrubbing shall be accomplished by machine or by hand with a brush.

2. Damp Wiping: Use a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, doors (both wood and metal), glass and other specified surfaces. When dry, the surfaces shall have a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.
3. Bright Metal Polishing: Polish bright metal by damp wiping and drying with a suitable cloth. If a polished appearance is not thereby produced, apply the appropriate metal polish.
4. Spot Cleaning: Following this operation, smudges, marks or spots shall have been removed from the designated areas without causing unsightly discoloration.
5. Trash Removal:
  - a. Collect and remove all refuse, debris, rubbish and trash throughout the entire building. Unless otherwise directed by the Director's Representative all collected matter shall be deposited in dumpsters of sanitation trucks provided by the Contractor, and removed from the site.
  - b. Collect and remove all refuse, debris, rubbish and trash from the interior of the air handling unit enclosures under each window or wherever located. Vacuum the interior of each unit. This will require the removal and replacement of cover plates. Personnel will be made available to demonstrate the proper procedure for the removal and replacement of the cover plates.

**END OF SECTION**

## SECTION 017700

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.

##### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise RHA of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs damage or settlement surveys.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by RHA. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to RHA.
  - 8. Advise personnel of changeover in security provisions.
  - 9. Complete startup testing of systems.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

## SECTION 017700

### CONTRACT CLOSEOUT

11. Submit changeover information to RHA occupancy, use, operation, and maintenance.
  12. Complete final cleaning requirements, including touchup painting.
  13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect, 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.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Instruct the RHA personnel in operation, adjustment, and maintenance of products, equipment, and systems
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Contractor, RHA or the Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies 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.

## SECTION 017700

### CONTRACT CLOSEOUT

1. Organize list of spaces in sequential order,
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 Architect
  - d. Name of Contractor.
  - e. Page number.

#### 1.6 WARRANTIES

- A. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, 3-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 warranty. 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 "WARRANTIES," Project name, and name of Contractor.
- B. Provide additional copies of each warranty to include 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.

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

## **SECTION 017700**

### **CONTRACT CLOSEOUT**

- 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 portion of Project:
    - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - b. Clean exposed 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.
    - c. Remove labels that are not permanent.
    - d. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
    - e. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on RHA property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION**

## SECTION 017839

### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.

##### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of record Drawings as follows:
    - a. Submit PDF electronic files of scanned record prints and three set(s) of paper prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit PDF electronic files of scanned record product data and one set of paper copy.

#### PART 2 - PRODUCTS

##### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

## SECTION 017839

### PROJECT RECORD DOCUMENTS

- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

#### 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. Note related Change Orders, record Product Data, and record Drawings where applicable.

#### 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, record Specifications, and record Drawings where applicable.

#### 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

### PART 3 - EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

**SECTION 017839**

**PROJECT RECORD DOCUMENTS**

- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

**END OF SECTION 017839**

# SELECTIVE DEMOLITION

## SECTION 024119

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Selective demolition which meets the certification goals as established by the Rochester Housing Authority Program for the individual Project requirements, of the following types.
- B. Section Includes:
  - 1. Demolition and removal of selected portions of building. Demolition includes the specifically the following items.
    - a. Remove all damaged metal trim noted.
    - b. Remove all noted metal studs
    - c. Remove all unused wiring and electrical devices. Review with RHA.
  - 2. Salvage of existing items noted to be reused or recycled.
  - 3. Protecting existing work to remain.
  - 4. Cleaning soiled materials that are to remain.
  - 5. Disconnecting and capping utilities.
  - 6. Removing debris and equipment.
- C. Related Requirements:
  - 1. Section 011000 "Summary of the Work" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Section 017329 "Cutting and Patching" procedures.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall here indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

## SELECTIVE DEMOLITION

### SECTION 024119

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Ownership of Materials: Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain RHA's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposing at the Contractor's option.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings if required, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's, staff, and clientele on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of RHA's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start
- D. Pre-demolition Photographs (or Video): Submit before Work begins. (Required).
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 1.7 QUALITY ASSURANCE

- A. Carefully perform demolition work, by skilled workers experienced in building demolition procedures, using appropriate tools and equipment. Perform work, at all times, under the direct supervision of a supervisor approved by RHA's Project Manager.
- B. Coordinate demolition with other trades to ensure correct sequence, limits, and methods of proposed demolitions. Schedule work to create least possible inconvenience to the public and to facility operations.

#### 1.9 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:

## SELECTIVE DEMOLITION

### SECTION 024119

- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by RHA and the Architect does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings.

### 3.2 GENERAL

- A. Protection:
  - 1. Do not begin demolition until safety partitions, barricades, warning signs and other forms of protection are installed.
  - 2. Provide safeguards, including warning signs, lights and barricades, for protection of occupants and the general public during demolition.
  - 3. Provide and maintain fire extinguishers onsite. Comply with requirements of governing authorities.
  - 4. Maintain existing utilities which are to remain in service and project from damage during operations.
- B. Safety: If at any time safety of existing construction appears to be endangered, take immediate measures to correct such conditions; cease operations and immediately notify the Owner Inspector. Do not resume demolition until directed by RHA's Inspector.

## SELECTIVE DEMOLITION

### SECTION 024119

- C. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations. Do not

create hazardous or objectionable conditions, such as flooding and pollution, when using water.

- D. Debris Removal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grades level.
- E. Progress Cleaning: Clean adjacent buildings and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

### 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/ systems indicated to remain and protect them against damage.

### 3.4 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

### 3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by RHA items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Drywall. Remove any miscellaneous existing drywall unless noted otherwise on drawings.

## **SELECTIVE DEMOLITION**

### **SECTION 024119**

#### **3.7 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off RHA's property and legally dispose of them

#### **3.8 PATCHING AND RESTORATION**

- A. Patching: Where removals leave holes and damaged surfaces that will be exposed in the completed construction, such holes and damaged surfaces shall be patched and resorted to match adjacent finished surfaces.
- B. Restoration of Building Finishes: Touch up scratched finishes as recommended by manufacturer of original finish.
- C. Restoration of Site Finishes at interior.
  - 1. Restore any damaged drywall.

#### **3.9 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION**

**SECTION 028003**

**DISPOSAL OF NON-HAZARDOUS COMMERCIAL WASTE**

**PART 1 GENERAL**

**1.01 REFERENCES**

- A. 6 NYCRR - New York State Codes, Rules, and Regulations.

**1.02 DESCRIPTION**

- A. Removal of all construction materials.

**1.04 QUALITY ASSURANCE**

- A. Qualified Company: The Work shall be performed by a qualified Company having at least 3 years experience directly applicable to the services required.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Town of Ogden at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.

**1.05 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. Comply with all applicable governmental agency codes, rules, and regulations for handling non-hazardous industrial, commercial and non-industrial waste.

**PART 2 PRODUCTS**

**2.01 MATERIALS FOR USE DURING DISPOSAL PROCEDURE**

- A. Furnish materials which meet all applicable governmental agency codes, rules and regulations.

**PART 3 EXECUTION**

**3.01 PERFORMANCE**

- A. Remove, and dispose of the materials in accordance with all applicable governmental agency codes, rules, and regulations.

**END OF SECTION**

## SECTION 054000

### COLD-FORMED METAL FRAMING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Interior non-load-bearing infill wall framing.
  - 2. Repairs to existing metal wall framing.
  - 3. Adding track at top of existing metal frame walls.

##### 1.3 SUBMITTALS

- A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.
- B. Manufacturer's installation instructions shall be provided along with product data.
- C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).
- D. Product Data: For the following:
  - 1. Cold-formed steel framing materials.
  - 2. Interior non-load-bearing wall framing.
  - 3. Connection components
  - 4. Drift clips.
  - 5. self-drilling screw fasteners.
  - 6. Post-installed anchors.
  - 7. Power-actuated anchors.
- E. Shop Drawings: Designate member sizes per Steel Stud Manufacturers Association (SSMA) standard conventions.
  - 1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
  - 2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.
- F. Qualification Data: For testing agency.

## SECTION 054000

### COLD-FORMED METAL FRAMING

- G. Product Certificates: For each type of code-compliance certification for studs and tracks.

#### 1.4 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, licensed and registered to practice in New York State, to design cold-formed steel framing.
- B. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing shall comply with AISI S100, AISI S200, and the following:
  - 1. Wall Studs: AISI S211.
- C. Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency acceptable to authorities having jurisdiction.

#### 2.2 INTERIOR NON-LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: 0.0355 inch (20 ga).
  - 2. Flange Width: 1-5/8 inches (162). Match existing infill.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: **0.0355 inch (20 ga).**
  - 2. Flange Width: Match existing.

## **SECTION 054000**

### **COLD-FORMED METAL FRAMING**

#### **2.3 FRAMING ACCESSORIES**

- A. Fabricate steel-framing accessories from ASTM A1003, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
  - 1. Supplementary framing.
  - 2. Bracing, bridging, and solid wood blocking.
  - 3. Anchor clips.
  - 4. End clips.
  - 5. Gusset plates.
  - 6. Stud kickers and knee braces.
  - 7. Hole-reinforcing plates.
  - 8. Backer plates.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates, areas, conditions, and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 INSTALLATION OF INTERIOR NONLOADBEARING WALL FRAMING**

- A. Install continuous tracks sized to match existing studs. Align tracks accurately and securely anchor to supporting structure.
- B. Fasten both flanges of studs to top and bottom track unless otherwise indicated. Space studs as follows:
  - 1. Stud Spacing: As indicated on Drawings.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.

#### **3.3 INSTALLATION TOLERANCES**

- A. Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:

## **SECTION 054000**

### **COLD-FORMED METAL FRAMING**

1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

#### **3.4 REPAIR**

- A. Stud Repairs: Prepare and repair damaged studs for infill of fabricated and installed cold-formed steel framing with existing matching studs. Repair, and straighten existing studs.

#### **3.5 PROTECTION**

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

**END OF SECTION**

## SECTION 055120

### ALUMINUM WALL RAILINGS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Aluminum wall mounted handrails and brackets.

##### 1.3 PERFORMANCE REQUIREMENTS

- A. All railings shall be supplied to conform to applicable sections of the following codes:
  - 1. International Building Code
  - 2. ADA ANSI 117.1
  - 3. ADAAG
- B. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails:
    - a. Uniform load of 50 lbf/ft. applied in any direction.
    - b. Concentrated load of 200 lbf. applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.

##### 1.4 HANDRAIL FOR WALL MOUNTING

- 1. Handrail will be installed at a height of: Reference drawings.
- 2. On circular cross sections, the gripping surface shall have a diameter of 1 ½" inches.
- 3. A clearance of a minimum 1 ½" shall exist between the wall surface and the handrail.
- 4. Handrail shall be continuous, without interruption by newel posts or other obstructions.
- 5. Handrails shall return to a wall, guard or walking surface

##### 1.5 SUBMITTALS

- A. Product Data: For the following:
  - 1. Manufacturer's product lines of mechanically connected railings.
  - 2. Associated wall brackets and corner pieces.
  - 3. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Samples for Initial Selection: For products involving selection of color, texture, or design.

## SECTION 055120

### ALUMINUM WALL RAILINGS

- D. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.
- E. Product Test Reports: Supplier shall submit calculations and test reports for complete system, including railing and infill panels. Calculations and test reports shall be stamped by a licensed PE. Test reports shall be in accordance with ASTM E 894 and ASTM E 935.

#### 1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of handrail through one source from a single manufacturer.

#### 1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

#### 1.8 COORDINATION AND SCHEDULING

- A. Schedule installation so wall attachments are made only to completed walls. Do not support railing temporarily by any means that do not satisfy structural performance requirements.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Railing Product: Subject to compliance with requirements, provide ADA Rail aluminum component railing as manufactured and assembled by:
  - 1. DHR (Aluminum Handrail Direct). Single source manufacturer is required. Welded railing will not be accepted.
  - 2. Approved equals
    - a. Digger Specialties.

#### 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

#### 2.3 ALUMINUM

- A. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of alloy and temper designated below for each aluminum form required. Dark Anodized finish.
- B. Extruded Bars and Tubing: ASTM B 221, Alloy 6063-T6 or 6005A-T5

## SECTION 055120

### ALUMINUM WALL RAILINGS

Provide 1 ½ in IPS, (1.90 in OD) Standard Weight (Schedule 40) pipe for handrail, Sch. 80 for posts.

- C. Plate and Sheet: ASTM B 209, Alloy 6061-T6
- D. Die and Hand Forgings: ASTM B 247, Alloy 6061-T6
- E. Castings: ASTM B 26/B 26M, Alloy Almag 535

#### 2.4 FASTENERS

- A. General: Provide the following:
  - 1. Aluminum Railings: Alloy steel fasteners with JS-600 zinc plating.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads. Handrail attached to walls shall be attached using Hollaender 82E brackets. These brackets will be attached to the handrail using ¼-20 x 1” Stainless steel self tapping screws.
- C. Anchors: Provide concrete adhesive anchors where indicated or necessary.
  - 1. T6 aluminum alloy.

#### 2.5 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items. Welding will not be accepted.
- G. Connections: Fabricate railings with non-welded connections, unless otherwise indicated. Welding will not be accepted.

## SECTION 055120

### ALUMINUM WALL RAILINGS

- H. Non-welded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
- I. Form changes in direction as follows:
  - 1. By flush bends or by inserting prefabricated flush-elbow fittings.
- J. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- K. Close exposed ends of railing members with prefabricated end fittings.
- L. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- M. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated. Flanges to be sand cast from aluminum alloy 535 with anodized finish and fastened directly to the post by means of two reverse knurl cup point set screws.
- N. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

### 2.6 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Unless indicated otherwise, provide aluminum pipe with the following finish:
  - 1. Anodized Finish: Dark Anodized. AA-M10C22A44.(Architectural class, .7 mil thickness or greater)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for installer. Locate reinforcements and mark locations if not already done.

### 3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
  - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.

## **SECTION 055120**

### **ALUMINUM WALL RAILINGS**

2. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- B. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### **3.3 RAILING CONNECTIONS**

- A. Non-welded Connections: Use mechanical joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings.

### **3.4 ATTACHING HANDRAILS TO WALLS**

- A. Attach handrails to wall with wall brackets into wood blocking. Provide brackets with 1-1/2 inch clearance from inside face of handrail and finished wall surface.
- B. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- C. Secure wall brackets to building construction as indicated, or if not indicated, as follows:
  1. Provide wood blocking between metal studs in stud wall construction.

### **3.5 ADJUSTING AND CLEANING**

- A. Clean aluminum and stainless steel by washing thoroughly with clean water and soap and rinsing with clean water.

### **3.6 PROTECTION**

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

**END OF SECTION**

## SECTION 061000

### ROUGH CARPENTRY

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Wood blocking and nailers for drywall, wall mounted handrails and misc. items.

Framing blocking lumber:

- A. AWWA Hem-fir # 2 grade or better. Exterior wall infills are 2 x 4 studs at 16" o.c. Bottom plate shall be pressure treated on continuous sill sealer.
  - 1. New Interior partitions: 2 x 4's at 16" o.c. (insulate all new interior walls with sound batts).
  - 2. All framed openings shall have structural wood headers as indicated on plans.

##### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

#### PART 2 - PRODUCTS

##### 2.1 WOOD PRODUCTS, GENERAL

- A. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

##### 2.2 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking, and for handicapped handrails.
  - 2. Nailers for attaching doors.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and the following species:
  - 1. Hem-fir; WCLIB or WWPA.

**SECTION 061000**

**ROUGH CARPENTRY**

- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

**PART 3 - EXECUTION**

**3.1 WOOD BLOCKING, AND NAILER INSTALLATION**

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

**END OF SECTION**

**SECTION 072160**

**SOUND INSULATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Sound Insulation in corridor walls.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each product.

**1.5 QUALITY ASSURANCE**

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

**PART 2 - PRODUCTS**

**2.1 MINERAL-WOOL BLANKET SOUND INSULATION**

- A. Wall Sound insulation: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Fibrex Insulations Inc.
  - 2. Roxul Inc.
  - 3. Thermafiber.
  - 4. RockWool.
- B. Unfaced, Mineral-Wool Blanket Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.

## SECTION 072160

### SOUND INSULATION

- C. Install Sound Insulation blanket insulation at all INTERIOR walls full height.

#### PART 3 - EXECUTION

##### 3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

##### 3.2 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions.
- B. Mineral-Wool Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
  - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
  - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
  - 3. Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
- C. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
  - 1. Loose-Fill Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft..
  - 2. Sound Insulation. Install in all studs and corridors throughout. Sound insulation equal to:
    - 1 Rockwool Safe'N'Sound Attic/wall sound insulation unfaced Stone Wool Insulation Model # RXSS31525. For all 2 x 4 walls. Install full height.

**SECTION 072160**

**SOUND INSULATION**

**3.3 PROTECTION**

- A. Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

**END OF SECTION 072100**

## **SECTION 079200**

### **JOINT SEALANTS**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section Includes:

1. Latex joint sealants.
2. Fire Stop Caulk

##### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

##### **1.4 INFORMATIONAL SUBMITTALS**

- A. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- B. Warranties: Sample of special warranties.

##### **1.5 QUALITY ASSURANCE**

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: T joint sealants using a qualified testing agency.
  1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
  2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

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### JOINT SEALANTS

#### 1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  2. Disintegration of joint substrates from natural causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## SECTION 079200

### JOINT SEALANTS

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

##### 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. Dow Corning Corporation; 756 SMS.
- B. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. Dow Corning Corporation; 786 Mildew Resistant.

##### 2.3 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF Building Systems; Sonolac.
    - b. Bostik, Inc.; Chem-Calk 600.
    - c. Tremco Incorporated; Tremflex 834.

##### 2.5 FIRESTOP SEALANT.

- 1. Joint-Sealant Application: Equal to: 3M. Corp. Mfr. Model # CP-25WB+10. install all around pipes in corridor and run a continuous bead along the top and bottom of the new gypsum board wall.

## SECTION 079200

### JOINT SEALANTS

#### 2.6 JOINT SEALANT BACKING

- B. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- C. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

#### 2.7 MISCELLANEOUS MATERIALS

- E. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- F. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- G. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

## SECTION 079200

### JOINT SEALANTS

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Drywall.
    - b. Metal door frames.
  3. Remove laitance and form-release agents from concrete.
  4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Porcelain enamel.
    - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

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### JOINT SEALANTS

- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

## **SECTION 079200**

### **JOINT SEALANTS**

#### **3.4 CLEANING**

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

#### **3.5 PROTECTION**

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

#### **3.6 JOINT-SEALANT SCHEDULE**

- A. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Sealant Location: top and bottom of each gypsum board layer in corridor.
    - a. Joints between plumbing fixtures and adjoining walls,
  - 2. Joint Sealant: Single component, nonsag, mildew resistant, acid curing.

**END OF SECTION 079200**

## **SECTION 083100**

### **ACCESS DOORS AND PANELS**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

A. Section Includes:

1. Access doors and frames in corridor walls.

B. Related Sections:

1. Division 01: Administrative, procedural, and temporary work requirements.

##### **1.2 REFERENCES**

A. ASTM International (ASTM) ([www.astm.org](http://www.astm.org)):

1. A653/A653M -Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or zinc-Iron Alloy-coated (Galvannealed) by the Hot-Dip Process.
2. A1008/A1008M -Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.

B. Underwriters Laboratories (UL) ([www.ul.com](http://www.ul.com)) 10B -Standard for Fire Tests of Door Assemblies.

##### **1.3 SUBMITTALS**

A. Submittals for Review:

1. Product Data: Provide sizes, types, finishes, scheduled locations, and details of adjoining work.

##### **1.4 QUALITY ASSURANCE**

A. Fire Door Construction: Provide label information.

#### **PART 2 PRODUCTS**

##### **2.1 MANUFACTURERS**

A. Basis of Design: Best Access door. Model BA-PFI.

## SECTION 083100

### ACCESS DOORS AND PANELS

Acceptable manufacturers.

- 1 Babcock-Davis Hatchways, Inc. ([www.babcockdavis.com](http://www.babcockdavis.com))
- 2 J.L. Industries. ([www.jlindustries.com](http://www.jlindustries.com))
- 3 Karp Associates, Inc. ([www.karpinc.com](http://www.karpinc.com))
- 4 Milcor. ([www.milcorinc.com](http://www.milcorinc.com))

#### 2.2 MATERIALS

- A. Galvanized Steel Sheet: ASTM A653/A653M, Structural Quality.

#### 2.3 FABRICATION

- A. Fabricate door frame of galvanized steel sheet:
  - 1 Wall and ceiling doors 24 x 24 inches: Minimum 14 gage.
  - 2 Fabricate frames with exposed flanges.
- B. Fabricate non-rated door panels of minimum 14 gage galvanized steel sheet.
- C. Weld, fill, and grind joints to flush and square appearance.
- D. Hardware:
  - 1 Continuous steel hinges, 175 degree opening.
  - 2 Keyed cylinder latch. Key doors alike. Furnish two (2) keys per door to RHA.

#### 2.4 FINISHES

- A. Interior Doors: Hot dip galvanized, G90 coating class. Paint door color to match walls.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Install plumb and level in openings. Secure rigidly in place.
- C. Position units where indicated or where required to provide convenient access to concealed work requiring maintenance.

**END OF SECTION**

**SECTION 087100**

**DOOR FINISH HARDWARE**

**PART 1 – PRODUCTS**

**3.01 DOOR ACCESSORY HARDWARE SCHEDULE - for installation**

- A. Openings: Interior Corridor Door Kick Plates. Install as shown on each Apartment door. Kickplates at each Apartment front door equal to:
1. Manufacturer: ACROVYN.
  2. Door Kick Plate: 30 in Wd, 24 in Ht.
  3. Basis of design: Item 55MD72 \*Color Selected by RHA.
  4. Basis of Design: Mfr. Model KP60T3024929N \*Color Selected by RHA.

**3.02 DOOR SWEEPS**

- A. Install new brush style door sweeps at each apartment door. Sweeps shall be equal to:
1. Basis of Design. PEMKO Door Sweep: Brush Insert, Aluminum, 36 in Lg, 1/4 in Wd, Item 3EGR6. Mfr. Model 18061CNB36 \*Color Selected by RHA.

**END OF SECTION**

## **SECTION 092500**

### **GYPSUM BOARD**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Interior gypsum wall board.
- B. Related Sections include the following:
  - 1. 054000 "Cold-Formed Metal Framing" for load-bearing steel framing that supports gypsum board.
  - 2. Section 061000 "Rough Carpentry" for wood framing and furring that supports gypsum board.
  - 3. Section 072100 "Sound Insulation" for insulation and installed in assemblies that incorporate gypsum board.
  - 4. Section 079200 "Fire-Resistive Joint Systems" for head-of-wall assemblies that incorporate gypsum board.
  - 5. Section 099100 "Painting" for primers applied to gypsum board surfaces.

##### **1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.

##### **1.4 QUALITY ASSURANCE**

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

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### GYPSUM BOARD

#### 1.5 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.
- B. Provide high-lift equipment for delivery of gypsum board materials through tenth floor window designated by RHA. Access to elevator shall be limited to small items due to separate adjacent elevator work during this construction project.

#### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

### PART 2 - PRODUCTS

#### 2.1 PANELS, GENERAL

- A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

#### 2.2 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following: All drywall products shall be made in USA.
    - a. American Gypsum Co.
    - b. G-P Gypsum.
    - c. National Gypsum Company.

## SECTION 092500

### GYPSUM BOARD

- d. USG Corporation.

#### B. Type X:

- 1. Thickness: 5/8 inch (15.9 mm).
- 2. Long Edges: Tapered and featured (rounded or beveled) for prefilling.

### 2.3 TRIM ACCESSORIES

#### A. Interior Trim: ASTM C 1047.

- 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet
- 2. Shapes:
  - a. Cornerbead.

### 2.4 JOINT TREATMENT MATERIALS

#### A. General: Comply with ASTM C 475/C 475M.

#### B. Joint Tape:

- 1. Interior Gypsum Wallboard: Paper.

#### C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

- 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
- 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
  - a. Use setting-type compound for installing paper-faced metal trim accessories.
- 3. Fill Coat: For second coat, use setting-type, sandable topping or drying-type, all-purpose compound.
- 4. Finish Coat: For third coat, use setting-type, sandable topping.
- 5. Skim Coat: For final coat of Level 4 finish, use setting-type, sandable topping compound.

## SECTION 092500

### GYPSUM BOARD

#### 2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  - 1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24). Use adhesive at masonry wall in corridor for 1 layer 5/8" type X Gypsum board.
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
  - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly. Install in new walls.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. At air diffuser: Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

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### GYPSUM BOARD

- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels inside existing door frames, around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install fire sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Wood Blocking: Install gypsum panels over metal stud framing, with floating internal corner construction. Provide wood blocking at areas noted.
- J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Type X: As indicated on Drawings
- B. Single-Layer Application:
- C. Multilayer Application:
  - 1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud (or furring

## SECTION 092500

### GYPSUM BOARD

member) and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.

2. Fastening Methods: Fasten base layers and face layers separately to supports with screws

- D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

1. screws spaced 12 inches (300 mm) o.c.

#### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

- B. Control Joints: Install control joints [at locations indicated on Drawings] [according to ASTM C 840 and in specific locations approved by Architect for visual effect].

- C. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners
2. Bullnose Bead: Use at outside corners
3. LC-Bead: Use at exposed panel edges
4. L-Bead: Use where indicated

#### 3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.

- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated

- a. Primer and its application to surfaces are specified in other Division 9 Sections.

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### **GYPSUM BOARD**

#### **3.6 PROTECTION**

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## SECTION 095300

### SUSPENDED ACOUSTICAL CEILING SYSTEMS

#### PART 1 GENERAL

##### 1.01 REFERENCES

- A. ASTM C 635 - Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C 636 - Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- C. ASTM E 1414 - Standard Test method for Air-born Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum.
- D. ASTM E 1264 - Standard Classification for Acoustical Ceiling Products.
- E. Ceilings and Interior Systems Contractors Association (CISCA) Acoustical Ceilings: Use and Practice.
- F. UL - Fire Resistance Directory and Building Material Directory.

##### 1.02 SYSTEM DESCRIPTION

- A. Suspended Ceiling System consisting of main runners and cross runner tees snapped together to form modules or grids for the installation of lay-in acoustical tiles or panels, air diffusers, and light fixtures.
- B. Structural Performance and Suspension System Types:
  - 3. Type ID/EG: Intermediate duty, direct hung, exposed grid. (Minimum load carrying capability of main runner: 12 lb/lin ft).

##### 1.03 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets, specifications, and installation instructions for the following:
  - 1. Each suspension system type specified.
  - 2. Acoustical units specified.
  - 3. Integral access units.

##### 1.04 QUALITY ASSURANCE

- A. Installers Qualifications: The persons installing the suspended acoustical ceiling system and their supervisor shall be personally experienced in suspended acoustical ceiling installation and shall have been regularly employed by a company installing systems for a minimum of 2 years.

## SECTION 095300

### SUSPENDED ACOUSTICAL CEILING SYSTEMS

- B. Surface Burning Characteristics: Tested in accordance with ASTM E 84 and complying with ASTM E 1264 for Class A products.
  - 1. Flame Spread: 25 or less.
  - 2. Smoke Developed: 50 or less.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical units and suspension system components to the Project Site in original, unopened packages and store them in a fully enclosed space protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Open ends of acoustical unit packages 24 hours before installation to stabilize moisture content and temperature.
- C. Handle acoustical units carefully to avoid chipping edges or damaging units in any way.

#### 1.06 PROJECT CONDITIONS

- A. Environmental Requirements: Comply with acoustical units manufacturer's printed temperature and ventilation requirements before, during, and after installation.
- B. Space Enclosure: Do not install interior acoustical units until space is enclosed and weatherproof, wet work in spaces is completed, and work above ceilings is complete.

#### 1.07 MAINTENANCE

- A. Furnish extra materials described below to match products installed, are packaged with protective covering for storage, and are identified with appropriate labels. Furnish quantities equal to 2 percent of acoustical units and exposed suspension system components installed.

### PART 2 PRODUCTS

#### 2.01 METAL SUSPENSION SYSTEM MATERIALS

- A. Provide manufacturer's standard metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.
- B. Recycled Content: Provide products made from steel sheet with average recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content is not less than 25 percent.
- C. Grid Materials:

## SECTION 095300

### SUSPENDED ACOUSTICAL CEILING SYSTEMS

1. Double-web design main runners and cross-runner tees roll-formed from electrogalvanized cold rolled sheet steel with prefinished steel caps on flanges.
    - a. Exposed Tees: 15/16 inch wide.
  2. Grid Finish: Prepainted white or color as selected from manufacturer's standard colors.
- D. Accessories:
1. Wall Moldings and Trim: Steel or extruded aluminum of types and profiles indicated, or if not indicated, manufacturer's standard prefinished moldings for edge penetrations that fit type of edge detail and suspension indicated.
  2. Splines: Type and size required for the specified acoustical units.
  3. Spring Steel Spacers: Designed to hold border acoustical units in compression.
- E. Attachment Devices:
1. Hanger Clips: Galvanized steel clips or clamps specifically designed for attachment to structural steel. Drive-on clips or clamps which depend on friction to hold the device are not acceptable.
  2. Welded Studs: Low carbon steel copper flashed studs, 1/4 - 20 UNC, automatic short-cycle welded to a transformer-rectifier power source. When surface on which studs are to receive fireproofing, furnish studs of length to extend one inch below fireproofing.
  3. Wire Hangers, Braces, and Ties: Galvanized carbon steel, soft temper; prestretched. Yield stress at least 3 times design load but not less than 12 gage, .106 diameter.
  4. Hanger Rods: Mild steel, zinc coated, or protected with rust inhibitive paint.
  5. Flat Hangers: Mild steel, zinc coated, or protected with rust inhibitive paint.
  6. Expansion Anchors: Double cinch type, of soft metal alloy.
  7. Bolts: 3/8 inch diameter, length as required for full threads of nut.
  8. Miscellaneous Fasteners: Bolts, screws, and other fasteners recommended by suspension system manufacturer and necessary to install the Work.

### 2.02 ACOUSTICAL UNIT MATERIALS

- A. Standard for Acoustical Units: Manufacturer's standard units of configuration indicated that comply with ASTM E 1414 and ASTM E 1264, conforming to the following Equal to: Armstrong Cortega "Second Look" II. (24" x 24" pattern). Model No. 2758. (24" x 48" actual panel size).
1. Noise Reduction Coefficient (NRC) Range: 0.50 - 0.75.
  2. Ceiling Attenuation Class (CAC) Range: 30 - 34.
  3. Light Reflectance Coefficient (LR): 0.75 or greater.
  4. Recycled Content: Provide acoustical panels with recycled content such that postconsumer recycled content plus one-half of pre-consumer content constitutes a minimum of 45-70% by weight.

## SECTION 095300

### SUSPENDED ACOUSTICAL CEILING SYSTEMS

- B. Acoustical Units:
  - 1. Mineral base with factory applied painted finish. (Type III).
- C. Panel Dimensions and Edge Details:
  - 1. Size: 24 x 48 inches; thickness 3/4 inch.
  - 2. Edges: Angled Tegular

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates and structural framing scheduled to receive the ceiling system for compliance with requirements specified. Do not install the Work until unsatisfactory conditions are corrected.

### 3.02 INSTALLATION OF SUSPENSION SYSTEM

- A. Install acoustical ceiling suspension system to comply with installation standard ASTM C 636, in accordance with the manufacturer's printed instructions, and CISCA "Ceiling System Handbook".
- B. Lay-out system to a balanced design with edge units no less than 50 percent of acoustical unit size.
- C. Hang suspension system independent of walls, columns, ducts, pipes, and conduit.
- D. Hangers: equal to Hilti.
  - 1. Attach hangers to supporting construction, spaced 4 feet oc maximum and within 6 inches of ends of main beams. Where ducts or other items, including items provided under related contracts (if any), interfere with the spacing of hangers, install trapeze type hangers under the obstructing items to support ceiling hangers.
  - 2. Wrap hanger wire ends a minimum of three times horizontally, forming tight loops and turning ends upward.
  - 3. Do not kink or bend hangers as a means of leveling components.
- E. Attachment of Hangers to Supporting Construction: Unless otherwise shown, secure the hangers to the existing concrete construction as follows:
  - 1. Attachment for hangers to concrete ceilings:
    - a. Equal to Hilti X-CC ceiling clip with pre-tied ceiling clip.
    - b. Fastener Type: Hilti X- C27.
      - 1. Approved equal 1/4" x 1-5/8" Strong-Tie THDB25158RH Titen HD 1/4" Rod Hanger Screw Anchor, Zinc, Pkg 100.

## SECTION 095300

### SUSPENDED ACOUSTICAL CEILING SYSTEMS

- F. Suspension System Installation Tolerances:
1. Form right angles at intersections of main and cross runners.
  2. Install main runners level to within 1/8 inch in 12 feet. Install cross runners to within 1/32 inch of the required center distances (non-cumulative beyond 12 feet).
  3. Align vertical distance of exposed surfaces between intersecting runners to within 0.015 inch.
  4. Limit horizontal gaps in exposed surfaces of intersecting or abutting members to within 0.020 inch.
- G. Wall Moldings and Trim: Install moldings and trim of type indicated where ceilings intersect vertical surfaces. Use manufacturer's recommended fasteners suited for secure attachment to the particular substrate.
1. Sealant Bed: Apply continuous ribbon of acoustical sealant, concealed on back of vertical leg of moldings before they are installed.
  2. Screw attach moldings to substrate at intervals not over 16 inches oc and not more than 3 inches from ends, leveling with ceiling suspension system to tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.

### 3.03 INSTALLATION OF ACOUSTICAL UNITS

- A. Install acoustical units in accordance with the manufacturer's printed instructions, unless otherwise shown or specified.
1. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
  2. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
  3. Scribe and cut acoustical units to fit accurately at borders and at penetrations.
  4. Where tiles are not supported by suspension members, install splines at unsupported joints.
  5. Keep border tiles in compression by inserting spring steel spacers between tiles and moldings. Place one spacer bar at the center of each tile.
  6. Locate integral access units to provide uniformly distributed units equal to 20 percent of the total area of each ceiling.
  7. Install integral access units in locations shown on the drawings.

### 3.04 CLEANING AND ADJUSTING

- A. Clean exposed surface of acoustical ceilings, including trim, wall moldings, and suspension members. Comply with manufacturer's printed instructions for cleaning and touch-up of minor finish damage.

**SECTION 095300**

**SUSPENDED ACOUSTICAL CEILING SYSTEMS**

**END OF SECTION**

## **SECTION 096800**

### **LVT FLOORING**

#### **PART 1 GENERAL**

##### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Rough framing. Section 061000

##### **1.02 SUBMITTALS**

- A. Product Data: Manufacturer's specifications, and surface preparation and installation instructions, for each material specified except primer.
- B. Quality Control Submittals:
  - 1. Certificates: Certificates required under Quality Assurance Article.
- C. Contract Closeout Submittals:
  - 1. Maintenance Data: Deliver 2 copies covering the installed products, to the Construction Manager's Representative.

##### **1.03 QUALITY ASSURANCE**

- A. Compatibility of Materials: For each type of flooring specified, furnish associated materials made by or recommended by the manufacturer.
- B. Certifications: Furnish certification from flooring installer that the substrate surfaces have been examined and are acceptable for installation of the Work of this Section.
- C. Performance Criteria:
  - 1. The following criteria are required for products included in this section:
    - a. All flooring must be certified as compliant with the Floor Score standard by an independent third-party.
    - b. Adhesives must not exceed the volatile organic compound (VOC) content limits established in South Coast Air Quality Management District (SCAQMD) Rule 1168.

##### **1.04 PROJECT CONDITIONS**

- A. Environmental Requirements: Continuously heat spaces to receive flooring to a temperature of 68 degrees F for at least 48 hours prior to flooring installation, during the installation, and for 48 hours after installation.
- B. Environmental Requirements: Make arrangements thru the Construction Manager's Representative for having the temperature in the spaces to receive flooring maintained at 68 degrees F for 48 hours prior to flooring installation, during the installation, and for 48 hours after installation.
- C. Condition flooring materials by placing them in the spaces where they will be installed for at least 48 hours prior to installation.

## SECTION 096800

### LVT FLOORING

#### 1.05 MAINTENANCE

- A. Extra Materials:
  - 1. Furnish extra tile, equal to 2 percent of the tile installed, of each type and color of tile required. The extra tile shall be from the same run and lot number as the installed tile.
  - 2. Place extra materials in storage at the site where directed.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

###### VINYL FLOORING:

###### Corridors

- A. New flooring shall glue down vinyl flooring equal to:
  - a. Next Floor
  - b. Model: Sacramento 28 Plank 413 & Tile 414 Extra Heavy Commercial
  - c. Colors: by RHA.
- B. Approved equal.

##### 2.02 PRODUCT SPECIFICATIONS

Product shall meet these basic features.

- 1. Size: Plank 4" x 36" 3 mm thick.
- 2. Wear Layer Thickness: 28 mil / UV-Cured Urethane
- 3. Overall Thickness: 3.0 mm.
- 4. Weight per Piece: 2.75 lb (1.25 kg)
- 4. Recycled Content: 100% Recyclable after use
- 5. Static Load Limit: 1,500 psi.
- 6. Resistance to Heat (ASTM F1514)
- 7. N.B.S. Smoke Chamber (ASTM E-662)
- 8. Class III, Type B. Dimensional Stability (ASTM F 2199 EN -434):
- 9. Slip Resistance (ASTM C 1028, EN 13893): Class DS/ ADA compliant > .60

##### 2.03 TESTING

- 1. Stain & Chemical Stability (ASTM F925, EN 423)

##### 2.04. INSTALLATION

- 1. Install new vinyl floor reducers at doorways and between rooms. Reducers equal to: Schluter. Color: Match flooring.
- 2. Protect flooring with kraft paper until final acceptance.

## **SECTION 096800**

### **LVT FLOORING**

#### **2.05. WARRANTIES**

1. Limited 12 year Commercial Warranty.

#### **2.06 REFERENCES:**

- A. Stain and Chemical Stability. F925 5
- B. Fire Resistance Rating E648

#### **3.01 ACCESSORIES**

- A. Transition Strips. Equal to: Schluter Systems. Model: RENO-U, or T per application.

### **PART 4 EXECUTION**

#### **4.01 EXAMINATION**

- A. Verification of Conditions:
  1. Examine substrate surfaces to receive the Work of this Section for defects that will adversely affect the execution and quality of the Work. Do not proceed until unsatisfactory conditions are corrected, and installer's substrate surface acceptability certification has been acknowledged by the Construction Manager.
    - a. Subfloor Bond Tests: Check for surface moisture and coatings on concrete subfloor by bond tests as recommended by the manufacturer.
  2. Do not install the Work of this Section until after all other finishing operations, including painting, have been completed unless otherwise indicated or directed by the Construction Manager.
    - a. Where movable partitions are indicated, install flooring before partitions are erected without interrupting floor pattern.

#### **4.02 SURFACE PREPARATION**

- A. Unless otherwise specified, follow the materials manufacturers' written instructions.
- B. Remove dirt, grease, oil, paint, varnish, wax, sealers, and other contaminants which may impair the full bonding of the materials.
- C. Immediately before application of the flooring adhesive, vacuum clean the prepared subfloor surface.

## **SECTION 096800**

### **LVT FLOORING**

#### **4.03 INSTALLATION**

- A. Install the flooring from center marks established with principal walls; lay out and adjust to avoid use of cut units less than one-half tile wide at perimeters.
  - 1. Lay plank flooring as noted on plans. Plank flooring is glue down.
- B. Install resilient edge strips at unprotected edges of flooring, unless otherwise indicated.
  - 1. Flooring edge/ transition strip
    - a. Equal to: Schluter RENO-U. Color: Brown.

#### **4.04 CLEANING**

- A. Remove any excess adhesive and other surface soiling from face of installed materials with cleaning agents recommended by the manufacturer of the material being cleaned.

#### **4.05 PROTECTION**

- A. Protect installed flooring from traffic and damage. Apply non-staining kraft paper covering where necessary. Maintain covering until directed to remove it by the Construction Manager.

#### **4.06 FINISHING**

- A. Prior to the final inspection, when directed by the Construction Manager, thoroughly clean floors and accessories. Comply with the tile manufacturer's recommended cleaning, finishing, and buffing procedures.

**END OF SECTION**

## **SECTION 096530**

### **RESILIENT WALL BASE**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Resilient base.
  - 2. Resilient molding accessories.
- B. Related Sections:
  - 1. Division 9 Section "Resilient Floor Tile for resilient floor tile."

##### **1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.
- D. Product Schedule: For resilient products. Use same designations indicated on Drawings.

##### **1.4 QUALITY ASSURANCE**

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. Mockups: Provide resilient products with mockups specified in other Sections.

##### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

## SECTION 096530

### RESILIENT WALL BASE

#### 1.6 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 85 deg F, in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 85 deg F .
- C. Install resilient products after other finishing operations, including painting, have been completed.

#### 1.7 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

## PART 2 - PRODUCTS

### 2.1 RESILIENT BASE - GENERAL WALL BASE

- A. Rubber Base:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Armstrong World Industries, Inc.
    - b. Johnsonite.
    - c. Roppe Corporation, USA.
    - d. Approved equal.
- B. Resilient Base Standard: ASTM F 1861.
- C. Minimum Thickness: 0.125 inch.
- D. Height: 4 ¼" inches.
- E. Lengths: Coils in manufacturer's standard length
- F. Outside Corners: Job formed or preformed.
- G. Inside Corners: Job formed or preformed.

## SECTION 096530

### RESILIENT WALL BASE

- H. Finish: As selected by Architect from manufacturer's full range.
- I. Colors and Patterns: As selected by Architect from full range of industry colors.

### 2.3 INSTALLATION MATERIALS

- J. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- K. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
  - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
    - a. Cove Base Adhesives: Not more than 50 g/L.
    - b. Rubber Floor Adhesives: Not more than 60 g/L.
- L. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are same temperature as the space where they are to be installed.

## **SECTION 096530**

### **RESILIENT WALL BASE**

1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3 RESILIENT BASE INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient base.

### **3.4 CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
1. Remove adhesive and other blemishes from exposed surfaces.
  2. Sweep and vacuum surfaces thoroughly.
  3. Damp-mop surfaces to remove marks and soil.

END

## **SECTION 099100**

### **PAINTING**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section includes surface preparation and the application of paint systems on the following interior and exterior substrates:
  - 1. Gypsum Board
  - 2. Galvanized metal doors and frames

##### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and each color and gloss of topcoat.

#### **PART 2 - PRODUCTS**

##### **2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Sherwin Williams Co.
  - 2. Approved equal.
- B. Products: Subject to compliance with requirements, products listed in other Part 2 articles form the basis of design.

##### **2.2 PAINT, GENERAL**

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

## **SECTION 099100**

### **PAINTING**

2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- C. Colors: As selected by Architect from manufacturer's full range.

#### **2.3 PRIMERS**

- A. Gypsum Board Primer:
1. Sherwin-Williams; PrepRite 200 Latex Wall Primer B28W200 Series: Applied at a dry film thickness of not less than 1.6 mils.
- B. Galvanized Metal Primer: (door frames)
1. Sherwin-Williams; DTM Acrylic Primer/Finish B66W1: Applied at a dry film thickness of not less than 2.5 mils.

#### **2.4 FINISH COATS**

- A. Interior drywall:
1. Sherwin-Williams; ProMar 200 Interior Matte finish. (2 coats).
  2. Applied at a dry film thickness of not less than 1.3 mils.
- B. Interior Semigloss Acrylic Enamel: Door frames and Metal surfaces
1. Sherwin-Williams; ProMar 200 Interior Latex Semi-Gloss Enamel B31W2200 Series: Applied at a dry film thickness of not less than 1.3 mils.
- C. Metal Semigloss Acrylic Enamel:
1. Sherwin-Williams; A-100 Latex Gloss A8 Series: Applied at a dry film thickness of not less than 1.3 mils.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

## SECTION 099100

### PAINTING

- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Cement and Gypsum Boards: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  - 3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 4. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

## SECTION 099100

### PAINTING

- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

#### 3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

#### 3.5 PAINTING SCHEDULE

- A. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:
  - 1. Acrylic-Enamel Finish: Two finish coats over a primer.
    - a. Primer: Interior gypsum board primer.
    - b. Finish Coats: Interior acrylic enamel.
    - c. Sheen: Matte.
    - d. Colors: By RHA
- B. Metal: Provide the following finish systems over interior metal surfaces:
  - 1. Semigloss Acrylic-Enamel Finish: Two finish coats.
    - a. Finish Coats: Acrylic enamel.
    - b. Sheen: Semi-gloss.
    - c. Colors: By RHA.

#### 3.6 PAINT RESTORATION

##### A. Clean Off Fire Residue

Fire leaves **soot, smoke oils, and acidic residue** that must be fully removed.

- 1. Wash with **TSP (trisodium phosphate)** or a heavy-duty degreaser
  - A. Mix per label directions
  - B. Scrub thoroughly
- 2. Rinse with clean water

## SECTION 099100

### PAINTING

3. Let dry completely

#### 2. Remove Burned Paint & Rust

1. Scrape blistered paint with a putty knife
2. Sand the surface:
  - a. Start with **80–120 grit** for damaged areas
  - b. Finish with **180–220 grit**
  - c. Wire brush or drill-mounted wire wheel
  - d. Wipe down with mineral spirits or denatured alcohol after sanding.

#### 3. Repair Surface Damage (If Needed)

- a. Minor dents or pitting. Use **metal filler equal to Bondo.**
- b. Sand smooth once cured
- c. Feather edges so repairs disappear

#### 5. Prime Properly

- a. Use a **high-quality metal primer** designed to block stains and seal heat damage:

#### 6. Recommended primers:

- a. Oil-based rust-inhibiting primer
- b. Zinc-rich or epoxy primer (for severe damage)

Apply 1–2 thin coats. Let cure fully per manufacturer instructions.

#### 7. Paint the Door

- a. Apply:
  1. Foam roller OR spray for smooth finish.
- b. Apply 2 thin coats, sanding lightly between coats if needed.
- c. Do not paint over fire-rating labels.

#### 8. Curing & Reinstallation

- a. Allow full cure time (48–72 hours)

**END OF SECTION**

## SECTION 101423

### SIGNAGE

#### PART 1 GENERAL

##### 1.01 REFERENCES

- A. Americans with Disabilities Act - 1990.
- B. ICC/ANSI A-117.1 - Specifications for Sign Requirements for the Physically Handicapped.
- C. RHA standard graphics and notifications.
- D. City of Rochester Fire Department.

##### 1.02 SUBMITTALS

- A. Shop Drawings: Show fabrication and mounting details for each sign type and copy specified. Include sign designs, dimensions, copy style, and copy heights.
  - 1. For signs supported or anchored to permanent construction provide setting drawings for anchor bolts and other anchors to be installed under other sections.
- B. Product Data: Catalog sheets, specifications, and installation instructions for each sign type and mounting type specified.
- C. Samples:
  - 1. Full size of each sign type and copy type specified including mounting accessories. These samples will be returned and, if approved, may be used in the Work.
  - 2. Color Samples: Manufacturer's standard colors for sign material and finishes specified.

##### 1.03 QUALITY ASSURANCE

- A. Sign Fabricator Qualifications: The firm manufacturing the signs shall have been regularly producing signs similar to those specified for the Work, for a minimum of 5 years. The firm shall also have sufficient production capacity to produce the quantity of sign units required without causing delay in the Work.
- B. Single-Source Responsibility: For each separate type of sign required, obtain signs from one source from a single manufacturer.

##### 1.04 PROJECT CONDITIONS

- A. Do not install the sign units until all other finishing operations, including painting, have been completed unless otherwise directed.

## SECTION 101423

### SIGNAGE

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sign units to Site with protective covering in place.
- B. Leave protective covering on sign units until completion of installation.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Aluminum Sheet: Alloy and temper recommended by the sign manufacturer, with minimum strength and durability of 5005-H15 (ASTM B 221).
- B. Mounting Materials:
  - 1. Vinyl Signage. Sign manufacturer's standard
    - a. Metal Doors.
- C. Manufacturers:
  - 1. As supplied from manufacturer's standard solid aluminum wall mounted signs.
    - a. Signs.Com. <https://www.signs.com/vinyl-lettering/>
    - b. Approved equal

##### 2.02 GRAPHIC PROCESS TYPES

- A. Vinyl applied number mounted on transfer sheet.
  - 1. Opaque Coating Color: As indicated, or if not indicated as selected from the manufacturer's standard colors.
  - 2. Comply with ADA requirements.

##### 2.03 PANEL CONFIGURATION

- A. Comply with requirements indicated for each sign type and copy. Produce smooth, even, level, sign panel surfaces, constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally.
- B. Unframed Panel Signs: Fabricate sign units with edges mechanically and smoothly finished to conform with the following conditions:

##### 2.03a SIGN TYPES

All signage and wall graphics depicted in the drawings are approximate and for reference only. Exact sizes, verbiage, and locations shall be approved by RHA. All signs located at bottom of doors shall be reflective in nature.

- A. Unit Number small sign (top of unit doors).

## SECTION 101423

### SIGNAGE

- B. Unit Number large sign (bottom of unit doors).
- C. “Compactor Room” sign (top of compactor door).
- D. Stair wayfinding sign (top of stair doors).
- E. Stair “Exit” sign small (bottom of stair doors).
- F. Room Direction wayfinding sign (wall-mounted in Hall).
- G. “No Trash” sign (Elevator Lobby).
- H. Level wayfinding sign (Elevator Lobby).
- I. “No smoking” sign (Elevator Lobby).
- J. “Do Not Take Elevator” sign (Elevator Lobby).

Provide and install shop fabricated signage provided by RHA.

#### 2.04 FABRICATION

- A. Fabricate sign units of graphic process, design, copy, dimensions and color indicated or specified.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verification of Conditions: Examine surfaces to receive the signs for defects that will adversely affect the execution and quality of the Work. Do not proceed until unsatisfactory conditions are corrected.

#### 3.02 INSTALLATION

- A. Install the work of this Section in accordance with the sign manufacturer’s printed installation instructions, except as otherwise indicated or specified.
- B. Coordinate sign units with MESSAGE SCHEDULE prior to installation.
- C. Secure sign units to surfaces and locations shown on the Drawings with mounting location and mounting method specified.
- D. Mounting Locations:
  - 1. Unit Number small
    - a. Vertically: Center 60 inches above finish floor.
    - b. Horizontally: Edge of sign near latch side shall be 2 inches from outside edge of door frame.
  - 2. Unit Number large
    - a. Vertically: Center 6 inches above finish floor.
    - b. Horizontally: Edge of sign near latch side shall be 2 inches from outside edge of door frame.
  - 3. Compactor Room
    - a. Vertically: Centered 60 inches above finish floor.
    - b. Horizontally: Centered horizontally on door.

## SECTION 101423

### SIGNAGE

4. Stair wayfinding sign
  - a. Vertically: Center 60 inches above finish floor.
  - b. Horizontally: Edge of sign near latch side shall be 2 inches from outside edge of door frame.
5. Stair "Exit" sign small
  - a. Vertically: Center 6 inches above finish floor.
  - b. Horizontally: Edge of sign near latch side shall be 2 inches from outside edge of door frame.
6. Room Direction wayfinding sign
  - a. Vertically: Shall be determined by RHA.
  - b. Horizontally: Shall be determined by RHA.
7. "No Trash" sign
  - a. Vertically: Shall be determined by RHA.
  - b. Horizontally: Reference drawings.
8. Level wayfinding sign
  - a. Vertically: Shall be determined by RHA.
  - b. Horizontally: Shall be determined by RHA.
9. "No smoking" sign.
  - a. Vertically: Shall be determined by RHA.
  - b. Horizontally: Centered on Elevator call buttons.
10. "Do Not Take Elevator" sign
  - a. Vertically: Shall be determined by RHA.
  - b. Horizontally: Centered on Elevator call buttons.

### 3.03 CLEANING AND PROTECTION

- A. Do not remove protective coverings until directed.
- B. Clean sign units when directed.

### 3.04 MESSAGE SCHEDULE

- A. General information provided by RHA
- B. Door Numbers for each apartment.

**END OF SECTION**

**SECTION 102613**  
**CORNER GUARDS**

**PART 1 GENERAL**

**1.01 SUBMITTALS**

- A. Product Data: Manufacturer's catalog sheets, specifications, and installation instructions.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. PVC Corner Guards: Model CG-13 (3 inch legs) by Pawling Corp., 15 Charles Colman Blvd., Pawling, New York 12564-1188 or Model CG-2144 Electra corner guard (3 inch legs) by American Floor Products Co. Inc., One AFCO Center 7300 Westmore Road, P.O Box 1467, Rockville, MD 20850.
  - 1. Lengths: 4 feet, unless otherwise indicated.
  - 2. Colors: Selected by Architect.
  
- D. Fasteners:
  - 1. Stainless steel tamper resistant screws.
  - 2. Screw anchors, tubular, lead coated, braided fiber.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install the Work of this Section in accordance with the manufacturer's printed instructions and as otherwise specified.
  
- B. Fasten corner guards to walls with screws and anchors at each corner. Space screws not more than 2 inches from ends and not more than 8 inches oc, unless otherwise indicated.

**END OF SECTION**

## SECTION 233713

### REGISTERS AND GRILLES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Remove existing register and replace with new grill shown.
  - 2. Form drywall recess in corridor for access to register.

##### 1.3 SUBMITTALS

- A. Submittals for this section are subject to the evaluation fee identified in Article 4 of the General Conditions.
- B. Manufacturer's installation instructions shall be provided along with product data.
- C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).
- D. Product Data: For each type of product.
  - 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
  - 2. Register and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.
- E. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Ceiling suspension assembly members.
  - 2. Method of attaching hangers to building structure.
  - 3. Size and location of initial access modules for acoustical tile.
  - 4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
  - 5. Duct access panels.
- F. Source quality-control reports.

## SECTION 233713

### REGISTERS AND GRILLES

#### 1.4 MAINTENANCE

- A. Special Tools:
  - 1. One bar deflection key for every five supply grilles and/or every five return grilles.
  - 2. One operator key for every five supply registers and/or every 5 return or exhaust registers.
  - 3. Two keys or socket wrenches for each type of damper adjustment screw or device on manual damper regulators.
  - 4. One tool for each type and size Torx center pin fastener.

#### PART 2 - PRODUCTS

#### 2.1 REGISTERS

- A. Fixed Face Register
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Anemostat Products; a Mestek company.
    - b. Price Industries.
    - c. Titus; brand of Johnson Controls International PLC, Global Products.
    - d. Approved equivalent.
  - 2. Material: Steel
  - 3. Finish: Baked enamel, color selected by Architect. Color to match walls.
  - 4. Face Blade Arrangement: Horizontal spaced [1/2 inch. Dimensions 12 x 34”
  - 5. Face Arrangement: Perforated core.
  - 6. Core Construction: Removable
  - 7. Frame: 1 inch wide.
  - 8. Mounting Frame: 12 x 34
  - 9. Mounting: Countersunk screw Concealed.
- B. REGISTER CONNECTION
  - 1. Sheet metal cowling. Form new sheet metal attachment to existing supply duct. Make adjustments with sheet metal connections in wall for new register.
  - 2. Follow SMACNA standards for fabrication and connections.

#### 2.2 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate registers and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

## **SECTION 233713**

### **REGISTERS AND GRILLES**

#### **PART 3 - EXECUTION**

##### **3.1 EXAMINATION**

- A. Examine areas where registers and grilles are installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

##### **3.2 INSTALLATION**

- A. Install registers and grilles level and plumb.
- B. Outlets and Inlets Locations: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical.
- C. For units installed in lay-in ceiling panels, locate units in the center of panel. Where ceiling panels conflict with installation, notify Architect and RHA for a determination of final location.
- D. Install registers and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

##### **3.3 ADJUSTING**

- A. After installation, adjust registers and grilles to air patterns indicated, or as directed, before starting air balancing.

**END OF SECTION**

## **SECTION 256300**

### **EXIT SIGNS**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Install new wall mounted exit signs as noted on plans

##### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Exit signs.
  - 2. Materials for mounting.

##### **1.3 DEFINITIONS**

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Emergency Lighting Unit: A lighting unit with internal or external emergency battery powered supply and the means for controlling and charging the battery and unit operation.
- D. Fixture: See "Luminaire" Paragraph.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

##### **1.4 SUBMITTALS**

- A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.
- B. Manufacturer's installation instructions shall be provided along with product data.
- C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).
- D. Product Data: For each type of emergency lighting unit, exit sign, and emergency lighting support.
  - 1. Include data on features, accessories, and finishes.

## SECTION 256300

### EXIT SIGNS

2. Include physical description of the unit and dimensions.
  3. Include life, output of luminaire (lumens, CCT, and CRI), and energy-efficiency data.
  4. Include photometric data and adjustment factors based on laboratory tests, complying with IES LM-45, for each luminaire type.
    - a. Testing Agency Certified Data: For indicated luminaires and exit signs, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
    - b. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- E. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.
- F. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Size and location of initial access modules for wall mounting.
  2. Items penetrating finished ceiling including the following:
    - a. Other luminaires.
    - b. Access panels.
- G. Qualification Data: For testing laboratory providing photometric data for luminaires.
- H. Product Certificates: For each type of luminaire.
- I. Seismic Qualification Data: For luminaires, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
  4. Provide seismic qualification certificate for each piece of equipment.
- J. Product Test Reports: For each luminaire for tests performed by
- K. Sample Warranty: For manufacturer's warranty.

### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in emergency, operation, and maintenance manuals.
1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

## **SECTION 256300**

### **EXIT SIGNS**

#### **1.6 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Lamps: of each type and rating installed. Furnish at least one of each type.  
Luminaire-mounted, emergency battery pack: One for emergency lighting units. Furnish at least one of each type.

#### **1.7 MAINTENANCE**

- A. Special Tools: Furnish 2 tools to remove and install fasteners on fixtures equipped with vandal resistant fasteners.

#### **1.8 DELIVERY, STORAGE, AND HANDLING**

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

#### **1.9 WARRANTY**

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Two year(s) from date of Substantial Completion.
- B. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period for Emergency Power Unit Batteries: Five years from date of Substantial Completion. Full warranty shall apply for the entire warranty period.

## **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Seismic Performance: Luminaires shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. The term "withstand" means "the luminaire will remain in place without separation of any parts when subjected to the seismic forces specified and the luminaire will be fully operational during and after the seismic event."

## SECTION 256300

### EXIT SIGNS

#### 2.2 GENERAL REQUIREMENTS FOR EMERGENCY LIGHTING

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Fabricate and label emergency lighting units, exit signs, and batteries to comply with UL 924.
- C. Comply with NFPA 70 and NFPA 101.
- D. Comply with NEMA LE 4 for recessed luminaires.
- E. Comply with UL 1598 for fluorescent luminaires.
- F. Lamp Base: Comply with ANSI C81.61
- G. Bulb Shape: Complying with ANSI C79.1.
- H. Internal Type Emergency Power Unit: Self-contained, modular, battery-inverter unit, factory mounted within luminaire body.
  - 1. Emergency Connection: Operate **one** lamp(s) continuously at an output of 1100 value lumens each upon loss of normal power. Connect unswitched circuit to battery-inverter unit and switched circuit to luminaire ballast.
  - 2. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
  - 3. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
    - a. Ambient Temperature: Less than 0 deg F or exceeding 104 deg F, with an average value exceeding 95 deg F over a 24-hour period.
    - b. Ambient Storage Temperature: Not less than minus 4 deg F and not exceeding 140 deg F.
    - c. Humidity: More than 95 percent (condensing).
    - d. Altitude: Exceeding 3300 feet.
  - 4. Nightlight Connection: Operate lamp continuously at 40 percent of rated light output.
  - 5. Test Push-Button and Indicator Light: Visible and accessible without opening luminaire or entering ceiling space.
    - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
    - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
  - 6. Battery: Sealed, maintenance-free, nickel-cadmium type.

## SECTION 256300

### EXIT SIGNS

7. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.
8. Remote Test: Switch in handheld remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
9. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

### 2.3 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs: wall mounted. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Exitronic LED Exit Sign E1-L-W-NDN 500/600 Series.
  - b. Siltron Illumination Inc.
  - c. Cooper Lighting Company
  - d. Or equal.
2. Operating at nominal voltage of 120 V ac
3. Lamps for AC Operation:
  - a. Fluorescent, two for each luminaire; 20,000 hours of rated lamp life.
  - b. LEDs; 50,000 hours minimum rated lamp life.
4. Master/Remote Sign Configurations:
  - a. Master Unit: Comply with requirements above for self-powered exit signs, and provide additional capacity in LED power supply for power connection to remote unit.
  - b. Remote Unit: Comply with requirements above for self-powered exit signs, except omit power supply, battery, and test features. Arrange to receive full power requirements from master unit. Connect for testing concurrently with master unit as a unified system.

### 2.4 MATERIALS

- A. Metal Parts:
  1. Free of burrs and sharp corners and edges.
  2. Sheet metal components shall be steel unless otherwise indicated.
  3. Form and support to prevent warping and sagging.

## **SECTION 256300**

### **EXIT SIGNS**

- B. Doors, Frames, and Other Internal Access:
  - 1. Smooth operating, free of light leakage under operating conditions.
  - 2. Designed to permit relamping without use of tools.
- C. Diffusers and Globes:
  - 1. Acrylic: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
  - 2. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
- D. Housings:
  - 1. powder coat painted finish.
- E. Conduit: Rigid galvanized steel minimum 3/4 inch in diameter.

### **2.5 LUMINAIRE SUPPORT COMPONENTS**

- A. Manufacturer's standard support hardware for walls.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for conditions affecting performance of luminaires.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.
- C. Examine walls, floors, roofs, and ceilings for suitable conditions where emergency lighting luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Supports:
  - 1. Sized and rated for luminaire and emergency power unit weight.
  - 2. Able to maintain luminaire position when testing emergency power unit.
  - 3. Provide support for luminaire and emergency power unit without causing stress on wall.

## **SECTION 256300**

### **EXIT SIGNS**

4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire and emergency power unit weight and vertical force of 400 percent of luminaire weight.

### **3.3 IDENTIFICATION**

- A. Identify system components, wiring, cabling, and terminals.

### **3.4 FIELD QUALITY CONTROL**

- A. Perform the following tests and inspections:
  1. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation for 90 minutes. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

### **3.5 STARTUP SERVICE**

- A. Perform startup service:
  1. Charge emergency power units minimum of one hour and depress switch to conduct short-duration test.

### **3.6 ADJUSTING**

- A. Adjustments: Within 6 months of date of Substantial Completion, provide on-site visit to do the following:
  1. Inspect all luminaires. Replace lamps, emergency power units or luminaires that are defective.
    - a. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

Conduct short-duration tests on all emergency lighting.

End

## SECTION 260000

### ELECTRICAL GENERAL REQUIREMENTS

#### PART 1 – GENERAL

- A. Reference Standards (Latest editions, herein made a part of these specifications) ANSI/NECA 1-2009 Standard Practice of Good Workmanship in Electrical Construction. ANSI/NECA 200-2002 Recommended Practice for Installing and Maintaining Temporary Electric Power at Construction Sites ANSI/NFPA 70 National Electrical Code.
- B. Comply the standards of the latest editions of the National Electrical Code (NEC), Building Code of New York State, other applicable codes and local codes having authority. Certificate of inspection by electrical inspection agency is required.
- C. Drawings are diagrammatic in nature and cannot show necessary offsets, fittings, etc. Install Work substantially as indicated on Drawings. Verify exact location and elevations on the Site.
  - 1. Include items not shown or specified but that are necessary to make a complete working code compliant installation.
- D. Size loads, design circuit layouts and provide necessary components to make a complete electrical system to serve devices, equipment and fixtures shown on the Drawings and specified herein.
- E. Employ only competent workers for the job, skilled in their branch of the trade, supervised by a licensed electrician.
- F. Include and pay fees and taxes applicable to the work of this Contract.
- G. Coordinate work of this Contract with other trades and utility companies to avoid conflicts. Install materials and equipment in time so as not to cause delays for other trades. Make field adjustments as necessary at no additional cost.
  - 1. Right of Way: Yield right of way to piping and ductwork systems, except at panel boards where required clearances may have to be negotiated.
  - 2. Provide electrical service to fixtures and equipment provided by other trades, such as exhaust fans and appliances.
- H. Refer to Division 1 and 2 specifications for allocation of responsibilities for cutting, patching and demolition.
- I. Protect installed equipment and fixtures from damage until final acceptance.
- K. Do not cover up rough-in work until it has been reviewed by inspection agency and/or Code Official.
- L. Remove unsatisfactory work and correct immediately, to the satisfaction of the Architect and RHA.
- M. Delivery / Storage / Handling:

## SECTION 260000

### ELECTRICAL GENERAL REQUIREMENTS

1. Store materials in a secure, protected location immediately upon delivery to project.
  2. Protect materials, equipment and fixtures from high humidity and moisture during storage and installation until final acceptance
- N. Warranty: Refer to Section 01 78 36 – Warranties.

#### PART 2 – PRODUCTS / MATERIALS

- A. Products and materials are listed in other sections of Division 26. Include all items necessary to make a complete working installation.

#### PART 3 – EXECUTION

- A. Demolition: Refer to Division 01 Section "Cutting and Patching" and Division 02 Section "Selective Demolition" for general demolition requirements, procedures and allocation of responsibilities among the subcontractors.
1. Disconnect, demolish, and remove electrical systems, cable, rough-in boxes, devices, equipment, fixtures and components indicated to be removed, including underground utilities.
    - a. Existing to Remain: Do not disturb active services to remain. Repair services to remain that are damaged by the Work.
    - b. Inactive: When encountered, remove, then cap or plug.
    - c. Abandoned circuits: Remove circuits that no longer will serve active devices, back to closets junction box or panel.
  2. Remove, relocate and extend existing services to accommodate new construction.
  3. Repair adjacent construction and finishes damaged during demolition.
  4. Provide temporary electrical services during construction for all contractors;  
Contractor shall coordinate with Utility Company to obtain temporary service. .
- B. Electrical Work – Common Requirements
1. Comply with NECA 1, OSHA and NEC, latest editions.
  2. Install all electrical items indicated on construction documents. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wallmounting and ceiling mounted items.
  3. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
  4. Install electrical equipment so that it is serviceable without dismantling it or adjacent equipment or construction.
- C. Sleeves: Install sleeves for electrical penetrations through exterior walls, and seal with approved filler material.
1. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and cable, unless indicated otherwise.
- D. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials complying with Section 07 84 13– Firestopping.
1. Install sleeves for penetrations of fire-rated wall assemblies unless openings that are compatible with firestop system are installed during construction of floor or wall.

**SECTION 260000**

**ELECTRICAL GENERAL REQUIREMENTS**

2. Apply firestopping to electrical penetrations of fire-rated wall assemblies, to maintain the intended fire-resistance rating of assembly.

**END OF SECTION**

## SECTION 260519

### WIRING, GENERAL

#### PART 1 GENERAL

##### 1.01 SUBMITTALS

- A. Waiver of Submittals: The “Waiver of Certain Submittal Requirements” in Section 013300 does not apply to Shop Drawings.
- B. Shop Drawings:
  - 1. For Electrical Circuit Protective Systems: Show proposed routes and installation details (include UL classification data, listing, and system number).
- C. Product Data: Catalog sheets, specifications and installation instructions.

##### 1.02 PRODUCT DELIVERY

- A. Mark and tag insulated conductors and cables for delivery to the site. Include:
  - 1. Contractor’s name.
  - 2. Project title and number.
  - 3. Date of manufacture (month & year).
  - 4. Manufacturer’s name.
  - 5. Data which explains the meaning of coded identification (UL assigned electrical reference numbers, UL assigned combination of color marker threads, etc.).
  - 6. Environmental suitability information (listed or marked “sunlight resistant” where exposed to direct rays of sun; wet locations listed/marked for use in wet locations; other applications listed/marked suitable for the applications).

#### PART 2 PRODUCTS

##### 2.01 INSULATED CONDUCTORS AND CABLES

- A. Date of Manufacture: No insulated conductor more than one year old when delivered to the site will be acceptable.
- B. Acceptable Companies: General Cable Corporation., Cerro Wire & Cable Co. Inc., Prysmian Cables & Systems, or Southwire Co.
- C. Conductors: Annealed uncoated copper or annealed coated copper in conformance with the applicable standards for the type of insulation to be applied on the conductor. Conductor sizes No. 8 and larger shall be stranded.

## SECTION 260519

### WIRING, GENERAL

- D. Types:
1. Electric Light and Power Wiring: in existing boxes in ceiling.
    - a. General: Rated 600V, NFPA 70 Type THHN/THWN-2 or XHHW-2.
    - b. THHN/THWN-2 Gasoline and Oil Resistant: Polyvinylchloride insulation rated 600 V with nylon jacket conforming to UL requirements for type THHN/THWN-2 insulation, with the words "GASOLINE AND OIL RESISTANT II" marked thereon.
    - c. USE-2: Dual rated heat and moisture resistant insulation rated 600 V with jacket or dual purpose insulation/protective covering conforming to UL requirements for type USE-2 service entrance cables.
    - d. Metal-Clad Cable, NFPA 70 Article 330 Type MC:
      - 1) Interlocked flexible galvanized steel armor sheath, conforming to UL requirements for type MC metal clad cable.
      - 2) Insulated copper conductors, suitable for 600 volts, rated 90°C, one of the types listed in NFPA 70 Table 310.13(A) or of a type identified for use in Type MC cable.
      - 3) Internal full size copper ground conductor with green insulation.
      - 4) Acceptable Companies: AFC Cable Systems Inc., Southwire, General Cable.
      - 5) Connectors for MC cable: AFC Fitting Inc.'s AFC Series, Arlington Industries Inc.'s Saddle grip, or Thomas & Betts Co.'s Tite-Bite with anti-short bushings.
    - e. MI: AFC Cable Systems' Type MI Cable, or Pentair Pyrotenax Mineral Insulated System 1850 Pyrotenax Cable:
      - 1) Copper conductors.
      - 2) Seamless copper sheath.
      - 3) Two hour fire resistive rating UL system classified, listed in UL Building Materials Directory product category Electrical circuit Protective Systems (FHIT), or Fire Resistive Cables (FHJR).
      - 4) PVC or HDPE jacketing (where shown on drawings).
      - 5) 600 volt rating.
      - 6) Fittings and accessories as required for a complete system to suit listing and installation conditions.
  2. Class 1 Wiring:
    - a. No. 18 and No. 16 AWG: Insulated copper conductors suitable for 600 volts, NFPA 70 types KF-2, KFF-2, PAFF, PF, PFF, PGF, PGFF, PTF, SF-2, SFF-2, TF, TFF, TFN, TFFN, ZF, or ZFF.
    - b. Larger than No. 16 AWG: Insulated copper conductors suitable for 600 volts, in compliance with NFPA 70 Article 310.

## SECTION 260519

### WIRING, GENERAL

- c. Conductor with other types and thickness of insulation may be used if listed for Class 1 circuit use.
- 3. Class 2 Wiring:
  - a. Multiconductor Cables: NFPA 70 Article 725, Types CL2P, CL2R, CL2.
  - b. Other types of cables may be used in accordance with NFPA 70 Table 725.154(G) "Cable Substitutions", as approved.
- 4. Class 3 Wiring:
  - a. Single Conductors No. 18 and No. 16 AWG: Same as Class 1 No. 18 and No. 16 AWG conductors except that:
    - 1) Conductors are also listed as CL3.
    - 2) Voltage rating not marked on cable except where cable has multiple listings and voltage marking is required for one or more of the listings.
  - b. Multiconductor Cables: NFPA 70 Article 725, Types CL3P, CL3R, CL3.
  - c. Other types of cables may be used in accordance with NFPA 70, Table 725.154(G) "Cable Substitutions", as approved.

### 2.02 ELECTRICAL CIRCUIT PROTECTIVE SYSTEM

- A. Minimum 1-Hour Fire Rating: A system listed in UL Building Materials Directory, product category Electrical Circuit Protective Systems (FHIT).

### 2.03 CONNECTORS

- A. General:
  - 1. Connectors specified are part of a system. Furnish connectors and components, and use specific tools and methods as recommended by connector manufacturer to form complete connector system.
  - 2. Connectors shall be UL 486 A listed, or UL 486 B listed for combination dual rated copper/aluminum connectors (marked AL7CU for 75 degrees C rated circuits and AL9CU for 90 degrees C rated circuits).
- B. Splices:
  - 1. Spring Type:
    - a. Rated 105° C, 600V; Buchanan/Ideal Industries Inc.'s B-Cap, Electrical Products Div./3M's Scotchlok Type Y, R, G, B, O/B+, R/Y+, or B/G+, or Ideal Industries Inc.'s Wing Nuts or Wire Nuts.
    - b. Rated 150° C, 600V; Ideal Industries Inc.'s High Temperature Wire-Nut Model 73B, 59B.
  - 2. Indent Type with Insulating Jacket:
    - a. Rated 105° C, 600V; Buchanan/Ideal Industries Inc.'s Crimp Connectors, Ideal Industries Inc.'s Crimp Connectors, Penn-Union Corp.'s Penn-Crimps, or Thomas & Betts Corp.'s STA-KON.
  - 3. Indent Type (Uninsulated): Anderson/Hubbell's Versa-Crimp, VERSAtile, Blackburn/T&B Corp.'s Color-Coded Compression Connectors, Electrical Products Div./3M's Scotchlok 10000, 11000 Series,

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### WIRING, GENERAL

- Burndy's Hydent, Penn-Union Corp.'s BCU, BBCU Series, or Thomas & Betts Corp.'s Compression Connectors.
4. Connector Blocks: NIS Industires Inc.'s Polaris System, or Thomas & Betts Corp.'s Blackburn AMT Series.
  5. Resin Splice Kits: Electrical Products Div./3M's Scotchcast Brand Kit Nos. 82A Series, 82-B1 or 90-B1, or Scotchcast Brand Resin Pressure Splicing Method.
  6. Heat Shrinkable Splices: Electrical Products Div./3M's ITCSN, Raychem Corp.'s Thermofit Type WCS, or Thomas & Betts Corp.'s SHRINK-KON Insulators.
  7. Cold Shrink Splices: Electrical Products Div./3M's 8420 Series.
- C. Gutter Taps: Anderson/Hubbell's GP/GT with GTC Series Covers, Blackburn/T&B Corp.'s H-Tap Type CF with Type C Covers, Burndy's Polytap KPU-AC, H-Crimp Type YH with CF-FR Series Covers, ILSCO's GTA Series with GTC Series Covers, Ideal Industries Inc.'s Power-Connect GP, GT Series with GIC covers, NSI Industries Inc.'s Polaris System, OZ/Gedney Co.'s PMX or PT with PMXC, PTC Covers, Penn-Union Corp.'s CDT Series, or Thomas & Betts Corp.'s Color-Keyed H Tap CHT with HTC Covers.
- D. Terminals: Nylon insulated pressure terminal connectors by Amp-Tyco/Electronics, Electrical Products Div./3M, Burndy, Ideal Industries Inc., Panduit Corp., Penn-Union Corp., Thomas & Betts Corp., or Wiremold Co.
- E. Lugs:
1. Single Cable (Compression Type Lugs): Copper, one or 2 hole style (to suit conditions), long barrel; Anderson/Hubbell's VERSAtile VHCL, Blackburn/T&B Corp.'s Color-Coded CTL, LCN, Burndy's Hylug YA, Electrical Products Div./3M Scotchlok 31036 or 31145 Series, Ideal Industries Inc.'s CCB or CCBL, NSI Industries Inc.'s L, LN Series, Penn-Union Corp.'s BBLU Series, or Thomas & Betts Corp.'s 54930BE or 54850BE Series.
  2. Single Cable (Mechanical Type Lugs): Copper, one or 2 hole style (to suit conditions); Blackburn/T&B Corp.'s Color-Keyed Locktite Series, Burndy's Qiklug Series, NSI Industries Inc.'s Type TL, Penn-Union Corp.'s VI-TITE Terminal Lug Series, or Thomas & Betts Corp.'s Locktite Series.
  3. Multiple Cable (Mechanical Type Lugs): Copper, configuration to suit conditions; Burndy's Qiklug Series, NSI Industries Inc.'s Type TL, Penn-Union Corp.'s VI-TITE Terminal Lug Series, or Thomas & Betts Corp.'s Color-Keyed Locktite Series.

## 2.04 TAPES

- A. Insulation Tapes:
1. Plastic Tape: Electrical Products Div./3M's Scotch Super 33+ or Scotch 88, Plymouth Rubber Co.'s Plymouth/ Bishop Premium 85CW.
  2. Rubber Tape: Electrical Products Div./3M's Scotch 130C, or Plymouth

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Rubber Co.'s Plymouth/Bishop W963 Plysafe.

- B. Moisture Sealing Tape: Electrical Products Div./3M's Scotch 2200 or 2210, or Plymouth Rubber Co.'s Plymouth/Bishop 4000 Plyseal-V.
- C. Electrical Filler Tape: Electrical Products Div./3M's Scotchfil, or Plymouth Rubber Co.'s Plymouth/Bishop 125 Electrical Filler Tape.
- D. Color Coding Tape: Electrical Products Div./3M's Scotch 35, or Plymouth Rubber Co.'s Plymouth/Bishop Premium 37 Color Coding.
- E. Arc Proofing Tapes:
  - 1. Arc Proofing Tape: Electrical Products Div./3M's Scotch 77, Mac Products Inc.'s AP Series, or Plymouth Rubber Co.'s Plymouth/Bishop 53 Plyarc.
  - 2. Glass Cloth Tape: Electrical Products Div./3M's Scotch 27/Scotch 69, Mac Products Inc.'s TAPGLA 5066,, or Plymouth Rubber Co.'s Plymouth/Bishop 77 Plyglas.
  - 3. Glass-Fiber Cord: Mac Products Inc's MAC 0527.

#### 2.05 WIRE-PULLING COMPOUNDS

- A. To suit type of insulation; American Polywater Corp.'s Polywater Series, Electric Products Div./3M's WL, WLX, or WLW, Greenlee Textron Inc.'s, Cable Cream, Cable Gel, Winter Gel, Ideal Industries Inc.'s Yellow 77, Aqua-Gel II, Agua-Gel CW, or Thomas & Betts Corp.'s Series 15-230 Cable Pulling Lubricants, or Series 15-631 Wire Slick.

#### 2.06 TAGS

- A. Precision engrave letters and numbers with uniform margins, character size minimum 3/16 inches high.
  - 1. Phenolic: Two color laminated engraver's stock, 1/16 inch minimum thickness, machine engraved to expose inner core color (white).
  - 2. Aluminum: Standard aluminum alloy plate stock, minimum .032 inches thick, engraved areas enamel filled or background enameled with natural aluminum engraved characters.

#### 2.07 WIRE MANAGEMENT PRODUCTS

- A. Cable Clamps and Clips, Cable Ties, Spiral Wraps, etc: Catamount/T&B Corp., or Ideal Industries Inc.

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### WIRING, GENERAL

#### PART 3 EXECUTION

##### 3.01 INSTALLATION

- A. Install conductors in raceways after the raceway system is completed. Exceptions: Type MC, MI, or other type specifically indicated on the drawings not to be installed in raceways.
- B. No grease, oil, or lubricant other than wire-pulling compounds specified may be used to facilitate the installation of conductors.
- C. Install new box plate covers that match existing.

##### 3.02 CIRCUITING

- A. Do not change, group or combine circuits other than as indicated on the drawings.
- B. Do not change, group or combine circuits other than as indicated on the drawings except as permitted under Section 260532 when reusing existing raceways.

##### 3.03 COMMON NEUTRAL CONDUCTOR

- A. A common neutral may be used for 2 or 3 branch circuits where the circuits are indicated on the drawings to be enclosed within the same raceway, provided each branch circuit is connected to different phase busses in the panelboard.
- B. Exceptions - The following circuits shall have a separate neutral:
  - 1. Circuits containing ground fault circuit interrupter devices.
  - 2. Circuits containing solid state dimmers.
  - 3. Circuits recommended by equipment manufacturers to have separate neutrals.

##### 3.04 CONDUCTOR SIZE

- A. Conductor Size:
  - 1. For Electric Light and Power Branch Circuits: Install conductors of size shown on drawings. Where size is not indicated, the minimum size allowed is No. 12 AWG.
  - 2. For Class 1 Circuits:
    - a. No. 18 and No. 16 AWG may be used provided they supply loads that do not exceed 6 amps (No. 18 AWG), or 8 amps (No. 16 AWG).
    - b. Larger than No. 16 AWG: Use to supply loads not greater than the ampacities given in NFPA 70 Section 310.15.
  - 3. For Class 2 Circuits: Any size to suit application.
  - 4. For Class 3 Circuits: Minimum No. 18 AWG.

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#### 3.05 COLOR CODING

- A. Color Coding for 120/208 Volt Electric Light and Power Wiring:
1. Color Code:
    - a. 2 wire circuit - black, white.
    - b. 3 wire circuit - black, red, white.
    - c. 4 wire circuit - black, red, blue, white.
  2. White to be used only for an insulated grounded conductor (neutral). If neutral is not required use black and red, or black, red and blue for phase to phase circuits.
    - a. "White" for Sizes No. 6 AWG or Smaller:
      - 1) Continuous white outer finish, or:
      - 2) Three continuous white stripes on other than green insulation along its continuous length.
    - b. "White" for Sizes Larger Than No. 6 AWG:
      - 1) Continuous white outer finish, or:
      - 2) Three continuous white stripes on other than green insulation along its continuous length, or:
      - 3) Distinctive white markings (color coding tape) encircling the conductor, installed on the conductor at time of its installation. Install white color coding tape at terminations, and at 1' 0" intervals in gutters, pullboxes, and manholes.
  3. Colors (Black, Red, Blue):
    - a. For Branch Circuits: Continuous color outer finish.
    - b. For Feeders:
      - 1) Continuous color outer finish, or:
      - 2) Color coding tapes encircling the conductors, installed on the conductors at time of their installation. Install color coding tapes at terminations, and at 1' 0" intervals in gutter, pullboxes, and manholes.
- B. Color Coding For 277/480 Volt Electric Light and Power Wiring:
1. Color Code:
    - a. 2 wire circuit – brown, gray.
    - b. 3 wire circuit – brown, yellow, gray.
    - c. 4 wire circuit – brown, yellow, orange, gray.
  2. Gray to be used only for an insulated grounded conductor (neutral). If neutral is not required use brown and yellow, or brown, yellow and orange for phase to phase circuits.
    - a. "Gray" For Sizes No. 6 AWG or Smaller.
      - 1) Continuous gray outer finish.
    - b. "Gray" For Sizes Larger Than No. 6 AWG:
      - 1) Distinctive gray markings (color coding tape) encircling the conductor, installed on the conductor at time of its installation. Install gray color coding tape at terminations,

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### WIRING, GENERAL

- and at 1' 0" intervals in gutters, pullboxes, and manholes.
- c. Colors (Brown, Yellow, Orange):
  - d. For Branch Circuits: Continuous color outer finish.
  - e. For Feeders:
    - 1) Continuous color outer finish, or:
    - 2) Color coding tapes encircling the conductors, installed on the conductors at the time of their installation. Install color coding tapes at terminations, and at 1' 0" intervals in gutters, pullboxes, and manholes.
- C. More Than One Nominal Voltage System Within A building: Permanently post the color coding scheme at each branch-circuit panelboard.
- D. Existing Color Coding Scheme: Where an existing color coding scheme is in use, match the existing color coding if it is in accordance with the requirements of NFPA 70.
- E. Color Code For Wiring Other Than Electric Light and Power: In accordance with ICEA standard S-73-532 (NEMA WC57-2004). Other coding methods may be used, as approved.

### 3.06 IDENTIFICATION

- A. Identification Tags: Use tags to identify feeders and designated circuits. Install tags so that they are easily read without moving adjacent feeders or requiring removal of arc proofing tapes. Attach tags with non-ferrous wire or brass chain.
- 1. Interior Feeders: Identify each feeder in pullboxes and gutters. Identify by feeder number and size.
  - 2. Exterior Feeders: Identify each feeder in manholes and in interior pullboxes and gutters. Identify by feeder number and size, and also indicate building number and panel designation from which feeder originates.
  - 3. Street and Grounds Lighting Circuits: Identify each circuit in manholes and lighting standard bases. Identify by circuit number and size, and also indicate building number and panel designation from which circuit originates.

### 3.07 WIRE MANAGEMENT

- A. Use wire management products to bundle, route, and support wiring in junction boxes, pullboxes, wireways, gutters, channels, and other locations where wiring is accessible.

### 3.08 EQUIPMENT GROUNDING CONDUCTOR

- A. Install equipment grounding conductor:
- 1. Where specified in other Sections or indicated on the drawings.
  - 2. In conjunction with circuits recommended by equipment manufacturers to

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### WIRING, GENERAL

have equipment grounding conductor.

- B. Equipment grounding conductor is not intended as a current carrying conductor under normal operating circumstances.
- C. Color Coding For Equipment Grounding Conductor:
  - 1. Color Code: Green.
  - 2. "Green" For sizes No. 6 AWG or Smaller:
    - a. Continuous green outer finish, or:
    - b. Continuous green outer finish with one or more yellow stripes, or:
    - c. Bare copper (see exception below).
  - 3. "Green" For Sizes Larger Than No. 6:
    - a. Stripping the insulation or covering from the entire exposed length (see exception below).
    - b. Marking the exposed insulation or covering with green color coding tapes.
    - c. Identify at each end and at every point where the equipment grounding conductor is accessible.

#### 3.09 SPECIAL GROUNDING CONDUCTORS

- A. Technical Power System Grounding (Equipment grounding conductor isolated from the premises grounded conductor except at a single grounded termination point): Install an insulated grounding conductor running with the circuit conductors for isolated receptacles or utilization equipment requiring an isolated ground:
  - 1. Color Code: Green.
  - 2. "Green" For Isolated Grounding Conductor:
    - a. Continuous green outer finish, or:
    - b. Continuous green outer finish with one or more yellow stripes, and:
    - c. Different than the "green" used for the equipment grounding conductor run with the circuit (where required).
  - 3. Install label at every point where the conductor is accessible, identifying it as an "Isolated Grounding Conductor".

#### 3.10 INSULATED CONDUCTOR AND CABLE SCHEDULE - TYPES AND USE

- A. Electric Light and Power Circuits:
  - 1. Type THHN/THWN-2 or XHHW-2.: Wiring in dry or damp locations (except where special type insulation is required).
  - 2. THHN/THWN-2: Wiring installed in existing raceway systems (except where special type insulation is required).
  - 3. THHN/THWN-2 or XHHW-2: Wiring for electric discharge lighting circuits (fluorescent, HID), except where fixture listing requires wiring rated higher than 90° C.

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### WIRING, GENERAL

- a. METAL STUDS Branch circuit wiring in metal stud partitions:
  - 1) Install conductors parallel with studs and attach to the side by galvanized straps spaced not more than 6 feet apart.
  - 2) Install conductors through holes bored in the center of the metal member when running at right angles to studs.
    - a) Conductors shall be protected by listed bushings or listed grommets covering all metal edges.
  - 3) Do not attach the conductors to the edge of studs.
9. MI:
  - a. Wiring for underplaster extensions.
  - b. Wiring in areas where indicated on drawings.
  - c. Where MI cable is installed in areas subjecting cable to corrosion, use PVC or HDPE jacketed MI cable (nonmetallic jacketed cable is not suitable for use in ducts, plenums or other spaces used for environmental air).

### 3.12 CONNECTOR SCHEDULE - TYPES AND USE

- A. Temperature Rating: Use connectors that have a temperature rating, equal to, or greater than the temperature rating of the conductors to which they are connected.
- B. Splices:
  1. Dry Locations:
    - a. For Conductors No. 8 AWG or Smaller: Use spring type pressure connectors, indent type pressure connectors with insulating jackets, or connector blocks (except where special type splices are required).
    - b. For Conductors No. 6 AWG or Larger: Use connector blocks or uninsulated indent type pressure connectors. Fill indentions in uninsulated connectors with electrical filler tape and apply insulation tape to insulation equivalent of the conductor, or insulate with heat shrinkable splices or cold shrink splices.
    - c. Gutter Taps in Panelboards: For uninsulated type gutter taps fill indentions with electrical filler tape and apply insulation tape to insulation equivalent of the conductor, or insulate with gutter tap cover.
- C. Terminations:
  1. For Conductors No. 10 AWG or Smaller: Use terminals for:
    - a. Connecting wiring to equipment designed for use with terminals.
  2. For Conductors No. 8 AWG or Larger: Use compression or mechanical type lugs for:
    - a. Connecting cables to flat bus bars.
    - b. Connecting cables to equipment designed for use with lugs.
  3. For Conductor Sizes Larger Than Terminal Capacity On Equipment: Reduce the larger conductor to the maximum conductor size that terminal can accommodate (reduced section not longer than one foot). Use

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**WIRING, GENERAL**

compression or mechanical type connectors suitable for reducing connection.

**END OF SECTION**

## SECTION 260533

### RACEWAYS & BOXES FOR ELECTRICAL SYSTEMS

#### PART 1 – GENERAL

A. This Section includes:

1. Conduits, tubing, and fittings.
2. Rough-in boxes.

B. Reference Standards (Latest editions, herein made a part of these specifications)

ANSI/NECA 111-2003 Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC)

C. Related Work Specified Elsewhere:

1. Section 26 00 00 – Electrical Common Requirements
2. Section 26 05 26 – Conductors and Cables
3. Section 26 27 26 – Wiring Devices

D. Submittals: Submit product data in accordance with Section 01 33 00.

1. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

E. Warranty: Refer to Section 01 78 36 – Warranties.

#### PART 2 – PRODUCTS / MATERIALS

A. EMT: Metallic Conduits, Tubing, and Fittings for CATV Cable distribution.

1. Listing and Labeling: conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - a. Follow H3: Rules for Bending EMT (NEC 358.24 & 358.26)
2. Size: 3/4" Thinwall Steel EMT Conduit Outside Diameter: 23.42 mm (0.922") Wall Thickness: 1.00 mm (0.039") Length: 3.05 m (10 ft) Weight per Piece: 1.69 kg (3.73 lbs)

B. Boxes, Enclosures, and Cabinets, General Requirements:

1. Device Box Dimensions: 4"square  $\times$ 2 $\frac{1}{8}$ "deep or 4" $\times$ 2 $\frac{1}{8}$ " $\times$ 2 $\frac{1}{8}$ " deep.  
Box extensions used to accommodate new building finishes shall be of same material as recessed box.
  - a. Box cover for electric box in ceiling of hallway. Metal.
2. Boxes installed in fire rated partitions shall adhere to Section the NYSEC. 2020 edition.
3. Ceiling Boxes: covers only.
4. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

#### PART 3 – EXECUTION

A. Indoor Raceway Application: Install raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: EMT.
2. Concealed in Ceilings and Interior Walls and Partitions: EMT.
3. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 3R nonmetallic in damp or wet locations.

## SECTION 260533

### RACEWAYS & BOXES FOR ELECTRICAL SYSTEMS

- B. Minimum Raceway Size: 3/4-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
- D. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- E. Install surface raceways only where indicated on Drawings.
- F. Do not install nonmetallic conduit where ambient temperature exceeds 120°F.
- G. Installation: Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter.
  - 1. Comply with NFPA 70 limitations for types of raceways allowed in specific locations.
  - 2. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes. Install horizontal raceway runs above water and steam piping.
  - 3. Arrange stub-ups so curved portions of bends are not visible above finished slab.
  - 4. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
  - 5. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
    - a. Support conduit within 12 inches of enclosures to which attached.
  - 6. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
  - 7. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
  - 8. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, use industry standard. Install boxes with height measured to centerline of box unless otherwise indicated.
  - 9. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
  - 10. Locate boxes so that cover or plate will not span different building finishes.
  - 11. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
  - 12. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- H. Sleeve and Sleeve-Seal Installation for Electrical Penetrations: Install sleeves and sleeve seals at penetrations of exterior wall assemblies.
- I. Firestopping: Install firestopping at penetrations of fire-rated wall assemblies. Comply with requirements in Division 07 Section "Firestopping."

**END OF SECTION**

## SECTION 262726

### WIRING DEVICES

#### PART 1 – GENERAL

- A. This section includes:
1. Receptacles, receptacles with integral GFCI, and associated device plates.
  2. Snap switches, and associated device plates.
  3. Weather-resistant receptacles and weatherproof covers.
  4. Communications outlets.
- B. Reference Standards (Latest editions, herein made a part of these specifications)  
ANSI/NFPA 70 National Electrical Code.
- C. Related Work Specified Elsewhere:
1. Section 260000 – Electrical Common Requirements
  2. Section 260526 – Conductors and Cables
  3. Section 260533 – Raceways & Boxes for Electrical Systems
- D. Submittals: Submit product data in accordance with Section 01 33 00.
1. Product Data: For each type of product.
  2. Quality Control Field Test Report: Submit upon completion of installation.

#### PART 2 – PRODUCTS / MATERIALS

- A. Basis of design: Leviton Residential ProGrade. Equivalent products from the following manufacturers are acceptable as substitutions under Section 013300.
1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
  2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
  3. Pass & Seymour/Legrand (Pass & Seymour).
- B. Single source: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.
- C. Wiring Devices, General Requirements
1. Wiring Devices, Components, and Accessories shall comply with NFPA 70.
  2. Wiring devices shall have screw pressure-plate terminals for wiring connection.
- D. **Straight-Blade Receptacles:** Tamper-resistant convenience receptacles, 125 V, 15A complying with NEMA WD 1, NEMA WD 6 Configuration 5-15A, UL 498, and FS W-C-596.
1. Acceptable products:
    - a. Eaton #TRBR15V-BXSP
    - b. Or equivalent product considered as substitutions under Section 01.33.00 by one of the following:
      - Leviton
      - Hubbell
      - Cooper

## SECTION 262726

### WIRING DEVICES

- E. **GFCI Receptacles:** Tamper-resistant duplex, straight blade, feed-through type, 125 V, 20 A complying with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.  
Selftesting type with indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection, and trip indicator light.
1. Acceptable products:
    - a. Leviton #GTR1-I
    - b. Or equivalent product considered as substitutions under Section 01.33.00 by one of the following:
      - Pass & Seymour
      - Hubbell
      - Cooper
- H. **Telephone Outlet:** make connections in existing cable box in each apartment.
- I. **Cable Television (CATV) Outlet:**
- a. New Outlets in locations shown on plans. Provide ¾" EMT conduit to each Apartment. See Section 274116 for system.
- L. **Wall Plates:** high-impact thermoplastic, flush plate style; single and combination types, to match corresponding devices. Do not use oversized or extra-deep plates.
1. Plate-securing screws: Metal with head color to match plate finish.
  2. Material for unfinished spaces: Galvanized steel.
  3. Wet-location weatherproof cover plates: NEMA 250, complying with Type 3R, cast aluminum with spring-loaded lift cover, listed and labeled for use in wet and damp locations, weather- resistant thermoplastic with lockable cover.
- N. **Device and Wall Plate Color:** White or ivory, as selected by Owner. unless otherwise indicated or required by NFPA 70 or device listing.

### PART 3 – EXECUTION

- A. Installation: Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
1. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
  2. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors: Follow NECA recommendations and NFPA 70 regarding stripping insulation from conductors, length of free conductors at outlets.
- D. Device Installation: Wire in accordance with NFPA 70.
1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.

## **SECTION 262726**

### **WIRING DEVICES**

2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Pigtails shall be same AWG as conductors.
5. Use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw. Tighten all terminal screws on the device.
6. When mounting into metal boxes, remove the fiber or plastic washers used to hold device- mounting screws in yokes, allowing metal-to-metal contact.

**END OF SECTION**

## **SECTION 262770**

### **NURSE CALL LIGHT**

#### **PART 1 – GENERAL**

- A. This section includes:
1. Replace and reinstall new Nurse call light and wiring for new hall light.
  2. Install in corridor in location as shown on plans.
- B. Related Work Specified Elsewhere:
1. Section 260000 – Electrical General Requirements
- C. Submittals: Submit product data in accordance with Section 01 33 00.
1. Catalog cuts / submittal sheet.
- D. Warranty: Manufacturer's standard one (1) year warranty.
1. Contractor's Warranty: Refer to Section 017836 – Warranties.

#### **PART 2 – PRODUCTS / MATERIALS**

- A. Basis of design: The Edwards CFA Series 7641R Series Dome stations.  
[www.edwardssignaling.com](http://www.edwardssignaling.com).
1. Equivalent products will be considered as substitutions under Section 013000.
- B. Components:
1. Lamp Station white lamp
  2. Model 7641-1G5 - 24V AC 5.0
  3. Color: White
  4. Dome: P-047047-0006 Industry Trade No. 3131
- C. Conductors specified under Section 26 05 19.

#### **PART 3 – EXECUTION**

- A. Install according to manufacturer's printed recommendations.
- B. Run wiring concealed in walls and floor.

**END OF SECTION**

## SECTION 265190

### LIGHT FIXTURES

#### PART 1 GENERAL

##### PART 1 – GENERAL

A. This section includes:

1. Interior Corridor lighting fixtures, lamps, and ballasts.

B. Reference Standards (Latest editions, herein made a part of these specifications)

NECA/IESNA 500-2006 Standard for Installing Indoor Lighting Systems

C. Related Work Specified Elsewhere:

1. Section 26 05 19 – Low Voltage Electrical Power Conductors & Cable Section 26 05 33 – Raceways and Boxes for Electrical Systems
2. Section 26 27 26 – Wiring Devices

D. Submittals: Submit product data in accordance with Section 01 33 00.

1. Product Data on features, accessories, dimensions, weights and finishes for each type of lighting fixture, arranged in order of fixture designation.
2. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, from manufacturer.

E. Delivery / Storage / Handling:

1. Store materials in secure, protected location immediately upon delivery to project, in manufacturer's labeled packaging.

F. Warranty: Manufacturers' standard limited warranty to be free from defects and capable of performing their function. Contractor's Warranty: Refer to Section 017836 –

Warranties.

#### PART 2 – PRODUCTS / MATERIALS

A. General Requirements for Lighting Fixtures and Components:

1. Fixtures shall be listed and labeled, as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application. Fixtures shall comply with UL 1598.
2. Luminaire Efficacy Ratings tests shall comply with NEMA LE 5 or LE 5A, as applicable.
3. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
4. Metal Parts:
  - a. Sheet Metal Components: Formed free of burrs, sharp corners and edges, capable of being supported without warping or sagging. Steel unless otherwise indicated.
  - b. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, designed to permit relamping without use of tools and prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position
5. Lighting Diffusers:
  - a. Acrylic: 100 percent virgin acrylic plastic, UV stabilized, with high resistance to

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### LIGHT FIXTURES

- yellowing and other changes due to aging, exposure to heat, and UV radiation.
- b. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

#### B. Power Supplies and Drivers - General

1. Power Factor: 0.90 or higher
2. Maximum driver case temperature not to exceed driver manufacturer recommended operation.
3. Output operating frequency: 60Hz.
4. Interference: EMI and RFI compliant with FCC 47 CFR Part 15.
5. Total Harmonic Distortion Rating: 20% Maximum.
6. Meet electrical and thermal conditions as described in LM-80 Section 5.0.
7. Fully dimmable, 0 – 10 VDC standard.
8. Secondary Current: Confirm secondary current specified by individual luminaire manufacturers.
9. Compatibility of dimming switches: Certified by manufacturer for use with individually specified luminaire and individually specified control components.

#### C. Basis of Design Lighting Fixtures: Provide light fixture and accessories as listed below, or equivalent product.

### PART 3 SUBMITTALS

- A. Waiver of Submittals: The “Waiver of Certain Submittal Requirements” in Section 013300 does not apply to this Section.
- B. Product Data: Catalog sheets, specifications and installation instructions.
- C. Samples: One of each product if requested.

### PART 4 PRODUCTS

#### 2.01 GENERAL

- A. Equip fixtures with:
  1. Frames as required for installation of recessed and semi-recessed fixtures.
  2. Lamps by General Electric Co., GTE/Sylvania, or Westinghouse Electric Corp. All warm white LED bulbs.

### PART 5 FIXTURE TYPES

#### LIST of FIXTURES

Type A 2 x 2 lay-in fixture equal to Lithonia GTL Series 2GTL. LED Troffer. Plastic Lens.

1. FW Flush aluminum, white
2. A12125 #12 pattern acrylic, frosted,

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**LIGHT FIXTURES**

3. 3300 Lumens
4. .0125" thick lens
5. 120 V
6. EXA 1Driver
7. N80EMG nLight with 80% (L80) lumen management for use with generator supply emergency power
8. EL7L 700 lumen emergency battery (non-CEC compliant)

**END OF SECTION**

## **SECTION 274172**

### **CATV SYSTEM**

#### **PART 1 - GENERAL**

##### **1.1 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 260533 Raceways & Boxes for Electrical System

##### **1.2 SYSTEM DESCRIPTION - CATV SYSTEM**

- A. The CATV system consists of new
  - 1. Cable TV box, located in electric room.
  - 2. Coax Cable, and Conduit
  - 3. Cable taps and TV jacks in each of the 16 apartments.

##### **1.3 SUBMITTALS**

- A. Manufacturer's installation instructions shall be provided along with product data.
- B. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).
- C. Waiver of Submittals: The "Waiver of Certain Submittal Requirements" in Section 013300 does not apply to this Section.
- D. Submittals Package: Submit the shop drawings, product data, samples, and quality control submittals specified below at the same time as a package.
- E. Shop Drawings:
  - 1. Composite wiring and/or schematic diagrams of the complete system as proposed to be installed (standard diagrams will not be accepted).
- F. Product Data:
  - 1. Catalog sheets, specifications and installation instructions.
  - 2. Bill of materials.
  - 3. Detailed description of system operation (format similar to SYSTEM DESCRIPTION).
  - 4. Name, address and telephone number of nearest fully equipped service organization.
- G. Contract Closeout Submittals:
  - 1. System acceptance test report.
  - 2. Certificate: Affidavit, signed by the Contractor and notarized, certifying that the system meets the contract requirements and is operating properly.

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### CATV SYSTEM

3. Operation and Maintenance Data:
  - a. Deliver 2 copies, covering the installed products, to RHA to Include:
    - 1) Operation and maintenance data for each product.
    - 2) Complete point to point wiring diagrams of entire system as installed. Number all conductors and show all terminations and splices. (Numbers shall correspond to numbered tags installed on each conductor.)
    - 3) Name, address, and telephone number of nearest fully equipped service organization.

#### 1.4 QUALITY ASSURANCE

- A. Equipment Qualifications For Products Other Than Those Specified:
  1. At the time of submission provide written notice to RHA of the intent to propose an “or equal” for products other than those specified. Make the “or equal” submission in a timely manner to allow RHA sufficient time to review the proposed product, perform inspections and witness test demonstrations.
  2. If products other than those specified are proposed for use furnish the name, address, and telephone numbers of at least 5 comparable installations that can prove the proposed products have performed satisfactorily for 3 years.
    - 1) Verify the accuracy of all references submitted prior to submission and certify in writing that the accuracy of the information has been confirmed.
  3. The product manufacturer shall have test facilities available that can demonstrate that the proposed products meet the contract requirements.
  4. Provide written certification from the manufacturer that the proposed products are compatible for use with all other equipment proposed for use for this system and meet all contract requirements.

#### 1.5 MAINTENANCE

- A. Service Availability: A fully equipped service organization capable of guaranteeing response time within 24 hours to service calls shall be available to service the completed Work.

### PART 2 - PRODUCTS

#### 2.1 CABLE TV BOX

- A. For 16 apartments with coax, MDU distribution cabinet/enclosure with (2) each Magnavox 9800-18 8 port taps (or equal) designed for apartment drops.
- B. Locate box in electric room noted on plans.

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### **CATV SYSTEM**

#### 2.01 Coax distribution cabinet for 16 apartments

- A. Application: central CATV distribution for 16 dwelling units
- B. Device type: Multi-tap, MDU-rated
- C. Frequency range: at least 5–1002 MHz for digital cable/two-way broadband; some taps also support broader satellite bands depending on design.
- D. Shielding: high RFI shielding; pro splitters commonly specify around 120–130 dB shielding.
- E. Connector type: 75-ohm F-type.
- F. Mounting: install inside a lockable structured media enclosure / service enclosure sized for tap/splitters, grounding, and cable management.
- G. Grounding: bond enclosure and coax per local electrical/code requirements
- H. Recommendation: terminate unused ports and include surge protection / proper grounding hardware. Pro coax splitters such as Antronix specify surge protection on ports.

#### 2.1 Acceptable Cable Box Manufacturers

- I. Leviton Structured Media Center — example enclosure for central cable distribution hardware or equal

### **PART 3 – EXECUTION**

- A. Install according to manufacturer's printed recommendations.
- B. Run coax wiring from box to conduit in hallway for distribution.
- C. Label coax cable and ports with identification of each of the apartments.

#### **2.2 TELEVISION (CATV) OUTLET**

- A. CATV Jack: Double Type "F" connector Blonder-Tongue's GF-81C.
- B. Enclosure:
  - 1. Back Box: Flush type with special 16 gage steel subplate for mounting CATV jack.

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### CATV SYSTEM

- a. The subplate shall mount inside flange of back box using trusshead screws. The faceplate is mounted to the subplate using vandal resistant screws (carriage bolt type with break off nut). The vandal resistant screws can be removed by drilling without damaging back box.
  - b. The subplate with CATV jack shall be removable for servicing as a unit.
2. Faceplate: 11 gage stainless steel with openings for CATV jack.
    - a. Openings sized to prevent access to jack mounting hardware.

### 2.3 WIRING

- A. Conductors: Conductor number and size as recommended by Company producing the system but not less than the following:
  1. Type CATV-1: RG-6/U coaxial cable, with 2 shields, Belden Corp.'s 9114.

### 2.4 ACCESSORIES

- A. Relay Protection: Bridge every relay coil in the system with a 1 amp, 200 peak-inverse-voltage field collapse absorbing diode.
- B. CATV System Equipment Rack: 2 section rack, with each section the same as specified for System Equipment.
- C. CATV Junction Box: NEMA Type 1, surface mounted cabinet, constructed of 14 gage steel, size as recommended by Company producing the system (minimum size as indicated on the drawings);
  1. Hinged door with lock.
  2. Component mounting panel.
  3. The word "CATV" stenciled on the door with green paint.
- D. Accessories as required for a complete and operable system.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install system in accordance with the Company's printed instructions unless otherwise indicated.
  1. Coordinate with owner for location and size of equipment.
- B. Use markers to identify conductors at terminal strips, cabinets and pullboxes (designations shall correspond with point to point wiring diagrams).

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### CATV SYSTEM

- C. Nameplates:
  - 1. Transformer/Tap Boxes:
  - 2. Terminal Strip Cabinets and Interconnection Cabinets: Indicate apartment and floor number.
  - 3. CATV Tap Boxes: Indicate location designation.
  - 4. Head End Equipment: Identify each item.
- D. Use coaxial connectors for CATV cable terminations.

### 3.2 FIELD QUALITY CONTROL

- A. Preliminary System Test:
  - 1. Preparation: Contractor to adjust the completed system and then operate it long enough to assure that it is performing properly.
  - 2. Run a preliminary test for the purpose of:
    - a. Determining whether the system is in a suitable condition to conduct an acceptance test.
    - b. Checking and adjusting equipment.
    - c. Training facility personnel.
- B. System Acceptance Test:
  - 1. Preparation: Notify RHA at least 3 working days prior to the test so arrangements can be made to have a Facility Representative witness the test.
  - 2. Make the following tests:
    - a. Individually test each channel in each apartment.
    - b. A "sweep test" of the cable system.
    - c. A component performance test to analyze and plot the system attenuation, cable exponential characteristics, and spectrum integrity through the components, to demonstrate that the broadband coaxial network meets General Instruments Corporation standards.
  - 3. Supply equipment necessary for system adjustment and testing.
  - 4. Submit written report of test results signed by Contractor and RHA.

### 3.3

### END OF SECTION