



INVITATION TO BID

Procurement per 15 AAC 150.300-490

Section

1

Project Title: Mt. View DWV Replacement Project

ITB Number: 26T05-004

Project Site: 895 W. 12th Avenue Juneau, Alaska 99801

Project Description: Alaska Housing Finance Corporation (AHFC) is seeking a Contractor to provide labor, materials, equipment, permits, and inspections for the removal and replacement of Drain, Waste, and Vent (DWV) plumbing systems as described herein.

Procurement Officer: Marlon Dimatulac

Contact Info: Phone: (907) 330 - 8161

Fax: (907) 330-8217

Email: Submittals@ahfc.us

Anticipated Period of Performance – Begin thru End: Project completion no later than the end of June 2027. Final invoice by June 15, 2027.

Funding Source: Corporate

Federal

Type of Work: Services

Maintenance

Construction

Estimated Amount of Proposed Contract:

Less than \$100,000

\$100,000 to \$500,000

\$500,000 or greater

Question Deadline and Submittal location:

DATE: March 26, 2026 **PREVAILING TIME:**

4:00 PM

EMAIL: submittals@ahfc.us

Submittal Location and Deadline

(Offerors are responsible to assure delivery prior to deadline. Only proposals received prior to the following date and time will be opened.)

DATE: April 2, 2026 **PREVAILING TIME:**

4:00 PM

DELIVER BIDS VIA ONE OF THE FOLLOWING METHODS (and person, if named):

EMAIL:

Submittals@ahfc.us

HAND DELIVER OR MAIL

Alaska Housing Finance Corporation

4300 Boniface Parkway

Anchorage, Alaska 99504

Attention: Andrew Morton, Administrative Manager, Procurement

DS
AM

IMPORTANT NOTICE: If you downloaded this solicitation from the Corporation's Website, you must register with the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this ITB. To be registered email submittals@ahfc.us or fax 907-330-8217 and provide the project name & number, company name & contact person, address, phone number & fax number. An electronic version of the ITB may be obtained at AHFC's website <https://www.ahfc.us/about-us/notices/invitations-bid>

Minority, women-owned, and Section 3 businesses are encouraged to submit bids.

This ITB issued on behalf of the Alaska Housing Finance Corporation by:

DocuSigned by:

A83310923CFF429...

Gregory Rochon

Chief Procurement Officer



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Section 1. General Information & Notices

Section 2. Summary of Work

Section 3. Attachments *(If Box is checked below, attachments are included in this ITB)*

- HUD Form 5369 - A- Representations, Certifications, and Other Statement of Bidders **(required)**
- HUD Form 5369 – Instructions to Bidders (if federally funded)
- HUD Form 5370 –General Conditions for Construction Contracts (if federally funded)
- Supplement to General Conditions for Construction Contracts
- Affidavit of Disclosure of Interest **(required)**
- Affidavit of Non-Collusion **(required)**
- DBE Utilization Report **(required)**
- DBE Contact Report **(required)**
- Summary of Good Faith Effort Documentation **(required)**
- Bid Bond **(required)**
- Bid Form **(required)**
- HUD Wage Rate Schedule
- Performance Bond **(sample provided)**
- Labor and Materials Bond **(sample provided)**
- OTHER - Attachments: Juneau Mt. View Addition & Alteration As-Built 09.83 Mechanical pages 61-74

Notices

1. The Alaska Housing Finance Corporation is an equal opportunity employer.
2. AHFC encourages all contractors to inspect each site location identified in the attached Scope of Work before submitting the bid. Site visits may be scheduled between the hours of 8:00 a.m. to 5:00 p.m. To request a visit, please contact the Procurement Officer identified above.
3. No bid shall be withdrawn without the consent of AHFC for a period of thirty (30) days subsequent to the opening of the bids.
4. This work is funded by the U.S. Department of Housing and Urban Development (HUD), and Section 3 of the HUD act of 1968 is applicable to this Contract. See Paragraph 21 in HUD 5370, General Conditions for Construction Contracts.
5. Construction must conform to all applicable Federal, State and local laws, ordinances and codes. Wages must be paid so as to conform to the minimum requirements of applicable Federal law. The Contractor must ensure that qualified employees and applicants for employment are not discriminated against because of their race, color, religion, sex, disability or national origin.

6. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Corporation. The Corporation shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
7. AHFC will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this ITB or termination of any contract resulting from the award of the ITB.
8. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
9. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations.
10. **Professional Liability Insurance for the proposed contract:** is required
Contractor's Pollution Liability Insurance for the proposed contract: is required
11. **Pre-bid Conference:** None As follows:
12. **Special Notices:**
 - 12.1 An Alaska Business License is required of Contractors who do business in Alaska at time of award. Information regarding applying for an Alaska Business License can be found on-line at <http://commerce.alaska.gov/dnn/cbpl/Home.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.
 - 12.2 **Contractor's Pollution Liability (or equivalent) Insurance:** Contractor will provide and maintain Contractor's Pollution Legal Liability Insurance covering all errors, omissions, or negligent acts of the Contractor, its sub-contractors, or anyone directly or indirectly employed by them, made in the performance of this Contract. Limits required are not less than \$ 1,000,000 per occurrence.
13. **Local Hire:** Contractor shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract. In order to ensure that the Contractor's subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the Contractor shall include in its contracts with subcontractors under this Contract, language that is substantially the same as the first sentence of this provision. Bidder is advised to contact the Department of Labor at (907)269-4900 (Anchorage) with any questions requiring applicable local hire laws and regulations.
14. **Alaska Bidder and Product Preferences are not applicable:** The funding for this project is from the U.S. Department of Housing and Urban Development (HUD). Pursuant to AS 36.30.890, the Alaska Bidder Preference (36.30.170), and Alaska Product Preferences (36.30.332) are not applicable.

AHFC will not apply the Alaska Bidder Preference, Alaska Products Preference, or the local forest products preference because federal requirements preclude enforcement of these provisions for federally funded projects.

15. **Ineligibility:** AHFC is prohibited from making award to, or approving as subcontractors, any individuals or firms which are on the list of contractors ineligible to receive awards from the United States as furnished from time to time by the Department of Housing and Urban Development (HUD), or as provided by State of Alaska Department of Labor (AKDOL). Contractors who have been debarred or suspended by a governmental entity remain ineligible for Contract award by AHFC for the duration of that debarment/suspension.

16. **Criteria for Selection:** The Contract will be awarded to the responsive and responsible bidder submitting the lowest bid complying with the conditions set forth herein, provided its bid is reasonable and it is in the best interest of AHFC to accept it.

AHFC reserves the right to reject the bid of any bidder who has failed to comply with the Invitation for Bid requirements; who has failed to perform any previous contracts with AHFC; who has previously failed to complete a contract of a similar nature on time.

17. **Subcontracts:** In compliance with AS 36.30.115, the following procedures apply:

Within five (5) working days after issuance of the Notice to Proceed, the low bidder shall submit a list of the subcontractors the bidder proposes to use in the performance of the Contract. The list must include the name and location of the place of business for each subcontractor and evidence of the subcontractor's valid Alaska business license. A bidder for a construction contract shall also submit evidence of each subcontractor's registration under AS 08.18. If a subcontractor on the list does not have a valid Alaska business license and a valid certification of registration under AS 08.18 at the time the bid was opened, the bidder may not use the subcontractor in the performance of the Contract, and shall replace the subcontractor with a subcontractor who had a valid Alaska business license and a valid Certification of Registration under AS 08.18 at the time the bid was opened.

18. **Insurance:** The successful bidder will be required to secure and maintain the insurance required by the Contract documents. See Item 36 of the General Conditions for Construction Contract – Public Housing Programs (HUD 5370).

19. **Proposal Form / Fee Proposal and Certifications (REQUIRED):** Bidder must submit a completed statement of qualifications for the firm(s) submitting the bid. At a minimum, the information required by the Bid Form and the attachments thereto must be submitted; other data may be submitted as deemed relevant. Information required by the Bid Form includes the following:

- A. Affidavit of Disclosure of Interest, signed and notarized.
- B. Affidavit of Noncollusion, signed and notarized.
- C. The bidder has attached a listing of projects to which bidder is currently obligated or anticipates being obligated to in the near future.
- D. The bidder has attached a statement of similar work performed by the bidder or bidder's key team members during the three (3) years prior to the date of this bid and

the name and telephone numbers of persons who may be contacted as references for these projects.

- E. The bidder affirmatively states that s/he is in compliance with State and Federal Civil Rights Act and other Equal Employment Opportunity provisions.

20. **Submission of Bids:**

- A. Bids must be submitted to the Reception Desk at AHFC, 4300 Boniface Parkway, Anchorage, Alaska 99504 or by email to submittals@ahfc.us. It is the responsibility of the bidder to ensure that their bid is in the proper office of AHFC prior to the closing time established for receiving bids. AHFC will hold a public reading of all bids at 4:05 p.m. after the submittal due date at the above address. Tele conference is also available and a meeting number will be provided via an addendum.
- B. Bids must include any federal or State tax which is applicable to the material of this bid.
- C. No alternative bids will be considered unless alternative bids are specifically requested.
- D. The bidder understands and agrees that an error in the bid, whether due to faulty judgment, mistake, clerical error, or otherwise, does not relieve the bidder of the duty to perform hereunder. In submitting a bid, the bidder understands and agrees that AHFC intends to conform to the requirements of law and that AHFC will not be liable for the errors of its agents and employees in evaluating bids.
- E. AHFC reserves the right to waive any and all informalities as may serve its best interests.
- F. AHFC reserves the right to accept or reject any or all bids and may require clarification supplemented through additional written submissions. AHFC will not be subject to payment for costs incurred for bid preparation or contract preparation as a result of valid and legal termination of this ITB or termination of any contract resulting from the award of the ITB.
- G. Neither a Notice of Intent to Award nor a Final Award will be made at the time of the bid opening.

- 21. **Bonding:** A bid bond will be required in the amount of five percent (5%) of the bid price. The successful bidder will be required to provide a Performance Bond and a Labor and Material Payment Bond each in the amount equal to one hundred percent (100%) of the Contract price.

- 22. **Built America Buy America Act (BABA):** This procurement and its Contractors shall comply with the Federal Governments Build America Buy America (BABA) act. Information pertaining to BABA and compliance can be found at <https://www.commerce.gov/oam/build-america-buy-america>.

- 23. **Jurisdiction:** This Contract is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The Contractor

shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, or this Agreement. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.

24. **DISADVANTAGED BUSINESS ENTERPRISE OPPORTUNITIES POLICY**

- A. **DESCRIPTION.** The work consists of providing DBE (Disadvantaged Business Enterprises) as defined by AHFC with the maximum opportunity to participate in the performance of contracts. In this regard, the Contractor together with any subcontractors shall take all necessary and reasonable steps in accordance with this section to ensure that DBE have the maximum opportunity to compete for and perform work in conjunction with this Contract. The Contractor shall not, nor shall subcontractors and others associated with this Contract, discriminate on the basis of race, color, national origin or sex in the award and performance of work under this Contract.
- B. **APPLICATION REGULATIONS.** AS 36.30.635 "Authority to debar or suspend" provides authority for sanctioning a Contractor for failure to adhere to the precepts of the DBE Program and the requirements of this section.
- C. **ESSENTIAL CONTRACT PROVISION.** Failure to comply with the provisions of this section shall be considered a material breach of Contract.
- D. **UTILIZATION GOAL.** The DBE utilization goal for this Contract is **twenty percent (20%)** of the total Contract amount. Measurement of attainment of this goal will be based on the actual amount of money received by the DBE for commercially useful work on this project.

Bidders who fail to meet the DBE goal, or fail to demonstrate good faith efforts will be ineligible for Contract award.

- E. **DETERMINATION OF COMPLIANCE.**
 - i. **PHASE I - BID AND AWARD.**
 - a) The bidder with the bid shall submit a copy of AHFC DBE Utilization Report, listing the certified DBE(s) to be used to meet the goal and the dollar amount of each subcontract.
 - b) If AHFC DBE Utilization Report contains less DBE participation than is required to meet the goal, documentation of good faith effort in the form of the Summary of Good Faith Documentation, and attachments must be submitted with the bid.

If the bidder's DBE participation is less than necessary to meet the goal, failure

to document sufficient good faith effort will result in the bid being deemed non-responsive.

- ii. **PHASE II - CONSTRUCTION.** The work items and creditable dollar amounts shown for a DBE firm on AHFC DBE Utilization Report must be included in any subcontracts with that firm. Prior written approval for replacement of the DBE must be granted before the new subcontractor can be accepted by AHFC.

F. GOOD FAITH EFFORT. The bidder must demonstrate that all reasonable efforts have been made to include DBE in the Contract at a level at least equal to the goal established for the Contract. The Contracting Officer may, as a minimum, use the following criteria to judge if the bidder, who has not met the Contract goal, has demonstrated sufficient Good Faith Effort. Criteria (1-7) will be utilized to evaluate any request from the Contractor for a reduction in the goal due to the default of a DBE and the Contractor's subsequent inability to obtain additional DBE participation despite good faith effort to do so.

- i. Consideration of all subcontractable items.
- ii. Selection of the most appropriate items or portions of items to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
- iii. Notification (in writing or by personal contact) to all appropriate DBEs in a timely manner of the bidder's/Contractor's interest in securing the DBE's participation in the prosecution of the work. Each contact with DBE must be logged on a "Contact Report". (See Attachment No. 4 of the Bid Form.)
- iv. Meaningful negotiation with DBEs for specific participation.
- v. Providing assistance to DBEs who need help in obtaining bonding or insurance required by the bidder.
- vi. Providing prospective DBEs with adequate information about the requirements of the Contract.
- vii. Follow-up initial solicitation for interest by contacting DBEs to determine with certainty whether they were interested in bidding. Documentation of follow-up contacts must be logged on the "Contact Report". See Items No. 3 above.
- viii. Advertisements for specific DBE participation in appropriate general circulation media, trade association publications and Disabantaged-focus media for at least twenty (20) days before the bids are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.

G. DBE CREDIT. In order for the work of DBE to be credited toward the DBE Utilization Goal, the Contractor shall ensure that ALL of the following requirements are met:

- i. The DBE must be certified by the MOA or DOT/PF in accordance with the requirements of MOA, DOT/PF.

The DBE must be certified at the time of:

- a) Listing on AHFC DBE Utilization Report submitted prior to award, and
- b) AHFC's approval of the subcontract, and/or
- c) Issuance of a purchase order by the Contractor to a DBE.

Should the DBE become decertified during the term of the subcontract or purchase order for reasons beyond the control of and without the fault or neglect of the Contractor, the work remaining under the subcontract or purchase order may be credited toward the DBE Utilization Goal.

Should the DBE be decertified between the time of Contract award and the time of the Contracting Officer's subcontract approval, the Contractor shall have the option of:

- a) Withdrawing the subcontract from the consideration replacing the subcontract with one from a currently certified DBE, or
 - b) Having the subcontract for the decertified firm approved. In this case the work of the decertified firm would not be credited toward the DBE Utilization Goal. The Contractor would also be required to submit such additional DBE participation as may be necessary to meet the DBE Utilization Goal.
- ii. The DBE must perform work in the category of work for which the certification has been issued. The DBE may perform work in categories for which it is not certified, but only that work performed in the certified categories will be credited toward the DBE Utilization Goal.
 - iii. The DBE must perform a commercially useful function. The following criteria will be used by the Contracting Officer to determine if work will be considered commercially useful.
 - a) The work performed must be necessary and useful work required for the execution of the Contract.
 - b) The scope of work must be distinct and identifiable.
 - c) The work must be performed, controlled, managed and supervised by the certified DBE.
 - d) The DBE must use their own staff, employees and equipment for the execution of the work, except as noted in Subparagraph e., below.
 - e) The manner in which the work is sublet or performed must conform to standard industry practice. The goods or services must have a market outside the DBE program and shall not represent a superfluous step in the contracting or purchasing process.
 - f) The cost of the goods or services must be reasonable and competitive

- with the cost of the goods or services outside the DBE program.
- g) All subcontract work must be sublet by the same unit of measure as is contained in the Bid Form unless prior written approval of the Contracting Officer is obtained.
 - h) The DBE must control all bidding and payment transactions. If two party checks are issued by the Contractor to a subcontractor, regular deal, ad hoc deal, manufacturer, and/or the employees or suppliers to such firms; the prior written approval of the Contracting Officer must be obtained.

- iv. The Contractor must provide proof of the actual monies paid for the qualifying goods and services provided by the DBE. The Contracting Officer will make the determination as to what portion of the funds actually paid will be credited toward the DBE Utilization Goal. The Contracting Officer's determination will be made upon the completion of the DBE work. Contractors are encouraged to contact the Contracting Officer in advance of the prosecution of the DBE work if they have any question about the work qualifying for participation.

H. **DEFAULT OF DBE.** In the event that a DBE who has been placed under Contract or to whom a purchase order or similar agreement has been issued defaults on their work for whatever reason, the Contractor shall immediately notify the Contracting Officer of the default and the circumstance surrounding the default. The Contractor shall take immediate steps, without any order or direction from the Contracting Officer, to retain the services of other DBEs as necessary to assure that the DBE Utilization Goal is met. In the event that the Contractor cannot obtain additional participation, the Contractor shall submit proof of their good faith effort in accordance with the provisions of Subsection F., GOOD FAITH EFFORT. The Contracting Officer may adjust the DBE Utilization Goal if in the opinion of the Contracting Officer all of the following criteria have been met:

- i. The Contractor had no fault or negligence in the default beyond the control of the Contractor.
- ii. The Contractor is unable to find additional DBE participation and has adequately performed and documented the good faith effort expended in accordance with Subsection F., GOOD FAITH EFFORT.

The DBE Utilization Goal will be adjusted to reflect only that amount of the defaulted DBE's work that cannot be replaced.

I. **METHOD OF MEASUREMENT.** The Contractor shall be entitled to count toward the DBE goal those monies allowed by the Contracting Officer in Subsection G. as actually paid to certified DBE firms for commercially useful work performed in the categories for which the DBE firm is certified. The Contractor will receive credit for the utilization of the DBEs as follows:

- i. If the prime Contractor is a certified DBE, then the Contractor shall be credited

the full amount of the DBE Utilization Goal.

- ii. Credit for a DBE joint venture partner is limited to the percent of the DBE's joint venture participation. A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control.
- iii. Credit for work by DBE subcontractors and manufacturers is 100%. For the purposes of the DBE program, an established firm that owns and operates their own trucks with their own employees (all such employees being paid the Contract prevailing wage rates) which is in the business of delivering materials or supplies to the public or the industry at large on a regular basis will be considered a subcontractor.
- iv. Permanent materials furnished by a regular DBE dealer are credited at sixty percent (60%) of their value. The value will be the actual cost paid but will not exceed the bid price for the item.
- v. Credit for fees paid by the Contractor to DBE ad hoc dealers are limited to that portion of the value of the fees which are determined by the Contracting Officer to be reasonable for services rendered by the DBE ad hoc dealers that help the Contractor obtain needed supplies, personnel, materials or equipment to perform the work. Such services and fees would include but are not limited to the following:
 - a) The fees charged for the delivery of supplies or permanent materials necessary for the prosecution of the work but not any part of the actual value of the supplies or permanent materials themselves (e.g. drayage services, expediting/freight consolidation).
 - b) Agent's fee for providing contractually required bonding or insurance but not any portion of the value of the bonds or policies.
 - c) Brokerage fee for providing truck owner-operators to haul materials or supplies but not any portion of the rate paid to the truck owner-operator.

A firm that leases trucks from others on an ad hoc basis for a specified job, a firm that leases or rents trucks to others on an ad hoc basis for a specific job, a firm that furnishes drivers for trucks owned or leased by another party, or a firm that hires or subcontracts with truck owner-operators shall be considered an ad hoc dealer or broker and as such only the customary, usual, and reasonable fee for those services will be credited toward the goal.

J. DEFINITIONS AND TERMS.

- i. **AD HOC DEALER.** A firm established for the purpose of supplying materials for a particular project or a particular Contractor.

- ii. **COMMERCIALLY USEFUL FUNCTION.** The execution of a contract or a distinct element of work under a contract by the firm actually performing, controlling, managing and supervising the work involved. See Subsection G for criteria.
- iii. **DISADVANTAGED BUSINESS ENTERPRISE.** A small business concern which is owned and controlled by one or more socially and economically disadvantaged individual and has been certified by the Municipality of Anchorage (MOA) or the Department of Transportation and Public Facilities (DOT/PF) in accordance with 49 CFR, Part 23.
- iv. **DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOAL.** The percent of work that is specified in the Contract.
- v. **GOOD FAITH EFFORT.** The affirmative action measures taken by a Contractor to meet the DISADVANTAGED Business Enterprise Program's objectives and goals for a specific project.
- vi. **MANUFACTURER.** An established firm that changes the shape, form or composition of original material in the general public or the industry at large on a regular basis.
- vii. **TRUCK OWNER-OPERATOR.** A subcontractor on a project who is the operator and either the owner or long-term lease holder of hauling equipment.
- viii. **REGULAR DEALER.** An established firm that supplies one or more materials to the general public or the industry at large on a regular basis.
- ix. **SUPPLIER.** A "Regular Dealer" or an "Ad Hoc Dealer" that provides material in an unaltered state that becomes a part of the permanent work.

K. BASIS OF PAYMENT. Payment for the work necessary to meet the specified DBE Utilization Goal will be considered subsidiary to other items of work. Upon award of the Contract, AHFC shall encumber funds for DBE utilization payments. These encumbered funds, equal to the DBE contract amounts, shall be maintained and paid to the Contractor for progress payments of DBE work as specified.

AHFC shall require the Contractor to pay all subcontractors for complete work within seven (7) calendar days of receipt of payment from AHFC for said work.

Contractor shall not receive any funds encumbered for DBE participation goals unless Contractor certifies payment is to be made by DBE Contractor.

PART 1 GENERAL**1.1 GENERAL DESCRIPTION**

PROJECT: Alaska Housing Finance Corporation (AHFC) is seeking a qualified Contractor to provide labor, materials, equipment, permits, and inspections for the removal and replacement of Drain, Waste, and Vent (DWV) plumbing systems. The Project is located at: 895 W. 12th Avenue Juneau, AK 99801

The Property consists of sixty-two (62) residential dwelling units, along with common areas. This Project shall include the complete removal and replacement of all vertical and lateral drains, waste lines, soil stacks, and vent stacks serving dwelling units and common areas. Common areas to be included, but not limited to: Common area bathrooms, Janitor closets, Exercise/fitness areas excluding the crawlspace; however final vertical connections will tie in at the highest placement allowable in the crawlspace. (Drain Waste Vent (DWV) shall be installed with ABS pipe and fittings conforming to Schedule 40 ASTM F628 or ASTM D2661.

BASE BID: The waste line system is composed of 2", 3", and 4", pipes. Contractor to verify measurements for successful bid. The estimation of pipes is approximate at 500 to 700 linear feet. This property had the crawlspace previously completed but will require all vertical and lateral lines from bathtubs, showers, sinks and toilets be removed, reinstalled and tied into DWV lines in the crawlspace. Removal where DWV pipe is deconstructed will need to be disposed of properly. Replacement of new piping shall be installed as practicable with connecting components "like sizes and types for like sizes and types" (i.e., T's Y's couplers, extensions, clean outs etc.) Ensure proper slope requirements at all locations where drains and waste lines are being replaced. The above length measurements do not account for fittings installed, soil stacks, and vent stacks. Some additional clean outs are to be installed as needed in various locations. Awarded contractor to verify quantities.

Cut Sheetrock walls to include put back of all materials removed to include sheetrock, mud, tape, texture, paint, handrails, ceiling tile grids, etc. Make accessible and replace all vertical and lateral drain, waste, and necessary vent lines. Walls opened at this stage will be accessed in each unit where accessible most cases the DWV lines will be accessible in common hallways. (See attached drawings.) Ensure each unit's vent lines are correctly routed and connected to the main vent system to prevent trap siphonage and to maintain proper air flow.

ADDITIVE ALTERNATE: Domestic Water Supply Piping Inspection and Partial Replacement

Domestic water supply piping previously installed at the Property shall be inspected for condition, integrity, and remaining service life while the walls are opened up. Based on inspection findings, it is anticipated that approximately 30% to 50% of the domestic water supply system may require replacement. Contractor shall provide separate pricing for supply-side replacement as an Additive Alternate, independent of the Base Bid.

Additive Alternate Requirements:

- Provide a linear foot quantity estimate for replacement of:
- ½-inch domestic water piping
- ¾-inch domestic water piping

Pricing shall include:

- Pipe, Fittings, Hangers, Isolation valves and Fixture stops, Tie-ins to existing systems and Testing/Commissioning

Contractor shall clearly identify:

- Total linear feet assumed for each pipe size
- Material type proposed (e.g., PEX, Copper Type L)

Additive alternates may or may not be funded due to the limited funding available for this project and may have to be awarded at a separate time. If awarded, this project will be awarded to successful bidder of the base bid.

Schedule of values and work plan narrative will be due within four weeks of award. Project not to begin before AHFC review and approval.

Please see attachments titled:

Juneau Mt View Addition & Alteration As-Built 09.83 Mechanical pages 61-74

(Note all Mechanical pages are provided but won't necessarily all be used.)

DIV 01090

DIV 01120

DIV 01300

DIV 01600

DIV 02050

1.2 QUALITY ASSURANCE

All work to be done in a workmanlike manner resulting in a complete, finished, and functional installation.

1. Maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce Work of specified quality.

1.3 WORKMANSHIP

1. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
2. Perform Work by persons qualified to produce workmanship of specified quality.
3. All Work to comply with local codes.

1.4 MANUFACTURERS' INSTRUCTIONS

- Comply with instructions in full detail, including each step, in sequence. Should instructions conflict with Contract Documents, request clarification from Contract Administrator before proceeding.

1.5 WASTE DISPOSAL

- Contractor is responsible for proper disposal of all construction waste and debris.
- Contractor will not be allowed to stockpile removed pipe on site.
- Site will be left safe and free from any hazards at the end of each work day.
- AHFC trash collection points, dumpsters, or storage areas will not be used by the contractor.

1.6 SCHEDULING AND SEQUENCING

- A. Unit Entry: If required, arranged by AHFC in continuous and contiguous manner to accommodate engineering and installation. Contractor shall notify the owner, in writing via email, five working days in advance of entering the site. No work shall be performed prior to tenant notification (unless emergent need requires, then Contractor shall notify AHFC on site staff immediately). Contractor shall provide a schedule of entry, updated weekly. The entry schedule shall include length of time Contractor shall be in each unit.
- B. Include alternative temporary bathrooms for the number of tenants affected by the work flow daily if the units and common area bathrooms will be out of service on any given day during the project. The temporary bathroom units are to be on a cleaning schedule of twice a week at a minimum and an as needed basis as deemed necessary by site staff. These will be for use during construction hours for the duration of the project. All water supply and waste line plumbing shall be left in a functional operational state daily, between the hours of 5:00 p.m. and 8:00 a.m. the exact location of these portable units will be at the discretion of local AHFC Juneau AMP staff.

- C. AHFC onsite contacts are:
Lisa Corcoran lcorcoran@ahfc.us (907)586-3755
Kyle Schmitz kschmitz@ahfc.us (907)586-3742
Danny Quinn dquinn@ahfc.us (907)586-3760

- D. Work schedule must be provided and approved prior to the start of the project. Tenants must be notified 48 hours prior to any interruption to service. AHFC will assist with notifications.

- E. Work in or near Units: Perform work during normal working hours (8:00 a.m. - 5:00 p.m., M - F, unless specifically approved otherwise by the Contract Administrator) until completed at least inconvenience to residents.
 - 1. Complete each installation, including demolition, installation, and finishes, as quickly as possible and follow approved sequence and schedule.
 - 2. Work in Occupied Units: Complete work on same day in which it is commenced if possible.
 - 3. All utility services must be restored by the end of each work day. (Including sanitary sewer). If services cannot be restored the contractor is responsible for temporary services.

PART 2 PRODUCTS AND INSTALLATION:

2.1 MATERIALS

- 1. All materials shall be uniform, free from defects, and meet code and industry standard for a project of this type.
- 2. All soil lines, waste lines, and vents shall be installed with ABS pipe and fittings conforming to Schedule 40 ASTM F628 or ASTM D2661. All products shall bear the seal of a nationally-recognized listing or certifying agency.
- 3. No Hub coupling shall conform to the requirements contained in the latest edition of ASTM C1540; Gaskets shall comply with the requirements contained in the latest edition of ASTM C564.
- 4. ABS solvent cement shall conform to the requirements contained in ASTM D2235.

2.2 Piping Support

General

5. [Plumbing](#) piping shall be supported in accordance with this section.

Piping Seismic Supports

6. Where earthquake loads are applicable in accordance with the [building code](#), [plumbing](#) piping [supports](#) shall be designed and installed for the seismic forces in accordance with the [International Building Code](#).

Materials

7. Hangers, anchors and [supports](#) shall support the piping and the contents of the piping. Hangers and strapping material shall be of *approved* material that will not promote galvanic action.

Structural Attachment

8. Hangers and anchors shall be attached to the building construction in an *approved* manner.

Interval of Support

9. Pipe shall be supported in accordance with [Table 1](#).

TABLE 1: HANGER SPACING

PIPING MATERIAL	MAXIMUM HORIZONTAL SPACING (feet)	MAXIMUM VERTICAL SPACING (feet)
Acrylonitrile butadiene styrene (ABS) pipe	4	10 ^a

a. For sizes 2 inches and smaller, a guide shall be installed midway between required vertical [supports](#). Such guides shall prevent pipe movement in a direction perpendicular to the axis of the pipe.

Sway Bracing

10. Rigid support sway bracing shall be provided at changes in direction greater than 45 degrees (0.79 rad) for pipe sizes 4 inches (102 mm) and larger.

Anchorage

11. Anchorage shall be provided to restrain drainage piping from axial movement.

PART 3 EXECUTION

3.1 EXAMINATION OF SITE

- A. **Failure to Visit Site:** Will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to AHFC.

3.2 CONTRACTOR USE OF PREMISES

- A. Operations of Contractor: Limited to areas where work is indicated.
- B. Access: Restrict access to extent required allowing for ongoing activities at buildings and site.
- C. AHFC Occupancy: AHFC tenants will occupy portions of premises during entire construction period for conduct of their normal operations.
 1. Cooperate with AHFC in scheduling construction operations to minimize conflict and to facilitate AHFC tenant usage.
 2. Resident safety is of primary importance. Contractor to use barricades, temporary fencing, walks, shelters, enclosures, etc. as required to protect residents and their property.
- D. Emergency Exits: Maintain all required fire exits from existing buildings at all times; existing buildings are occupied during construction process.
 1. Exit Doors, Stairways, and Discharge Areas: Acceptable to local code authority.
- E. Construction Operations: Limited to areas where work is indicated.
 1. Take precautions to allow for continued operations including tenant and public access and other outside activities.

2. Disruptive Operations: Noisy and disruptive operations (such as use of jackhammers and other noisy equipment) shall be minimized in close proximity to existing apartments and buildings.
 - a. Schedule and coordinate such operations with AHFC.
 - b. Upon notification from AHFC, cease operations that are, in opinion of AHFC, disruptive to normal operations. Schedule such operations as described above.
 3. Power/Utility Outages: Coordinate and schedule any required electrical or other utility outages with AHFC. Outages shall be allowed only at previously agreed times. Schedule work to minimize the time for outages. Permanent power and utilities are to be restored at the end of each workday in occupied units. With prior Owner approval, the Contractor may provide temporary power and utilities until permanent services can be restored.
- F. Contractor's Performance of Work:
1. Conduct work efficiently at least inconvenience to residents in occupied dwelling units. Take precautions to protect residents and public from injury from construction operations.
 2. Keep premises free of debris and construction materials resulting from installation work on a daily basis. Minimize the production of dust. Dispose of debris in an off-site approved site.
 3. Contractor: Exclusively responsible for damage to grounds, plantings, buildings, and any other facilities or property. Pay for repair or replacement in full.
- G. Moving of Furniture and other Miscellaneous Work (if required):
1. AHFC will request that tenants do following:
 - a. Remove drapes, curtains, and any other encumbrances within work area; remove rugs from floors; and remove furniture away from work areas.
 - b. Pack items, i.e., books, toys, object art, fish bowls, etc.
 2. Contractor: Move furniture and appliances in occupied dwelling units at

least inconvenience to residents and without damage to furniture or finished floor. Replace all items when work is complete. Be responsible for unauthorized removal of or damaged furniture and appliances in units.

- H. Storage Space may be assigned to Contractor as a convenience.
1. Contractor: Use such spaces at own risk.
 2. AHFC: Not responsible for adequacy of space or spaces assigned, or safekeeping of material stored.

3.3 PAYMENTS

- Payments will not be made in advance of project or work not in place.
- Progress payments may be made with the approval and coordination of on-site contact.
- Invoices will be submitted to Victor Forrester, AHFC Maintenance Mechanic.
- AHFC will process approvable payments in a timely manner and in accordance with Alaska Statute.

END OF SECTION

PART 1 GENERAL

1.1 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with current applicable laws, ordinances, codes, and regulations.
 - 1. Accessibility: Comply with following:
 - a. Architectural Barriers Act of 1968 as amended (42 USC 4152-4157), HUD implementing regulations (24 CFR Part 40), and Uniform Federal Accessibility Standards (UFAS).
 - b. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations 24 CFR Part 8.
 - c. Fair Housing Accessibility Guidelines (24 CFR Chapter 1).
 - d. Americans with Disabilities Act of 1990 (ADA) (28 CFR Part 35).
 - 2. Recoverable Materials: Comply with Resource Conservation and Recovery Act (RCRA), Section 6002 and EPA Guidelines.
- B. Reference Standards: For products or workmanship specified by reference to association, trade, or Federal Standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
 - 1. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change duties and responsibilities of PHA/IHA or Contractor or any of their consultants, agents or employees from those set forth in Contract Documents, nor shall it be effective to assign to Contracting Officer any duty or authority to supervise or direct furnishing or performance of Work or any duty or authority to undertake responsibilities contrary to provisions of General Conditions.
 - a. Where wording of referenced standard is permissive, or where requirements of more than one reference standard apply, provide under more restrictive requirement.
 - b. Comply with recommendations of referenced standards even though they are not mandatory in standard.

- 2. Detailed Requirements: Be familiar with and verify detailed requirements of referenced standards to verify that items and their installation provided under Work of this Contract meet or exceed standard's requirements.
 - a. Notify Contracting Officer of any conflicts between referenced standards and requirements specified in Specifications or indicated on Drawings before proceeding with work.
 - 1) Tolerances: Tolerances may vary from standards of different sections. Make adjustments necessary to assure proper fitting of different elements. Tolerances may be plus or minus as indicated but in sum shall be compensating, not cumulative.
- 3. Effective Date: Date of referenced standard is that in effect as of documents date except when specific date is specified or when standard is part of applicable code which includes edition date.
- 4. Copies: When required by individual sections, obtain copy of referenced standard. Maintain copy at job site during work.
- C. Certificates: When required by Contract Documents, or when requested in writing by Contracting Officer, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.
- D. Labels: Where labels indicating certification are specified, deliver and install products with labels intact. Do not remove labels.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 REFERENCE STANDARD SOURCES

- A. Reference Standards: For copies of specifications and standards referenced in specifications, contact respective organization listed below:

AAMA
 American Architectural Manufacturers Association
 1540 E. Dundee Road, Suite 310
 Palatine, IL 60067
 708/202 13-50 Fax 708/202-1480

AHAM (on NIBS CCB)*
Association of Home Appliance Manufacturers
20 North Wacker Drive
Chicago, IL 60606
312/984-5800

ANSI
American National Standards Institute Inc.
11 West 42nd Street
New York, NY 10036
212/642-4900 Fax 212/302-1286

APA (on NIBS CCB)*
American Plywood Association
PO Box 11700
Tacoma, WA 98411-0700
206/565-6600 Fax 206/565-7265

ARMA (on NIBS CCB)*
Asphalt Roofing Manufacturers Association
6288 Montrose Road
Rockville, MD, 20852
301/231-9050 Fax 301/881-6572

ASHRAE
American Society of Heating, Refrigerating and Air-Conditioning
Engineers
1791 Tullie Circle, NE
Atlanta, GA 30329
404/636-8400 Fax 404/321-5478

ASME
American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017
212/705-7722 Fax 212/705-7674

ASSE
American Society of Sanitary Engineering
PO Box 40362
Bay Village, OH 44140
216/835-3040

ASTM
American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103-1187
215/299-5585 Fax 215/977-9679

AWS (on NIBS CCB)*
American Welding Society
PO Box 351040
Miami, FL 33135
800/334-9353 Fax 305/443-7559

AWI
Architectural Woodwork Institute
1952 Isaac Newton Square W
Reston, VA 20190 703/733-0600

BEES
Alaska Housing Finance Corporation
Research Information Center
4300 Boniface Parkway
Anchorage, AK 99504
907/338-6100

BHMA
Builder's Hardware Manufacturer's Association
355 Lexington Avenue, 17th Floor
New York, NY 10017
212/661-4261

CPSC
Consumer Products Safety Commission
5401 Westbard Avenue
Bethesda, MD 20816
800/638-2772

CS
Commercial Standards
U.S. Department of Commerce
Government Printing Office
Washington, DC 20402
202/377-2000

GA (on NIBS CCB)*
Gypsum Association
810 First Street, NE, Suite 510
Washington, DC 20002
202/289-5440 Fax 202/289-3707

FS (on NIBS CCB)*
General Services Administration Federal Specifications
Specifications Unit (WFSIS)
7th and D Streets, SW
Washington, DC 20407
202/708-9205 Fax 202/205-3720

HUD
Material Releases are part of HUD Technical
Suitability of Building Products Program.
Contact: Department of Housing and urban Development
Manufactured Housing and Construction Standards
451 7th Street, SW
Washington, DC 20410-8000 202/708-1929

HUD USER
PO Box 6091
Rockville, MD 20850
1/800/245-2691 or 301/251-5254

ISDSI (on NIBS CCB)*
Insulated Steel Door Systems Institute
30200 Detroit Avenue
Cleveland, OH 44145-1967
216/899-0010 Fax 216/892-1404

NEMA
National Electrical Manufacturers Association
2101 L Street, NW
Washington, DC, 20037
202/457-8400

NFPA (on NIBS CCB)*
National Fire Protection Association
Batterymarch Park
Quincy, MA 02169-9101
800/344-3555 Fax 617/984-7057

NFPA
National Forest Products Association
1240 Connecticut Avenue, NW, Suite 200
Washington, DC 20036

NFRC
National Fenestration Rating Council Incorporated
1300 spring Street, Suite 120
Silver Spring, Maryland 20910
301/589-6372 Fax 301/588-0854

NORTHERN COMFORT
Alaska Housing Finance Corporation
Research Information Center
4300 Boniface Parkway
Anchorage, AK 99504
907/338-6100

NRCA
National Roofing Contractors Association
6250 River Road
Rosemont, IL, 60018
708/299-1183 Fax 708/299-1183

PDCA
Painting and Decorating Contractors of America
27606 Pacific Highway South
Kent, WA 98032
206/941-8823

PEI
Porcelain Enamel Institute
1101 Connecticut Avenue, NW, Suite 700
Washington, DC 20036
202/857-1134

PS
Product Standards
U.S. Department of Commerce
Government Printing Office
Washington, DC 20402
202/783-3238

RFCI
Resilient Floor Covering Institute
966 Hungerford Drive, Suite 12-B
Rockville, MD 20850
301/340-8580 Fax 301/340-7283

SDI (on NIBS CCB)*
Steel Door Institute
30200 Detroit Avenue
Cleveland, OH 44145-1967
216/899-0010 Fax 216/892-1404

SIGMA
Sealed Insulating Glass Manufacturers Association
401 North Michigan
Chicago, IL 60611-4206
312/664-6610

SMA (on NIBS CCB)*
Screen Manufacturers Association
655 Irving Park, Suite 201
Chicago, IL 60613-3198 312/525-2644 Fax 312/248-9659

SMACNA (on NIBS CCB)*
Sheet Metal and Air Conditioning Contractors National Association
PO Box 221230
Chantilly, VA, 22022-1230
703/803-2989 Fax 703/803-3732

TCA (on NIBS CCB)*
Tile Council of America Inc.
PO Box 326
Princeton, NJ 08542-0326
609/921-7050 Fax 609/452-7255

UL
Underwriters Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062
312/272-8800

VWD
Vinyl Window and Door Institute
355 Lexington Avenue
New York, NY 10017
212/351-5400

3.1 DEFINITIONS

A. Basic Contract definitions are included in the General Conditions.

1. 'Indicated' refers to graphic representations, notes, or schedules on Drawings; Paragraphs or Schedules in Specifications; and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference.
2. 'Directed': Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "directed by the Contract Administrator," "requested by the Owner," "requested by the Architect," and similar phrases.
3. 'Approve', used in conjunction with action on submittals, applications, and requests, is limited to the Contract Administrator's or Architect's duties and responsibilities stated in General and Supplementary Conditions.
4. 'Regulation' includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
5. 'Furnish' means "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations."
6. 'Install' describes operations at the site including "unloading, unpacking, assembly, erection, anchoring, applying, working to dimension, protecting, cleaning, and similar operations."
7. 'Provide' means "furnish and install, complete and ready for use."
8. 'Installer': Installer is the Contractor or an entity engaged by the Contractor as employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation,

erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

- a. The term "experienced" when used with "Installer" means having a minimum of 5 previous Projects similar in size to this Project and being familiar with the precautions required and with requirements of the authority having jurisdiction.
9. 'Project Site' is the space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
 10. 'Testing Laboratories': A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- B. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.
- C. Language used in the Specifications is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the context so indicates.
1. Imperative language is used generally. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
- D. Abbreviations and Names: Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

- E. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents; correspondence and records established in conjunction with compliance with standards; and regulations bearing upon performance of the Work.

END OF SECTION

PART 1 GENERAL

This section is to be followed for the DWV removal in the vertical and lateral sections replacement of DWV components and put back of all materials disturbed.

1.1 REQUIREMENTS INCLUDED

- A. Procedural requirements
- B. Rehabilitation and renovation of existing spaces and materials

1.2 RELATED REQUIREMENTS

- A. General Conditions and Special Conditions
- B. Section 01010 - Summary of Work
- C. Section 01500 - Construction Facilities and Temporary Controls

PART 2 PRODUCTS

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New materials: As specified in individual specification sections.
- B. Match existing products and work for patching and extending work.
- C. Determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as a standard. Presence of a product, finish or type of work requires that patching, extending or matching shall be performed as necessary to make work complete and consistent with existing quality and contract documents.

PART 3 EXECUTION

3.1 GENERAL

- A. Remove existing materials and items as indicated, as required by job site conditions, as scheduled, and as specified herein, to accomplish new work and alteration in the existing building.
- B. Remove existing materials carefully and only to the extent required for the final work. Minimize damage to adjacent materials.
- C. Conduct all operations with a minimum of noise and dust.

- D. Take reasonable and adequate precautions to protect the Owner's property from damage during demolition work, moving of debris and damage by the elements. Restore any damage to Owner property due to the aforesaid work or replace in a manner satisfactory to the Contract Administrator.
- E. Provide and maintain suitable barricades, shelter, and lights, and danger signals during the progress of the work. They shall meet the requirements of the applicable building codes. Assume the responsibility of barriers to completion of contract and remove same.
- F. Contractor to assume responsibility for utility locates and coordinating with utility agencies.
- G. Submit daily logs to project administrator along with photos of progress weekly.

3.2 INSPECTION

- A. Verify that demolition is complete and areas are ready for installation of new work.
- B. Beginning of restoration work means acceptance of existing conditions.

3.3 PREPARATION

- A. Plan work in advance, informing Contract Administrator of procedure and schedule.
- B. Verify existing conditions affecting work including existing sizes and materials indicated prior to beginning work or ordering materials that are affected by existing conditions. Notify Contract Administrator of conflicts in writing.
- C. Where openings are to be cut in existing structures cut such openings with care. Where materials, equipment, frames, etc. are to be removed, remove such items with care to minimize damage to adjacent surfaces and materials.
- D. Cut, move, or remove items as necessary for access to alterations and renovations work; replace and restore at completion.
- E. Cut pockets, openings, chases, depressions, etc., to install or allow for installation of materials or equipment.

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- F. Remove from site unsuitable material not marked for salvage, such as rotted wood and rusted metals; replace materials as specified for finished Work.
- G. Remove from site, including concealed spaces, debris and abandoned items resulting from demolition operations from the site, daily. No accumulation of debris will be permitted.
- H. Prepare surfaces and remove surface finishes to provide for proper installation of new Work.
- I. Close openings in exterior surfaces to protect existing and salvage items from weather and extremes of temperature and humidity. Insulate and seal ductwork and piping to prevent condensation in exposed areas.

3.4 REPLACEMENT OF ROTTED MATERIALS

- A. If rotted material is encountered that has not been described within the original scope of work, notify the AHFC Contract Administrator prior to removing or encapsulating the affected material. Upon direction by the Contract Administrator, rotted material shall be completely removed and replaced with same dimension and quality material or better. If dampness is present, all areas shall be completely dried (including adjacent areas) by the Contractor prior to enclosure.

3.5 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch work in a manner to minimize damage and to provide means of restoring products and finishes to original condition.
- C. Patched work shall match existing adjacent work in texture and appearance.
- D. Install products as specified in individual specification sections.

3.6 TRANSITIONS

- A. Where new work abuts or aligns with existing, make a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible terminate existing surface along a straight line at a natural line of division and make recommendation to Contract Administrator.

- C. Where removal of materials results in adjacent spaces becoming one, rework to a smooth plane without breaks. Where a change of plane occurs, submit recommendation for providing a smooth transition for review.

3.7 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are disturbed, damaged or otherwise made defective in appearance or function by the execution of work under this contract.
- B. Repair substrate prior to patching finish.

3.8 FINISHES

- A. Finish surfaces as specified in individual sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.9 CLEANING

- A. After the demolition work in any area is completed, clean the area before any new construction is started.

END OF SECTION

PART 1 GENERAL

This section is to be used for C. Schedule of Values, any relevant E. Product Data, G. Safety Planning, I. Meetings, J. Daily construction reports

1.1 REQUIREMENTS INCLUDED

- A. Procedures
- B. Submittal Register
- C. Schedule of Values
- D. Shop Drawings and Product Data
- E. Product Data
- F. Samples
- G. Safety Plan
- H. Manufacturer's Instructions
- I. Meetings
- J. Daily construction Reports

1.2 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work
- B. Section 01350 – Construction Progress Schedules
- C. Section 01600 - Material and Equipment
- D. Section 01700 - Contract Closeout

1.3 PROCEDURES

- A. The contents of submittals shall be such that all information is available for completely checking each drawing, data or sample when submitted. These shall be submitted for review not less than thirty calendar days prior to the start of any construction or fabrication of the work to which the drawings, data or samples apply. Within twenty-one calendar days after

receipt of such drawings, data or samples, the engineer will return one copy of the submittal marked with one of the following (or similar) notations:

1. No exceptions taken
 2. Revise and resubmit
 3. Accepted as noted
- B. Returned copies of drawings marked with either notation "1" or "3" authorize the Contractor to proceed with the fabrication and/or installation or construction covered by such returned submittals, provided that such fabrication and/or installation or construction shall be subject to the comments, if any, shown on the returned copies.
- C. Returned copies marked with notation "2" shall be corrected as necessary and submitted in the same manner as before (see procedures below).
- D. Work for which the Contractor's submittals are required shall not be started until the submittals have been reviewed and approved in writing by the Project Architect/Engineer (or Contract Administrator, as directed). Any revision by Contractor of a previously approved submittal must be approved in writing before implementation.
- E. The following procedures apply:
1. Deliver a minimum of 3 copies of submittals to Project Architect/Engineer (or Contract Administrator, if so directed) as directed under accepted form. Resubmittal requires the same number of copies as submittals. One copy of rejected submittals will be retained for record.
 2. Transmit submittals in accordance with approved progress schedule and in such sequence to avoid delay in the work or work of other contracts.
 3. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers and conformance of submittal with requirements of contract documents.
 4. Coordinate submittals with requirements of work and of contract documents.
 5. Contractor shall sign or initial each sheet of shop drawings and product data and each sample label to certify Contractor review and compliance with requirements of contract documents. Notify Contract Administrator

and A/E in writing, at time of submittal, of any deviations from requirements of contract documents.

- 6. Do not fabricate products or begin work which requires submittals until return of submittal with AHFC's stamp of acceptance.**
7. Apply Contractor's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria and coordination of information with requirements of work and contract documents.
8. Attach to each copy of each submittal shop drawings, product data, and manufacturer's instruction submittals a submittal summary sheet identifying project, contractor, subcontractor, major supplier, pertinent drawing sheet and detail number, and pertinent specification section number. Identify deviations from contract documents. Provide space for Contractor review stamps.
9. Coordinate submittals into logical groupings:
 - a. Submittals involving selection of colors, textures, or patterns shall not be reviewed until all submittals requiring such selection have been submitted.
 - b. Associated items that require correlation for efficient function or for installation shall be grouped together.
10. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
11. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal. Note that at least one copy of submittals, which require resubmission, will be kept by the Contract Administrator for record. Number of copies of resubmittals shall be as required for initial submittals. Record copies of submittals, which require resubmission, will not be updated with resubmitted data.

1.4 SUBMITTAL REGISTER

- A. Submit a register of submittals, on Contract Administrator provided or approved form, of all required submittals listing applicable specification paragraph number, type of submittal, description of material, action dates, status and remarks. Contractor's updated submittal register shall accompany each submittal transmittal.

1.5 SCHEDULE OF VALUES

A Schedule of Values. The Contractor shall submit a Schedule of Values, the sum of which is equal to the total Contract Price. The Schedule of Values shall serve as a basis for calculating progress payments during construction and shall be presented in such detail to allow the Contract Administrator to accurately verify the amount and value of work completed as defined in the Contractor's Progress Payment Request. The Schedule of Values shall correspond to activities on the Construction Schedule as defined in Section 01350 Construction Progress Schedules.

1. The Schedule of Values, to the extent approved shall be submitted in tabular and computer format as part of the construction schedule submittals following CSI format.
2. The Schedule of Values must be reviewed and accepted by the Contract Administrator as the basis of calculating progress payments. If, in the opinion of the Contract Administrator, the Schedule of Values is deemed incorrect, the Contractor shall present documentation substantiating the proposed values. If, in the opinion of the Contract Administrator, the Schedule of Values lacks sufficient detail to calculate progress payments, the Contractor shall submit additional detail. Progress payment subsequent to the required submission date for the Construction Schedule shall be withheld until the Contract Administrator has accepted the Construction Schedule.
3. Home-office overhead expenses and profit shall be assigned to activities in direct proportion to the cost allocated to that activity.
4. Job site overhead expenses shall be assigned (e.g., prorate supervision expenses, temporary utilities, small tools, etc.) to the activities whose start and finish dates are consistent with the actual disbursement of the expenses or over the total period of the job. Cost of bonds, insurance, and schedule, shall be listed and paid as separate line items.
5. Each activity listed in the schedule of values must be detailed by cost category using the following format:

Activity category	Labor	Equipment	Materials	Sub-Contractor	Overhead Profit	Total Cost

6. The value to be allocated to the mobilization activity(ies) shall not exceed a total of two (2) percent of total contract price. Payment for this item will be made provided the Contract Administrator is satisfied the Contractor is making a reasonable effort to mobilize for construction in a timely manner. Untimely delays in mobilization, as determined in the sole judgement of the Contract Administrator, will be cause for postponement of payment for the mobilization item. In the event of default of the Contract, as adjudged by the criteria set forth in the Contract, no further payments will be made to the Contractor for the mobilization item.
7. Monthly schedule updates: Monthly schedule updates are to be included as a pay item in the schedule of values, with a dollar value attached as specified in Section 1350, Schedules

1.6 SHOP DRAWINGS AND PRODUCT DATA

A. General

1. Submittals are required for all materials of construction and equipment specified and indicated on the drawings.
2. Unless otherwise indicated, submit shop drawings and product data for all materials and equipment specified within a single division of the specifications in a single indexed, tabbed, and bound volume.
3. Simultaneous submittal of all volumes is not required.
4. Provide an index, alphabetized by item name, listing the specification section and item number under which each item is submitted.
5. Organize submittals by specification section. Separate each section by a heavy stock divider sheet with plastic index tab. Type specification section numbers on both sides of paper inserts.
6. Identify each item of the submittal with an item number. Number the first item within a specification section "#1", the second item within a specification section "#2", and so forth. Restart numbering sequence with each specification section.
7. Precede each item with a copy of the item data sheet.
8. Include materials and equipment indicated on the drawings but not listed in the specifications in the submittal volume of the most closely

related division. Rules for item numbering and item data sheets apply.

9. Material submitted shall indicate the specific item(s) proposed for this project. Delete or cross out all other items.
10. Each submittal or resubmittal of each volume shall be complete and shall contain all previously submitted material except that being replaced by new or revised material that shall be removed. Partial or improperly indexed or tabbed submittals or resubmittals shall be rejected without review or comment.
11. With each resubmittal include a complete summary of all changes and additions made to the equipment review submittal since the previous submittal. Only those items included in the summary will be reviewed with the resubmitted package.
12. Resubmittal shall be made in the same number of copies as the original submittal. Do not submit "updates" for previous submittal packages with resubmittals. Previous submittals will be kept in original condition for a record and will not be updated.
13. A list of minimum submittals required is provided in each section. These lists are not necessarily complete or all-inclusive and the Contractor is responsible for complete submittal.
14. Bind submittals in 3-ring, D-ring style binders with page lifters and vinyl covers. Expandable catalog type 2-hole binders with soft board covers and metal prong fasteners will not be accepted. Submittals for the entire project shall be one color.
15. Provide multiple binders as required to limit single binder thickness to three inches. Divide binders at logical points.
16. Label the front cover and end panel. Label to include division number, project title, project number, date and facility name.
17. Submit a minimum of three, plus the number required by the Contractor, identical copies of the review submittal or resubmittal for review and acceptance by the Architect. The Contract Administrator will retain two copies of each submittal or resubmittal.

18. Materials submitted shall be reviewed and accepted by the Architect and Contract Administrator before Contractor releases material for fabrication or shipment.
 19. Submittals not conforming to the above requirements will be returned unreviewed for correction.
- B. Shop drawings
1. Present in a clear and thorough manner. Label each drawing with Owner project name and project number. Identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents. Minimum Sheet Size: 11"x17".
 2. Identify field dimensions; show relation to adjacent or critical features or work or products.
- C. Product Data
1. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
 2. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- D. Samples
1. Submit full range of manufacturers' standard colors, textures and patterns for selection by Contract Administrator.
 2. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
 3. Include identification on each sample, giving full information.

1.7 SAFETY PLAN

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

1.8 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual specification section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for product data.

1.9 PROGRESS MEETINGS

- A. Contractor shall be responsible for calling and/or attending all meetings related to the work, coordination of the work with other work on the project and related matters. Generally project progress meetings and other meetings shall be conducted on site in a contractor supplied temporary conference room on a twice-monthly basis. Contractors to coordinate meeting dates with the Owner's representative and require attendance of any subcontractor currently performing work on the project. Contractor responsible for writing the agendas and distributing to the Owner one day prior to each meeting and for taking meeting notes and then having them typed and distributed to all attendees five days prior to the next scheduled meeting. Contractor Superintendent to have daily meetings with Owner's full time site representative.

1.10 DAILY CONSTRUCTION REPORTS

- A. Contractor shall be responsible for preparing a daily construction report, recording information concerning events at the site. Submit duplicate copies to the Owner's representative at weekly intervals. Include the following information:
1. List of subcontractors at the site.
 2. High and low temperatures, general weather conditions.
 3. Accidents, stoppages, delays, shortages, losses.
 4. Emergency procedures.
 5. Change orders received, implemented.
 6. Directives received, implemented.
 7. Work not in compliance notices received, corrected.
 8. Work underway and percent complete from project schedule's WBS.

9. Substantial Completions authorized.
10. Number and type of equipment on site, active or inactive.
11. Number and classification of workers on site.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Product/Material Requirements
- B. Storage and Protection
- C. Product Options
- D. Contractor Representations
- E. Systems Demonstration

1.2 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work
- B. Section 01300 - Submittals
- C. Section 01700 - Contract Closeout

1.3 PRODUCTS

1. Material Requirements

- All materials shall be uniform, free from defects, and meet code and industry standard for a project of this type.
- All soil lines, waste lines, and vents shall be installed with ABS pipe and fittings conforming to Schedule 40 ASTM F628 or ASTM D2661. All products shall bear the seal of a nationally-recognized listing or certifying agency.
- No Hub coupling shall conform to the requirements contained in the latest edition of ASTM C1540, Gaskets shall comply with the requirements contained in the latest edition of ASTM C564.
- ABS solvent cement shall conform to the requirements contained in ASTM D2235.

Piping Support

General

- Plumbing piping shall be supported in accordance with this section.

Piping Seismic Supports

- Where earthquake loads are applicable in accordance with the building code, plumbing piping supports shall be designed and installed for the seismic forces in accordance with the *International Building Code*.

Materials

- Hangers, anchors and supports shall support the piping and the contents of the piping. Hangers and strapping material shall be of *approved* material that will not promote galvanic action.

Structural Attachment

- Hangers and anchors shall be attached to the building construction in an *approved* manner.

Interval of Support

- Pipe shall be supported in accordance with Table 1.

TABLE 1: HANGER SPACING

PIPING MATERIAL	MAXIMUM HORIZONTAL SPACING (feet)	MAXIMUM VERTICAL SPACING (feet)
Acrylonitrile butadiene styrene (ABS) pipe	4	10 ^a

a. For sizes 2 inches and smaller, a guide shall be installed midway between required vertical supports. Such guides shall prevent pipe movement in a direction perpendicular to the axis of the pipe.

Sway Bracing

- Rigid support sway bracing shall be provided at changes in direction greater than 45 degrees (0.79 rad) for pipe sizes 4 inches (102 mm) and larger.

Anchorage

- Anchorage shall be provided to restrain drainage piping from axial movement.

- A. Comply with specifications and referenced standards as minimum requirements.
- B. Components required to be supplied in quantity within a specification section shall be the same and shall be interchangeable.
- C. Do not use materials and equipment removed from existing structure, except as specifically required or allowed, by contract documents.

1.4 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

1.5 PRODUCT OPTIONS

- A. Acceptance of substitute materials will not relieve the Contractor of the responsibility for any changes in his own work or in the work of other crafts caused by the substitution. Any additional costs resulting from substitutions are the responsibility of the Contractor.
- B. Any proposed substitution whose characteristics differ from the specified item to such an extent as to necessitate changes in the mechanical, electrical or other basic design of the Project, shall include the cost of any such changes, the design and the cost of design, which costs shall be borne by the Contractor. Determination of a substitution request will be based on the Contract Administrator's comparisons as to quality, adaptability, aesthetics, contract amount change, if applicable, etc., between the proposed substitution and specified item.
- C. Substitute products shall not be ordered or installed without written acceptance.

1.6 CONTRACTOR REPRESENTATION

- A. Request for substitution constitutes a representation that the Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.

- B. Contractor will provide same warranty for substitution as for specified product.
- C. Contractor will coordinate installation of accepted substitute, making such changes as may be required for work to be complete in all respects.
- D. Contractor certifies that cost data presented is complete and includes all related costs under this contract.
- E. Contractor waives claims for additional costs related to substitution, which may later become apparent.

1.7 SYSTEMS DEMONSTRATION

- A. Prior to final inspection, demonstrate operation of each system to the Contract Administrator.
- B. Instruct Alaska Housing Finance Corporation personnel in operation, adjustment and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

END OF SECTION

ALASKA HOUSING FINANCE CORPORATION

SECTION 02050
SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Provide temporary enclosures to separate work areas from areas used by public or occupied by residents, and to provide dust and weather protection. Adequately enclose and protect against weather any interior space where installation is incomplete at end of working day, and be responsible for any damage or inconvenience due to failure to do so.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PREPARATION

- A. For each phase of construction, erect dust proof enclosures separating occupied from unoccupied areas before beginning demolition. Remove enclosures when work is complete and patch surfaces damaged by work.
- B. Remove building equipment, cabinets, and fixtures as required. Store and protect items noted to be saved and/or reinstalled.
- C. Remove appliances, cabinets, equipment, partitions, walls, ceilings, floors, doors and frames, windows, ductwork, piping and other building components as required.
 - 1. Protect exposed utilities.
 - 2. Provide necessary shoring and bracing.
 - 3. Dispose of debris off site in accordance with applicable laws, ordinances, and regulations.
 - 4. Clean up and leave building and site prepared for renovation.
- D. Cutting, moving, and removing items as necessary to provide access or to allow alterations and new work to proceed. Include such items as:
 - 1. Repair or removal of hazardous or unsanitary conditions.
 - 2. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit, and wiring.
 - 3. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals, and deteriorated concrete.
 - 4. Repair or replacement of defective floor joists and subfloor for flooring work.

ALASKA HOUSING FINANCE CORPORATION

SECTION 02050
SELECTIVE DEMOLITION

5. Repair or replacement of defective rafters and sheathing for roofing work.
6. Cleaning of surfaces and removal of surface finishes, as needed to install new work and finishes.
7. Rerouting of utilities.
8. Providing access panels for maintenance of concealed plumbing work.
9. Patching, repairing, and refinishing existing items to remain, to specified conditions for each material, with workmanlike transition to adjacent new items of construction.

END OF SECTION

**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)

**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 —

Gregory Rochon
Administrative Services Director
Chief Procurement Officer

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **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.
- (e) 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.
- (f) 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.
- (g) 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".
- (h) "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.
- (i) 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.
- (j) 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.
- (k) 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 _____ (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

SEE DESCRIPTION IN INVITATION TO BID

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

26. Order of Provisions

accordance with the terms and conditions of the

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

27. Payments

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 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 30 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.

See Article 17 in Supplement to
General Conditions of the Contract

29. Changes

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

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

30. Suspension of Work

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

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

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

See Article 13 in Supplement to General Conditions of 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 \$ \$0 [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 See Article 14 in Supplement to General Conditions of the Contract

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

35. Assignment of Contract

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

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [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 \$ 1,000,000

[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.

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related

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

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

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

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

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

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

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

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

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

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

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

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

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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.

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SUPPLEMENT TO GENERAL CONDITIONS OF THE CONTRACT

In consideration of the mutual promises and covenants set forth and/or incorporated by reference herein, the Contractor and AHFC mutually agree as follows:

ARTICLE 1. BUSINESS LICENSE AND EQUIPMENT

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

ARTICLE 2. SCOPE OF WORK

The scope of work (services) outlined under the terms of this Contract includes all necessary and required permits, labor, supervision, tools, equipment, materials and transportation (including travel expenses), for the work. All work required under this Contract shall be performed and completed as outlined in the Scope of Work.

ARTICLE 3. TAXES

The Contractor shall pay all applicable federal, State and local taxes incurred by the Contractor in the performance of this Contract, and proof of payment of these taxes is a condition precedent to payment by AHFC under this Contract.

ARTICLE 4. SUBSTANTIAL COMPLETION

Substantial completion is the stage in the progress of the work when the work or a designated portion thereof is sufficiently complete in accordance with the Contract documents so that AHFC can occupy or utilize the work for its intended use.

When the Contractor considers the work, or a portion thereof which AHFC agrees to accept separately, is substantially complete, the Contractor shall request a substantial completion inspection. If it is necessary after the inspection, the Contractor will be given a comprehensive list of items to be completed or corrected. The Contractor shall proceed to promptly complete and correct the items on the list. Failure to include an item on the list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract documents. Within ten (10) days of issuance of the comprehensive list, the Architect/Engineer or the Contract Administrator will make an inspection to determine whether the work or designated portion thereof is substantially complete. The Architect/Engineer or the Contract Administrator shall give Contractor at least twenty-four (24) hours advance notice as to the date and time when the inspection will take place. If the inspection discloses any item, whether or not included in the comprehensive list, which is not in accordance with the requirements of the Contract documents, and which will prevent AHFC from occupying or utilizing the work for its intended use, the Contractor shall complete or correct such item upon

notification from the Architect/Engineer or the Contract Administrator, before issuance of the certificate of substantial completion. The Contractor shall then submit a request for another inspection to determine substantial completion. The Contractor shall be responsible for the costs incurred by AHFC for any inspections which are required after the first two inspections of the work or any designated portion thereof. When the work or designated portion thereof is substantially complete, the Contract Administrator will prepare a certificate of substantial completion which shall establish the date of substantial completion, shall establish the responsibilities of Contractor and of AHFC for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the certificate. In the absence of an agreement for some other deadline for final completion, Contractor shall achieve final completion within thirty (30) days after the Contract Administrator issues his/her certificate of substantial completion.

- A. If the Contractor does not meet the deadline for final completion, AHFC shall have the option to terminate the Contract, and complete the work itself, or to complete the work using another contractor, and to back charge the Contractor for all expenses incurred in attaining final completion. Warranties required by the Contract documents shall commence on the date of substantial completion of the work or designated portion thereof unless otherwise provided in the certificate of substantial completion.
- B. The certificate of substantial completion shall be submitted by AHFC to the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.
- C. The Contractor shall request the substantial completion inspection not less than thirty (30) days (unless otherwise indicated) prior to the date for final completion of the entire project as shown in the Contract documents as modified by approved change orders. AHFC may perform its first substantial completion inspection at any time thereafter, as if the Contractor had requested it.
- D. In no event shall final completion of the work be achieved later than three (3) years after the Notice to Proceed has been given to the Contractor, except to the extent that additional time has been granted to the Contractor in writing by AHFC. The Contractor shall not be liable to AHFC for liquidated damages as set forth in Paragraph 33 of the General Conditions of the Contract for Construction (form HUD-5370).

ARTICLE 5. COMPLETION OF WORK AND ACCEPTANCE

The Contractor shall request, in writing, a final completion inspection. The written request must be received by the Contract Administrator ten (10) full working days prior to the date of the inspection. The request shall include certification that all work is complete, all required tests have been passed satisfactorily and all test reports have been delivered, all required submittals have been made and approved, and all as-built drawings are complete and ready for delivery to the Architect/Engineer on the day of the inspection. Drafts of all required O&M manuals shall be transmitted thirty (30) days (unless otherwise noted) prior to final inspection date. It is the Contractor's sole responsibility to complete the work and schedule the inspection in such a manner as to allow adequate time to correct any and all punch list items

that may be noted. Time extensions will not be granted to complete punch list items that are under the control of the Contractor.

The Architect/Engineer will visit the site, prior to the scheduled inspection, to assure that the work is ready for final inspection. If the Architect/Engineer finds that the project is ready for final inspection, they will notify the Contract Administrator who will confirm the inspection date with the Contractor. If during this preliminary inspection the Architect/Engineer finds that the state of the work does warrant final inspection, the Architect/Engineer will issue a statement to the Contract Administrator declaring that the project does not warrant a final inspection. A list of deficiencies will be prepared to support the finding. The Contract Administrator will notify the Contractor that the project is not ready for final inspection and transmit a copy of the Architect/Engineer's report and findings. The Contractor shall address all of the concerns and then re-request a final inspection in writing a minimum of ten (10) working days prior to the date of the inspection. If more than one final completion inspection by the Architect/Engineer is necessary, all costs for time, travel and third party costs, incurred by the Architect/Engineer, for any and all reinspection(s) necessary to declare the project ready for final inspection shall be credited to AHFC and will appear as a deduction on the Contractor's next sequential periodic payment. Insufficient funds remaining for offset will result in a claim against the Contractor.

Once the Architect/Engineer has determined that the project is ready for final inspection, the Architect/Engineer and Contract Administrator will conduct the final completion inspection on the date requested by the Contractor. If necessary, a punch list of deficiencies and a list of seasonal work will be prepared by the Architect/Engineer and the Contract Administrator and delivered to the Contractor. Seasonal work is defined as work that cannot be reasonably completed due to weather conditions. Seasonal work does not include work that the Contractor scheduled inadequately or performed unsatisfactorily. The Contractor shall correct all punch list items and make appropriate arrangements to complete seasonal work. The Contractor shall then request a re-inspection as outlined above. The Architect/Engineer and Contract Administrator shall re-inspect the site to ensure that all punch list items have been corrected. If subsequent inspections, to this last inspection, are necessary, all costs (including but not limited to costs for time, travel, and third party costs) incurred by the Architect/Engineer and the Contract Administrator, for any and all re-inspections necessary to declare the project finally complete shall be credited to AHFC. These extra charges do not apply to seasonal work inspections.

The Contract Administrator, with the Architect/Engineer's concurrence, declares the project finally complete. Final completion is defined as the total completion of all of the work items and acceptance of such work by AHFC. The Contract Administrator will not declare final completion of the project until the Contractor delivers notification of final acceptance by the local building authority and a certificate of occupancy for the entire project. Final completion shall include the Contractor's completed demobilization from the job site and requirement for complete demobilization and cleanup.

Nothing in this Article 5 will alter the Contract requirement for the Contractor to be finally complete in the time stated in Clause 25 of the General Conditions of the Contract for

Construction (form HUD-5370) or as modified by approved change order.

ARTICLE 6. INCOMPLETE OR UNSATISFACTORY WORK, INCLUDING PUNCH LIST ITEMS

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

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

ARTICLE 7. PROFIT AND OVERHEAD ON CHANGE ORDERS AND EQUITABLE ADJUSTMENTS

Any and all indirect costs permitted under Clause 29 of HUD Form 5370, General Conditions of the Contract for Construction, shall not exceed fifteen percent (15%) of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit permitted under Clause 29 of HUD Form 5370, General Conditions of the Contract for Construction, shall not exceed ten percent (10%) of the costs associated with any change order or request for equitable adjustment.

ARTICLE 8. INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless AHFC, the Contract Administrator, and each of AHFC's directors, officers, employees, agents and servants, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, or property arising or resulting from, directly or indirectly, the operations of the

Contractor due to negligence in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act or omission, negligence, or misconduct of the Contractor during the construction or any other performance under this Contract, or because of any claims or amounts received from any infringements of patents, trademarks or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under this Contract as may be considered necessary by AHFC for such indemnification may be retained for the use of AHFC. If no money is due, the Contractor's surety may be held until any such suit, action or claim for injuries or damages as set out above shall have been settled in writing. However, money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected in accordance with the insurance provisions of the Contract.

ARTICLE 9. COORDINATION WITH AHFC

The term "Contracting Officer" shall mean the "Chief Procurement Officer" for AHFC. Gregory Rochon has been appointed Chief Procurement Officer. For purposes of this Contract, AHFC employee, David Gonzales, will serve as "Contract Administrator". The Contractor shall consult with David Gonzales to ensure that all work by Contractor under this Contract meets AHFC's requirements. Neither the Chief Procurement Officer nor the Contract Administrator shall be personally liable to Contractor for any act or omission in the performance of his/her duties under this Contract. Should the Contract Administrator change at any time the Contractor will be notified in writing of the new Contract Administrator.

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

ARTICLE 10. SEVERABILITY

If any provision of this Contract is held to be invalid and unenforceable, the remaining provisions are valid and binding upon the parties. One or more waivers by either party of any

provision, terms, conditions or covenant shall not be construed as a waiver by either party of their right to enforce such provision, term, condition or covenant in the event of any subsequent breach of the same provision, term, condition or covenant by the other party.

ARTICLE 11. SUCCESSION

Each party to this Contract binds itself, its partners, successors, executors, administrators and assigns to the other party to this Contract, and to the partners, successors, executors, administrators and assigns of the other party in respect to all covenants in this Contract. Nothing in this Contract may be construed as creating any personal liability on the part of any officer or employee of AHFC, nor may anything in the Contract be construed as giving any rights or benefits to anyone other than the parties bound by this Contract.

ARTICLE 12. MERGER AND EXTENT OF AGREEMENT

The Contract is the agreement made between the Contractor and AHFC, which shall incorporate and include:

- A. Invitation for Bid;
- B. Instructions to Bidders, including any Supplemental Instructions to Bidders;
- C. General Conditions of the Contract for Construction (HUD Form 5370)(also referred to as the "General Terms and Conditions"), including this Supplement to the General Terms and Conditions;
- D. Bid Form with all required attachments submitted by the successful bidder;
- E. Any and all addenda;
- F. Evidence of insurance required by the above listed documents;
- G. All appendices or attachments;
- H. Drawings and specifications; and
- I. All other documents required by the terms and conditions of Items (A) through (H) above and all modifications as defined in the General Terms and Conditions.

All components of the Contract are complementary, and what is in any one document shall be as binding as though indicated in all documents.

The Contract, as defined herein, represents the entire agreement between AHFC and the Contractor and supersedes all prior negotiations, representations or agreements. Except as expressly set forth elsewhere in this Contract, the parties to this Contract shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties. The Contractor shall have no contractual rights until the Contract has been fully executed by both parties and a Notice to Proceed has been issued.

ARTICLE 13. DISPUTES

- A. **Contractor's Claims Procedures.** If the Contractor becomes aware of any act,

occurrence or omission which may form the basis of a claim by the Contractor for additional compensation or an extension in time for performance; or takes exception to any instruction or directive from the Contract Administrator or Contracting Officer given by drawing, correspondence, change order, or otherwise, which materially affects the Contractor's costs or time of performance of the work; or if the Contractor disagrees with the adjustment in Contract price or Contract time for any change order, the Contractor shall submit a written notice of claim to the Contracting Officer with a copy to the Contract Administrator identifying the general nature and basis of the claim no later than seven (7) calendar days after the occurrence of such act or the receipt of such directive or change order and in any event before proceeding to incur any cost related to such claim. The notice of claim will be acknowledged in writing by the Contracting Officer within seven (7) calendar days of receipt. The Contractor shall have no right to additional compensation or additional time for any claim for which timely written notice of claim as required here in has not been made.

Except for disputes arising under the clauses entitled "Labor Standards and Labor Standards-Nonroutine Maintenance", 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.

The Contractor shall submit in writing to the Contracting Officer the details and supporting documentation of the claim within fourteen (14) calendar days of receipt of the Contracting Officer's acknowledgment of the notice of claim, unless the Contractor requests in writing within the fourteen (14) calendar days an extension of time for good cause shown. Good cause shown shall include time for the Contractor to prepare its claim. Upon receipt of a request for an extension of time the Contracting Officer may grant an extension of time for submittal of details and supporting documentation of not more than twenty-one (21) calendar days. Failure by the Contractor to furnish the details and supporting documentation or a request for an extension of time within the initial fourteen (14) calendar day period shall constitute a waiver of the claim.

In presenting the claim and supporting documentation, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
 - a. A brief summary of the claim and the facts pertinent to the claim; and
 - b. The application of the provisions of the Contract to the claim under the basis it is made; and
 - c. Description of the relative responsibilities of each party giving rise to the claim; and
 - d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.
2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.

3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:
 - a. A summary of additional compensation and/or additional time requested; and
 - b. Calculations, subcalculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contractor must show that it suffered damages and/or delays; that those conditions were actually a result of the acts, event or condition complained of; and that the Contract provides entitlement to relief to the Contractor for such acts, events, or conditions. No subcontractor claim will be considered or allowed unless the Contractor is injured, agrees the claim is valid, and has paid the subcontractor for the matters in dispute. The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) calendar days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer **MUST** contain a certification from the Contractor stating that:

1. The claim is made in good faith;
2. The Contractor's supporting data is accurate and complete; and
3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after receipt of all information deemed necessary from the Contractor, the Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

1. A description of the controversy;
2. Reference to the pertinent Contract provisions; and
3. A statement of the reasons supporting the decision.

- B. **AHFC'S Claims Procedures:** If the Contract Administrator becomes aware of any act, occurrence or omission which may form the basis of a claim by AHFC that the Contractor has failed to comply with any requirement existing under this Contract, the Contract Administrator may submit a written notice to the Contractor identifying the

general nature and basis of the claim at any time before final payment is made by AHFC.

C.

This claims procedure does not in any way limit any other remedies available to AHFC under any other provision of this Contract or the law, including but not limited to enforcement of warranties.

If AHFC's claim is not disposed of by meetings between the Contractor and the Contract Administrator which results in Contract within thirty (30) calendar days, provided additional time is not noticed in writing by the Contract Administrator, a formal written decision on the disposition of AHFC's claim shall be issued by the Contract Administrator. The Contract Administrator's decision is final and conclusive unless, within fourteen (14) calendar days of service of the Contract Administrator's decision, the Contractor delivers a written notice of claim to the Contracting Officer.

In presenting the Contractor claim, disputing the Contract Administrator's decision, to the Contracting Officer, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
 - a. A brief summary of the claim and the facts pertinent to the claim; and
 - b. The application of the provisions of the Contract to the claim under the basis it is made; and
 - c. Description of the relative responsibilities of each party giving rise to the claim; and
 - d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.
2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.
3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:
 - a. A summary of additional compensation and/or additional time requested; and
 - b. Calculations, subcalculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) days of the request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer MUST contain a certification from the Contractor stating that:

1. The claim is made in good faith;
2. The Contractor's supporting data is accurate and complete; and
3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after AHFC's receipt of all information deemed necessary from the Contractor, Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

1. A description of the controversy;
2. Reference to the pertinent Contract provisions; and
3. A statement of the reasons supporting the decision.

- D. **Work Continuation and Payment.** Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain the schedule of work pending the resolution of any dispute.

The Contractor shall have the right to dispute the Contract Administrator's decisions described in this section under the dispute provisions of this Contract, except if the Contractor has failed to submit its claim within the time provided, or has failed to request and receive an extension of such time from AHFC, they shall have no such right to review.

In arriving at the amount due the Contractor under this section, there shall be deducted:

1. All previous payments made to the Contractor for the performance of work under the Contract prior to termination;
2. Any claim or set off which AHFC may have against the Contractor;
3. Any claim by the Contractor for work performed negligently, or in any manner inconsistent with the Contract requirements, which was not accepted by AHFC;
4. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this section and not otherwise recovered by or credited to AHFC; and
5. All partial payments made to the Contractor under the provisions of this section.

AHFC will, from time to time under such terms and conditions as it may prescribe, make partial payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contract Administrator the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder, otherwise the Contractor shall not be entitled to receive further payments until final settlement is reached.

Where the work has been terminated by AHFC, this termination shall not affect or terminate any of the rights of AHFC against the Contractor or its surety then existing or which may thereafter accrue because of such termination. Any retention or payment of monies by AHFC due to the Contractor under the terms of the Contract shall not release the Contractor or its surety from liability.

Unless otherwise provided for in the specifications or the Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three (3) years after final settlement under this Contract, shall preserve and make available to AHFC at all reasonable times at the office of the Contractor, all its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under this Contract and relating to the work terminated hereunder.

ARTICLE 14. TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by AHFC in accordance with this section in whole or in part, whenever, for any reason AHFC, through its Contracting Officer or Contract Administrator, shall determine that such termination is in the best interest of AHFC. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying termination is for the convenience of AHFC, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by the Contract Administrator, the Contractor shall:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- B. Place no further orders or subcontracts or provide no further services, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- D. With the approval or ratification of the Contract Administrator, to the extent they may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the Contract;
- E. Submit to the Contract Administrator a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had

- been directed or authorized by the Contract Administrator;
- F. Transfer to the Contract Administrator the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to AHFC; and
 - G. Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which AHFC has or may acquire any interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable cost under this clause.

When AHFC orders termination of work under this Contract effective on a certain date, all completed units of work within each pay item as of that date will be paid for at the Contract unit price, if any, subject to the express limitations applying to cost reimbursement as outlined below. Payment for partially completed work will be made either at agreed prices or by time and materials methods as described in this Contract, subject to the express limitations applying to cost reimbursement as outlined below.

After receipt of a Notice of Termination, the Contractor shall submit to the Contract Administrator, its claim for additional damages or costs not covered above or elsewhere in this Contract. The intent of negotiating this claim would be an equitable settlement figure to be reached with the Contractor. In no event, however, will the following costs or damages be deemed reimbursable, and the Contractor expressly waives any right or entitlement to claim for such costs or damages:

- A. Loss of anticipated profits, including any claim for damages flowing from such loss of anticipated profits;
- B. Any profit on the completed portions of the Contract, if AHFC reasonably determines that the Contractor would have incurred a loss had the entire Contract been completed;
- C. Any costs associated with bid preparations;
- D. Any costs associated with general and administrative expenses (G&A), or any other indirect cost, as defined in 48 CFR 31.203(10-1-96), as amended, not expressly identified herein;
- E. Any legal fees incurred in conjunction with the Contractor's performance on the Contract including, but not limited to, legal fees incurred in conjunction with the preparation of any claim, incurred prior to the effective date of the termination for convenience; and
- F. Any costs associated in any way with the Contractor's preparation of its termination for convenience settlement claim including, but not limited to, legal fees, expert fees, accounting fees, copying fees, or any other direct or indirect cost associated with the

preparation of the settlement claim.

The Contractor's termination claim shall be submitted promptly, but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator upon request of the Contractor made in writing within the ninety (90) day period. Upon failure of the Contractor to submit its termination claim within the time allowed, the Contract Administrator may determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and will thereupon pay to the Contractor the amount so determined.

The Contractor and the Contract Administrator may agree upon whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

In the event of the failure of the Contractor and the Contract Administrator to agree in whole or in part, as provided herein, as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of work, the Contract Administrator will determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and will pay the Contractor the amount determined as follows:

- A. All costs and expenses reimbursable in accordance with the Contract not previously paid to the Contractor for the performance of the work prior to the effective date of the Notice of Termination;
- B. So far as not included under Paragraph A. above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract. However, in no event shall the Contractor be entitled to legal fees or other costs associated with the pursuit or defense of any claims associated with work performed under such subcontracts.
- C. The reasonable costs of settlement with respect to the terminated portion of the Contract, to the extent that these costs have not been covered under the payment provisions of the Contract.

ARTICLE 15. TIME IS OF THE ESSENCE

It is hereby understood and mutually agreed by and between the Contractor and AHFC, that the date of beginning and the time for completion, for each phase to be performed under this Contract, are essential conditions of this Contract. It is further mutually understood and agreed that the Contractor shall vigorously prosecute the work to completion. The Contractor shall proceed only after Notice to Proceed has specifically been issued by AHFC. In no event shall AHFC be liable for costs or changes, including loss of anticipated profit, for those portions of the work for which a Notice to Proceed was not issued. It is expressly understood and agreed by and between the Contractor and AHFC that the time for completion of the work described herein is reasonable time for the completion of same, taking into consideration the

climatic range and conditions prevailing in the project locality.

It is further agreed that time is of the essence for each and every portion of this Contract for the performance of any portion of the work whatsoever including any changes in the work; and that where under the Contract additional time is allowed for completion of any phase of the work, the new time limit fixed by such extension shall be of the essence of this Contract.

When the Contract completion time, including interim completion schedules or milestones, is specified as a fixed calendar date, it shall be the date on which all work on the project or included in the interim schedule or milestone shall be totally complete.

If the Contract term ends on a weekend or State holiday, AHFC shall have the sole discretion to extend the contract term, without executing a change order, to the end of the next business day.

ARTICLE 16. WARRANTY

In addition to the requirements set forth in the General Terms and Conditions at Paragraph 23 (HUD Form 5370), the Contractor agrees that all materials and equipment incorporated into any work covered by the Contract shall conform to the Contract documents and will be new, unless otherwise specified, and will be of the most suitable grade of their respective kinds of their intended use and operations. Upon receipt by the Contractor, within the applicable warranty period, of written notices from AHFC of any defect or failure to conform to the Contract of any such equipment, materials or labor, the Contractor agrees to repair, replace or make good the item(s) supplied hereunder at no cost to AHFC, including any damage to the work which results from the defect, and/or failure to conform. Such repair or replacement shall take place at a time which is consistent with AHFC's operating schedule, and shall be completed no later than five (5) working days after written notice is given to the Contractor, unless good cause is shown why a longer time frame is needed. In the event immediate action reasonable appears to be necessary to avoid a threat to life or property, AHFC may undertake warranty work itself, and the Contractor shall be responsible for all costs incurred by AHFC for labor and materials for such warranty work.

ARTICLE 17. CHANGES AND TIME EXTENSIONS

- A. **Change Orders:** Unless otherwise required, the Contractor shall, within seven (7) calendar days following receipt of a Request for Proposal (RFP) or directive for changes in the work submit in writing to the Contract Administrator a proposal for accomplishing such change or extra work. The proposal shall set forth any increase or decrease in cost to AHFC in comparison to such cost had such change or extra work not been authorized. The proposal shall state the basis of compensation for all work in connection with any such changes or extra work. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract. If the facts justify it, after receipt of a written request from the Contractor within the seven (7) day period identified above, the Contract Administrator may extend the period for submission of the Contractor's proposal.

Sufficient detail shall be given in said proposal to permit thorough analysis of the proposal by the Contract Administrator. This detail must be provided regardless of the method used to determine the basis for compensation outlined in the General Terms and Conditions at Paragraph 29(f) (HUD Form 5370). Unless otherwise directed, the detail shall permit an analysis of all materials, labor, equipment and overhead costs as well as profit, and shall cover all work involved to accomplish the change, whether deleted, added or changed.

- B. **Time Extensions:** When change orders or delays are experienced by the Contractor, and the Contractor requests an extension of time under one or more of the Contract clauses, the Contractor shall submit a written Time Impact Analysis (TIA) illustrating the influence of each change or delay on the Contract completion date or milestones, utilizing the current updated project schedule.

Each TIA shall include a fragnet demonstrating how the Contractor proposes to incorporate the change order or delay into the project schedule. A fragnet is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule to demonstrate the influence of delay and the method for incorporating delays and impacts into the schedule as they are encountered.

The following procedures shall be utilized when preparing a TIA:

1. Update the schedule at the time the change order or unexpected event occurs, without considering the change order or unexpected event, or the change order or unexpected event's impact on the schedule.
2. Study the scope of the change (alleged or directed) or the extent of the delay encountered. Review all Contract reference material. Prepare an accurate description of the changed condition or the delay encountered. Be aware of Contract notice requirements.
3. Identify all contracting parties who are affected by the change or delay and request any participation or documentation assistance that may be necessary.
4. Review the updated schedule to determine which activities the change order or unexpected event will affect and how. Determine the scheduled start and finish dates for all affected activities.
5. Consider whether the current schedule takes into account:
 - ◆ Any pending adjustments to Contract completion dates
 - ◆ Activity in-progress status
 - ◆ Notice to Proceed for any directed changes
 - ◆ Other alleged or actual delay occurrences
6. Prepare a fragnet illustrating the sequence of the change or delay and define

its relationship to the current “adjusted” schedule. Identify notice of impact and demonstrate the effect of the alleged delay on the existing schedule and the remaining activities required to be performed. Avoid exaggerating the effects of the change or delay.

7. Insert the fragnet into the current “adjusted” schedule and recalculate the schedule with the change or unexpected event.
8. Compare the un-impacted update (the current “adjusted” schedule) with the impacted update to determine the affect the unexpected event had on the updated schedule. Determine if any alternatives exist for mitigating the impact of the change or unexpected event.
9. If more than one change or delay occurs during the same period, determine and document on a chronological basis the time impact caused by *each* change order or delay encountered.
10. Prepare a written report of the overall schedule analysis and quantify the net time impact (if any) associated with each change or delay.

ARTICLE 18. ADDITIONAL REQUIREMENTS

- A. **Systems Start-Up and Testing:** The Contractor will be responsible for the initial start-up and testing of all systems and equipment.
- B. **Notice of Differing Site Conditions:** The Contractor’s obligation to give “prompt notice” of a differing site condition, as set forth in the General Terms and Conditions at Paragraph 8(a) (HUD Form 5370), shall mean that the Contractor shall give written notice of the differing site condition to AHFC by hand delivery or by facsimile (fax) transmittal within forty-eight (48) hours of discovery.
- ~~C. **Submittals:** The Contractor shall provide with each required submittal a certificate attesting that the products or materials to be provided are (1) currently and readily available, (2) not obsolete or discontinued, and (3) not to be discontinued or deleted from the supplier or manufacture’s stock within the next calendar year.~~
- ~~D. **Submitting As-Built Drawings and Operations and Maintenance Manuals:** The Contractor’s obligation to give “accurate information to be used in the preparation of permanent as built drawings”, as set forth in the General Terms and Conditions at Paragraph 10(b) (HUD Form 5370), shall mean that the Contractor shall provide all such accurate information to AHFC within five (5) days of the Contractor’s notice of final completion. AHFC will not consider any final pay request from the Contractor, nor will any other monies be due to the Contractor, until AHFC has received all such accurate information to be used in the preparation of permanent as-built drawings.~~

The Contractor will collect all written and executed warranties and deliver them to AHFC

with the request for final inspection. Final operations and maintenance manuals will be delivered prior to the final completion date. AHFC will not consider any final pay request from the Contractor, nor will any other monies be due to the Contractor, until AHFC has received all such written warranties and operations and maintenance manuals. Any and all costs incurred by AHFC, or the A/E, in revising unacceptable O&M manuals will be offset from the Contractor's final pay request.

- E. **Additional Remedies for Breach of Section 3 Requirements:** In addition to the remedies available for any breach by the Contractor of its obligations as set forth in Subsection F below, and in the General Terms and Conditions at Paragraph 40 (HUD Form 5370), if AHFC determines the Contractor has breached any Section 3 requirement, AHFC may withhold progress payments pending compliance if deemed appropriate by AHFC, or cancel, terminate for default, or suspend the Contract in whole or in part.
- F. **Additional Requirements Pertaining to Insurance:** In addition to the requirements set forth in the General Terms and Conditions at Paragraph 36 (HUD Form 5370), the Contractor agrees that for all insurance policies required to be maintained by the Contractor, the Contractor will name AHFC as additional insured for Commercial General Liability Insurance and Automobile Liability Insurance. The Contractor agrees to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor, or anyone directly or indirectly employed by them.
- G. **Additional Bases For Default:**
1. In addition to the requirements set forth in the General Terms and Conditions at Paragraph 32 (HUD Form 5370), AHFC may declare the Contractor to be in default in any situation where it determines that the Contractor has breached any provision of this Contract, including but not limited to any of the following reasons:
 - a. Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by AHFC;
 - b. Failure of the Contractor to perform the work with sufficient labor, equipment, or material to insure the timely completion of the work in accordance with the Contract's requirements;
 - c. Unsatisfactory performance of the work;
 - d. Failure or refusal of the Contractor to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - e. Discontinuance of the work without approval by AHFC;

- f. Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by AHFC to do so;
 - g. Insolvency or bankruptcy of the Contractor;
 - h. Any assignment of this Contract by the Contractor for the benefit of creditors;
 - i. Failure or refusal of the Contractor to, within ten (10) days of payment by AHFC, make payments or show cause why payment should not be made, of any amounts due by the Contractor for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered; or
 - j. Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property.
 - k. Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Contract Administrator determines to be incompetent, dishonest, careless, inexperienced in work he/she is responsible for performing, negligent or uncooperative.
- 2. AHFC may declare default and terminate the Contract, in whole or in part, for any reason set forth above, or any other reason permitted under this Contract or by law, by providing written notice of such to the Contractor.
 - 3. Should AHFC declare default and terminate the Contract in whole or in part for any reason set forth in this article, AHFC may, in addition to any other rights and remedies provided in this Contract, procure, upon such terms as it deems proper, services similar or identical to those terminated, and the Contractor or the Contractor's surety shall be liable to AHFC for all excess costs incurred by AHFC for obtaining such similar or identical work included within the terminated portion of the Contract. Such costs shall also include AHFC's additional administrative, procurement, and labor costs necessarily incurred.
 - 4. If the Contract is terminated for default, AHFC may, in addition to any other rights and remedies provided in this Contract, require the Contractor to transfer title and deliver immediately, in a manner required by AHFC, such partially completed work, including where applicable, reports, working papers and other documents that the Contractor, or its agents or subcontractors, have produced or acquired in its performance of the Contract. Payment for partially completed work shall be made in an amount deemed reasonable and appropriate by AHFC. AHFC may withhold from such payments amounts deemed necessary by AHFC to offset against additional costs or loss reasonably anticipated to occur.
 - 5. The rights and remedies set forth in this article are in addition to any and all

other rights and remedies available to AHFC under this Contract and law.

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

ARTICLE 19. SUBCONTRACTS AND ASSIGNMENTS

- A. In addition to the requirements set forth in the General Terms and Conditions at Paragraph 35 (HUD Form 5370), any assignment consented to by AHFC shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee expressly agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. AHFC retains the sole and absolute right to withhold its consent for any requested assignment for any reason whatsoever. Any assignment entered into without AHFC's prior written consent shall be void.
- B. In addition to the requirements set forth in the General Terms and Conditions at Paragraph 37 (HUD Form 5370), the Contractor shall not enter into any subcontract with any person or entity to perform all or any part of the work required under this Contract without first receiving the prior written consent of AHFC. AHFC retains the sole and absolute right to withhold its consent for approval of any proposed subcontractor for any reason deemed by AHFC to be in its best interest.

ARTICLE 20. JURISDICTION AND VENUE

This Contract is governed by the laws of the State of Alaska. Any judicial action between the Contractor and AHFC arising out of this Contract shall be under the jurisdiction of and heard by the District or Superior Court, Third Judicial District at Anchorage, State of Alaska. Disputes will be governed by any applicable provisions of AHFC regulations, and the Disputes section, Article 13, of this Supplement to the General Terms and Conditions of this Contract.

AFFIDAVIT OF DISCLOSURE OF INTEREST

STATE OF _____)
_____ JUDICIAL DISTRICT OR) ss.
MUNICIPALITY OF _____)

The undersigned, being first duly sworn, deposes and says:

1. My name is _____.
2. I am submitting this bid on behalf of _____.
(Name of business entity)
3. I am the _____.
(a partner or officer of the firm, etc.)
of the above named party and I am authorized and empowered to sign this statement on behalf of said entity.
4. The above named party is a bidder on the _____.
5. To the best of my knowledge and in good faith, it is my belief that the following employees or board members of AHFC have a financial, business or familial interest, direct or indirect, in or with the bidder or me: (if None, so state)
Name: _____.
AHFC Position: _____.
Explanation of Nature of Interest: (Circle if applicable: financial, business or familial) in that:
6. I am () am not () an employee of AHFC; if I have previously served AHFC as an employee, my service terminated more than twenty-four (24) months ago.

Further affiant sayeth naught.

Dated this _____ day of _____, 20____, at _____.

Name of Bidder

Name of Affiant

Signature of Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public in and for the
State of _____
My Commission Expires: _____

* * * * *

Agency Action

Comments:

AFFIDAVIT OF NONCOLLUSION

STATE OF _____)
_____ JUDICIAL DISTRICT OR) ss.
MUNICIPALITY OF _____)

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

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

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

Partner, if the bidder is a
partnership:

Officer, if the bidder is a
corporation:

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

Notary Public in and for the
State of _____
My Commission Expires:_____

DISADAVANTAGED BUSINESS ENTERPRISE UTILIZATION REPORT

Project Name:

The undersigned bidder hereby certifies that:

- A. The following listed firms are Disadvantaged owned business DBE joint ventures:
- B. It has met the Disadvantaged Business Enterprise Goal for the project. If it has not met the goal the required documentation of sufficient good faith efforts is attached hereto.
- C. Listed below are the certified DBE to be used in meeting the DBE goal. Included are the firm name, phone number of items of work to be performed, [Role: prime contract (P), joint venture (JV), subcontractor (SUB), supplier (SPL), or manufacture (M)], and the dollar amount to be contracted and counted toward the goal.

FIRM NAME & PHONE #:	CERTIFICATION AND AGENCY	WORK OR PRODUCT	SIC CODE	CREDITABLE DOLLAR AMOUNT
_____	# _____	_____	_____	\$ _____
Tele: _____	<u>DOTPF-SBA-MOA</u>			
_____	# _____	_____	_____	\$ _____
Tele: _____	<u>DOTPF-SBA-MOA</u>			
_____	# _____	_____	_____	\$ _____
Tele: _____	<u>DOTPF-SBA-MOA</u>			

Total Creditable DBE Utilization Amount \$ _____

Total Contract Amount \$ _____

DBE Utilization as % of total Contract _____%

DBE Project Goal _____ %

If accepted for "good faith effort" this amount becomes the required minimum level of DBE participation.

Company Name:

Principal's Signature and Title

Date

DBE CONTACT REPORT

Project Name: _____

Work or Materials: _____

Firm Contacted: _____ Status: _____ DBE _____

Name _____ Location _____

Phone Number _____ Fax Number _____

Email Address _____

Name and Title of Person Contacted _____

A. CONTACTS:

1. Initial Contact: Date ___ Method: Phone ___ Mail ___ Other ___ Email ___

Firm Response:

___ Submitted an acceptable sub-bid. (If sub-bid accepted, skip to Section D.)

___ Not interested: _____

Indicate Reason(s)

___ Needs more information: Date Prime provided requested information _____

___ Will provide quote by: Date _____

___ Sub-bid was unacceptable (complete Section C)

2. Additional Contact: Date ___ Method: Phone ___ Mail ___ Other ___ Email ___

Firm's Response:

___ Submitted an acceptable sub-bid. (If sub-bid accepted skip to Section D.)

___ Not interested: _____

Indicate Reason(s)

___ Needs more information: Date Prime provided requested information _____

___ Will provide quote by: Date _____

___ Sub-bid was unacceptable (complete Section C)

Date: _____ Method: _____ Result: _____

B. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID:

Were the following required efforts made?

___ Yes ___ No Negotiate for specific sub-bids.

___ Yes ___ No Attempt to provide needed assistance in acquiring bonding & insurance.

___ Yes ___ No Provide all appropriate information concerning the work.

List all additional efforts made and indicate reason(s) for failure to get an acceptable sub-bid.

C. I certify that the information provided above is accurate and that efforts to solicit sub-bids were made in good faith.

Name and Title of AHFC Reviewer

Date

INSTRUCTIONS

Project Name: Enter project name as it appeared on bid documents.

Work or Materials: Briefly describe the work or material that you requested this firm to furnish.

Firm Contacted: Enter name of firm as it appears on DOT&PF certification documents (DBE directories).

Location: Enter location of firm contacted.

Status: Indicate whether firm is certified by DOT&PF as a DBE.

Phone Number: Enter phone number of firm contacted.

Name and Title of Person Contacted: Enter name and title of company representative with whom you discussed submitting a sub-bid. Leaving a "please call me" message does not constitute a contact.

A. CONTACTS

1. **Date of Initial Contact:** Indicate the date that actual contact was made with a company representative or the date correspondence was mailed.
Contact Method: Indicate the method used to make initial contact with a company representative.
Firm Response: Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to Section D.
2. **Additional Contact:** If DBE indicated interest in bidding during the initial contact but no decision was reached, indicate information about the additional contact.

B. **FOLLOW-UP CONTACT:** If no response or an inconclusive response was received from the initial or additional contact, a follow-up contact, to determine for a certainty that the firm does not intend to submit a sub-bid, is required.

C. **EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID:** No response to any of the items will result in rejection of this contract. The receipt of a lower quote from a non-DBE is not in itself sufficient reason to excuse failure to meet contract goals.

D. **THIS CERTIFICATION OF ACCURACY AND GOOD FAITH WILL BE VERIFIED BY CONTACT WITH THE LISTED FIRM:** By signing this form the reviewer is certifying that the form has been filled out correctly, that the firm contacted is an appropriately certified DBE, and that the contact has been verified.

**ALASKA HOUSING FINANCE CORPORATION
SUMMARY OF GOOD FAITH EFFORT DOCUMENTS**

Project Name _____ Contractor _____

List all items considered for DBE participation and the number and type of contacts.

Item Description	Direct Contact (1)	Direct Contact (2)	Ads (3)	Reason(s) Items Not Performed by DBE
1				
2				
3				
4				
5				
6				
7				
8				

List additional items on reverse side.

- (1) Complete a Contract Report for each item for which a direct contact was made.
- (2) Submit a copy of letters mailed. (If same letter sent to several firms, one copy and a list of addresses is sufficient.)
- (3) Submit proof of advertisement. (Advertisement is not acceptable as the only type of contact if firms can be identified through the DOT/PF Directory.)

Item Description	Direct Contact (1)	Direct Contact (2)	Ads (3)	Reason(s) Items not Performed by DBE
9				
10				
11				
12				
13				

14				
15				

COMMENTS:

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS we, the undersigned _____ as Principal, and _____ as the Surety, are hereby held and firmly bound unto the Alaska Housing Finance Corporation as Owner in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the Principal has submitted to the Alaska Housing Finance Corporation a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the _____ project, _____, in _____ Alaska, as required by the Contract documents.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternative,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be voided, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporation seals to be hereto, affixed and these present to be signed by their proper offices, the day and year first set forth below.

Signed this _____ day of _____, 20____. Address of Surety: _____

_____(SEAL)

Local Agent: _____

By: _____
Title

Address of Local Agent: _____

_____(SEAL)

Phone No of Local Agent: _____

By: _____

NOTE: Bidder must attach Power of Attorney with Bid Bond.

BID FORM

Project Title: Mt. View DWV Replacement Project ITB Number: 26T05-004 Project Site: 895 W. 12 th Avenue Juneau, Alaska 99801
--

Business Name:		
Address:	Bus. Phone:	
Bidder's Designated Representative:		
Phone:	Email:	
Alaska Business License:		
Alaska General Contractor's License No:	Type:	
(Example type: Electrical, Plumbing, Heating, Pest Control, Specialty, etc)		
Bidder is a: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation in the State of : _____		
<input type="checkbox"/> Other (specify) : _____		
Proposed Subcontractors		
Subcontractor Name	Services	AK Business License No:
1.		
2.		
3.		

The undersigned has familiarized himself/herself with the Contract documents, which include: Invitation for Bid; Notices; Representations, Certifications, and other Statements of Bidders (HUD-5369-A); Instructions to Bidders (HUD-5369); (HUD-5370); Summary of Work; Bid Form, and all required attachments; and all Addenda and Modifications. The undersigned further agrees to furnish all supervision, technical personnel, labor, materials, equipment, tools and machinery, transportation, and all other facilities, items or services necessary or required, whether temporary or permanent, to comply and perform things necessary or required for the completion of the work for the amounts stated below. The undersigned further agrees that the offer may not be withdrawn for thirty (30) days after the date of the bid opening and that a Contract between the bidder and AHFC is formed upon AHFC's acceptance of this bid set forth herein. The undersigned agrees that the AHFC may accept this bid by signing below or by sending to the bidder a Notice to Proceed within thirty (30) days of the date bids are opened.

Signature: _____	Date: _____
Name: _____	Telephone: _____
Title: _____	Fax: _____
	Email Address: _____

RECEIPT OF ADDENDA

Receipt of Addenda numbered _____ is hereby acknowledged.

OFFERORS TO NOTE THE FOLLOWING:

1. Contract award will be made to the lowest responsive and responsible Offeror in the amount of the **TOTAL BASE BID AMOUNT**.
2. A current insurance certificate covering the insurance requirements listed in General Conditions for Construction Contracts (HUD 5370) must be submitted before the Corporate will issue a Notice to Proceed.

ITEM No.	ARTICLE OR SERVICE	TOTAL BASE BID AMOUNT
1	Base Bid Amount as detailed herein.	\$ _____

Additive Alternate

ARTICLE OR SERVICE	BID AMOUNT
Domestic Water Supply Piping Inspection and Partial Replacement as detailed herein.	\$ _____

The undersigned submits, as true and correct, the following information:

1. The bidder has completed, signed and had notarized the enclosed "Affidavit of Disclosure of Interest."
2. The bidder has completed, signed and had notarized the enclosed "Affidavit of Noncollusion."
3. The bidder has completed, signed and had notarized the enclosed "Bid Bond."
4. The bidder has attached a listing of projects to which bidder is currently obligated or anticipates being obligated to in the near future.
5. The bidder has attached a statement of similar work performed during the three (3) years prior to the date of this bid and has provided the names and telephone numbers of persons who may be contacted as references for those projects.
6. The bidder has paid all fees, taxes and other money due to the State of Alaska.
7. The bidder holds the required license(s) or permit(s) as required by federal, state and/or local law, regulation or ordinance and has attached a copy of each of the current licenses.

Bidder's Seal if Bidder is a Corporation: _____

CORPORATE CERTIFICATION

State of _____)
_____ Judicial District) ss.
Municipality of _____)

THIS IS TO CERTIFY that on this ____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, and on oath stated to me that s/he was the _____ of the corporation that executed the within foregoing bid, and acknowledged the said bid to be a free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said bid, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the
State of _____
My Commission Expires:_____

ACCEPTANCE BY AHFC

On this ____ day of _____, 20____, AHFC hereby accepts the Total Base Bid Amount set forth on this Bid Form and as outlined in the Invitation to Bid and Contract documents.

Additive Alternate Amount: \$ _____

ALASKA HOUSING FINANCE CORPORATION

Gregory Rochon
Chief Procurement Officer

and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 40.25	34.26
GROUP 2.....	\$ 41.25	34.26
GROUP 3.....	\$ 42.15	34.26
GROUP 3A.....	\$ 46.53	34.26
GROUP 3B.....	\$ 54.01	28.81
GROUP 4.....	\$ 29.82	34.26
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 44.28	34.26
GROUP 2.....	\$ 45.38	34.26
GROUP 3.....	\$ 46.37	34.26
GROUP 3A.....	\$ 51.18	34.26
GROUP 3B.....	\$ 59.41	28.81

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited

to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

LAB00942-001 04/01/2025

	Rates	Fringes
Laborers: North of the 63rd		
Parallel & East of Longitude		
138 Degrees		
GROUP 1.....	\$ 40.25	34.26
GROUP 2.....	\$ 41.25	34.26
GROUP 3.....	\$ 42.15	34.26
GROUP 3A.....	\$ 46.53	34.26
GROUP 3B.....	\$ 54.01	28.81
GROUP 4.....	\$ 29.82	34.26
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 44.28	34.26
GROUP 2.....	\$ 45.38	34.26
GROUP 3.....	\$ 46.37	34.26
GROUP 3A.....	\$ 51.18	34.26
GROUP 3B.....	\$ 59.41	28.81

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of

Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds);Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

	Rates	Fringes
TRUCK DRIVER		
(1A) Dump, Over 8 yards.....	\$ 48.50	26.43

SUAK1999-008 05/14/1999		

Area III

	Rates	Fringes
CARPENTER		
excluding Batt & Blow		
Insulation and Drywall		
Hanging.....	\$ 17.68	
CEMENT MASON/CONCRETE FINISHER...	\$ 20.00	
DRYWALL FINISHER/TAPER.....	\$ 20.10	
DRYWALL HANGER.....	\$ 15.00	
Electrician/Wireman.....	\$ 17.45	3.18
FENCE ERECTOR (including wood		
and chain link).....	\$ 13.18	
FLOOR LAYER: Carpet		
Carpet.....	\$ 20.64	
INSTALLER		
Batt & Blown.....	\$ 18.55	
Laborer, General (excluding		
site and street work).....	\$ 13.88	
PAINTER (excluding drywall		
finishing).....	\$ 20.60	4.47
PIPEFITTER (HVAC piping).....	\$ 14.00	
PLUMBER/PIPEFITTER (excluding		
HVAC work).....	\$ 22.80	
ROOFER.....	\$ 19.27	
Sheet Metal Worker (HVAC Duct		
Work).....	\$ 16.79	
TRUCK DRIVER (excluding dump,		
over 8 yards and dump 8 yards		
or under).....	\$ 17.56	

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.

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

The body of each wage determination lists the 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.

WAGE DETERMINATION APPEALS PROCESS

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 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 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 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.

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END OF GENERAL DECISION

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal, hereinafter called Contractors, and _____
(Here insert full name and address)

_____ legal title
or Surety) as Surety, herein-after called Surety, are held and firmly bound unto the Alaska Housing Finance Corporation as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with Owner, which contract is by reference made apart hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or modification of the Contract or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with the terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 20__.

_____(SEAL)
Principal

Witness

Signature Title

_____(SEAL)
Principal

Witness

Signature Title

_____(SEAL)
Principal

Witness

Signature Title

Address of Surety

Local Agent

Address and Phone Number of Local Agent

CERTIFICATION AS TO CORPORATION PRINCIPAL

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

(Title)

(CORPORATE SEAL)

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal, hereinafter called Contractor, and _____
(Insert legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the Alaska Housing Finance Corporation (AHFC), as Obligee, for the use and benefit of claimants as herein below defined in the amount of _____ Dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated _____, 20____ entered into a contract with AHFC which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

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

1. A claimant is defined as one having a direct contract with the Contractor, or with a subcontractor of the Contractor for labor, materials, or both, used or reasonably required for use in the performance of the Contract, labor and materials being construed to include that part of water, power, gas, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree that every claimant as herein defined, who has not been paid in full before the expiration of this period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimants, may sue on this bond for the use of such claimant in the name of AHFC, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, AHFC shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant

- (a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to the Contractor within ninety (90) days after such claimant performed the last of the work or labor, or furnished the last of the materials for which such claim is made, stating with substantial accuracy the amount claimed, and the name of the party for whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor at any place where the Contractor maintains an office or conducts business, or the Contractor's residence, or in any manner in which the aforesaid project is located, save that such notice need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which the Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by or contrary to Alaska Statute 36.25.020 or any other law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation consistent with and permitted by such law.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20__.

(SEAL)
Principal

Witness

Signature Title

(SEAL)
Principal

Witness

Signature Title

(SEAL)
Principal

Witness

Signature Title

Address of Surety

Local Agent

Address and Phone Number of Local Agent

CERTIFICATION AS TO CORPORATION PRINCIPAL

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

(Title)

(CORPORATE SEAL)

The rate of premium on this bond is
Dollars (\$_____) per thousand.

Total amount of premium charged
Dollars (\$_____) per thousand.

HEATING EQUIPMENT SCHEDULE

Symbol	Item	Description
	Boiler (2 required)	Burnham-America Model #PF-504-40 oil-fired cast iron boiler. Net I-B-R rating (water) 539, 100 BTU. Light oil burner capacity 5.45 GPM, with complete burner assembly, 2 stage fuel pump built-in air eliminator, 30 PSI ASME safety relief valve, low water cutoff, all standard equipment. Motor: 1/2 HP, 115 VAC, 1 Ø, 60 cycle.
	Glycol Circulating Pump (2 required)	Bell & Gossett 60-19 Series 60 2" A-line all bronze pump. 1 HP, 115 VAC, 1 Ø, 60 cycle, 2" flanges. 77 GPM @ 31' total dynamic head.
	Expansion Tank (2 required)	ASME tank, Bell & Gossett #30, 30-gallon capacity, ATF-12 air vent tank fitting, 1/2" NPT gauge glass and 2 # 1/2" tank drain fittings.
	Day Tank/Transfer Pump	Simplex packaged day tank system No. SFT-50A. Tank capacity 50 gal. Pump: 1/3 HP motor, 115 VAC, 1 Ø, 60 cycle, 2 GPM, 20' head. Includes hand pump, fuel level gauge, float switch.
	Air Tempering Heater Coil	Coil Output: 50 MBH @ 7000 CFM. EAT=10°F, LAT=70°F, EGT=200°F, LGT=180°F, Max. WPD=2.0", Max. APM=25".
	Air Tempering Heater Coil	Coil Output: 20 MBH @ 1300 CFM. EAT=10°F, LAT=70°F, EGT=200°F, LGT=180°F, Max. WPD=2.0", Max. APM=25".
	Unit Heater (2 required)	Trane Model S Size 70-5 unit heater: 37.2 MBH @ 3.7 GPM, EGT=200°F, TD=20°F, EAT=60°F, CFM=1100. Motor: 1/8 HP, 120 VAC, 1 Ø, 60 cycle.
	Unit Heater	Trane Model S, Size 38-5 unit heater: 14 MBH @ 1.4 GPM, EGT=200°F, TD=20°F, EAT=60°F, CFM=543. Motor: 1/8 HP, 120 VAC, 1 Ø, 60 cycle.
	Cabinet Unit Heater	Trane Model E-46 horizontal recessed ceiling mounted cabinet heater. Size 03: 30.5 MBH @ 3.1 GPM, EGT=200°F, TD=20°F, EAT=60°F, high speed = 320 CFM. Motor: 1/30 HP, 115 VAC, 1 Ø, 60 cycle.
	Cabinet Unit Heater	Trane Model F-11 vertical wall-hung cabinet heater. Size 01: 10 MBH @ 1 GPM, EGT=200°F, TD=20°F, EAT=65°F, low speed = 145 CFM. Motor: 1/60 HP, 115 VAC, 1 Ø, 60 cycle.
	Cabinet Unit Heater	Trane Model F-11 vertical wall-hung cabinet heater. Size 02: 7 MBH @ .70 GPM, EGT=200°F, TD=20°F, EAT=65°F, low speed = 145 CFM. Motor: 1/60 HP, 115 VAC, 1 Ø, 60 cycle.
	Cabinet Unit Heater	Trane Model E-46 horizontal recessed ceiling-mounted cabinet heater. Size 02: 15 MBH @ 1.5 GPM, EGT=200°F, TD=20°F, EAT=65°F, high speed = 230 CFM. Motor: 1/60 HP, 115 VAC, 1 Ø, 60 cycle.

VENTILATION EQUIPMENT SCHEDULE

Symbol	Item	Description
	Air Handler	Trane Climate Changer model No. 12A. Vertical draw-through with A/C coil, filter and mixing box sections. 18" x 25" F.C. fan to deliver 7,000 CFM @ 2.5" S.P., 897 RPM. Motor: 5 B.H.P., 480 VAC, 3 Ø, 60 Hz.
	Air Handler	Trane TorriVent model No. T3A horizontal draw-through with coil, filter, and mixing box sections. 9" F.C. fan, 1061 RPM to deliver 1300 CFM @ 1.5" S.P. Motor: 1 B.H.P., 480 VAC, 3 Ø, 60 Hz.
	Air Handler	Carrier Fan/Evaporator air conditioning unit. Model 40FS-2000 fan unit, 20040 coil unit, 40S3900-191 mixing section. 2000 CFM fan. Motor: 1/2 HP, 208 VAC, 1 Ø, 60 Hz.
	Condensing Unit	Carrier condenser/compressor A/C unit, model No. 38E009. Rated at 8 tons of cooling. Motor: 480 VAC, 17-2 RLA, 3 Ø, 60 Hz.
	Condensing Unit	Carrier condenser/compressor unit model No. 38E006. Rated @ 59.3 MBH cooling. Motors: 230 VAC, 1 Ø, 60 Hz. Fan 2.3 full load amps. Compressor 35.3 full load amps.
	Exhaust Fan	No-Tone Mercury vertical discharge ceiling fan. Model No. 621. 180 CFM, 1/72 HP, 120 VAC, 6 amp, 60 Hz, 1 Ø.
	Range Hood	No-Tone Mercury ducted range hood fan. Model No. M-91. 2-speed fan, 160 CFM, 1/68 HP, 120 VAC, 60 Hz, 6 amp, 1 Ø.
	Bathroom Fan	No-Tone Mercury Heat-A-Ventille, combination heating, ceiling light, and exhaust fan. Model No. H-965. 70 CFM, 1500 watt heating element, 100 watt light bulb, 60 watt/8 amp fan motor. All 120 VAC, 60 Hz, 1 Ø.
	Roof Exhauster	Penn Domex centrifugal roof exhauster, model No. AQ35, 2140 CFM @ .25" S.P., 3/4 HP, 120 VAC, 1 Ø, 60 cycle.
	Cooling Fan	Peerless direct-drive propeller fan Model PVL-10. 10" diameter propeller blades to deliver 515 CFM @ 1" S.P. Motor: 1/50 HP, 1550 RPM, 120 VAC, 1 Ø, 60 Hz.

PLUMBING FIXTURES, CONNECTIONS & EQUIPMENT SCHEDULE

Symbol	Fixture	Soil	Waste	Vent	HW	CW	Description
P-1	Lavatory	-	1-1/2"	1-1/4"	1/2"	1/2"	American Standard 5607.056 Round Contura Duramel countertop self-rimming lavatory with 2379.018 Aquarian II pop-up faucet @ typical units, and with 2328.652 faucet with aerator and 4" wrist handles @ handicapped units. With hangers, 1-1/2" trap, loose key stops and supplies.
P-2	Lavatory (wheelchair)	-	1-1/2"	1-1/4"	1/2"	1/2"	American Standard 9140.013 vitreous china wheelchair lavatory with 2328.129 Heritage goose-neck faucet 12" centers with 4" wrist handles. With hangers, loose key stops and supplies.
P-3	Water Closet	4"	-	2"	-	1/2"	American Standard 2134.013 elongated Yorkville floor-mounted, back-outlet, vitreous china watercloset, with hangers, loose key stops and supplies.
P-4	Bathtub/Shower	-	2"	1-1/4"	1/2"	1/2"	American Standard 2295.020 or 2297.026 for right or left outlet (see plan) white enamel cast iron bathtub for above floor drain installation, with 1560.101 Multiflex pop-up drain, and 1361.070 Thermostat pressure balancing valve with chrome lever handle, adjustable showerhead, arm and flange - 1/2" inlet diverter sv.
P-5	Kitchen Sink	-	1-1/2"	1-1/4"	1/2"	1/2"	American Standard 6004.345 double bowl stainless steel self-rimming with 4200.028 Aquarian II faucet, hose sprayer @ typical units and American Standard 2236.392 faucet with 4" wrist handles @ handicapped units: 0-125 waste fittings and supplies.
P-6	Floor Drain (interior)	-	2"	1-1/4"	-	-	Smith 2010-B with Nickel Bronze adjustable strainer head.
P-7	Floor Drain (exterior)	-	2"	1-1/4"	-	-	Smith 2475, Nickel Bronze with sediment bucket.
P-8	Floor Sink	-	2"	1-1/4"	-	-	Smith 2480 nickel bronze with loose set top grille.
P-9	Service Sink	-	3"	2"	1/2"	1/2"	Powers-Flat MSB-2424 Molded Stone mop service basin with a 830-AA chrome plated faucet with vacuum breaker. 832-AA 5/8" rubber hose, E-77-AA vinyl bumper-guard, 889-CC stainless steel mop hangers.
P-10	Clotheswasher Connections	2"	2"	1/2"	1/2"	-	Guy Gray "Space Saver" washing machine supply and drain unit, Model No. 40-200 with Watts #27 "Duo-Cloc" ball valve.
P-11	Drinking Fountain	-	1-1/2"	1-1/2"	-	1/2"	Elkay EDF-14-C wall-mounted handicap style stainless steel fountain with P-trap.
P-12	Laundry Sink	-	2"	1-1/4"	1/2"	1/2"	American Standard 7602.022 Lake single compartment enamel cast iron laundry sink with 4142.422 faucet, 4362.034 stopper drain, and loose key stops.
P-13	Urinal	-	2"	1-1/4"	-	3/4"	American Standard 6535.033 Lybrook vitreous china blowout urinal, wall-hung. With Delany Flushbox 6530.018 flush valve.
P-14	Watercloset (public)	4"	-	2"	-	1"	American Standard 2502.011 Glenco siphon jet action, wall mounted, elongated bowl vitreous china watercloset; with Church seat 5321.070 and Delany Flushbox 402 HP flush valve. With hangers, loose key stops and supplies.
P-15	Shower (public)	-	2"	1-1/4"	1/2"	1/2"	Cascade 360D molded stone shower floor with American Standard 1361.0544 Thermostat pressure balancing valve with chrome lever handle, adjustable showerhead, arm and flange.
P-17	Whirlpool	-	3"	2"	1/2"	1/2"	Regal Whirlpools Miami Regal spa whirlpool with Jacuzzi spa equipment package electric 6 KW heater, 4-1/4 HP hydrotherapy jets, and 1/2 HP filtration pump.
P-18	Wall Hydrant (exterior)	-	-	-	-	3/4"	Smith Model No. 5610 non-freeze wall hydrant 3/4" inlet. Wall thickness = 8". Nickel bronze.
P-19	Wall Hydrant (interior)	-	-	-	-	3/4"	Smith Model No. 5730 warm climate wall hydrant 3/4" inlet. Nickel bronze.
P-20	Wall Hydrant	-	-	-	-	3/4"	Smith model No. 5560 non-freeze "Twin-Temp" nickel bronze wall hydrant for hot and cold connections, 3/4" inlet, wall thickness = 8".
P-21	Water Heater	-	-	-	2"	2"	Pressure Vessels, Inc., "Nickelshield" 250-gallon Model #2, 48 250-gal recovery rate of 259 GPM @ 100°F WTD. Motor: 1/7 HP, 120 VAC, 1 Ø, 60 cycle.
P-22	Sump Pump	-	1-1/4"	1"	-	-	Hydr-o-matic SP2548 submersible sump pump, all bronze construction with set @ level switch. Motor: 1/4 HP, 120 VAC, 1 Ø, 60 cycle.
P-23	Sump Pump	-	3"	2"	-	-	Myers Model W620 sewage grinder duplex pump set. 30" x 36" fiberglass basin with cover, plate controls and accessories. 2 HP motors 3450 RPM, 3 Ø, 208 volts, 60 cycles with NEMA I controls box, alternator and alarm. 40 GPM pump @ 30-foot of head.
P-24	Circulation Pump	-	-	-	-	-	Bell & Gossett 60-15 Series 60 Size 1-1/2" in-line bronze pump, 1-1/2" flanges, 30' of head, 10 GPM. Motor: 1/2 HP, 115 VAC, 1 Ø, 60 cycle.
P-25	Roof Drain	-	3"	2"	-	-	Smith 1015, bronze nickel.

LEGEND

SYMBOL	ABBV	DESCRIPTION
	S/W	SOIL/WASTE LINE
	V	VENT LINE
	RL	RAIN LEADER
	CW	DOMESTIC COLD WATER
	HW	DOMESTIC HOT WATER
	HWC	RECIRCULATING HOT WATER
	GHS	GLYCOL HEATING SUPPLY
	GHR	GLYCOL HEATING RETURN
	SS	STEAM SUPPLY
	CR	CONDENSATE RETURN
	SP	SPRINKLER
	FOS	FUEL OIL SUPPLY
	FOR	FUEL OIL RETURN
	100°F	TEMPER HOT WATER (100°F)
	G	NATURAL GAS
		PIPE UP
		PIPE DOWN
	GV	GATE VALVE
	GLV	GLOBE VALVE
	CV	CHECK VALVE
	MOV	2 WAY CONTROL VALVE
	MOV	3 WAY CONTROL VALVE
		UNION
		THERMOMETER
		EXPANSION COMPENSATOR
		PIPE ANCHOR
		PIPE GUIDE
		STRAINER w/ DRAIN VALVE
		COMBINATION BALANCING & SHUT-OFF VALVE
	MOD	MOTOR OPERATED DAMPER
	SA,O/A	SUPPLY AIR, OUTSIDE AIR (UP)
	SA,O/A	SUPPLY AIR, OUTSIDE AIR (DOWN)
	RA,E/A	RETURN AIR, EXHAUST AIR (UP)
	RA,E/A	RETURN AIR, EXHAUST AIR (DOWN)
	VD	VOLUME DAMPER
	FD	FIRE DAMPER
	FC	FLEXIBLE CONNECTION
		AIR EXTRACTOR VOLUME CONTROL
		AIRFOIL TURNING VALVE
		RETURN/EXHAUST REGISTER/GRILLE
		SUPPLY DIFFUSER OR REGISTER
		DUCT WITH INSULATION
		DUCT WITH SOUND LINING
		FLEXIBLE DUCT
		SUPPLY SLOT DIFFUSER w/ FLEX CONNECTION
	CO	CLEANOUT
	FCO	FLOOR CLEANOUT
	T*STAT	THERMOSTAT WALL MOUNTED
	T*STAT	THERMOSTAT MTD IN CEILING SURFACE
	T*STAT	THERMOSTAT-CEILING MOUNTED
	AAV	AUTOMATIC AIR VENT
	VTR	VENT THROUGH ROOF

ALL SYMBOLS ARE NOT NECESSARILY ON DRAWINGS

AS BUILT - SEPT. 1983
 Perry Allright

DIVISION CONSTRUCTION CO.
 P.O. Box 249
 Bellingham, Wash. 98227

DIFFUSERS & GRILLES SCHEDULE

	Titus	L-204	MFRSD	4-way	18x8	250 CFM	7' throw
	Titus	S-203	MFRSD	3-way	18x8	250 CFM	7' throw
	Titus	S204	MFRSD	4-way	8x8	70 CFM	4' throw
	Titus	L-204	MFRSD	3-way	10x6	150 CFM	9' throw
	Titus	L-202	MFRSD	2-way	10x6	150 CFM	12' throw
	Titus	S-202	MFRSD	2-way	6x6	110 CFM	12' throw
	Titus	L-203	MFRSD	3-way	6x6	110 CFM	10" throw
	Titus	272	RLS	45°Defl	10x16	650 CFM	12' throw
	Titus	MI-39-48"-9A-4-L		4-slot	48" long	1100 CFM	20' throw w/fire damper
	Titus	ML-39-48"-9A-2-L		2-slot	48" long	190 CFM	12' throw w/fire damper
	Titus	23-MRL-5-C-0-25			24x24	1100 CFM	
	Titus	8-F5-C-C-25			36x18	1290 CFM	
	Titus	8-F5-C-C-25			36x14	930 CFM	
	Titus	8-F5-C-C-25			14x18	440 CFM	

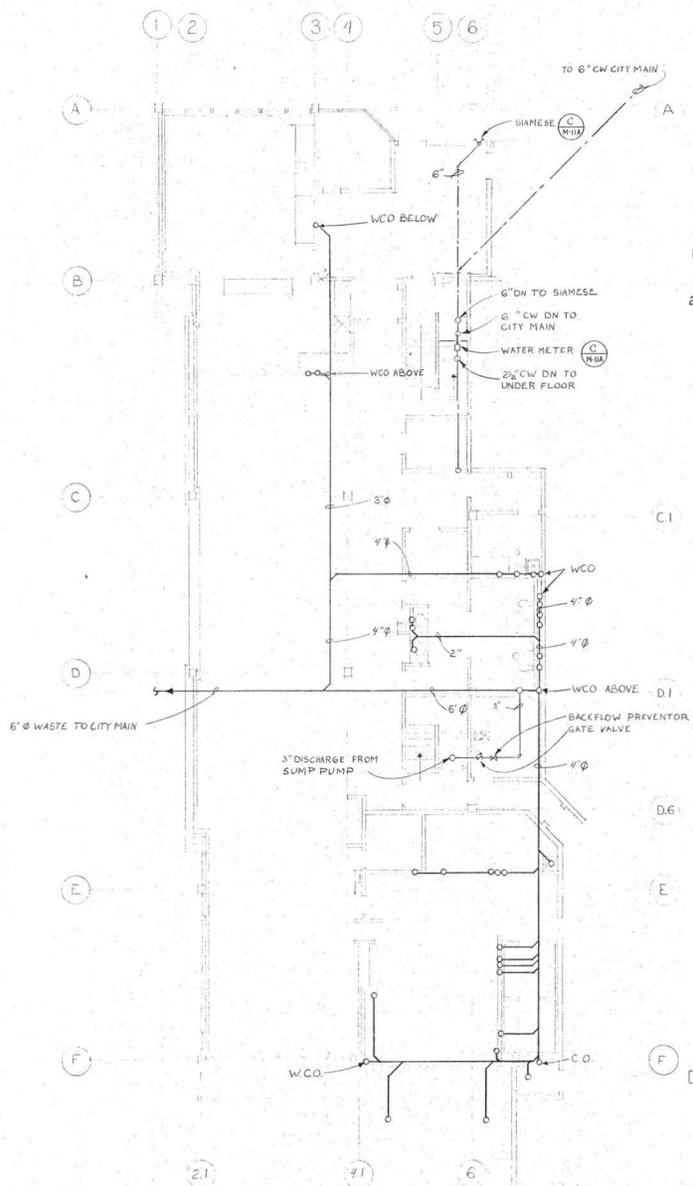


EQUIPMENT SCHEDULES & LEGEND
HOUSING WITH ANCILLARY FACILITIES
FOR THE ELDERLY
 AN ADDITION AND ALTERATION TO MONTAN VUE APARTMENTS
 ALASKA STATE HOUSING AUTHORITY
 PROJECT NO. 1286
 JUNEAU, ALASKA
 12TH AND EGAN DRIVE

JOB NO. **80-114**
 DRAWN BY **9-30-81**
 REVISION

DESIGN PLUS
 ARCHITECTURE • PLANNING • ETCETERA
 1401 WEST THIRTY FOURTH AVENUE
 ANCHORAGE, AK 99563 507-678-1643

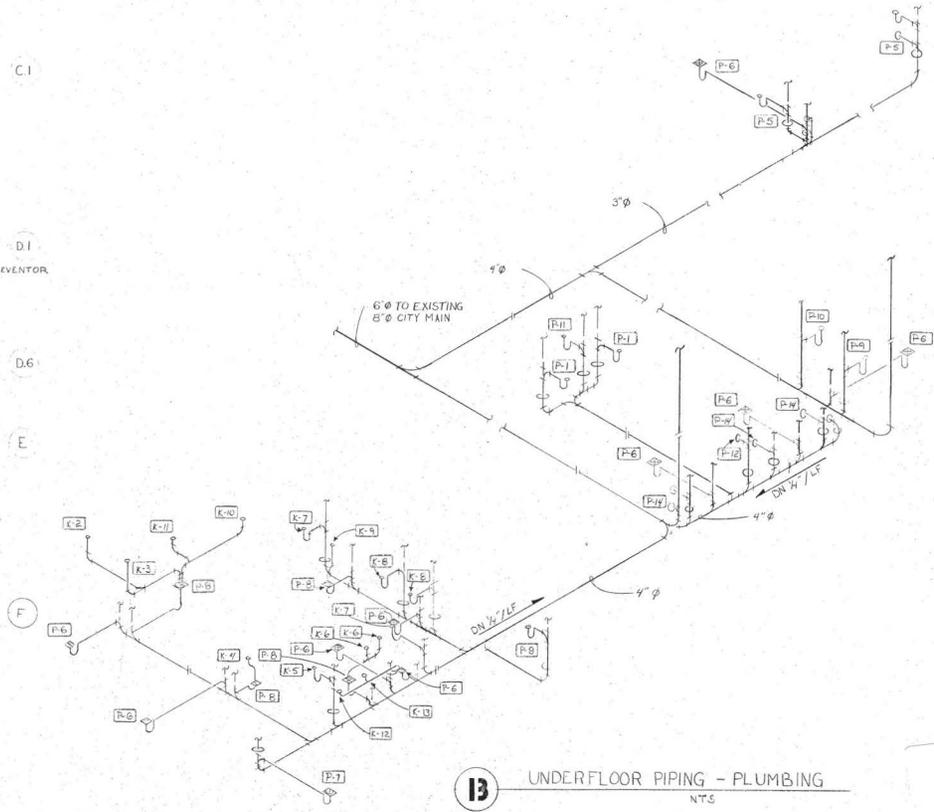
243-059
M-I
 OF



A UNDERFLOOR PLAN - PLUMBING
1/8" = 1'-0"

GENERAL NOTES

- UNDERFLOOR PLAN A-M-1 SUPERSEDES UNDERFLOOR & BASEMENT PLAN I-M-2, JOB # 80-114, DATED 9-30-81
- COORDINATE THIS UNDERFLOOR PLAN WITH **(P-2)** **(M-3)** FOR ABOVE PLAN.



B UNDERFLOOR PIPING - PLUMBING
NTS

Filmed 03/00



UNDERFLOOR PLUMBING
DESIGN PLUS
 ARCHITECTURE & PLANNING & ETCETERA
 1401 WEST THIRTY FOURTH AVENUE
 ANCHORAGE, AK 99503 507-673-1828
 243-C60

JOB NO.	80-114
DRAWN BY	TRAT
REVISIONS	

SD 61
 PRINTED MAY 27 1993

M-1A
 OF

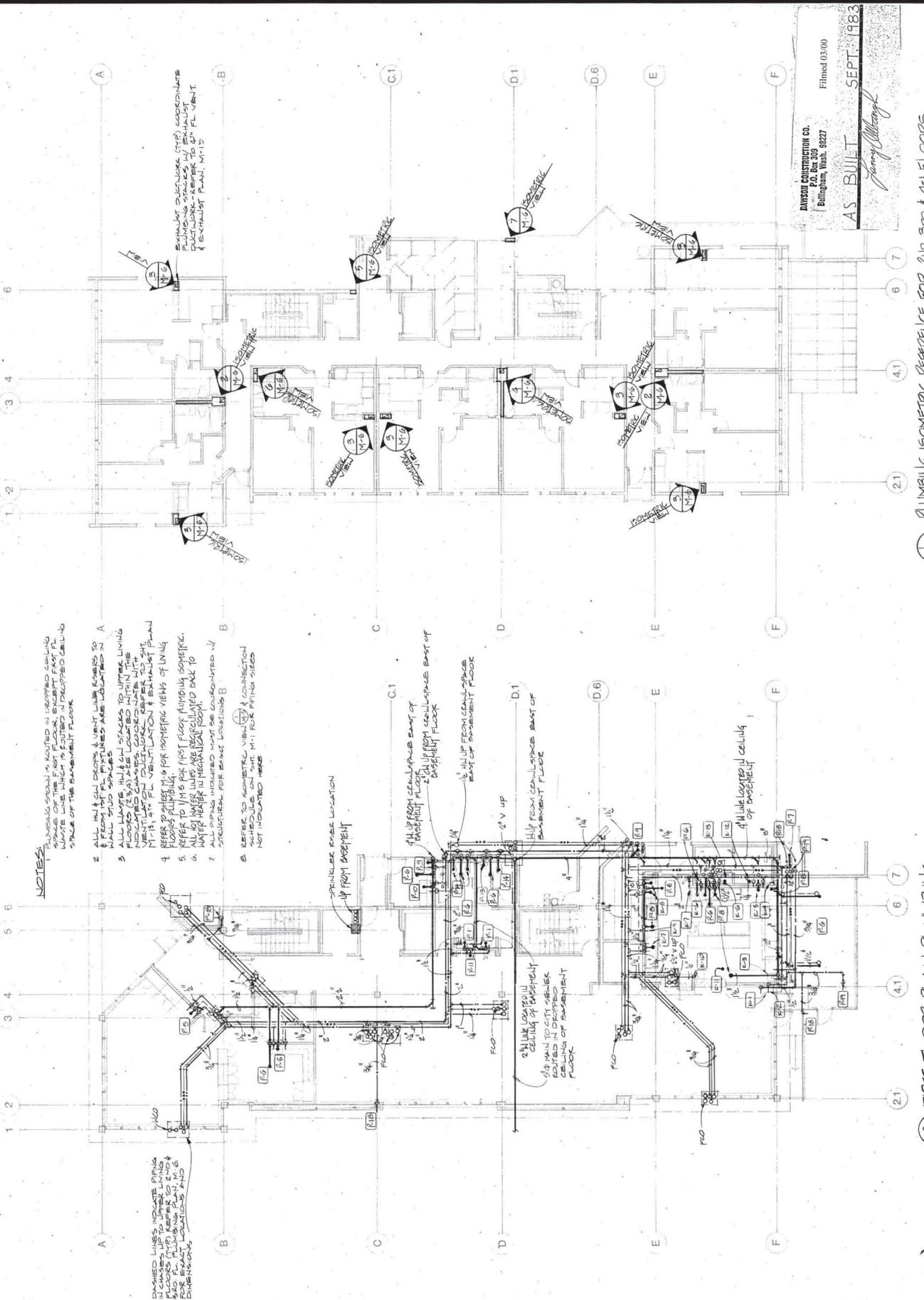


HOUSING WITH ANCILLARY FACILITIES
 FOR THE ELDERLY
 ALASKA STATE HOUSING AUTHORITY
 PROJECT NO. 1289
 12TH AND EGAN DRIVE
 JUNEAU, ALASKA

DATE	NO.	BY	ED

DESIGN PLUS
 ARCHITECTURE • PLANNING • ETCETERA
 1401 WEST THIRTY FOURTH AVENUE
 ANCHORAGE, AK 99503 907-274-1843

M-3



- NOTES**
1. ALL IN-LINE DRAIN & VENT LINES TO BE LOCATED IN UNOCCUPIED CEILING SPACE OF THE BASEMENT FLOOR.
 2. ALL WASTE, TRAP, & VENT LINES TO BE LOCATED IN UNOCCUPIED CEILING SPACE OF THE BASEMENT FLOOR.
 3. ALL WASTE, TRAP, & VENT LINES TO BE LOCATED IN UNOCCUPIED CEILING SPACE OF THE BASEMENT FLOOR.
 4. REFER TO THIS FLOOR PLAN FOR ISOMETRIC VIEWS OF LIVING FLOOR PLUMBING.
 5. REFER TO THIS FLOOR PLAN FOR ISOMETRIC VIEWS OF LIVING FLOOR PLUMBING.
 6. ALL ISOMETRIC VIEWS TO BE LOCATED IN UNOCCUPIED CEILING SPACE OF THE BASEMENT FLOOR.
 7. ALL ISOMETRIC VIEWS TO BE LOCATED IN UNOCCUPIED CEILING SPACE OF THE BASEMENT FLOOR.
 8. REFER TO ISOMETRIC VIEWS & CONNECTION SCHEDULES ON SHEET M-1 FOR FINISH SIZES NOT INDICATED HERE.

AWSON CONSTRUCTION CO.
 1401 WEST THIRTY FOURTH AVENUE
 ANCHORAGE, AK 99503 907-274-1843

AS BUILT
 SEPTEMBER 1983

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PLUMBING ISOMETRIC REFERENCE FOR 2ND, 3RD & 4TH FLOORS

2 FIRST FLOOR PLAN-PLUMBING

SCALE 1/8"=1'-0"

M-3

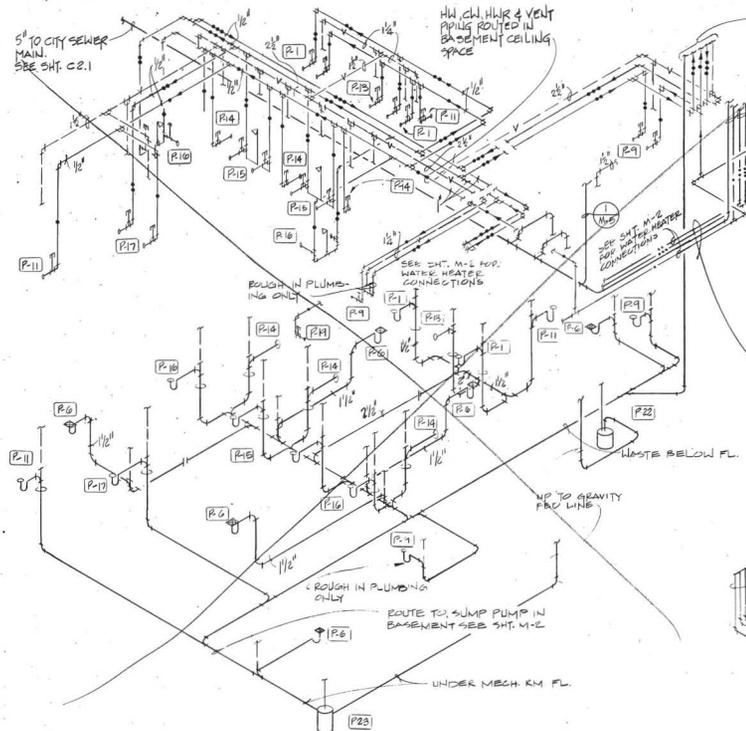


UNDERFLOOR & BASEMENT, FIRST FLOOR ISO
HOUSING WITH ANCILLARY FACILITIES FOR THE ELDERLY
 ALASKA STATE HOUSING AUTHORITY
 15TH AND EDAN DRIVE
 JUNEAU, ALASKA

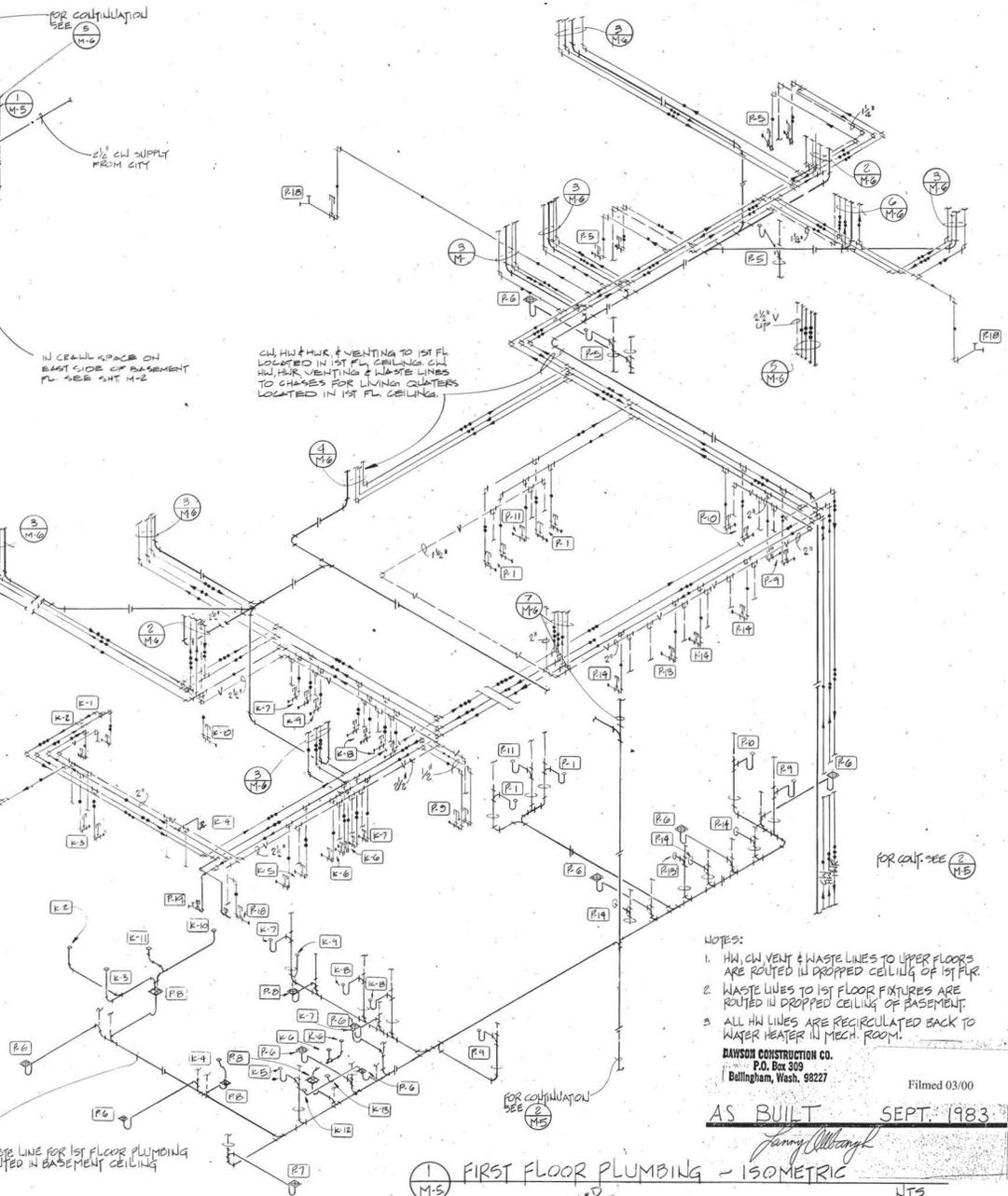
JOB NO. **80-114**
 DRAWN BY **ED**
 8-30-81
 REVISED

DESIGN PLUS
 ARCHITECTURE • PLANNING • ETCETERA
 1901 WEST THIRTY FOURTH AVENUE
 ANCHORAGE, AK 99503 907-874-1649

M-5



2 UNDERFLOOR & BASEMENT PLUMBING ISOMETRIC



1 FIRST FLOOR PLUMBING - ISOMETRIC

KITCHEN PLUMBING CONNECTION SCHEDULE

Symbol	Fixture	Soil	Waste	Vent	HW	CW	Remarks
K-1	Hot Water Dispenser	-	-	-	1/2"	-	Make connections.
K-2	Ice/Water Dispenser	-	Floor Sink	-	1/2"	-	Make connections.
K-3	Cook's Sink	-	Floor Sink	-	1/2"	1/2"	Place connections.
K-4	Steamer	-	2" to Floor Sink	-	1/2"	-	Make connections.
K-5	Hand Sink	-	2"	1-1/2"	1/2"	1/2"	Provide P-trap and make connections.
K-6	Veg. Prep. Sink	-	Floor Sink	-	1/2"	1/2"	Provide P-trap and make connections.
K-7	Disposer	-	3"	2"	(1/2")	1/2"	Provide P-trap and make connections. HW connection applies only to disposer next to soil/dish counter.
K-8	Pot Sink	-	2"	1-1/2"	1/2"	1/2"	Provide P-trap and make connections.
K-9	Dishwasher	-	Floor Sink	1-1/2"	1/2"	1/2"	Provide P-trap and make connections.
K-10	Ice Machine	-	Floor Sink	-	-	1/2"	Make connections.
K-11	Refrigerator	-	Floor Sink	-	-	-	Make connections.
K-12	Walk-In Freezer	-	Floor Sink	-	-	-	Make connections.
K-13	Walk-in Refrigerator	-	Floor Sink	-	-	-	Make connections.

Food service equipment to be furnished under Division 11, Section 11400. Under Division 15, furnish rough-in plumbing and final connections to food service equipment furnished under Division 11. Coordinate work under Division 15 with installer of food service equipment.

NOTES:
 1. HW, CW VENT & WASTE LINES TO UPPER FLOORS ARE ROUTED IN DROPPED CEILING OF 1ST FLR.
 2. WASTE LINES TO 1ST FLOOR FIXTURES ARE ROUTED IN DROPPED CEILING OF BASEMENT.
 3. ALL HW LINES ARE RECIRCULATED BACK TO WATER HEATER IN MECH. ROOM.
 DAWSON CONSTRUCTION CO.
 P.O. Box 309
 Billingham, Wash. 98227

Filed 03/00

AS BUILT SEPT. 1983

Jerry Ollivang

REVISED

NTS

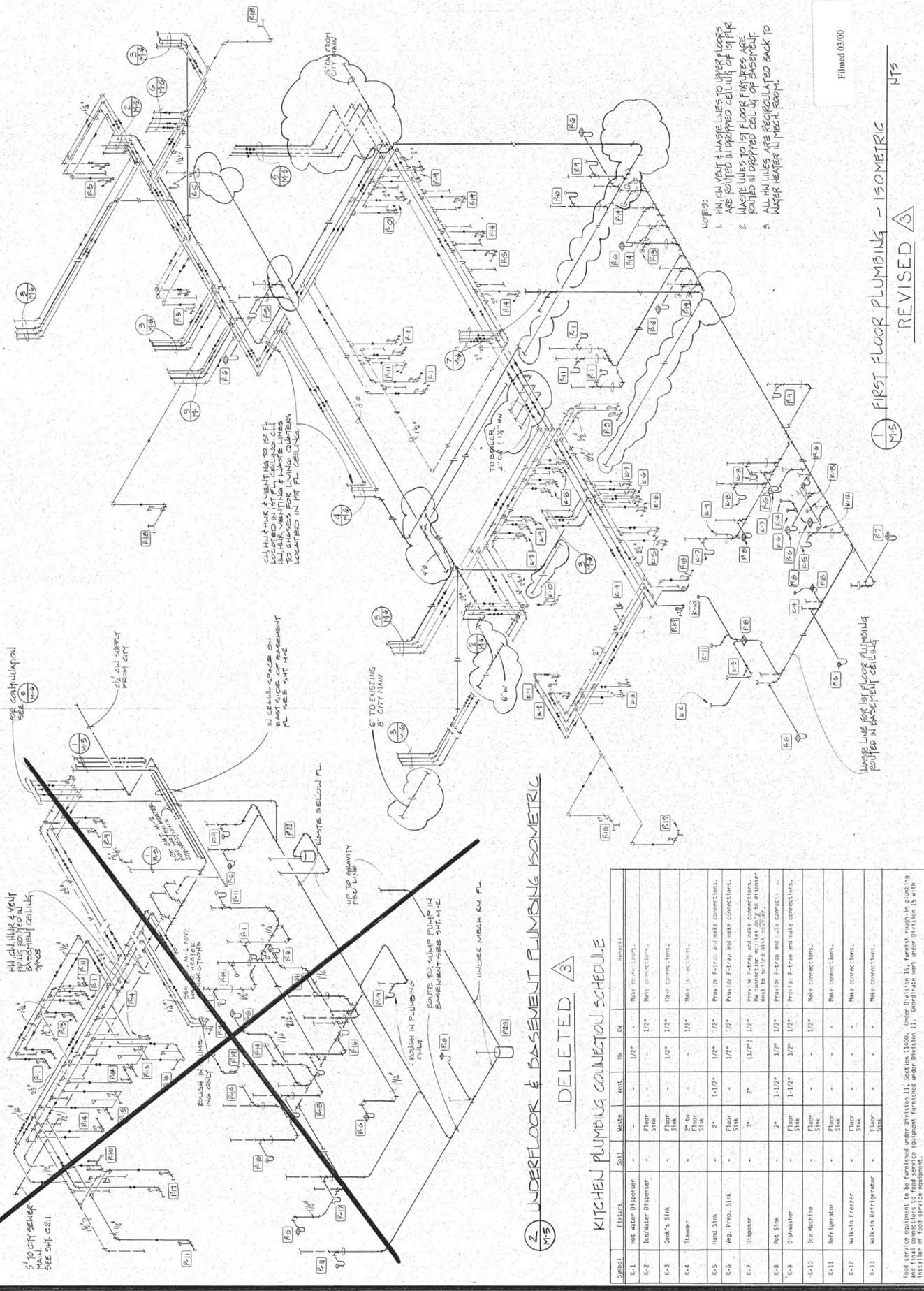


UNDERFLOOR & BASEMENT, FIRST FLOOR 150
 HOUSING WITH ANCILLARY FACILITIES
 FOR THE ELDERLY
 ALASKA STATE HOUSING AUTHORITY
 12TH AND EGAN DRIVE
 JUNEAU, ALASKA
 PROJECT NO. 1366

JOB NO. 80-114
 DRAWN BY ED
 CHECKED BY
 DATE

DESIGN PLUS
 ARCHITECTURE • PLANNING • INTERIORS
 1401 WEST FOURTH AVENUE
 ANCHORAGE, AK 99503 907-274-1643

SD 63
 M-5-U
 PRINTED MAY 27, 1983



- NOTES:
1. ALL CH. VENT. & WASTE LINES TO UPPER FLOORS ARE ROUTED IN DROPPED CELLING OF 1ST FLR.
 2. WASTE LINES TO 1ST FLOOR FWD BEES ARE ROUTED IN DROPPED CELLING OF BASEMENT.
 3. ALL HW LINES ARE RECIRCULATED BACK TO WATER HEATER IN MECH. ROOM.

Filed 03/00

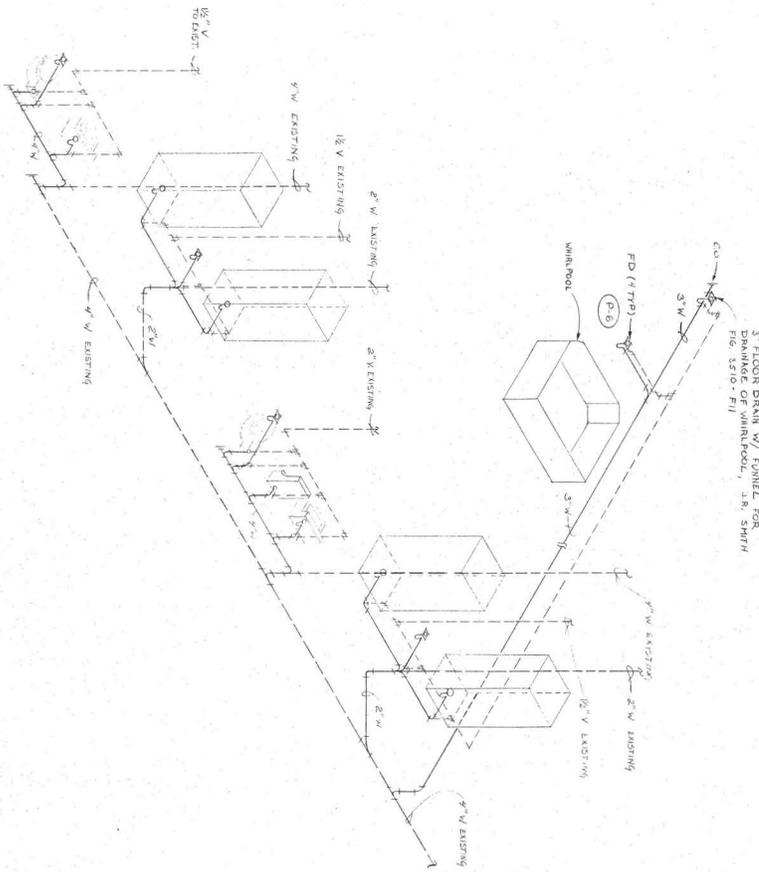
150 FIRST FLOOR PLUMBING - ISOMETRIC
 REVISED 3

2 UNDERFLOOR & BASEMENT PLUMBING ISOMETRIC
 DELETED 3

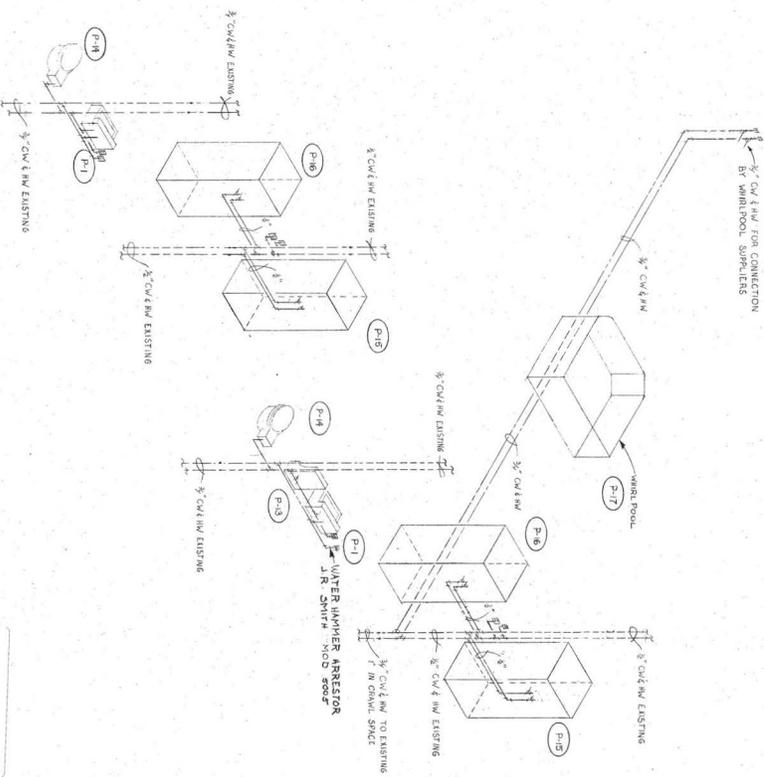
KITCHEN PLUMBING CONNECTION SCHEDULE

Symbol	Fixture	SOI	Waste	Vent.	Size	EQ	Remarks
K-1	Hot Water Dispenser	-	-	-	1/2"	-	Make connections.
K-2	Ice/Meter Dispenser	-	Floor SINK	-	1/2"	-	Make connections.
K-3	Cook's Sink	-	2" to Floor SINK	-	1/2"	-	See connections.
K-4	Steamer	-	2" to Floor SINK	-	1/2"	-	Make to up/down.
K-5	Hand Sink	-	2"	1-1/2"	1/2"	-	Provide P-trap and make connections.
K-6	Weg. Prep. Sink	-	Floor SINK	-	1/2"	-	Provide P-trap and make connections.
K-7	Dispenser	-	3"	2"	(1/2")	-	Provide P-trap and make connections. Provide P-trap and make connections. Most to be in 1st floor.
K-8	Hot Sink	-	2"	1-1/2"	1/2"	-	Provide P-trap and make connections.
K-9	Dishwasher	-	Floor SINK	-	1/2"	-	Provide P-trap and make connections.
K-10	Ice Machine	-	Floor SINK	-	1/2"	-	Make connections.
K-11	Refrigerator	-	Floor SINK	-	-	-	Make connections.
K-12	Mix-In Freezer	-	Floor SINK	-	-	-	Make connections.
K-13	Mix-In Refrigerator	-	Floor SINK	-	-	-	Make connections.

Food service equipment to be furnished under Division 11, Section 11400. Under Division 15, furnish rough-in plumbing and final connections to food service equipment furnished under Division 11. Coordinate work under Division 15 with Division 11 food service equipment.



A RISER DIAGRAM - WASTE & VENT
 NTS (FITNESS RM & WHIRLPOOL)



B RISER DIAGRAM - CW & HW
 NTS (FITNESS RM & WHIRLPOOL)

Filed 03/00

Kurt Bittlingmaier Associates, Inc.
 4325 Laurel o Suite 200
 Anchorage, Alaska 99504
 (907) 278-9432

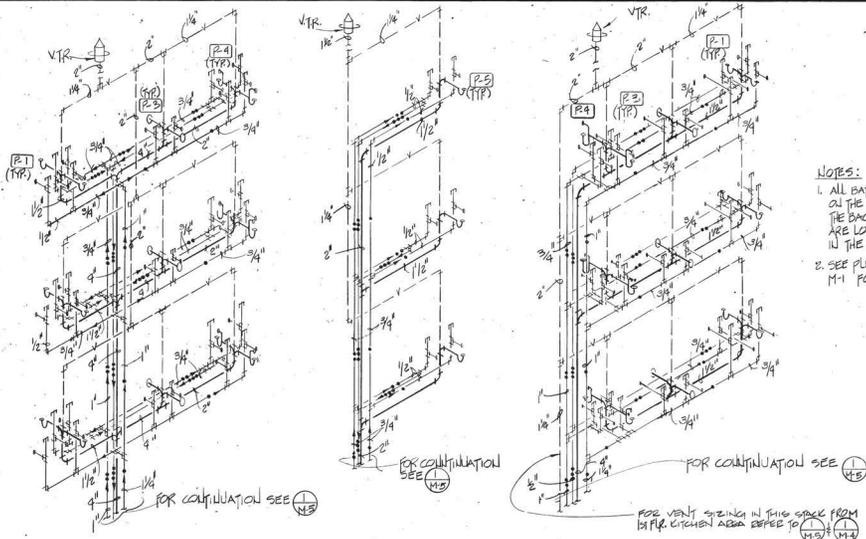
SD 64
 PRINTED MAY 27 1993
M-5A

DESIGN PLUS
 ARCHITECTURE • PLANNING • ETCETERA
 1401 WEST THIRTY FOURTH AVENUE
 ANCHORAGE, AK 99503 907-274-1643

JOB NO.	80-114
DATE	03/00
REVISION	
BY	
CHECKED	
DATE	

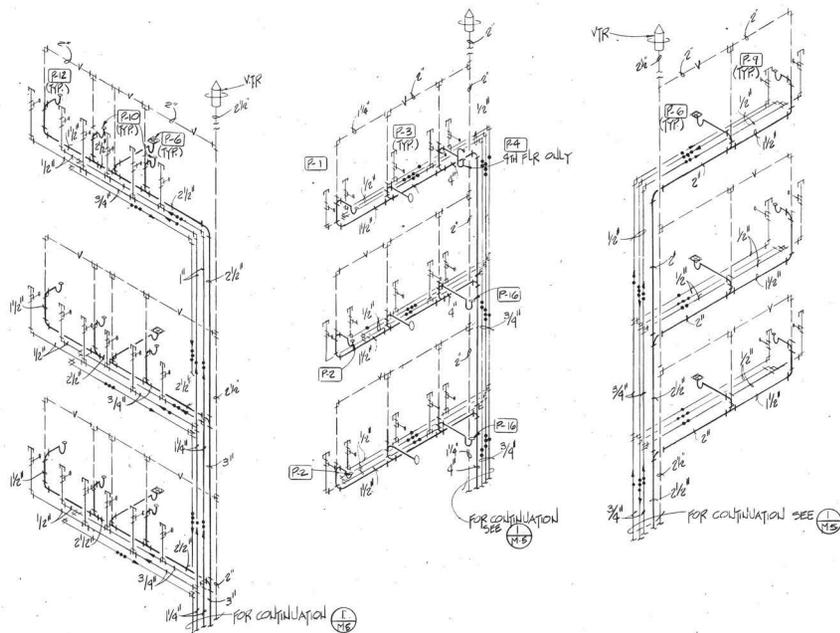
RISE R DIAGRAMS - WASTE, VENT, CW & HW - FITNESS
HOUSING WITH ANCILLARY FACILITIES FOR THE ELDERLY
 AN ADDITION AND ALTERATION TO MOUNTAIN VIEW APARTMENTS
 ALASKA STATE HOUSING AUTHORITY PROJECT NO. 1056
 12TH AND EGAN DRIVE JUNEAU, ALASKA



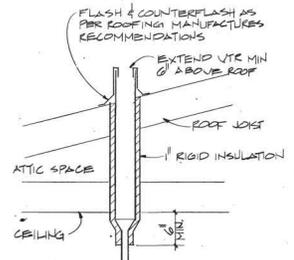


NOTES:
 1. ALL BATHING & WATER CLOSET FIXTURES ON THE 2ND, 3RD & 4TH FLOORS ARE OF THE BACK-OUTLET TYPE SO ALL TRAPS ARE LOCATED BEHIND THE FIXTURES IN THE PIPE CHASE.
 2. SEE PLUMBING SCHEDULE ON SHEET M-6 FOR CONNECTION SIZES.

4 PLUMBING ISOMETRIC U.T.S. M-6
 3 PLUMBING ISOMETRIC U.T.S. M-6
 2 PLUMBING ISOMETRIC U.T.S. M-6

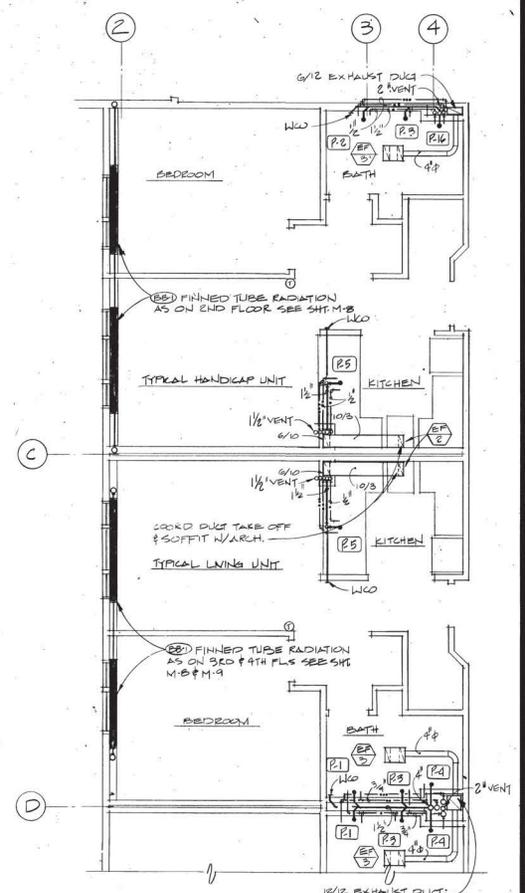


7 PLUMBING ISOMETRIC U.T.S. M-6
 6 PLUMBING ISOMETRIC U.T.S. M-6
 5 PLUMBING ISOMETRIC U.T.S. M-6



NOTE:
 1. SEE SHEET M-6 FOR VENT SIZE & VTR SIZE

8 VENT THRU ROOF DETAIL U.T.S. M-6



1 TYPICAL LIVING UNITS MECHANICAL SCALE: 1/4" = 1'-0"



PLUMBING ISOMETRICS & DETAILS
HOUSING WITH ANCILLARY FACILITIES FOR THE ELDERLY
 AN ADDITION AND ALTERATION TO MOUNTAIN VIEW APARTMENTS
 ALASKA STATE HOUSING AUTHORITY
 18TH AND EGAN DRIVE
 JUNEAU, ALASKA
 PROJECT NO. 1988

JOB NO.	80-114
DRAWN BY	ED
REVISED	

DESIGN PLUS
 ARCHITECTURE • PLANNING • INTERIOR
 4501 WEST TWENTY FOURTH AVENUE
 ANCHORAGE, AK 99503
 907-874-1845
 JWB-C07

DAVSON CONSTRUCTION CO.
 P.O. Box 309
 Bellingham, Wash. 98227

AS BUILT SEPT. 1983
Jerry Callaway

M-6
 OF



BASEMENT HYDRONIC FLOOR PLAN & DETS
 HOUSING FOR THE ELDERLY
 AN ADDITION AND ALTERATION TO MOUNTAIN VIEW APARTMENTS
 ALASKA STATE HOUSING AUTHORITY
 12TH AND EGAN DRIVE JUNEAU, ALASKA

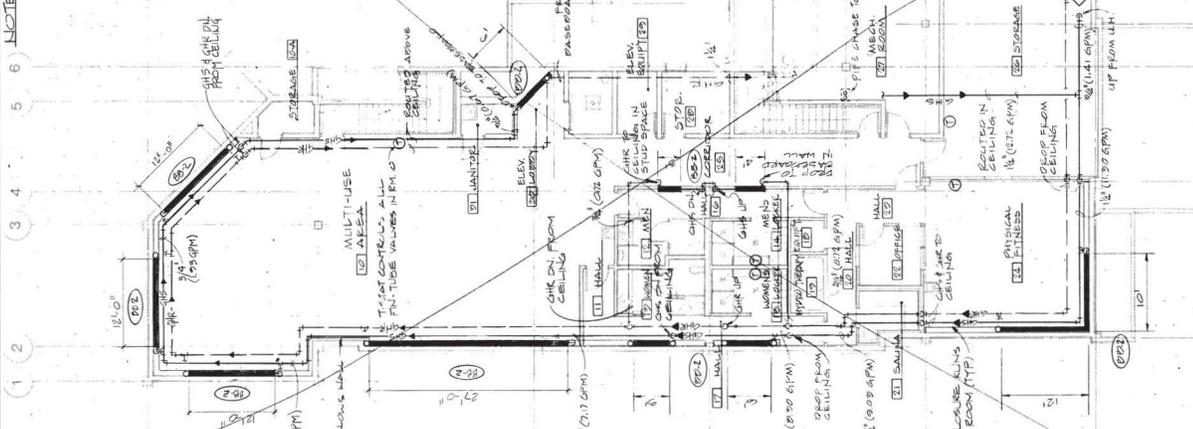
JOB NO.	80-174
DATE	11/77
DESIGNED BY	J.S. BROWN
CHECKED BY	J.S. BROWN
APPROVED BY	

DESIGN PLUS
 ARCHITECTURE • PLANNING • INTERIOR
 1401 WEST THIRTY-FOURTH AVENUE
 ANCHORAGE, AK 99503 907-574-1843

DVS-C-68

M-7

- NOTES:**
1. SMALL BALLBEARS/SOLUTION VALVES
 2. BALL TAKEOFFS AND NO MORE THAN 10' APART ON ALL MAIN RUNS OF HYDRONIC PIPING
 3. INSTALL ALL EXPANSION COMPENSATORS ON ALL STRAIGHT RUNS OF HYDRONIC PIPING
 4. ALL BASEMENT FLOOR HYDRONIC MAIN SUPPLY & RETURN PIPING IS ROUTED WITHIN THE BASEMENT ENCLOSURE. EXCEPT WHERE NOTED, RETURN TO FULL LENGTH OF MAIN.



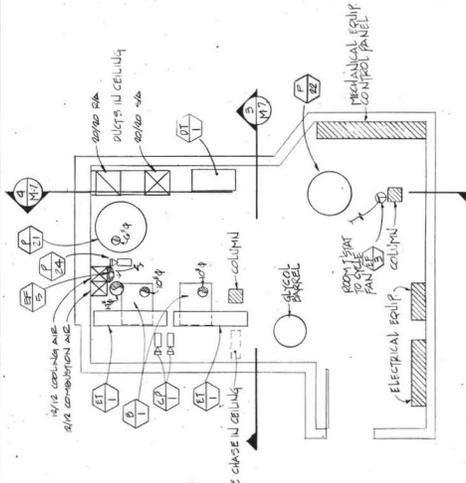
DAVISON CONSTRUCTION CO.
 P.O. Box 319
 Billings, Mont. 59227

AS BUILT
 SEPT. 1983
James McIlwain

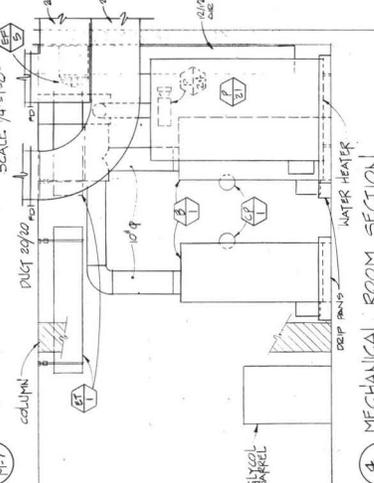
Filed 03/00

AS BUILT SEPT. 1983

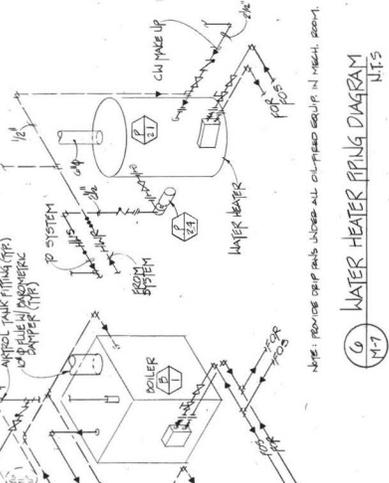
1 BASEMENT FLOOR PLAN-HYDRONICS



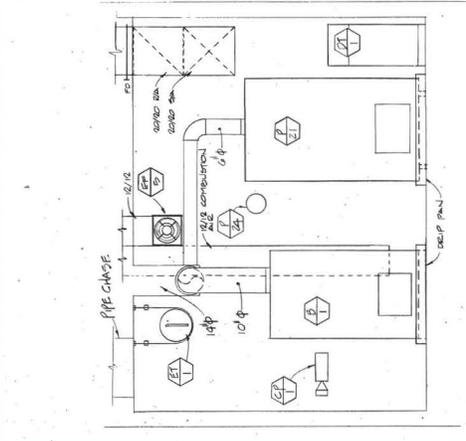
2 MECHANICAL ROOM FLOOR PLAN
 SCALE 1/4" = 1'-0"



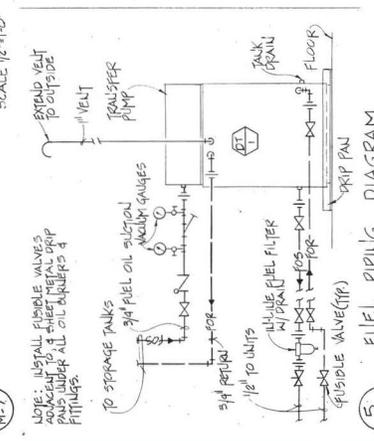
3 MECHANICAL ROOM SECTION
 SCALE 1/2" = 1'-0"



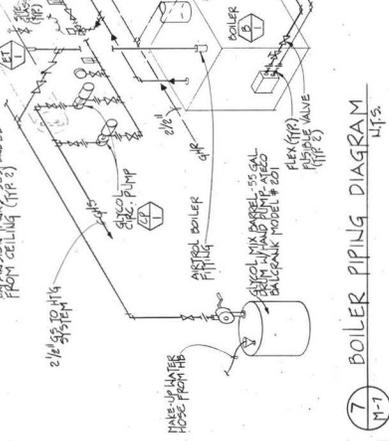
4 WATER HEATER PIPING DIAGRAM
 N.T.S.



5 BOILER PIPING DIAGRAM
 N.T.S.



6 FUEL PIPING DIAGRAM
 N.T.S.



7 WATER HEATER PIPING DIAGRAM
 N.T.S.

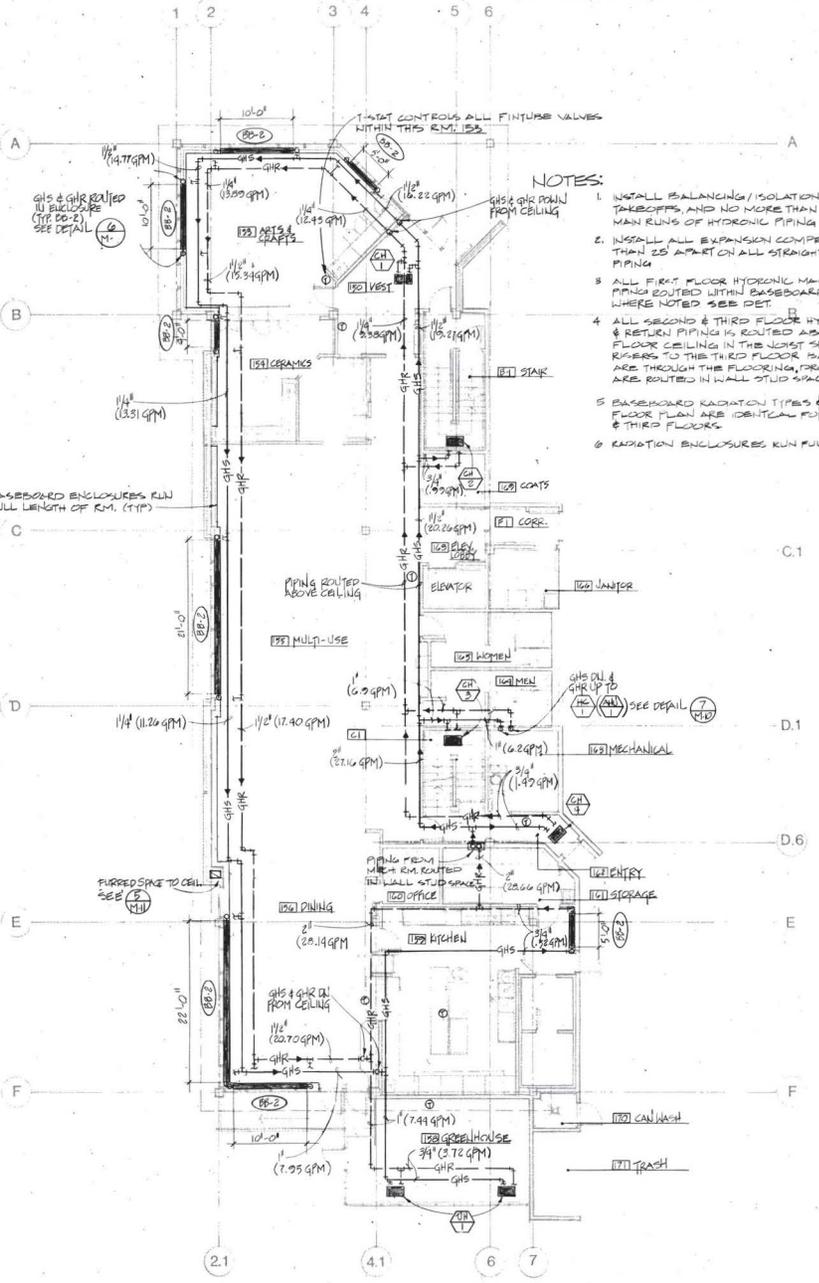


FIRST, SECOND & THIRD FLOOR HYDRONIC PLAN
HOUSING WITH ANCILLARY FACILITIES FOR THE ELDERLY
 AN ADDITION AND ALTBASIS TO MOUNTAIN VIEW APARTMENTS
 ALASKA STATE HOUSING AUTHORITY PROJECT NO. 1988
 14TH AND EGAN DRIVE
 JUNEAU, ALASKA

JOB NO.	80-114
DRAWN BY	9-30-81
REVIEWED	ED

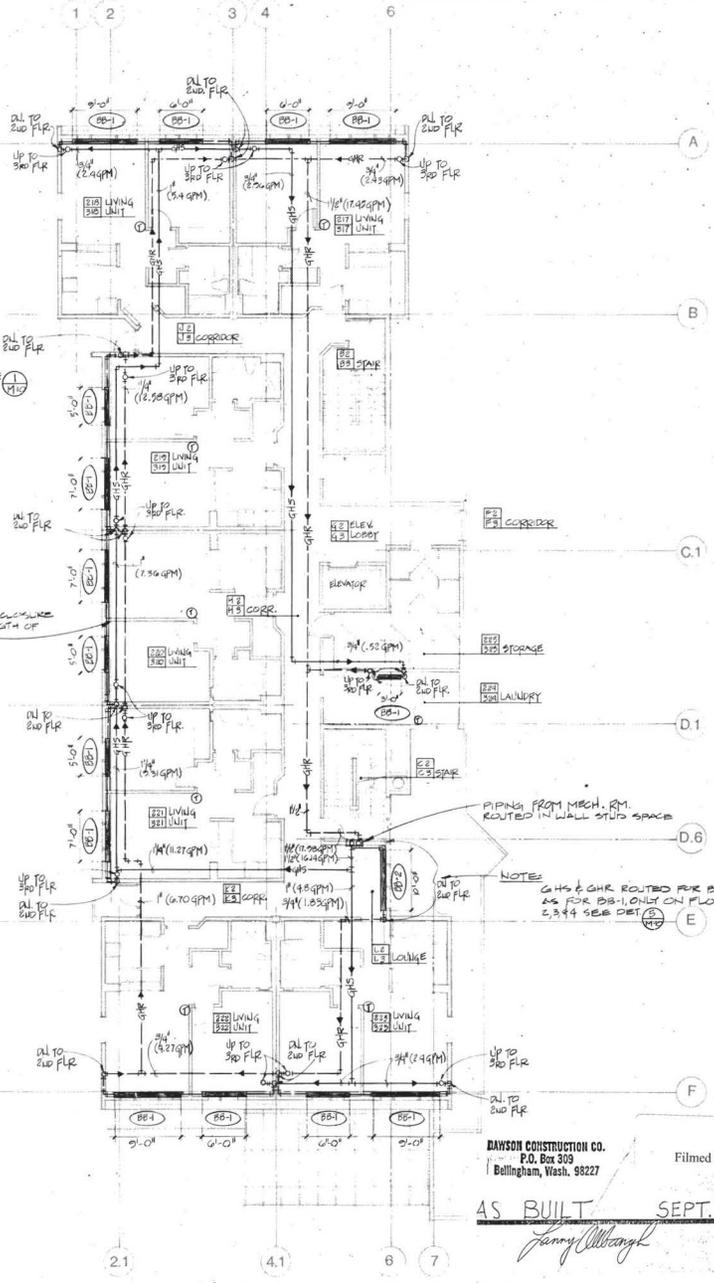
DESIGN PLUS
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 1401 WEST THIRTY-FOURTH AVENUE
 ANCHORAGE, AK 99503 807-674-1645

M-8
 OF



(2) FIRST FLOOR PLAN-HYDRONICS
 SCALE: 1/8"=1'-0"

- NOTES:**
1. INSTALL BALANCING/SOLATION VALVES & ALL TAKEOFFS, AND NO MORE THAN 90' APART ON ALL MAIN RUNS OF HYDRONIC PIPING
 2. INSTALL ALL EXPANSION COMPENSATORS NO MORE THAN 25' APART ON ALL STRAIGHT RUNS OF HYDRONIC PIPING
 3. ALL FIRST FLOOR HYDRONIC MAIN SUPPLY AND RETURN PIPING ROUTED WITHIN BASEBOARD ENCLOSURES EXCEPT WHERE NOTED SEE DET.
 4. ALL SECOND & THIRD FLOOR HYDRONIC MAIN SUPPLY & RETURN PIPING IS ROUTED ABOVE THE SECOND FLOOR CEILING IN THE JOIST SPACES, DREAMS & RISERS TO THE THIRD FLOOR. BASEBOARD RADIATION ARE THROUGH THE FLOORING, FROM THE SECOND FL. ARE ROUTED IN WALL STUD SPACES, REFER TO DETAILS (5) & (7)
 5. BASEBOARD RADIATION TYPES & LENGTHS SHOWN ON FLOOR PLAN ARE IDENTICAL FOR BOTH THE SECOND & THIRD FLOORS
 6. RADIATION ENCLOSURES RUN FULL LENGTH OF BA RM.



(1) SECOND & THIRD FLOOR PLAN-HYDRONICS
 SCALE: 1/8"=1'-0"

DAWSON CONSTRUCTION CO.
 P.O. Box 309
 Bellingham, Wash. 98227

AS BUILT SEPT. 1983
 Filmed 03/00

Jenny Allwright



FOURTH FLOOR HYDRAULIC PLAN
 HOUSING WITH ANCILLARY FACILITIES
 FOR THE ELDERS
 AND ALTERNATE TO MOUNTAIN VIEW APARTMENTS
 ALASKA STATE
 HOUSING AUTHORITY
 PROJECT NO. 1268
 JUNEAU, ALASKA

JOB NO.	90-114
DESIGN	REVISED
DATE	9-30-81
BY	ED

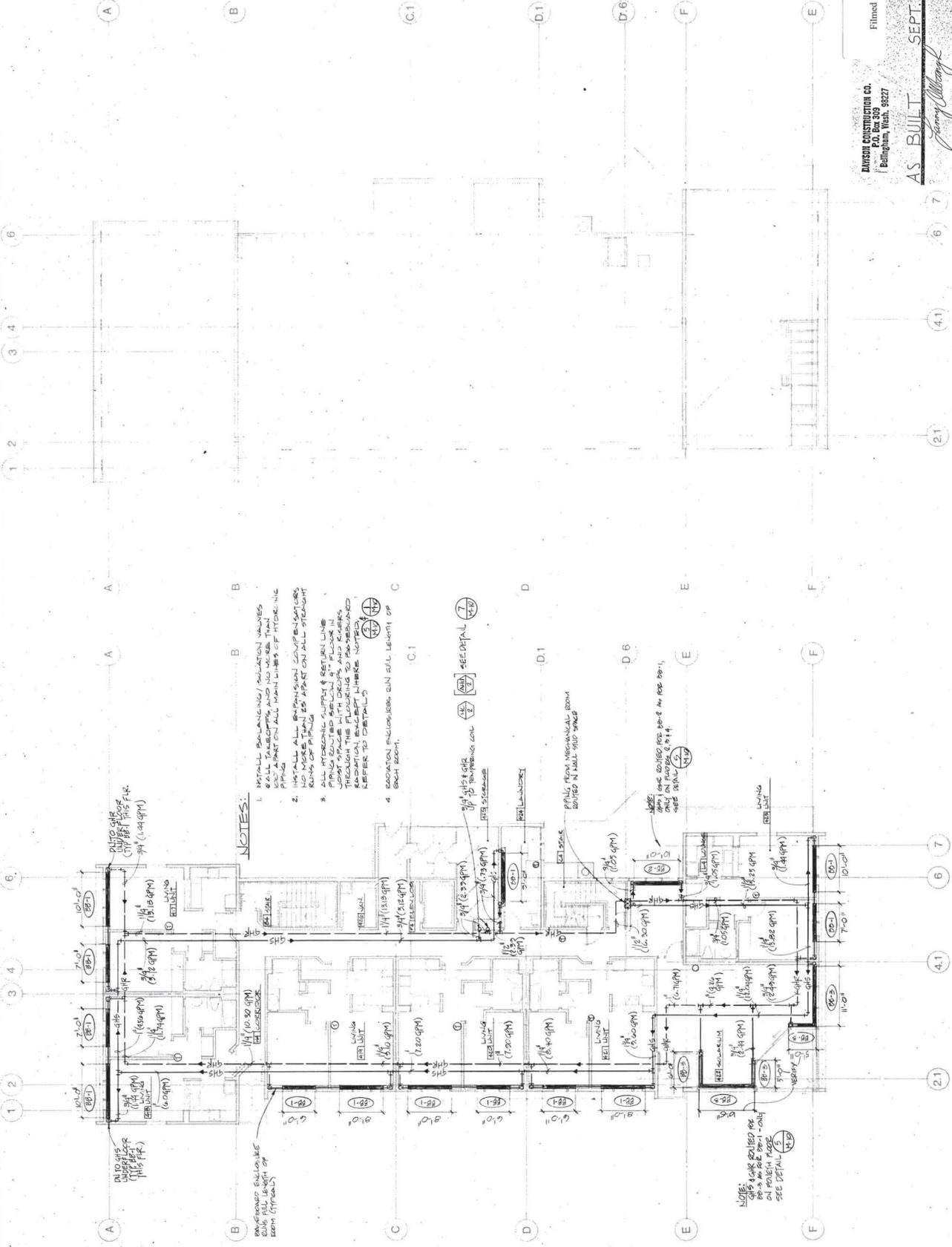
DESIGN PLUS
 ARCHITECTURE • PLANNING • ETCETERA
 1401 WEST THIRTY FOURTH AVENUE
 ANCHORAGE, AK 99508 907-274-1843

M-9

DAVECO CONSTRUCTION CO.
 P.O. Box 389
 Billings, Wash. 98227

AS BUILT SEPT. 1983

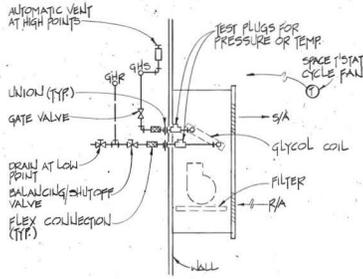
Jerry Wilcox



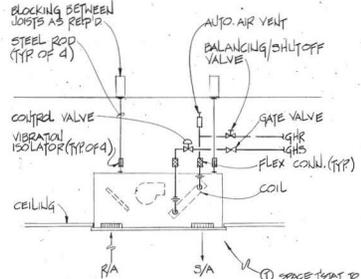
1) FOURTH FLOOR PLAN-HYDRONICS

SCALE: 1/8" = 1'-0"

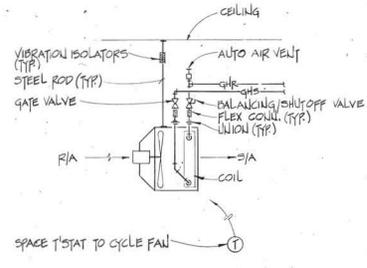
81	A2.301	B7



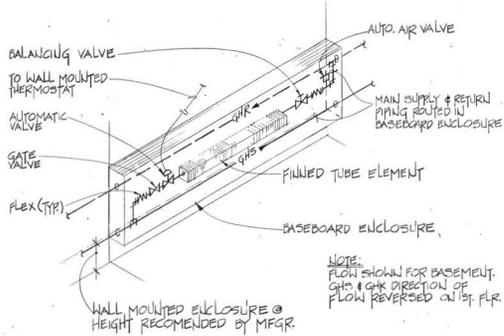
4 WALL MOUNTED CABINET UNIT HEATER
M-10 CH 2 CH 3



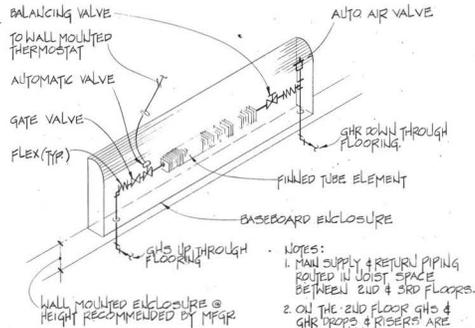
3 RECESSED CEILING C.H. INSTALLATION
M-10 CH 1 CH 4



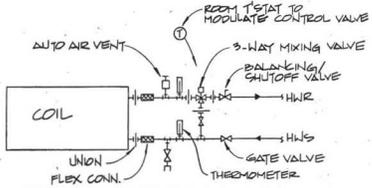
2 UNIT HEATER INSTALLATION
M-10 CH 1 CH 2 N.T.S.



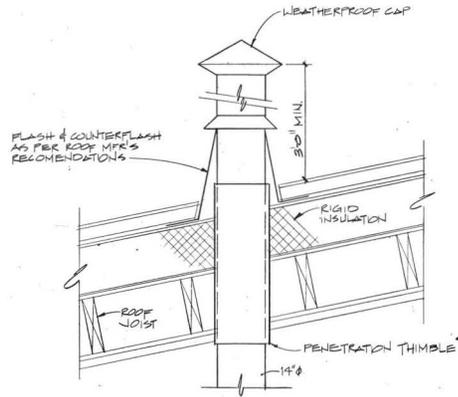
6 BASEBOARD PIPING DETAIL
M-10 BB-2 & BB-3 U.T.S.



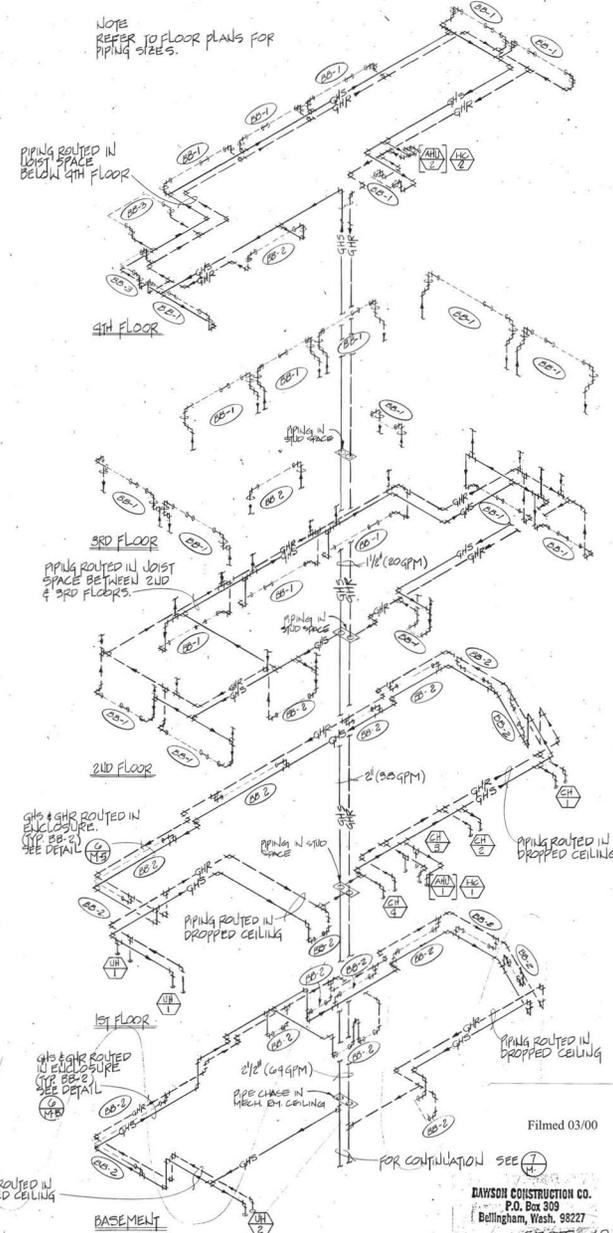
5 BASEBOARD PIPING DETAIL
M-10 BB-1 U.T.S.



7 AHU PIPING
M-10 HC 4 HC 2 U.T.S.



8 FLUE PENETRATION DETAIL
M-10 N.T.S.



1 HYDRONIC ISOMETRIC (ALL FIVE FLOORS)
M-10 AS BUILT U.T.S. Jany Ollrog

BASEBOARD RADIATION SCHEDULE

Symbol	Manufacturer	Rating	Element	Enclosure
BB-1	Sterling	830 BTU/LF	3/4" C - 2-3/4" x 2-1/2" - 55 (.011") Fins/ft.	Senior Style SNR-4R-4R-1R.
BB-2	Sterling	1032 BTU/LF	3/4" C - 3/4 433 4-1/4" x 3-5/8" - 32 (.020") Fins/ft.	Classic Style JVB-AR-24.
BB-3	Sterling	1060 BTU/LF	1" C - 433 4-1/4" x 3-5/8" - 32 (.020") Fins/ft.	Classic Style JVB-AR-20.

Ratings based on LMT 200°F, LWT 180°F, mounting heights as recommended by manufacturer and water flow rates greater than 3 ft./sec.



HYDRONIC ISOMETRIC & DETAILS
HOUSING WITH ANCILLARY FACILITIES FOR THE ELDERLY
AN ADDITION AND ALTERATION TO MOUNTAIN VIEW APARTMENTS
ALASKA STATE HOUSING AUTHORITY
12TH AND EGAN DRIVE
JUNEAU, ALASKA

JOB NO. 80-114

DRAWN	BY
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REVISED	

DESIGN PLUS
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