

Central Avenue Apartments

Renovation Project

IFB# 25-01

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Division 1 **Scope of Work**

SECTION A
ADVERTISEMENT
(IFB)

ADVERTISEMENT INVITATION

FOR BID (IFB) #25-01

Central Avenue Apartments Renovations

Lee County Housing Authority (LCHA) is seeking the services of a qualified, licensed contractor/vendor or individual to provide labor, material and equipment to renovate seven (7) units as per scope of work.

For full Scope of Work and the Project Manual/bid package will be available online at: www.leecountyha.org. An open house walk through for contractors will be held at 9:00am on July 7, 2025 at 2475 Central Avenue, Fort Myers, FL 33901. It is not mandatory, but LCHA strongly recommends attendance.

Proposals are due no later than 5:00pm on July 11, 2025 at Lee County Housing Authority, 14170 Warner Circle, North Fort Myers, FL 33903 by mail or hand delivery. No faxed or e-mail copies will be accepted.

The Owner reserves the right to waive formalities in any proposals and to reject any or all proposals with or without cause. The owner reserves the right to select the proposal that, in its judgment, will be in the best interest of Lee County Housing Authority.

LCHA encourages minority and Section 3 participation.

TTY # (800)955-8771

SECTION B
INSTRUCTIONS TO BIDDERS
(HUD Form 5369)

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION C

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Section C

SUPPLEMENT TO INSTRUCTIONS TO BIDDERS

OWNER: Lee County Housing Authority
14170 Warner Circle
North Fort Myers, FL 33903

ARCHITECT: Moore and Spence Architect, P.A.

LOCATION: 2475 Central Avenue, Fort Myers, FL

1. DEFINITIONS:

- a. All definitions set forth in the STANDARD FORM OF GENERAL CONDITIONS FOR THE CONSTRUCTION CONTRACT are applicable to these SUPPLEMENTAL INSTRUCTIONS TO BIDDERS.
- b. Bid documents include the ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS the BID FORM, the GENERAL CONDITIONS, and the PROPOSED CONTRACT DOCUMENTS, including any addenda issued prior to the time specified for receipt of bids by the Owner/Architect.
- c. Addenda are written or graphic instruments issued prior to execution of the contract which modify or interpret the bid documents, including drawings and specifications by additions, deletion, clarifications or corrections. ADDENDA will become part of the CONTRACT DOCUMENTS when the construction contract is executed.

2. BIDDER'S REPRESENTATIONS:

- a. Each bidder by making his bid represents that he has read and understands the bid documents.
- b. Each bidder by making his bid represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, particularly the labor market.
- c. Bidders taking exception to any part or section of these specifications indicate on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS". Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications written.

3. BID PROCEDURES:

- a. All bids must be prepared in the format of the BID FORM supplied here with and submitted in accordance with INSTRUCTION TO BIDDERS.
- b. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the ADVERTISEMENT FOR BIDS/PROPOSAL or prior to any extension thereof issued to the bidders.
- c. Unless otherwise provided in any supplement to these INSTRUCTIONS TO BIDDERS, no bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the ADVERTISEMENT FOR BIDS/PROPOSALS.
- d. Prior to receipt of bids, ADDENDA will be mailed or delivered to each person or firm recorded by the Owner/Architect as receiving the bid documents and will be available for inspection wherever the bid documents are kept available for that purpose. Receipt of ADDENDA by bidders shall be acknowledged on the BID FORM.

4. EXAMINATION OF BID DOCUMENTS:

- a. Each bidder shall examine the bid documents carefully and no later than seven days prior to the date for receipt of bids shall make written request to the Owner/Architect for interpretation or correction of any ambiguity, inconsistency, or error therein which may be discovered. Any interpretation or correction will be issued as an ADDENDUM by the Owner/Architect. Only a written interpretation or correction by ADDENDUM shall be binding. No bidders shall rely upon any interpretation or correction given by any other method.
- b. Copies of the bid documents may be obtained from the Owner or Architect (if applicable)

5. PREPARATION AND SUBMISSION OF BIDS:

- a. Each bidder shall copy the BID FORM on bidder's letterhead, indicating bid prices and bid days thereon in proper spaces. The bid prices and bid days shall be for the entire work and for any alternates specified. Any erasures or other corrections in the proposal must be explained or noted over signature of bidders. Bids/Proposals containing any condition, omissions, unexplained erasures,

alterations, items not called for, or irregularities of any kind, maybe rejected by the Owner at its sole, complete, and unrestricted discretion.

- b. Each bid must give the full business address of bidder and state whether bidder is an individual, corporation, or partnership. Bids/Proposals by a corporation must be signed in the name and with the seal of the corporation followed by the manual signature and designation of the officer, agent or other person authorized to bind the corporation, and if the person signing is not the president, vice president, or general manager, be accompanied by a duly authorized document evidencing the authority of the officer or agent. Bids/Proposals by partnership shall show the names of all partners and must be signed in the partnership name by one of the general partners. The partnership signature shall be followed by the manual signature of the partner signing. In every case, the name of the person signing and his designation shall be typed or printed below his signature. A bid/proposal by a person who affixes the "president", secretary", "agent," or other designation without disclosing his principal may be held to the bid/proposal of the individual so signing.
- c. Bid/Proposal documents shall be placed in one envelope and addressed to the Owner at the place the bids are opened, with full identification of the bidder's name, project being bid upon, and the time and date set to be received and due.
- d. In no case shall notation of any kind on the envelope alter the contents of the bid/proposal documents.
- e. The envelopes shall include:
 - 1. Bid/Proposal (3 copies)
 - 2. Bid Bond (3 copies)
 - 3. List of Subcontractors
 - 4. Unit Price Schedule (3 copies) if applicable
 - 5. All items listed on the Bidder's Check List
 - 6. Bidder's Check List

6. QUALIFICATIONS OF BIDDERS:

- a. Contract will be awarded only to a responsible bidder approved by the Owner and Architect.
- b. Bidders on any construction project must be qualified and directly responsible for 30% or more of the bid amount for said work.
- c. Permits, Licenses, Taxes; In compliance with Section 218.80, F.S, all permits necessary shall be obtained by the Contractor. In addition, the Contractor shall comply with all rules, regulations, and laws of the State of Florida or the U.S Government now in force or hereafter adopted.

7. DISQUALIFICATION OF BIDDERS:

- a. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
Reasonable grounds for believing that a bidder is interested in more than one proposal for the same work will cause the rejection of all proposals in which such bidders are believed to be interested. Any or all proposal will be rejected if there is a reason to believe that collusion exists among the bidders, and no participants in such collusion will be considered in future proposals for the same work.
Proposal in which the prices are obviously unbalanced will be rejected.
- b. Owner reserves the right to reject any bids where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the contract documents.

8. BID GUARANTEE:

- a. Each bid must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the total amount bid as a guarantee that the bidder will not withdraw his bid for a period of sixty (60) days after the scheduled time for the receipt of bids and if awarded the contract, enter into a written contract with the Owner satisfactorily in from to the OWNER. The contract shall require evidence of Worker's Compensation and Public Liability Insurance, approval of subcontractors by the Owner, and delivery of a PERFORMANCE AND PAYMENT BOND = satisfactorily to the Owner within ten (10) days after the meeting at which the contract is awarded. (The bond must be recorded within (10) days after executed contract)
- b. The failure of a successful bidder to execute such contract and to supply the required bonds within ten (10) days after award of the contract, or within such extended period as Owner may grant, shall constitute a default and Owner may either award the contract to the next responsible bidder or re-advertise for bids. The defaulting bidder shall be responsible for the difference between the amount of the contract subsequently awarded and the bid of the defaulting bidder.
- c. Bid Guarantee will be returned to all except the three low bidders after opening of the bids. The remaining guarantees will be returned to the three lowest bidders after the Owner and the accepted bidder have executed the contract and the PAYMENT AND PERFORMANCE BONDS have been approved by the Owner.
- d. All bid guarantees shall meet surety requirements as set forth.

9. OPENING OF BIDS:

- a. Bids shall be opened publicly at the time and place stated in the ADVERTISEMENT or as prescribed in an RFP protocol. The officer or designee whose duty is to open them will decide when the specific time has arrived, and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.
- b. LCHA assumes no responsibility for proposals received after the due date and time or at any office or location other than the specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. Late proposals shall be returned unopened and shall not be considered for award.
- c. At the time fixed for the opening of bids, the contents will be made public.
- d. For bidders who wish to receive copies of bids after the bid opening, LCHA reserves the right to recover all costs associated with the printing and distribution of such copies.

10. BID MODIFICATION:

- a. Bid modification will be accepted from bidder if in writing and if received prior to the opening of bids. Bid modifications must be addressed as indicated in paragraph B-1.5.c. and delivered to the place where bids are to be received prior to the bid deadline. Modifications of the bid will be read by the officer after it has been opened. In no case shall notations of any kind on the bid envelope alter the contents of the bid documents.

11. WITHDRAWAL OF BIDS:

- a. Bids may be withdrawn on written request signed by the bidder and received prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it is opened. The bid may be withdrawn if the Owner fails to accept it within sixty (60) calendar days after the date fixed for the opening of the bids.

12. REJECTION OF BIDS:

- a. The bidder acknowledges the complete and unrestricted right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bid documents, or if the bid is in any way incomplete or irregular.

13. AWARD OF CONTRACT:

- a. Owner will consider base bids and additive or deduct alternates as may produce a net amount which is acceptable to the Owner. Award of the contract, if awarded, will be within sixty (60) calendar days after the opening of the bids.
- b. LCHA reserves the right to accept item or group of items of this bid, unless the bidder qualified his bid by specific limitations.
- c. LCHA reserves the right to award any item or group of items to more than one vendor on any bid unless otherwise noted in the bid specifications.
- d. Alternate bids will not be considered unless authorized by the Contract Documents or written Addendum.

14. LIST OF SUBCONTRACTORS:

- a. Each bidder shall submit to Owner a list of all subcontractors and major material suppliers to be used if awarded the contract. The form submitted shall be signed by the bidder and submitted in the same sealed envelope with the BID FORM and BID BOND. Upon request by the Owner/Architect, the selected bidder shall within seven (7) days thereafter submit all data required to establish to the satisfaction of the Owner/Architect, the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed to such proposed subcontractor's respective trades. Prior to the award of the contract, the Owner/Architect will notify the bidder in writing if either the Owner/Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner/Architect has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the bidder may at his option, withdraw his bid without forfeiture of bid security, notwithstanding anything to the contrary contained in Paragraph 3.c. A reasonable or substantial objection can arise from various issues, i.e., performance and contract, misconduct and legal violations, breach of contract, failure to obtain necessary permits and inspections, substandard workmanship, unlicensed activity, misrepresentation or fraud, building code violations, financial mismanagement, etc. If the bidder submits an acceptable substitute with an increase in his price to cover the difference in cost occasioned by such a substitution, the Owner/Architect may at its discretion, accept the increased bid price or may disqualify the bidder. Subcontractors and the other persons and organizations proposed by the bidder and accepted by the Owner/Architect must be used on the work they were

proposed and accepted and shall not be changed except with written approval of the Owner/Architect.

15. PERFORMANCE AND PAYMENT BOND:

- a. The successful Bidder shall furnish the Owner with a PERFORMANCE and PAYMENT BOND in the full amount of the contract price and such additional amounts as may be required by any increase or changes thereof, on the form contained in the Contract Documents, containing all obligations required by Florida Law and executed by a surety company satisfactory to Owner and licensed to do business in Florida. Any increase or adjustment to the bond shall occur at the completion of the project based on the final contract amount.
- b. The Surety that issues the bonds shall:
 1. Be licensed to do business in Florida
 2. Have a policyholder's rating of "A" or better as listed in the current Best's Insurance Guide.
- c. The bidder shall deliver the required bond to the Owner not later than the date of the execution of the CONTRACT.
- d. The bidder shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.

16. TAXES:

- a. The Lee County Housing Authority, a special district of the State of Florida is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful bidders will be provided a copy of Certificate of Exemption (#21-0701995-53c) upon contract award. Corporations, individuals, and other entities are impacted Chapter 212 F.S. according to the type of services, sale of commodity, or other contractual agreement to be made with LCHA. By submittal of a properly executed response to an invitation to bid package from the Housing Authority, the bidder is acknowledging they are aware of their statutory responsibilities for sales tax under Chapter 212 F.S.
- b. The Housing Authority is also exempt from most Federal excise taxes. By submittal of a properly executed response to an invitation to bid package from

the Housing Authority, the bidder is acknowledging they are aware of their responsibilities for Florida excise taxes.

- c. Tangible personal property purchased by Contractors in the performance of realty construction for the Housing Authority's taxable, though the Housing Authority is exempt on its own purchases.

17. LOBBYING:

- a. All firms are hereby placed on NOTICE that LCHA does not wish to be lobbied, either individually or collectively, about a project for which a firm has submitted a proposal. Firms and their agents are not to contact members of the Housing Authority for such purposes as meetings or introductions, luncheons, dinner, etc., during the bidding process, from bid opening to final approval, no firm or their agent shall contact any other employee of the Housing Authority.

18. AGGRIEVANCES OR PROTEST:

- a. Any actual or prospective respondent to an Advertisement for Bid/Proposal who is aggrieved with respect to the former shall file a written protest with the Executive Director prior to the opening of the Bid or the due date for acceptance of Bids/Proposals. All such protests must be filed with the Housing Authority no later than 11:00 a.m., Lee County time on the advertised date for the opening of the Bid/Proposal or the acceptance date for the Request for Proposals.
- b. Award of contract will be made by the LCHA. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice intent to protest with the Housing Authority within two (2) calendar days (excluding weekends and County Holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and contest requirements of the formal protest. A copy of the "Protest Policy" is available at LCHA.

19. ADDENDUM:

- a. The LCHA reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed to all parties who received the original bid specification and are eligible for consideration prior to the deadline for submission of bids/proposals. The amendments or

clarification will be made in writing in the form of an addendum. No oral clarification or amendments shall be considered binding.

- b. If the bidder should be of the opinion that the meaning of any part of the Bidding Document is doubtful, obscure, or contains error or omissions, they should report such opinion to the Housing Authority 7 days prior to the bid opening date. Such submissions shall be reviewed, and appropriate action, if any is required, will be taken in the form of an addendum.

SECTION D
FORM OF BID PROPOSAL FORM

BID/PROPOSAL FORM

FROM _____

DUE _____

DATE _____

Lee County Housing Authority
14170 Warner Circle
North Fort Myers, FL 33903

RE: Central Avenue Apartments Renovation Project

In accordance with your invitation to bid we are pleased to submit our bid/proposal covering the Central Avenue Apartments as described in the specifications dated in accordance with the specifications, as follows:

The undersigned, as bidder, hereby declares that they have examined the specifications and informed themselves fully in regard to all conditions pertaining to the work to be done as per the attached documents. The Bidder further declares that the only persons, company or parties interested in this Bid/Proposal or the Contract to be entered into as principals are named herein: that the Bid/Proposal is made without any other person, company or companies submitting a Bid/Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The Bidder proposes and agrees, if this Bid/Proposal is accepted, to contract with the LCHA to furnish work in full, in complete accordance with the attached specifications, according to the following prices:

BASE BID \$ _____

Alternate #1 _____

\$ _____ (add/deduct)

Alternate #2 _____

\$ _____ (add/deduct)

Alternate #3 _____

\$ _____ (add/deduct)

Central Avenue Apartments Renovation Project

Date: _____

Alternate #4 _____

\$ _____ (add/deduct)

Alternate #5 _____

\$ _____ (add/deduct)

Unit Cost

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

_____ \$

Addenda received (if applicable) #1 _____ #2 _____ #3 _____ #4 _____

Acknowledged by: _____

The services to be furnished herein is hereby declared and guaranteed to be in conformance with the specifications of the Lee County Housing Authority.

Central Avenue Apartments Renovation Project

Date: _____

The undersigned do agree that should this Bid/Proposal be accepted, to execute the form of contract and present the same to the Lee County Housing Authority for approval within ten (10) days after being notified of the awarding of the Contract.

The undersigned do further agree that failure to execute and deliver said forms of contract within ten (10) days, will result in damages to LCHA.

IN WITNESS, WHEREOF, WE have hereunto subscribed our names on this _____ day of _____ 2025 in the County of _____ in the State of _____.

Firm's Complete Legal Name

Check one of the following: _____ Sole Proprietor: _____ Corporation or P.A.: _____
LLC: or _____ Partnership (Limited/General)

Address:

Phone: _____

E-mail: _____

SIGNATURE:

Print Name and Title:

Note: If you choose to bid, please submit an Original and two copies of your proposal pages and all information that is required on the Bidder's Checklist.

BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: _____

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING
Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

****Bidders may not adjust or modify data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.****

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

LCHA ERA2 Central Avenue

Exterior Site Work Scope

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	Remove Roots, Repair Pavement Base, Patch Asphalt in Effected Areas				\$ -
2	Patch and Seal Coat Parking Lot				\$ -
3	Stripe Parking Lot				\$ -
4	Paint and Reinstall Parking Bumpers				\$ -
5	Install New Privacy Fence Along East Property Line				\$ -
6	Install New Fence and Gates for Trash Enclosure at Existing Concrete Slab				\$ -
7	Install New Irrigation System and Irrigation Controls				\$ -
8	Install New Landscaping				\$ -
9	Install New Ground Cover Around New Landscaping				\$ -
10	Repair and Patch Stucco Along Each Side of HVAC Refrigerant Piping Cover				\$ -
11	Remove existing and install new balcony and stair guard railings and handrails				
12	Install new riser and tread covers on the existing stair				
13	Remove damaged concrete sidewalk areas where noted and replace				
14	Install new finish surface material on first floor sidewalks and balcony				
15	Repair Damaged Fascia and Soffit				
16	Remove and Install New Gutter and Down Spouts				
17	Replace existing irrigation backflow preventer to comply with City Utility				
18	Reinstall existing backflow preventer enclosure lid				
19	Install new fire extinguisher cabinets and extinguishers				
20	Trim, shape, and clean existing trees and palms				
SUBTOTAL: PRIMARY JOB DESCRIPTION					\$ -

Painting

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
21	Caulk and repair exterior penetrations and caulk all window and door perimeters				\$ -
22	Pressure wash building exterior (does not include roof)				\$ -
23	Apply seal coat and paint building exterior				\$ -
24	Interior painting of all walls, ceilings, doors, and trim				\$ -
SUBTOTAL: PRIMARY JOB DESCRIPTION					\$ -

Hardware and Specialties

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
25	Install new hardware on 7 new entry doors				\$ -
26	Install new door threshold and aluminum sill step riser cover at each entry door				\$ -
27	Install new hinges on all new and existing swing doors				\$ -
28	Install new hardware on all interior doors as noted on schedule				\$ -
29	Install new door hardware on all new and existing interior doors, including hinges				\$ -
30	Install new closet shelving in all wardrobe and linen closets				\$ -
31	Install new 2" horizontal blinds in all windows				\$ -
32	Install new toilet accessories in each bathroom				\$ -
33	Install an additional 6" of blown insulation in attic				\$ -
34	Provide and install new range, refrigerator, and range hood in each unit.				\$ -
SUBTOTAL: PRIMARY JOB DESCRIPTION					\$ -

Doors and Windows

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
35	Remove existing and install 7 new entry doors and frames				\$ -
36	Remove three windows, replace damaged concrete window sills, reinstall windows				\$ -
37	Replace a total of 19 interior doors as identified on the drawings				\$ -
SUBTOTAL: PRIMARY JOB DESCRIPTION					\$ -

Finishes/Flooring

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
38	Repair and retexture all interior walls				\$ -
39	Remove drywall and repair as required to install new plumbing supply lines				\$ -
40	Remove existing ceramic tile in two units, salvage as much as possible.				\$ -
41	Install new LVP in two units where tile was removed				\$ -
42	Clean and seal grout in 5 units where ceramic tile is to remain				\$ -
43	Install new 7.25" baseboard in all units				\$ -
44	Replace 25 broken tiles in various locations				\$ -
45	Install new drywall ceilings and texture on both first and second floor ceilings				\$ -
46	Remove existing and install new kitchen cabinets and counter tops in all units				\$ -
47	Remove existing and install new bathroom vanities and tops in all units				\$ -
48	Replace 4 damaged marble window sills				\$ -
SUBTOTAL: PRIMARY JOB DESCRIPTION					\$ -

Electrical

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
49	Replace all exterior wall and ceiling light fixtures				\$ -
50	Replace 4 existing GFI duplex outlets with new duplex outlets and weatherproof covers				\$ -
51	Install new smoke detectors in each unit as noted on drawings				\$ -
52	Replace all existing interior light fixtures with new LED fixtures				\$ -
53	Install 3 new data/tv cable locations in each unit				\$ -
54	Replace all switches and outlets in each unit, including covers				\$ -
55	Install one new phone connection in each unit with new plug and cover				\$ -
56	Install new combination bathroom light/exhaust fan				\$ -
57	Install new door bells in each unit as noted on drawings				\$ -
SUBTOTAL: PRIMARY JOB DESCRIPTION					\$ -

Plumbing

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
58	Install new faucet at bathroom vanity sink in each unit				\$ -
59	Install new kitchen sink and faucet in each unit				\$ -
60	Install new right-height toilet and seat/cover in each unit				\$ -
61	Install new CPVC hot and cold water supply piping and valves throughout each unit				\$ -
62	Remove existing water heater and install new in each unit				\$ -
SUBTOTAL: PRIMARY JOB DESCRIPTION					\$ -

Mechanical

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
63	Remove existing HVAC exterior refrigerant covers and install new covers.				\$ -
64	Replace all HVAC supply and return grills				\$ -
65	Install new return air duct work as noted on drawings				\$ -
66	Clean and sanitize all existing duct work				\$ -
67	Install new return air filters, at project completion				\$ -
68	Clean all existing dryer exhaust vent piping				\$ -
SUBTOTAL: ALTERNATIVE ITEMS					\$ -

BID SUMMARY

PROJECT TOTAL				\$0.00	
---------------	--	--	--	--------	--

**Quantities are not guaranteed. Final payment will be based on actual quantities.

PROJECT TOTAL:

(Use Words to Write Total)

SECTION E

BID BOND

BID BOND

Bond No. _____

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for renovation of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section [255.05](#)(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section [255.05](#)(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20_____

Witness: _____ Principal _____ (seal)

Title _____

Witness: _____ Surety _____ (seal)

Attorney in Fact _____

SECTION F

CONTRACT

SECTION G

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (HUD Form 5370)

General Conditions for Construction Contracts - Public Housing Programs

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

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

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (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.

9. Specifications and Drawings for Construction

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

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

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

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

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

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

machinery and mechanical and other equipment.

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

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

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

12. Permits and Codes

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

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

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

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

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

accordance with the terms and conditions of the

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

27. Payments

retain ten (10) percent of the amount of progress

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

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

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

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

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

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

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

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

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for

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

35. Assignment of Contract

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

36. Insurance

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

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

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

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

37. Subcontracts

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

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

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

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

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

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

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

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

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

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

39. Equal Employment Opportunity

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

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. 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 non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. 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. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) greater than \$250,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, 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:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, 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.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all 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 this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

(b) The [contractor/seller] will, 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, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance 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.

(g) In the event of the [contractor/seller]'s non-compliance 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.

(h) 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 subcontractor 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.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, 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 and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD 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 HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

SECTION H

PERFORMANCE and PAYMENT BOND

Refer to Florida Statue 255.05

FORM OF PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the _____ (), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract No. _____, awarded on _____, 20_____, with the _____, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

1. Performs the Contract between Contractor and _____ for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays the _____ all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the _____ sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
4. Whenever Contractor is, and declared by the _____ to be, in default under the Contract, the _____ having performed the _____ obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the _____ elects, upon determination by the _____ and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the _____, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the 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, will mean the total amount payable by the _____ to Contractor under the Contract and any amendments thereto, less the amount properly paid by the _____ to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the _____; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in

Contract or the changes does not affect Surety's obligations under this Bond.

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

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation

By: _____

Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact

Print Name: _____

Title: _____

Address: _____

Telephone: _____

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

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation

By: _____

Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact

Print Name: _____

Title: _____

Address: _____

Telephone: _____

SECTION I

STANDARD FORM of CHANGE ORDER



AIA® Document G701™ - 2001

Change Order

PROJECT: *(Name and address)*

CHANGE ORDER NUMBER:

OWNER ☐

DATE:

ARCHITECT ☐

ARCHITECT'S PROJECT NUMBER:

CONTRACTOR ☐

TO CONTRACTOR: *(Name and address)*

CONTRACT DATE:

FIELD ☐

CONTRACT FOR:

OTHER ☐

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ _____

The net change by previously authorized Change Orders \$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ _____

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () days

The date of Substantial Completion as of the date of this Change Order therefore is

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

ADDRESS

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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SECTION J

NOTICE TO PROCEED



Robert Norris, Chairman
Robert W. Ortiz, Vice Chairman
Christine M. Sardina, Commissioner
Marcus D. Goodson, Executive Director

Lee County Housing Authority (LCHA)
14170 Warner Circle
North Fort Myers, FL 33903
Phone: 239.997.6688
Fax: 239.997.7970
TTY #: (800) 955-8771
Website: leecountyha.org

To: _____

RE: Central Avenue Apartments Renovation Project

NOTICE TO PROCEED

Pursuant to the terms of the above contract, you are hereby notified to commence work at the start of business on _____ (date). The time for completion, including the starting day, as established by the contract is _____ (date).

It is the responsibility of the contractor to meet the schedule as set forth and in accordance with the terms and conditions of the contract. Failure to comply with schedule will result in the enforcement of liquidated damages stated in the contract.

Please note carefully and fulfill the requirements of the contract regarding the submittal and approval of Workmen's Compensation, Manufacturers and Contractor's Public Liability Insurance.

The contractor shall also contact the LCHA in writing within three (3) days prior to mobilization on the project to enable the LCHA to coordinate this work with others.

The contractor shall within ten (10) days after receipt of this notice send to LCHA copies of all required permits for work to be performed under this contract. Failure to comply with these instructions shall constitute a breach of contract.

Your cooperation on this construction project to its conclusion is of the utmost importance to LCHA.

Sincerely,

Contracting Office
Cc: Contract file
Other LCHA files



SECTION K

SPECIAL CONDITIONS

(if applicable)

SECTION L

MINIMUM WAGE REQUIREMENTS

DIVISION 1

SCOPE OF WORK

MSA MOORE & SPENCE ARCHITECTS, P.A.

This document has been prepared to incorporate into the total scope of work document prepared for Central Pointe Apartments.

WORK INCULDED:

- A) This division includes all labor and materials to complete exterior and interior improvements to the existing 7 unit apartment complex located at 2475 Central Avenue. The specific scope of work shall be as noted in this document and as detailed on the construction / permit set of drawings. The contractor shall faithfully and diligently execute and complete the work in such a manner and sequence as to finish the work in every respect.

D) SCOPE OF WORK

The scope of this project includes the following:

Exterior:

1. Seal Coat and Stripe Parking Lot.
2. Remove and construct new fence around trash area.
3. Install irrigation and landscaping.
4. Paint Exterior.
5. Caulk all penetrations, doors, and windows.
6. Install new exterior doors.
7. Install new exterior door hardware.
8. Install new threshold and step at each door sill.
9. Install new exterior LED lighting.
10. Removes and install new stair and balcony handrails.
11. Install tread-riser over each existing concrete tread-riser.
12. Trim existing tree branches.
13. Repair damaged fascia and soffit.
14. Remove and install new gutters and downspouts.
15. Install new 6' high solid PVC fencing on east property line.
16. Install two new fire extinguishers and cabinets.
17. Install new finish on second floor balcony.
18. Replace / Repair damaged sidewalks.
19. Clean and stain all first floor sidewalks.
20. Replace 3 exterior window sills.
21. Install 4 exterior GFI outlets and waterproof enclosures.
22. Perform stucco repairs around the HVAC condensate.
23. Reinstall the existing backflow preventer enclosure lid. Install 8 new stainless steel heavy duty hinges, welded to enclosure and lid.
24. Install new irrigation system backflow preventer.

Interior:

1. Replace HVAC supply and return grilles in each unit.
2. Rework return air ducts system in each unit.
3. Replace all smoke detectors.
4. Replace all lighting with new LED fixtures.
5. Install TV-Data Cabling.
6. Perform miscellaneous interior wall repairs.
7. Remove and salvage unbroken tile from one second floor unit. Install new ceramic tile in one second floor unit.
8. Replace broken tile, clean existing ceramic tile, and stain and seal grout.
9. Install all new base board.
10. Remove the spray ceiling finish off first and second floor ceiling.
11. Install new ceilings on first and second floors ceilings.
12. Install new kitchen cabinets and counter tops.
13. Install new range, refrigerator, and range hood.
14. Install new bathroom vanities.
15. Install new kitchen sink and faucet.
16. Install new bathroom sink and faucet.
17. Install new toilets.
18. Install new bathroom accessories.
19. Replace bathroom exhaust fans.
20. Paint complete interior all units.
21. Replace a total of 19 interior doors, varies by unit.
22. Replace all interior door hardware with lever style latch / lockset, and install new hinges.
23. Clean dryer exhaust vent pipe and install new exhaust hood with flap.
24. Replace all window blinds with 2" vertical PVC blinds.
25. Repair existing vinyl coated vented shelving.
26. Miscellaneous drywall wall repairs and texturing.
27. Install all new PVC water lines from shut off valves throughout each unit.
28. Replace 4 damaged marble windowsills.
29. Replace all light switches, outlets, and GFI outlets. Include new covers.
30. Mold remediation of Unit #3.

This scope of work shall be clarified and detailed in the construction / permit drawings prepared for the project.

LEE COUNTY HOUSING AUTHORITY
2475 CENTRAL AVE
FORT MYERS, LEE COUNTY, FLORIDA 33901
STRAP: 24-44-24-P3-0210D.0110 FOLIO ID: 10173503

OWNER:
LEE COUNTY HOUSING AUTHORITY
1410 WARNER CIR NW
NORTH FORT MYERS FL 33903

ARCHITECTURAL: MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BOULEVARD
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3519

The map shows a grid of streets in Evansville, Indiana. The main horizontal streets are Evans Avenue, Central Avenue, Royal Palm Avenue, and Foulerville Avenue. The main vertical streets are North St, South St, Evans St, and Central St. A small square area is highlighted on Central Avenue, and a large arrow points to it from the word 'SITE' written vertically. The map also shows various other streets like North St, South St, Evans St, and Central St.

[illegible]

THE SECOND REASONING, which is that of NECESSITY AND LIABILITY FOR NEGLIGENCE, is also entitled to follow. If a negligent action and the resulting injury are caused by a third party, the negligent party is not liable for the injury. The same reasoning can be applied to OGDAN and CO. If the OGDAN RESEARCHER had acted with respect to his research, OGDAN AND CO. would not have been exposed to the danger of a third party's attack. The RESEARCHER'S NEGLIGENCE OR NEGLIGENCE OF ANOTHER PARTY, such as the OGDAN RESEARCHER, is not a defense to the OGDAN AND CO. LIABILITY.

OWNER

CONTRACTOR

OVERALL PROJECT SCOPE:

[illegible][illegible]

GUTTERS AND DOWNSPOUT SPECIFICATION:

[illegible]

CAULKING & SEALANTS SPECIFICATION

[illegible]

INTERIOR FINISH SCORE OF WORK

1. FOR KNOCKING OUT THE GROUND - The first thing to do is to knock out the ground. This is done by using a pickaxe or a shovel to dig out the ground around the hole. The ground should be dug out to a depth of about 1 foot.
2. FOR KNOCKING OUT THE GROUND - The second thing to do is to knock out the ground. This is done by using a pickaxe or a shovel to dig out the ground around the hole. The ground should be dug out to a depth of about 1 foot.
3. FOR KNOCKING OUT THE GROUND - The third thing to do is to knock out the ground. This is done by using a pickaxe or a shovel to dig out the ground around the hole. The ground should be dug out to a depth of about 1 foot.
4. FOR KNOCKING OUT THE GROUND - The fourth thing to do is to knock out the ground. This is done by using a pickaxe or a shovel to dig out the ground around the hole. The ground should be dug out to a depth of about 1 foot.

PAINT AND SEALING SCHEDULE

[illegible]

GENERAL
PROJECT NOTES:

[illegible]

STRAP NUMBER:
34-44-24-M3-15210P 0710

OWNING CLASSIFICATION:
(RESIDENTIAL, SMALL-BUSINESS, DUPLEX)
PROJECT ADDRESS:
10022 E. 12TH AVE.
NORTH HAVEN, CT 06460
PROPERTY DESCRIPTION:
PROJECT PARK, INC. 2.00 AC. 1001201A
OWNER:
LEE CONLEY HOLDING AUTHORITY
1410 LAURENCE BL. NEW
NORTH HAVEN, CT 06460

CODE COMPLIANCE

[illegible]

CODES IN EFFECT AT TIME OF CONSTRUCTION

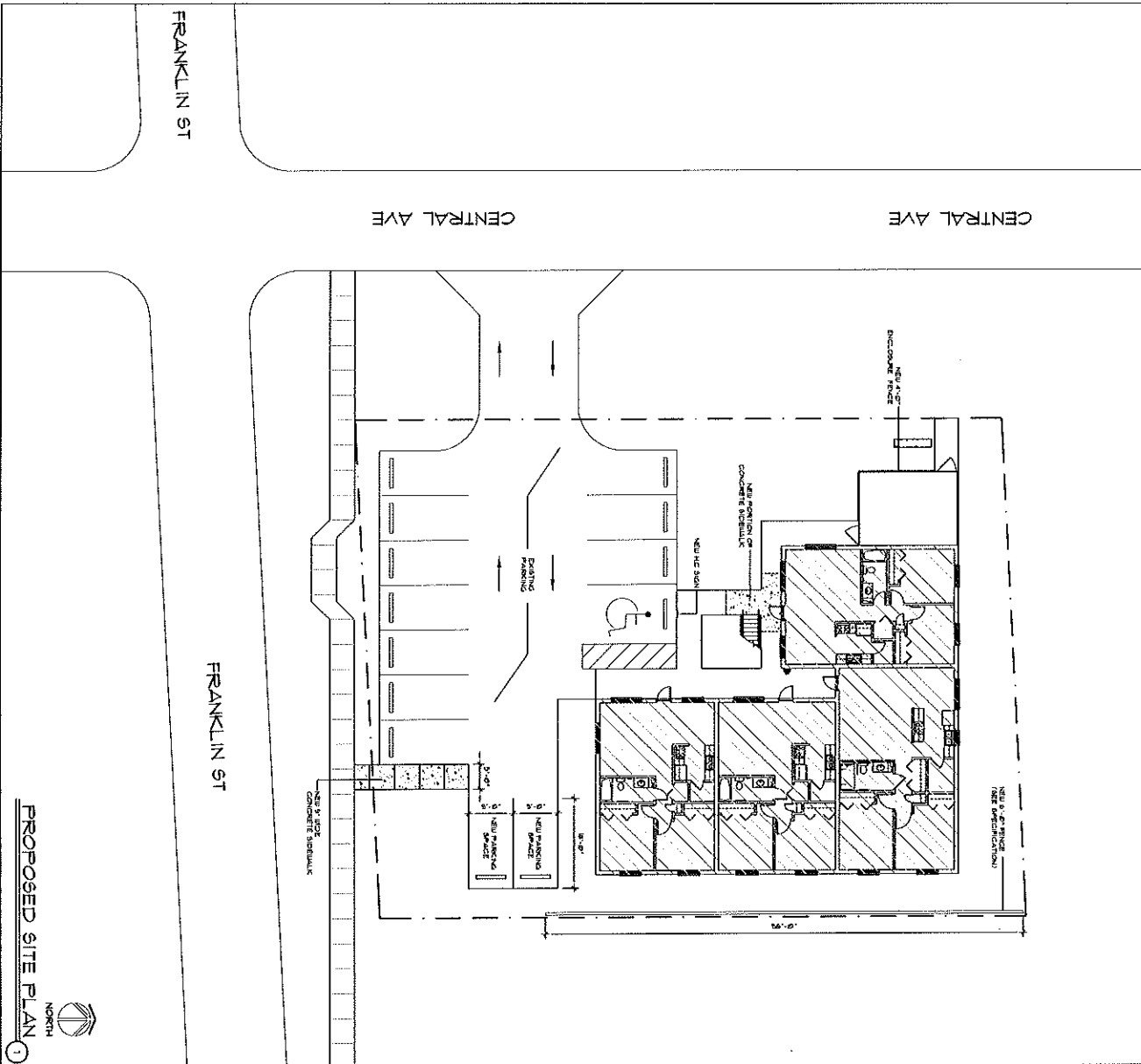
[illegible]

FLOOD ZONE:

1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819

GENERAL SYMBOLS

[illegible]



PROPOSED SITE PLAN



ARCHITECTURAL SITE PLAN NOTES

1. THE EXISTING SITE WORK, SCENE, AND SURROUNDINGS SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. ANY CHANGES TO THE EXISTING SITE WORK, SCENE, AND SURROUNDINGS SHALL BE APPROVED BY THE LOCAL GOVERNMENT.
2. THE EXISTING SITE WORK, SCENE, AND SURROUNDINGS SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. ANY CHANGES TO THE EXISTING SITE WORK, SCENE, AND SURROUNDINGS SHALL BE APPROVED BY THE LOCAL GOVERNMENT.
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CONCRETE SLAB TOP COATING SPECIFICATION

1. THE SLAB TOP COATING SHALL BE APPLIED TO ALL EXISTING CONCRETE SLAB TOPS THAT ARE IN CONTACT WITH THE GROUND OR WATER.
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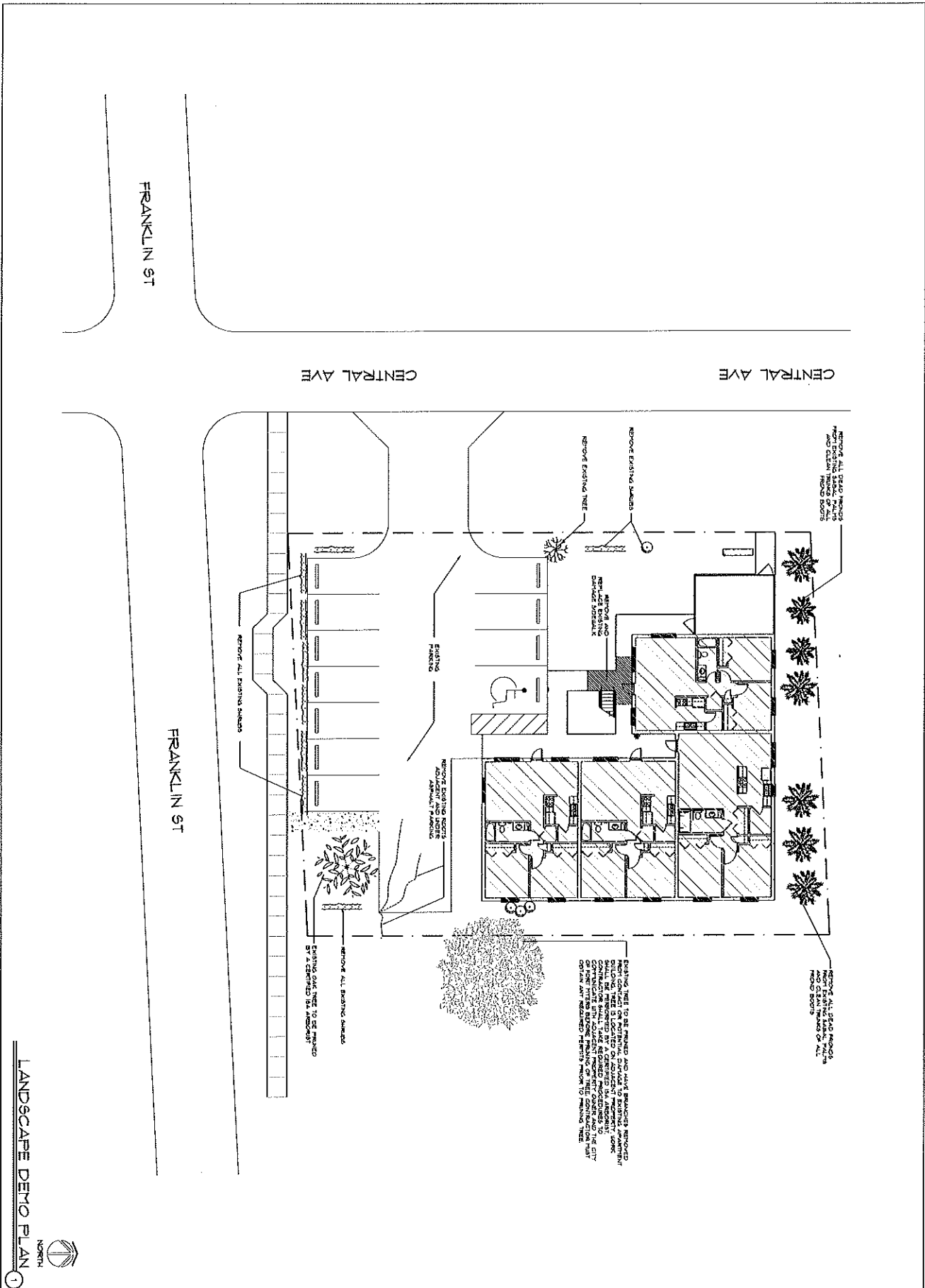
PROPERTY LINE FENCE / TRASH ENCLOSURE FENCE

1. THE PROPERTY LINE FENCE SHALL BE INSTALLED TO THE PROPERTY LINE.
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SEAL COAT AND STRIPE PARKING LOT

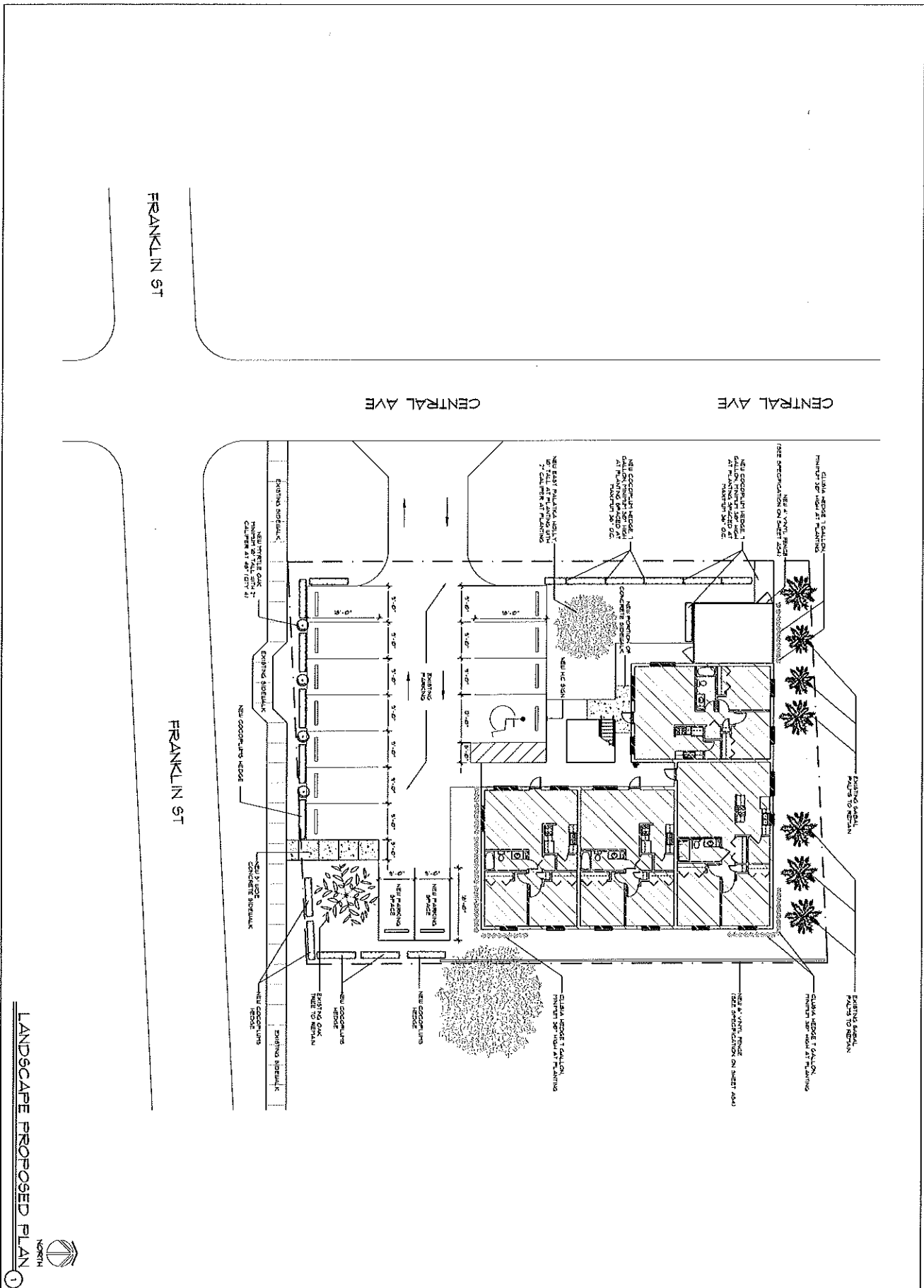
1. THE SEAL COAT SHALL BE APPLIED TO ALL EXISTING PAVEMENT SURFACES.
2. THE SEAL COAT SHALL BE APPLIED TO ALL EXISTING PAVEMENT SURFACES.
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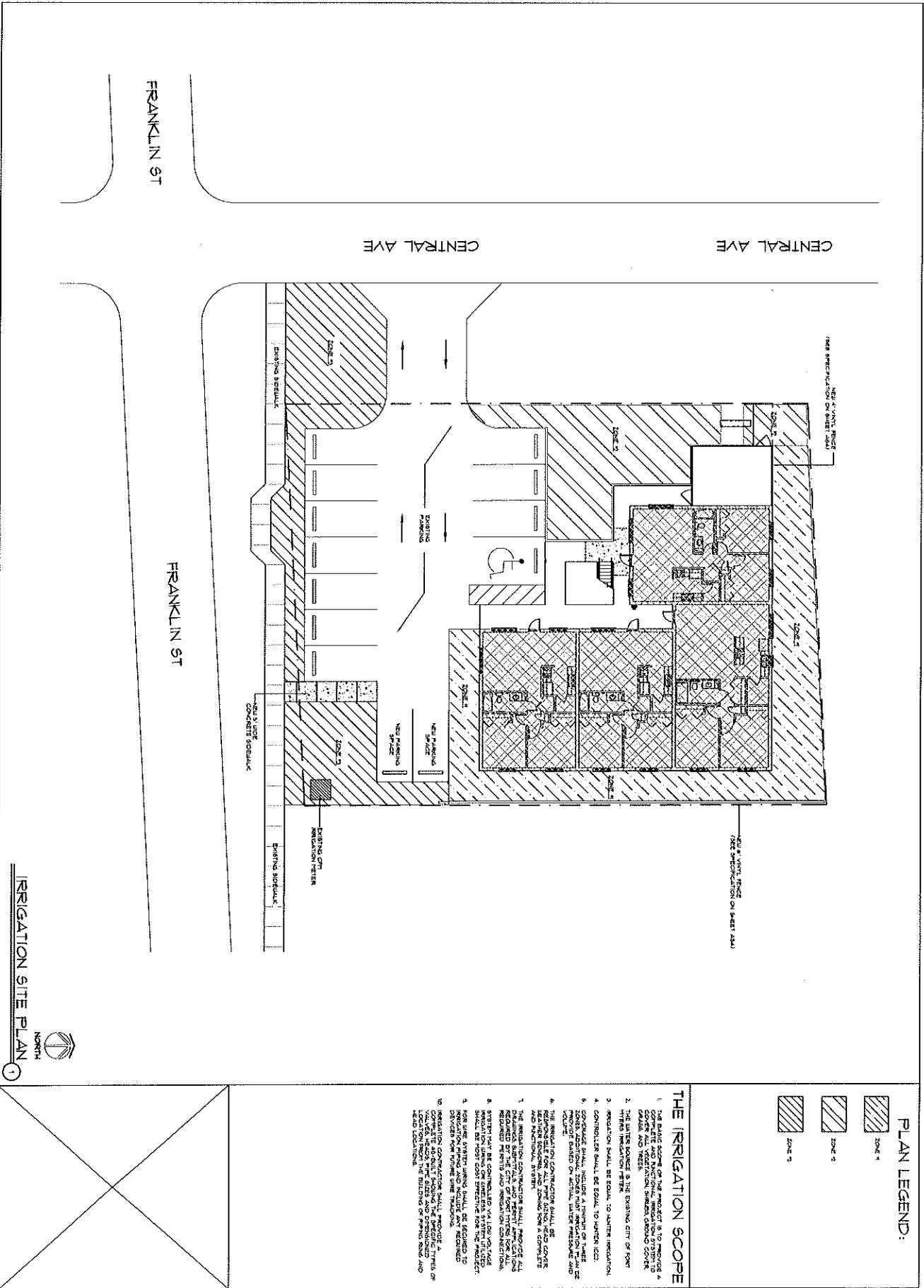
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LANDSCAPE DEMO PLAN







PLAN LEGEND:

- ZONE 1
- ZONE 2
- ZONE 3

THE IRRIGATION SCOPE

1. THE IRRIGATION SCOPE FOR THE PROJECT IS TO PROVIDE A COMPLETE IRRIGATION SYSTEM FOR ALL EXISTING AND NEW PLANTING AND TREES.
2. THE IRRIGATION SYSTEM IS THE EXISTING CITY OF FORT MYERS IRRIGATION SYSTEM.
3. IRRIGATION SHALL BE EQUAL TO EXISTING IRRIGATION.
4. CONTROLLER SHALL BE EQUAL TO EXISTING IRRIGATION.
5. IRRIGATION SHALL INCLUDE A MINIMUM OF THREE ZONES, ADDITIONAL ZONES MAY BE REQUIRED TO ACCOMMODATE ALL PLANTING AND TREES.
6. THE IRRIGATION CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE IRRIGATION SYSTEM.
7. THE IRRIGATION CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE IRRIGATION SYSTEM.
8. THE IRRIGATION CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE IRRIGATION SYSTEM.
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10. THE IRRIGATION CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE IRRIGATION SYSTEM.



EXISTING EXTERIOR WALL
EXISTING INTERIOR WALL
EXISTING WINDOW
EXISTING DOOR

EXISTING FIRST FLOOR PLAN / PLAN LEGEND

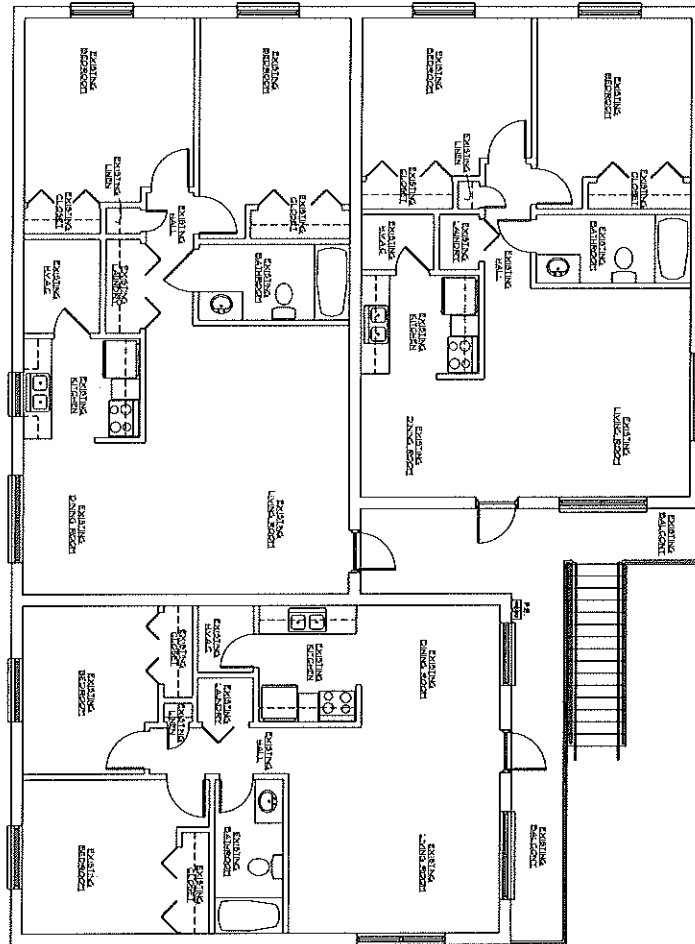
MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BLVD.
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3510
AR #0010283 / AR #0015235

A11

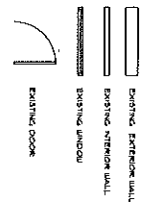
240
2004/2005/2006

PRELIMINARY
NOT FOR
CONSTRUCTION

257 MC



EXISTING SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



PLAN LEGEND:

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AN APARTMENT BUILDING RENOVATION FOR
LEE COUNTY HOUSING AUTHORITY
2415 CENTRAL AVE, FORT MYERS, LEE COUNTY,
FLORIDA 33901
EXISTING SECOND FLOOR PLAN / PLAN
LEGEND

MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BLVD.
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3510
AK 00012901 / AK 00015315

SHEET NO.
24018
A2

DATE
24018
NOVEMBER

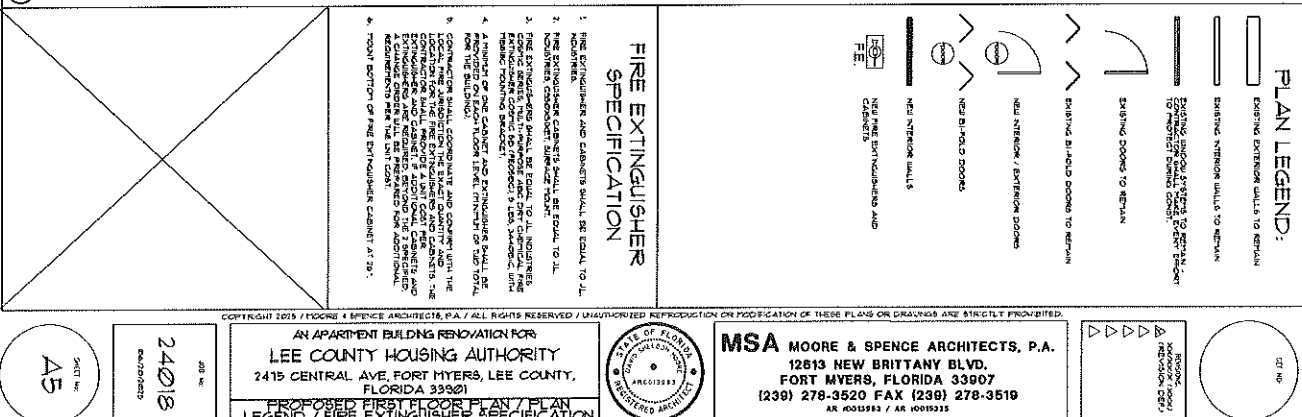
PROJECT
PHASE
CONSTRUCTION

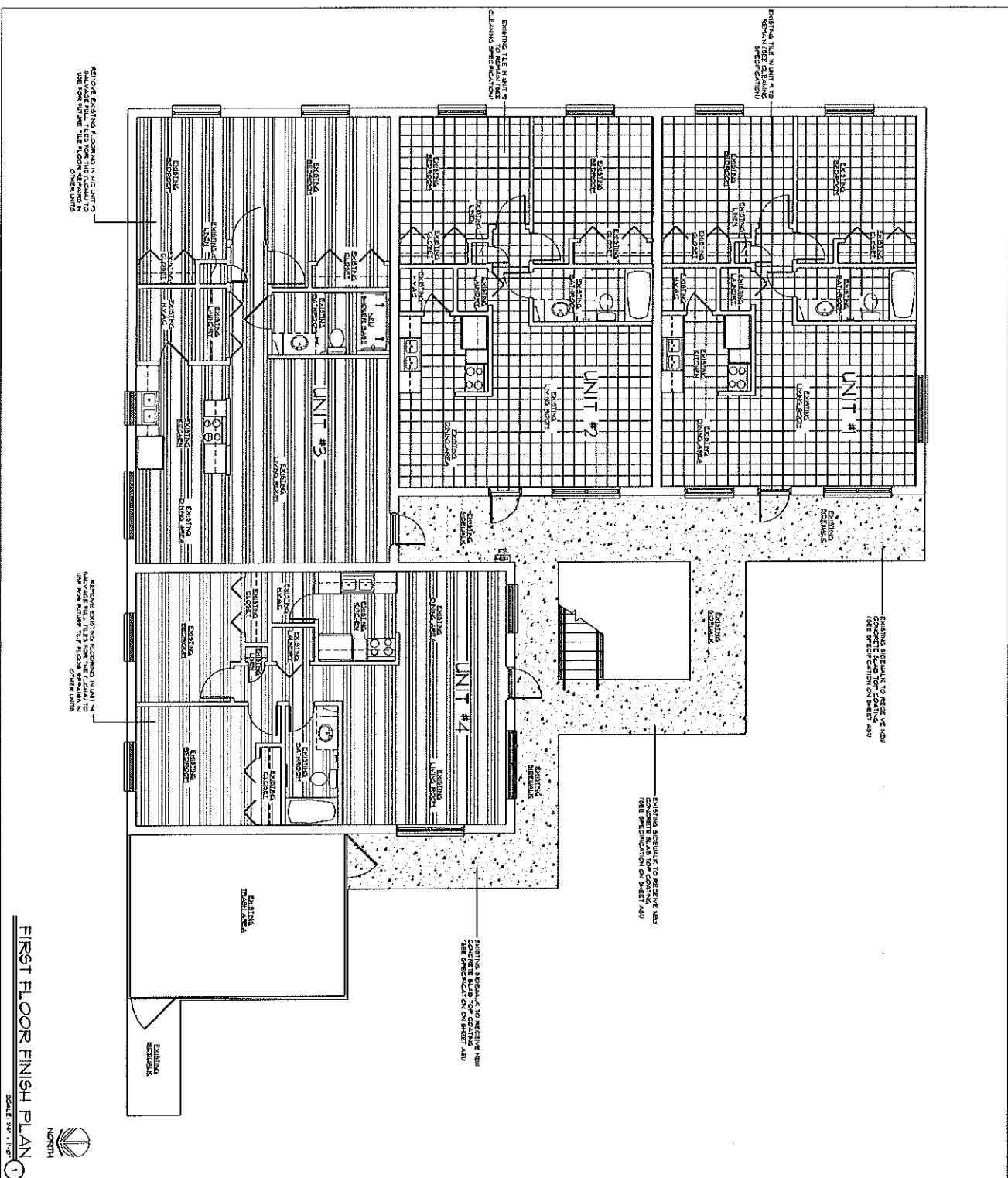
PROJECT
NO. (24018)
REVISION (001)

27 OF 36



Set by
A4





FLOOR FINISH LEGEND:



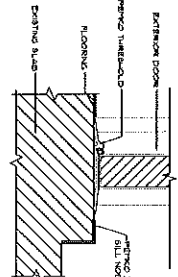
**LUXURY VINYL PLANK
FLOORING SPECIFICATION**

SLAB SHALL BE CLEAN, SMOOTH AND FREE FROM ALL DIRT AND DEBRIS. FLOORING SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND DIRECTIONS. CONTRACTOR IS TO INCLUDE ALL REQUIRED FLOOR PREPARATION AND LEVELING FOR FLOOR AREAS TO RECEIVE LAMINATE VINYL TILE.

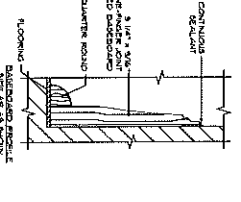
TILE FLOOR CLEANING SPECIFICATION

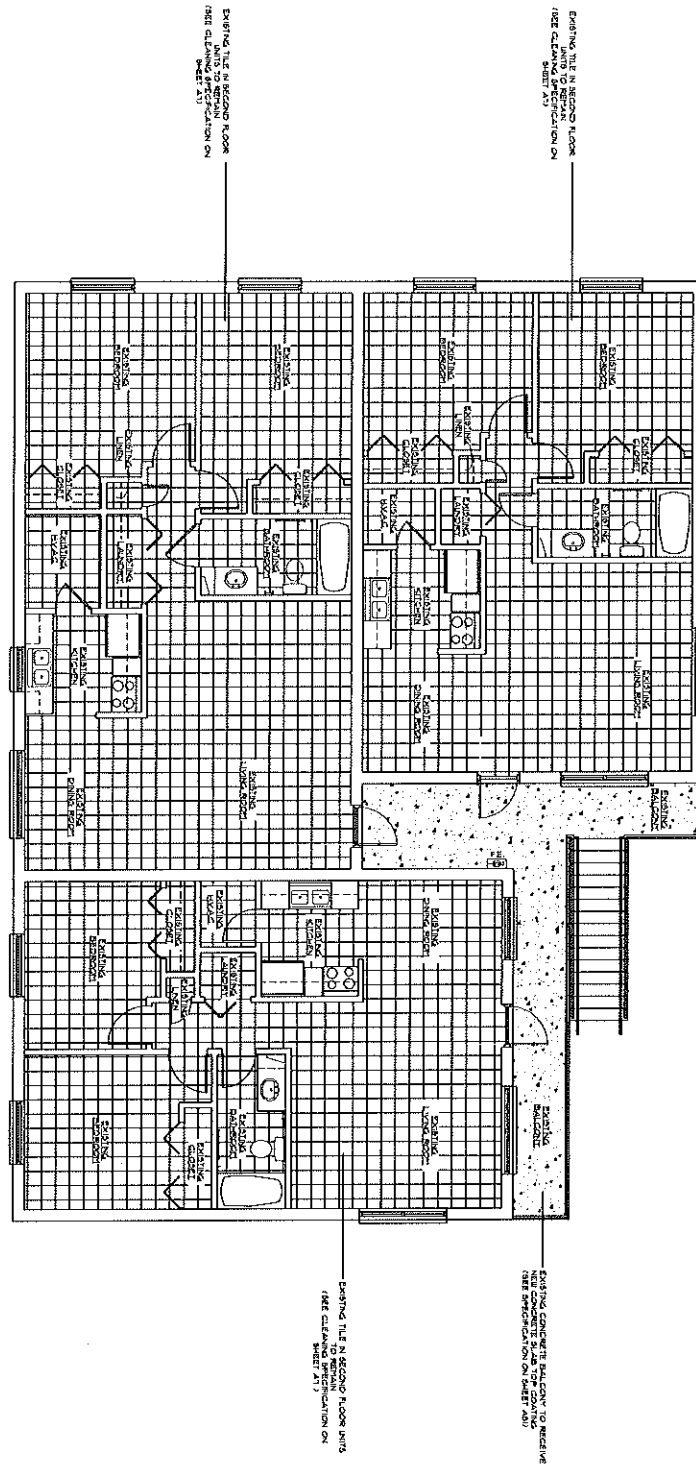
1. The following information was obtained from a review of the file of the above named subject, maintained by the Federal Bureau of Investigation, Department of Justice, Washington, D. C. and New York, New York, dated 11/15/54.
2. On 10/15/54, the New York Office advised that the above named subject had been arrested on 10/14/54, at New York, New York, on a charge of possession of a stolen automobile.
3. The New York Office advised that the above named subject had been arrested on 10/14/54, at New York, New York, on a charge of possession of a stolen automobile.
4. The New York Office advised that the above named subject had been arrested on 10/14/54, at New York, New York, on a charge of possession of a stolen automobile.
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THRESHOLD PROFILES

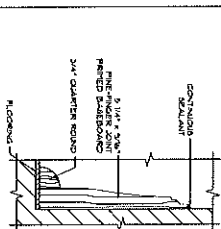
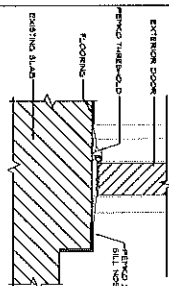
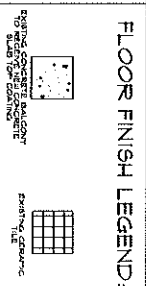


BASE PROFILES



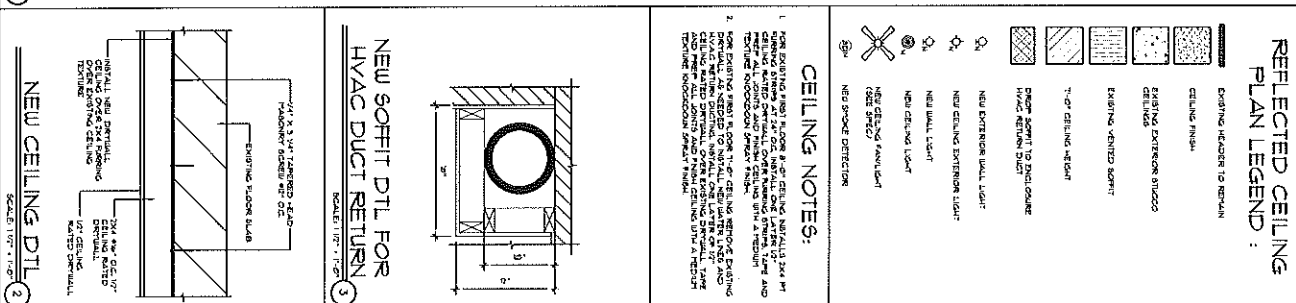
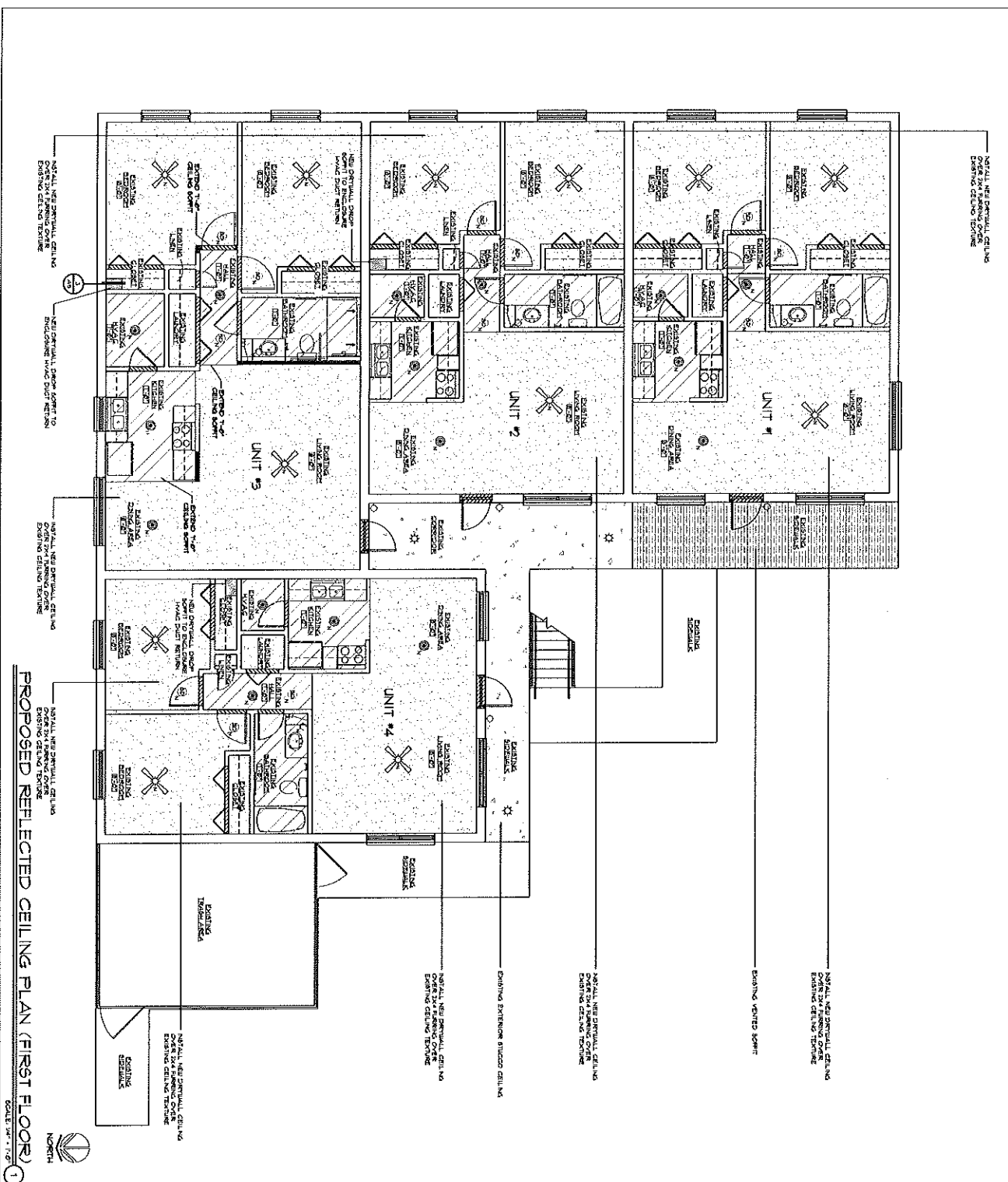


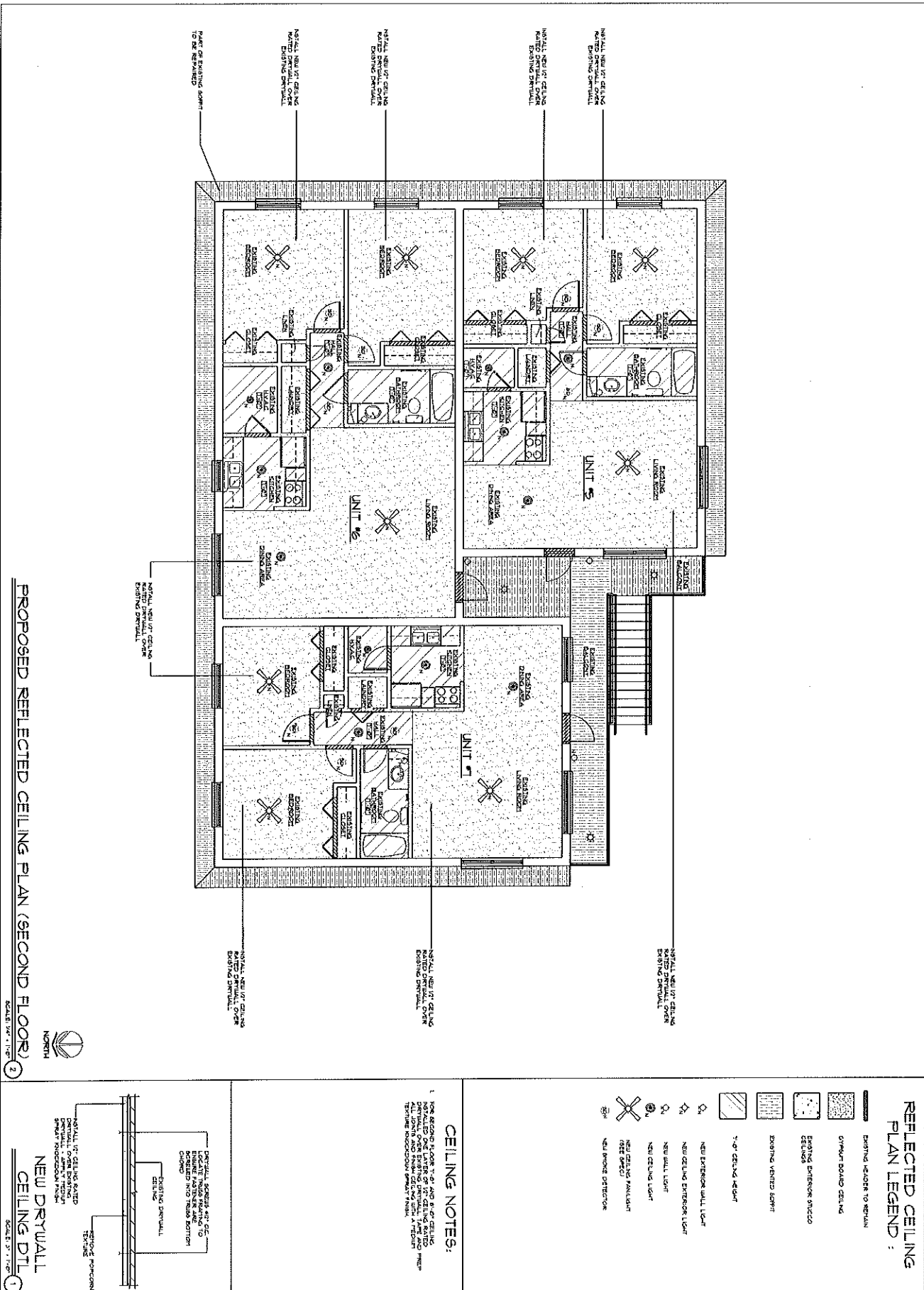
FINISH FLOOR PLAN (SECOND FLOOR)



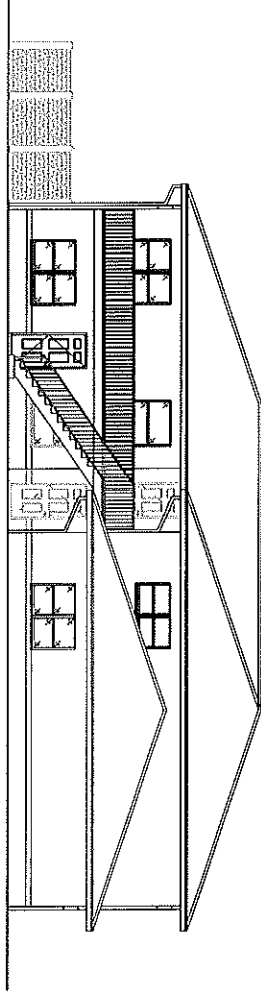
THRESHOLD PROFILES

BASE PROFILES
NO SCALE





உணர்வு



EXISTING SOUTH ELEVATION
 SCALE 3/8" = 1'-0"

SHEET NO.
 A13

DATE
 24018
 DRAWN BY
 JAC

AN APARTMENT BUILDING RENOVATION FOR
 LEE COUNTY HOUSING AUTHORITY
 2415 CENTRAL AVE, FORT MYERS, LEE COUNTY,
 FLORIDA 33901
 EXISTING BUILDING ELEVATIONS

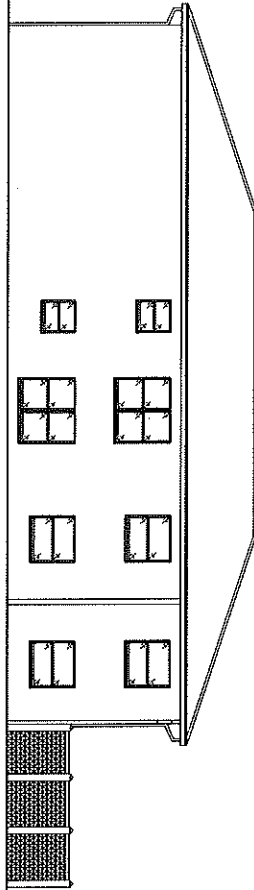


MSA MOORE & SPENCE ARCHITECTS, P.A.
 12613 NEW BRITTANY BLVD.
 FORT MYERS, FLORIDA 33907
 (239) 278-3520 FAX (239) 278-3519
 AA # 0005089

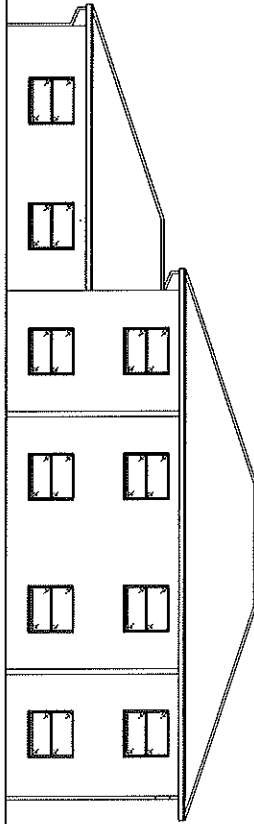
APPROVED
 FOR RECORD
 DATE

DATE
 05/25

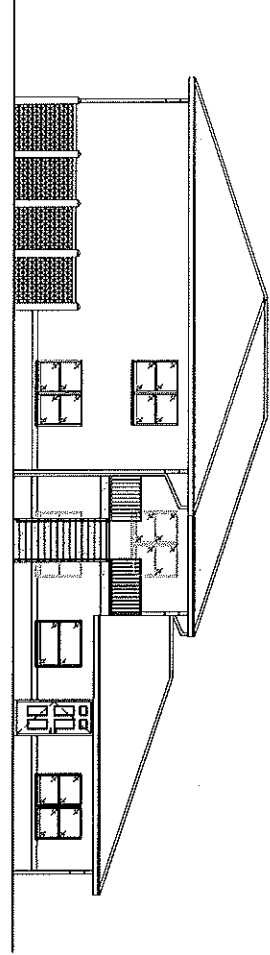
EXISTING NORTH ELEVATION
 SCALE 3/8" = 1'-0"



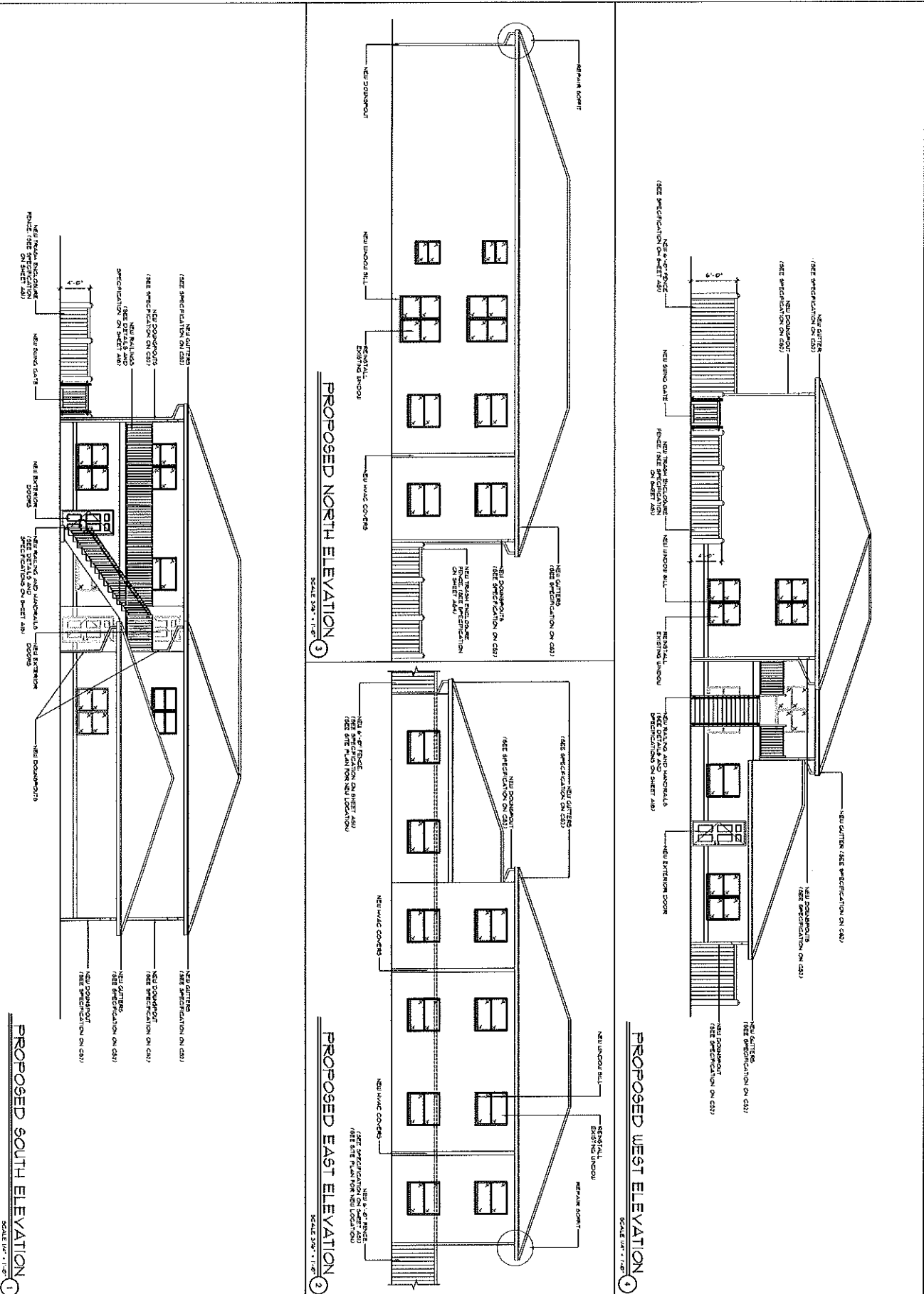
EXISTING EAST ELEVATION
 SCALE 3/8" = 1'-0"



EXISTING WEST ELEVATION
 SCALE 3/8" = 1'-0"







HÜD. SEVERE USE KITCHEN
CABINET SPECIFICATION;

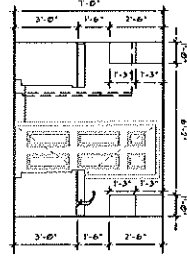
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APPLIANCE SCHEDULE

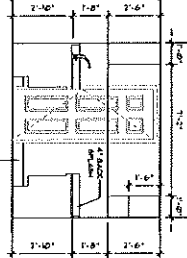
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RANGE BACKSLASH SPECIFICATION

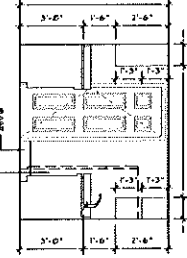
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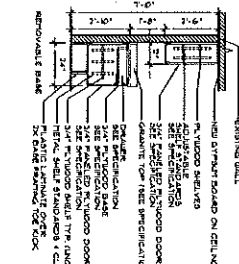
KITCHEN CABINET
ELEVATION (UNIT-4-7)



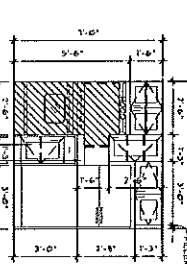
KITCHEN CABINET
EVALUATION (UNIT-H.C.)



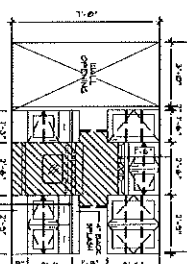
KITCHEN CABINET
EVALUATION (UNIT-1-2-5)



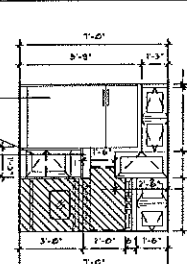
H.C. CABINET SECTION



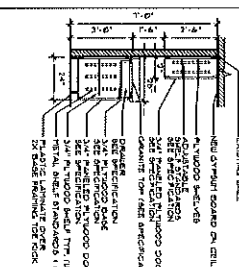
KITCHEN CABINET
ELEVATION (UNIT-4-7)



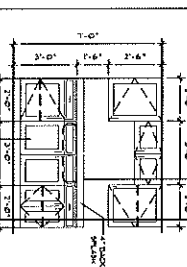
KITCHEN CABINET
ELEVATION (UNIT-H.C.)



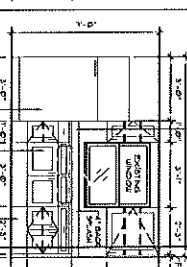
KITCHEN CABINE
ELEVATION (UNIT-1-2-5)



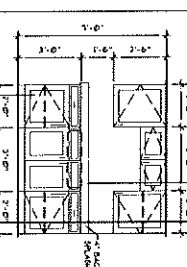
TOP CABINET SECTION
SCALE 3/8" = 1'-0"



KITCHEN CABINET
ELEVATION (UNIT-4-T)



**KITCHEN CABINET
ELEVATION (UNIT-HOOD)**



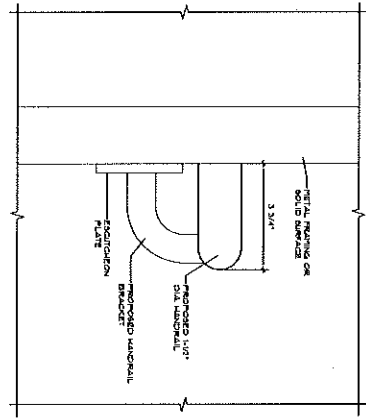
KITCHEN CABINET
ELEVATION (UNIT-1-2-3)

STANDARD GROUND FLOOR BALCONY AND STAIR RAILING SPECIFICATION (GENERAL)

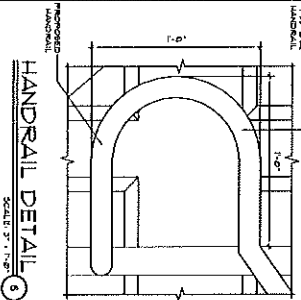
1. THE RAILING SYSTEM TO BE INSTALLED AT THE BALCONY AND STAIR RAILING SHALL BE TO THE FOLLOWING SPECIFICATIONS:
2. THE RAILING SYSTEM SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
3. THE RAILING SYSTEM SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
4. THE RAILING SYSTEM SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
5. THE RAILING SYSTEM SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
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7. THE RAILING SYSTEM SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
8. THE RAILING SYSTEM SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
9. THE RAILING SYSTEM SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
10. THE RAILING SYSTEM SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:

RAILING GENERAL NOTES:

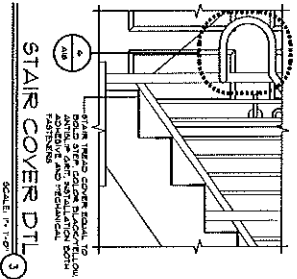
1. ALL GROUND FLOOR STAIRS AND BALCONIES SHALL BE TO THE FOLLOWING SPECIFICATIONS:
2. ALL HANDRAILS SHALL BE LOCATED AT STAIRS AND BALCONIES SHALL BE 36" HIGH.
3. NOT RECESSED.
4. HANDRAILS SHALL NOT ALLOW A SPAN OF 4' IN ANY DIRECTION TO PASS BETWEEN POSTS AND RAILS.
5. THE RAILING SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
6. THE RAILING SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
7. THE RAILING SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
8. THE RAILING SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
9. THE RAILING SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:
10. THE RAILING SHALL BE INSTALLED TO THE FOLLOWING SPECIFICATIONS:



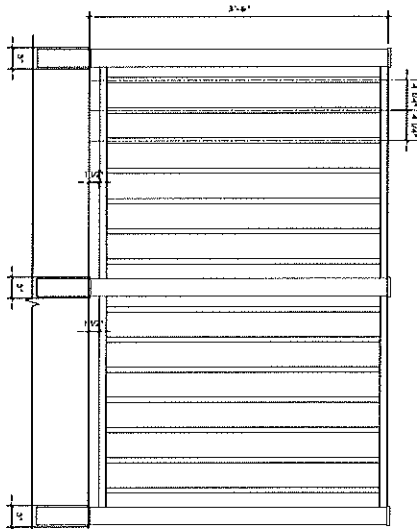
HANDRAIL DETAIL
SCALE 1/2" = 1'-0"



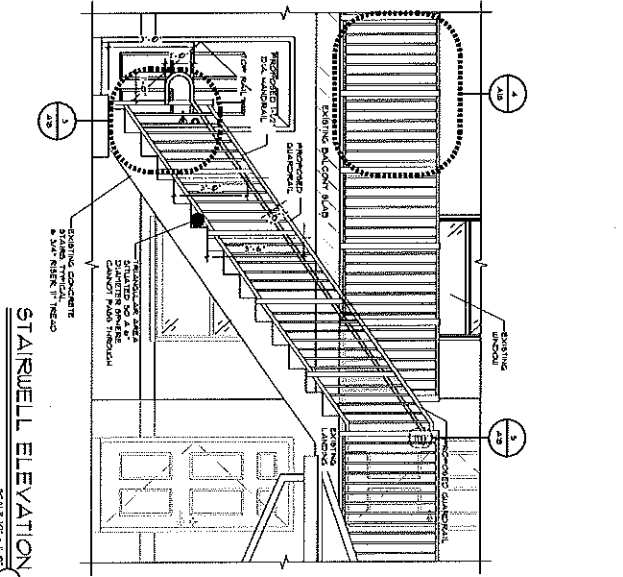
HANDRAIL DETAIL
SCALE 1/2" = 1'-0"



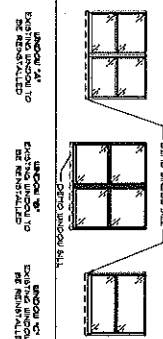
STAIR COVER DETAIL
SCALE 1/2" = 1'-0"



BALCONY RAILING FRONT ELEVATION
SCALE 1/2" = 1'-0"



STAIRWELL ELEVATION
SCALE 1/2" = 1'-0"



EXISTING WINDOW SCHEDULE					
ID	TYPE	ELEV.	DETAILS		
			HEAD	JAMB	SILL
1	DOUBLE HUNG	A	3'-0" x 4'-0" (HEAD)	3	1
2	DOUBLE HUNG	B	3'-0" x 4'-0" (HEAD)	3	1
3	DOUBLE HUNG	C	4'-0" x 4'-0"	3	1

EXISTING WINDOW ELEVATIONS

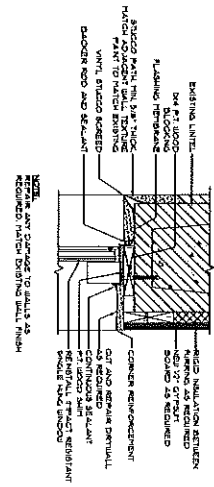
WINDOW BLIND SPEC:

1. BLINDS SHALL BE EQUAL TO SHUTTER COMPART 17 BLINDS.
2. BLINDS SHALL BE SIZED AND INSTALLED UNDER THE WINDOW.
3. BLIND OPERATION SHALL BE COMPLETED BY SHUTTER AND TILT.
4. 3" STROKED VALANCE.
5. BLINDS SHALL HAVE STROKED BACK SLATS.
6. BLINDS SHALL BE SELECTED BY OWNER FROM STANDARD LINE.
7. THE WINDOW LOCATION LOCATIONS OF THE BLINDS SHALL BE DETERMINED BY THE WINDOW LOCATION.
8. BLINDS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTALLATION GUIDE.
9. BLINDS SHALL BE CUSTOM SIZED TO FIT THE WINDOW.
10. BLINDS SHALL BE OPERATED FROM A PLACING DEVICE AND VENTILATION.

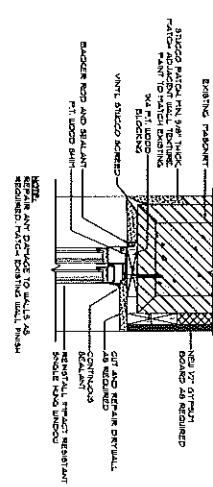
PRE-CAST SILL SPEC:

1. A PRE-CAST CONCRETE SILL SHALL BE PROVIDED AT EACH WINDOW HEAD AND SILL.
2. THE SILL SHALL BE 4" THICK AND 12" WIDE.
3. THE SILL SHALL BE 12" LONG AND 12" HIGH.
4. THE SILL SHALL BE 12" LONG AND 12" HIGH.
5. THE SILL SHALL BE 12" LONG AND 12" HIGH.
6. THE SILL SHALL BE 12" LONG AND 12" HIGH.
7. THE SILL SHALL BE 12" LONG AND 12" HIGH.
8. THE SILL SHALL BE 12" LONG AND 12" HIGH.
9. THE SILL SHALL BE 12" LONG AND 12" HIGH.
10. THE SILL SHALL BE 12" LONG AND 12" HIGH.

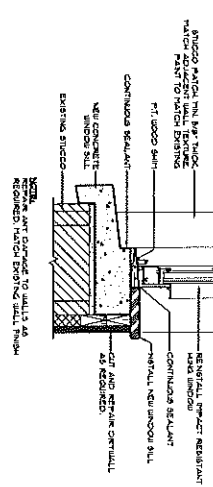
SINGLE HUNG WINDOW HEAD DETAIL

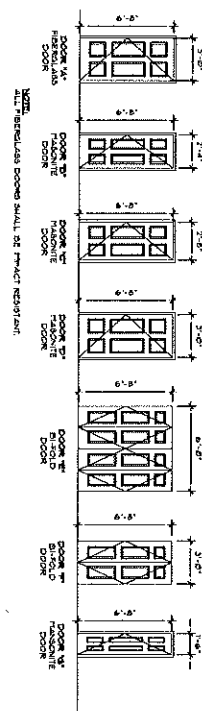


SINGLE HUNG WINDOW JAMB DETAIL



SINGLE HUNG WINDOW SILL DETAIL





ALUMINUM
THRESHOLD SPEC

- [illegible]



DOOR ELEVATIONS

THRESHOLD PROFILE

THE RICH BURNS BOOKS SHOP, 19, MILLBURN

2. TEXTURED COLONIES & PANELS: FIBRO-GLASS SOLID CORE WITH NAIP, 1 1/2" THICK DOORS SHALL BE FIELD PREPARED FOR ALL HAND WARE FOR USE WITH EXISTING DOOR FRAMES.
3. INTERIOR BLIND DOORS SHALL BE EQUAL TO FIELD-UPPER THICK DOORS. SOLID CORE WITH NAIP, 1 1/2" THICK DOORS SHALL BE FIELD PREPARED FOR USE WITH EXISTING DOOR FRAMES.

EXTERIOR DOOR SPEC.

- [illegible]

DOOR NUMBER SPEC:

- DOOR # SMALL SHALL RECEIVE A NEW DOOR VIEWER EQUAL TO INNOVATIVE PRODUCTS, INC. DOOR SCOUT MODEL. DOOR #2 AND PLASTIC BOOT BRONZE VILIER SHALL #1 A 1/8" TO 3/8" DOOR INSTALLATION SHALL BE PER ALL MANUFACTURERS INSTRUCTIONS AND SPECIFICATIONS.

INTERIOR HARDWARE LIST:

- REAR DOOR HINGES
- HARDWARE BRASS 4" X 4"
- SCREW -
REAR DOOR HANDLARS
- REAR DOOR HANDLARS STEEL
- HARDWARE STAINLESS
- HARDWARE

EXTERIOR HARDWARE LIST:

- EXTENSION DOOR UNITS • BY DOOR SUPPLIER
SEE EXTENSION DOOR AND
LEAFER DOOR UNITS
- DEADBOLTS • SCHLAGE (SEE SPEC)
• SCHLAGE (SEE SPEC)
• PINO 1009AT
- DOOR BOTTOMS • PERFECT TRACK
FINISH DARK BRONZE AND

APPENDIX A

- BEDROOM DOOR / BATHROOM DOOR
-
- 1/12 PINE BUILT INCHES
-
- 1 LEVER SET - PRIVACY - 3403 / F716
-
- 1 WALL OUTLET

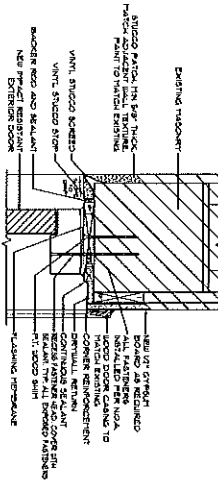
HARDWARE SCHEDULE:

- 1/11/1
 EXTERIOR DOOR - FRONT ENTRY DOOR
 HINGED, MOUNTED WITH DOOR
 1 - 1/2" x 36" - PASADENA - 6/20 / 5/16
 1 - DEAD BOLT - 6/20/2000 / 1/16/02
 1 - DOOR VIBRATOR
 1 - DOOR BOTTOM
 1 - 1/2" x 36" x 1/2"

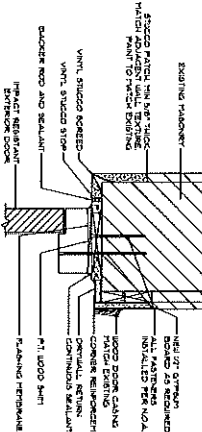
INTERIOR DOOR HARDWARE SPEC

LEAKS HANDS: POOR HANDS SHALL BE EQUAL TO
POORLY TO BEETS AND FLAT TIEET OR EXCETED A443
REPAIRS OR CAUSE: STRECHING AND OPERATION
REPAIRS: HANDS SHALL BE PLAIN X 44.

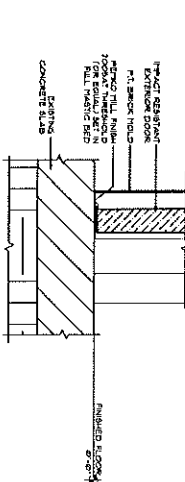
EXTERIOR DOOR HARDWARE SPEC:

[illegible]

EXTERIOR DOOR HEAD DETAIL



EXTERIOR DOOR JAMB DETAIL



EXTERIOR DOOR THRESHOLD DETAIL

FIRST FLOOR DOOR SCHEDULE

DOOR NO.	DOOR TYPE	SIZE (mm)	MTL TYPE	OFF. M.S.			MANUFACT. REF.	REMARKS
				W.D.	THICK.	HT.		
001	W.D.	3'-0" X 6'-6"	W.D.	3	2	1	W.D.	SET EXTENSION DOOR SPEC. / UNIT 1
002	W.D.	3'-0" X 6'-6"	W.D.	3	2	1	W.D.	SET EXTENSION DOOR SPEC. / UNIT 2
003	W.D.	3'-0" X 6'-6"	W.D.	3	2	1	W.D.	SET EXTENSION DOOR SPEC. / UNIT 3
004	W.D.	3'-0" X 6'-6"	W.D.	3	2	1	W.D.	SET EXTENSION DOOR SPEC. / UNIT 4
005	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 1
006	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 2
007	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 3
008	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 4
009	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 5
010	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 6
011	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 7
012	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 8
013	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 9
014	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 10
015	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 11
016	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 12
017	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 13
018	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 14
019	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 15
020	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 16
021	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 17
022	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 18
023	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 19
024	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 20
025	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 21
026	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 22
027	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 23
028	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 24
029	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 25
030	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 26
031	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 27
032	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 28
033	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 29
034	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 30
035	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 31
036	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 32
037	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 33
038	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 34
039	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 35
040	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 36
041	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 37
042	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 38
043	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 39
044	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 40
045	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 41
046	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 42
047	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 43
048	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 44
049	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 45
050	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 46
051	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 47
052	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 48
053	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 49
054	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 50
055	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 51
056	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 52
057	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 53
058	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 54
059	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 55
060	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 56
061	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 57
062	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 58
063	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 59
064	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 60
065	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 61
066	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 62
067	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 63
068	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 64
069	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 65
070	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 66
071	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 67
072	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 68
073	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 69
074	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 70
075	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 71
076	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 72
077	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 73
078	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 74
079	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 75
080	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 76
081	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 77
082	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 78
083	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 79
084	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 80
085	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 81
086	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 82
087	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 83
088	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 84
089	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 85
090	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 86
091	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 87
092	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 88
093	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 89
094	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 90
095	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 91
096	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 92
097	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 93
098	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 94
099	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 95
100	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 96
101	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 97
102	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 98
103	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 99
104	W.D.	3'-0" X 6'-6"	W.D.	-	-	-	W.D.	SET INTERIOR DOOR SPEC. / UNIT 100

SECOND FLOOR DOOR SCHEDULE

SECOND FLOOR DOOR SCHEDULE									
DOOR NO.	DOOR TYPE	ELEV.	6022 (PLAN)	RTG TYPE	DETAILS			SCHED. NO.	REMARKS
					WALL	JOIST	FINISH		
101	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
102	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
103	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
104	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
105	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
106	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
107	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
108	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
109	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
110	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
111	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
112	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
113	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
114	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
115	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
116	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
117	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
118	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
119	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
120	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC
121	NLS	2 nd	3'-0" x 6'-8"	SLD	3	2	1	101-1	NET INTERIOR DOOR SPEC



LIGHT FIXTURE SCHEDULE - ALL UNITS

1. ALL LIGHTS SHALL BE ENERGY STAR RATED.
2. FIXTURES CAN BE SUBSTITUTED UPON APPROVAL FOR FIXTURES WITH SIMILAR STYLE, LIGHT OUTPUT AND COLOR.

THE ELECTRICAL DEPARTMENT WORK SHALL BE AS FOLLOWS:

- [illegible]

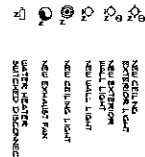
[illegible]

1. THE ELECTRICAL CONNECTION SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE, THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, AND THE LOCAL ORDINANCES. THE ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NFPA 70, AND THE LOCAL ORDINANCES.
2. THE INSTALLATION OF THE SYSTEM SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NFPA 70, AND THE LOCAL ORDINANCES. THE ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NFPA 70, AND THE LOCAL ORDINANCES.
3. THE CODES REFERENCED IN THE PREVIOUS INSTALLATION SHALL BE THE LATEST EDITIONS. THE ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NFPA 70, AND THE LOCAL ORDINANCES.
4. THE ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NFPA 70, AND THE LOCAL ORDINANCES. THE ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NFPA 70, AND THE LOCAL ORDINANCES.
5. THE ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NFPA 70, AND THE LOCAL ORDINANCES. THE ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NFPA 70, AND THE LOCAL ORDINANCES.



LIGHT FIXTURE SCHEDULE - ALL UNITS			
LOCATION	MANUFACTURER	MODEL NUMBER	
1	CELL TOWER	LINEUSA	QUAD DOME SPOTW/1500 1/15/03
2	CELL TOWER	PROCEDES	PROCEDEX-BLACK
3	STATION TOWER	CONTRAIL ELECTRIC	CONTRAIL-2700
4	INDUS. WAREHOUSE - COLUMBIA/1040	CONTRAIL ELECTRIC	CONTRAIL-2700
5	INDUS. WAREHOUSE - COLUMBIA/1040	CONTRAIL ELECTRIC	CONTRAIL-2700
6	DINING - COLUMBIA	CONTRAIL ELECTRIC	CONTRAIL-2700
7	LOBBY - COLUMBIA	CONTRAIL ELECTRIC	CONTRAIL-2700
8	MEAL - COLUMBIA	CONTRAIL ELECTRIC	CONTRAIL-2700

LIGHTING PLAN LEGEND



2. FIXTURES CAN BE SUBSTITUTED UPON APPROVAL FOR FIXTURES WITH DIFFERENT TYPE, LUMEN OUTPUT AND COLOR.

SMOKE DETECTOR SPEC.

1. 2010年10月1日起，凡在中华人民共和国境内销售货物或者提供加工、修理修配劳务以及进口货物的单位和个人，均应按照《中华人民共和国增值税暂行条例》及实施细则缴纳增值税。

[illegible]

DOORWELL SPEC

WAVE A FROM THE STAIRS

[illegible]

CEILING FAN SPEC:












1. CHINA ROAD BUILDING PROJECTS:
2. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT
3. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT
4. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT
5. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT
6. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT
7. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT
8. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT
9. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT
10. CHINA ROAD FOR ALL AND BUILDING TO COUNTERACT

BATHROOM EXHAUST FAN:

2. THE NEW DOWNSIDE FAN SHALL BE A COMBINATION FAN AND LIGHT. THE FAN AND LIGHT SHALL BE OPERATED TOGETHER USING THE EXISTING FAN CONTROL SWITCH.
3. THE DOWNSIDE FAN/LIGHT SHALL BE ISSUED TO MAINTENANCE DEPARTMENT FOR CHOICE OF, AND WITH A 3 MONTH DEMO TRIAL PERIOD. RECORDED.



LEGEND

- | | |
|---|---------------------|
|  | NEW DOOR DETECT |
|  | NEW DOOR BELL SW |
|  | NEW 16VOLT DOW-E |
|  | NEW COMBUST FUEL T |
|  | 16 VOLT DIAPHR AG |
|  | EXOTING 228 VOLT T |
|  | TO REMAIN / NO CHA |
|  | EXISTING ELECTRICAL |
|  | NEW PHONE DATA |
|  | NEW TV DATA |
|  | NEW EXHAUST PAN |

POWER PLAN NOTES

1. REFERENCE ALL EXISTING DIMENSION OUTLETS AND ALL OUTLETS WITH NEW DEVICES AND DIMENSION TO EARTH 3 AND 4 IN THE FOLLOWING MANNER: REPAIR OR REPLACE ALL EXISTING OUTLET LOCATIONS WITH NEW OUTLET DEVICES TO MEET EARTH 3 AND 4. THE ELECTRICAL DECORATION OUTLET COLOR SHALL BE WHITE.
2. THE EXISTING DIMENSION AND SPACE MAY OUTLETS CAN REMAIN AS DIMENSIONS REQUIRED.

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AN APARTMENT BUILDING RENOVATION FOR
LEE COUNTY HOUSING AUTHORITY
2415 CENTRAL AVE, FORT MYERS, LEE COUNTY,
FLORIDA 33901

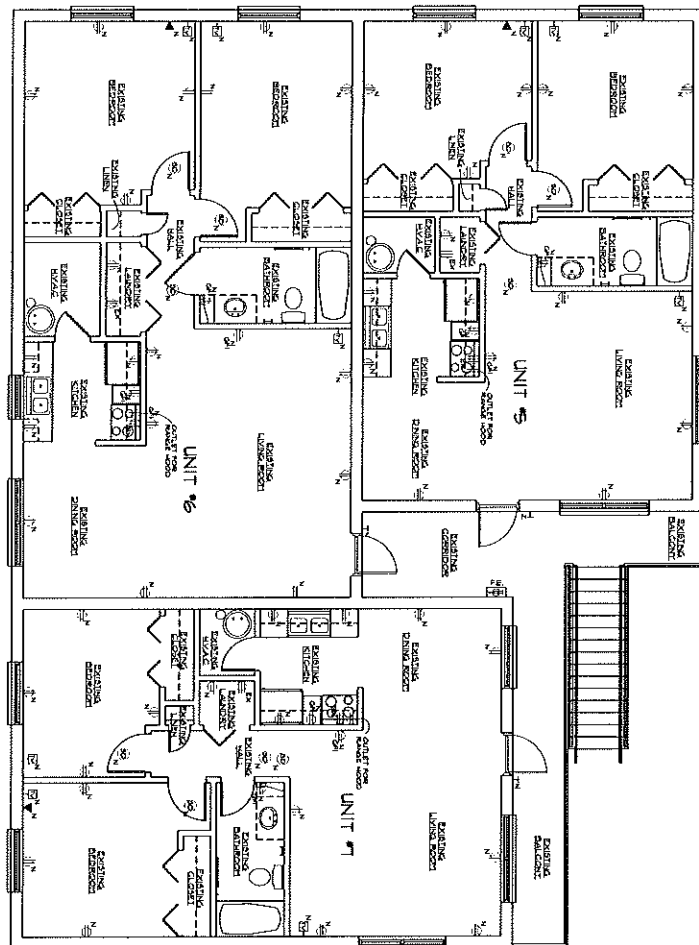


MSA MOORE & SPENCE ARCHITECTS, P.A.
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FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3519
AR #00138932 / AR #0015335

270 Mc:
24018
4067070

173
2005

54



PROPOSED POWER PLAN (SECOND FLOOR)

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

POWER PLANT
LEGEND

- [illegible]

POWER PLAN NOTES

1. **RENTAL CAR:** ALL EXISTING COMPLEX CITIES AND 21 CITIES WITH NEW DEVELOPS AND COMPLEX CITIES TO EIGHT IS 40% OF RESIDENTIAL DECORATIONS CITIES WITH GRAND REPAIRS. ALL EXISTING OR CITIES LOCATIONS WITH NEW OR CITIES AND COMPLEX CITIES TO EIGHT IS 40% OF 120000 REPAIRS AND CITIES LOCATIONS WITH NEW DECORATIONS CITIES CITIES SHALL BE CITIES.
2. **THE EXISTING DRIVEWAY AND EXISTING 2100 CITIES CAN REMAIN AND CITIES REQUIRED.**

AN APARTMENT BUILDING RENOVATION FOR
LEE COUNTY HOUSING AUTHORITY
CENTRAL AVE, FORT MYERS, LEE COUNTY,
FLORIDA 33901

PROPOSED POWER PLAN (SECOND FLOOR)

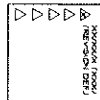


MSA MOORE & SPENCE ARCHITECTS, P.A.
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(239) 278-3520 FAX (239) 278-3519
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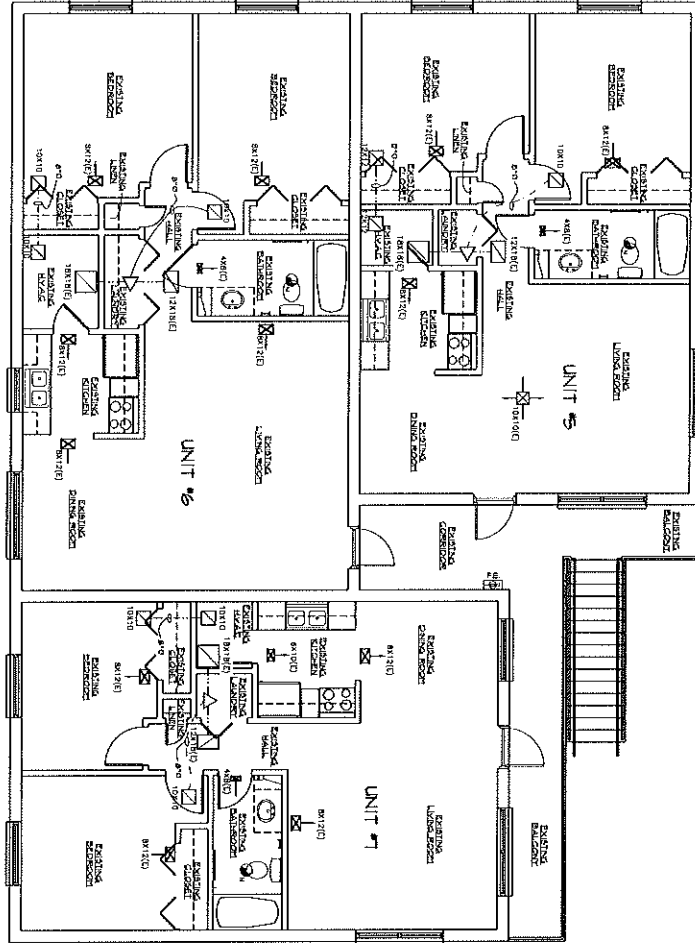
24018

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11







PROPOSED HVAC PLAN (SECOND FLOOR)

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



MECHANICAL PLAN LEGEND

- EXISTING SUPPLY GRILL
BY APPROX. DUCT SIZE
- EXISTING EXHAUST GRILL
BY APPROX. DUCT SIZE
- EXISTING RETURN GRILL
BY APPROX. DUCT SIZE
- NEW SUPPLY GRILL
BY APPROX. DUCT SIZE
- NEW RETURN GRILL
BY APPROX. DUCT SIZE
- NEW EXHAUST GRILL
BY APPROX. DUCT SIZE
- NEW EXHAUST FAN

BATHROOM EXHAUST FAN:

- REMOVE AND REINSTALL NEW EXHAUST FAN IN EACH BATHROOM
- NEW EXHAUST FAN SHALL BE INSTALLED IN EACH BATHROOM
- NEW EXHAUST FAN SHALL BE INSTALLED IN EACH BATHROOM
- NEW EXHAUST FAN SHALL BE INSTALLED IN EACH BATHROOM

DRYER EXHAUST VENT CLEANING

- THE EXHAUST VENT SHALL BE CLEANED AND MAINTAINED
- THE EXHAUST VENT SHALL BE CLEANED AND MAINTAINED
- THE EXHAUST VENT SHALL BE CLEANED AND MAINTAINED

HVAC SYSTEM DUCT CLEANING

- ALL EXISTING HVAC SYSTEMS SHALL BE CLEANED AND MAINTAINED
- ALL EXISTING HVAC SYSTEMS SHALL BE CLEANED AND MAINTAINED
- ALL EXISTING HVAC SYSTEMS SHALL BE CLEANED AND MAINTAINED

BATHROOM EXHAUST FAN:

- REMOVE AND REINSTALL NEW EXHAUST FAN IN EACH BATHROOM
- NEW EXHAUST FAN SHALL BE INSTALLED IN EACH BATHROOM
- NEW EXHAUST FAN SHALL BE INSTALLED IN EACH BATHROOM
- NEW EXHAUST FAN SHALL BE INSTALLED IN EACH BATHROOM





WORK

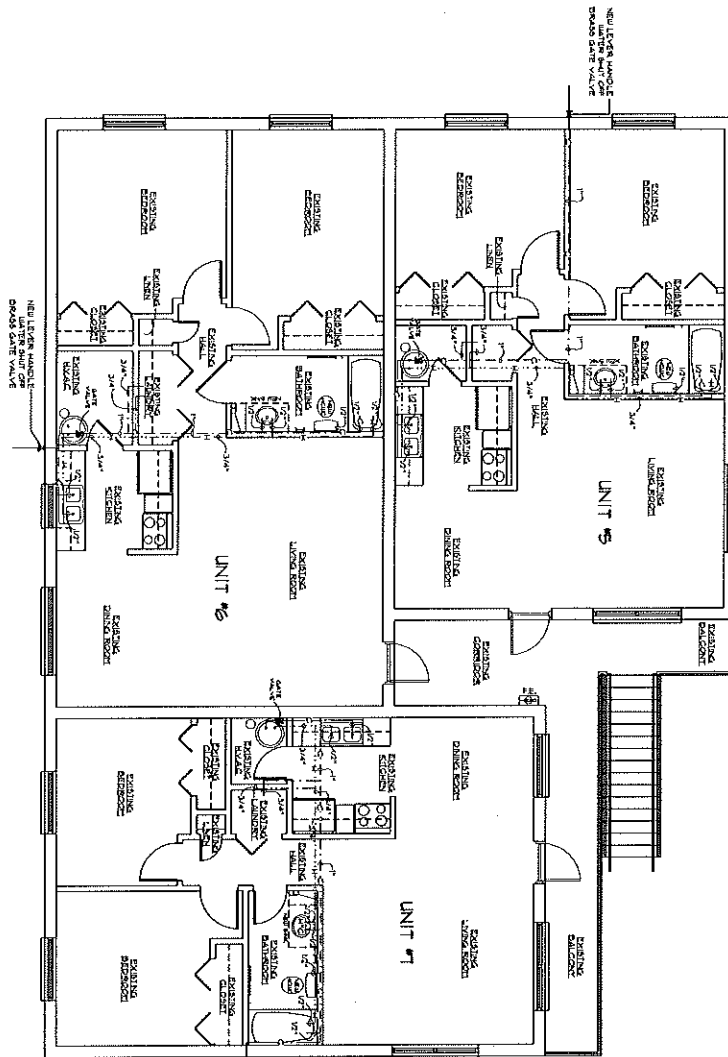
SCHEDULE

1. REPLACE EXISTING HOT AND COLD WATER SUPPLY PIPING WITH THE LATEST AVAILABLE VALVE, FLANGES AND FITTINGS. THE LATEST AVAILABLE VALVE, FLANGES AND FITTINGS ARE: WATER-WATERING ETC. FOR A COMPRESSOR, WATER-WATERING ETC. FOR THE INTERIOR OF EACH UNIT, THE SCOPES INCLUDED HEREIN, AND THE EXTERIOR SHALL USE VALVE WITH A NEW BANGS AND BOEHRER LETTERS AND CO. 3/4" VALVE.
2. REPLACE BALANCE VALVE, AIR AND PUMP, TIGHTEN, CLEAN, AND PAINT, AND WATER TIGHTEN IN ALL UNITS.

- [illegible]

PLUMBING NOTES AND SPECIFICATIONS

- [illegible]



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

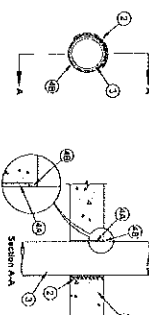


PLUMBING FIXTURE SCHEDULE

SOCIETY OF AMERICAN
BOILERMAKERS' LOCAL 100
 LOCAL 100, 10000 E. 10TH AVE., DENVER, CO 80231
 303-733-7222
PAINTERS' LOCAL 100
 LOCAL 100, 10000 E. 10TH AVE., DENVER, CO 80231
 303-733-7222
PLUMBERS' LOCAL 100
 LOCAL 100, 10000 E. 10TH AVE., DENVER, CO 80231
 303-733-7222
ROOFERS' LOCAL 100
 LOCAL 100, 10000 E. 10TH AVE., DENVER, CO 80231
 303-733-7222
WELDERS' LOCAL 100
 LOCAL 100, 10000 E. 10TH AVE., DENVER, CO 80231
 303-733-7222

[illegible]

THROUGH PENETRATION
FIRESTOP SYSTEM

[illegible][illegible]

Isopropyl Denim, 14.5 (oz/yd ²)	Wetted State	Wetted State Weight, 14.5 (oz/yd ²)
2.537	0.00 229	1.43 230
3.376	0.04 235	3.791
4.732	0.00 240	4.732

SPECIALIZED LOGISTICS INC. ("SPECIALIZED LOGISTICS" or "ALLIANCE") is a leading provider of strategic warehousing and distribution services for a wide range of clients. We are currently seeking qualified individuals to join our team. For more information, please visit our website at www.sli.com.

POSITIONS AVAILABLE:

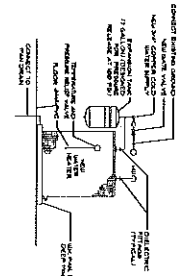
- Warehouse Associate:** This position involves the receipt, storage, and shipment of goods. Duties include picking, packing, and labeling orders. A high school diploma or GED is required, and a minimum of 18 months of warehouse experience is preferred.
- Forklift Operator:** This position involves the operation of forklifts to move materials within the warehouse. A high school diploma or GED is required, and a minimum of 18 months of forklift experience is preferred.
- Inventory Control:** This position involves the tracking and management of inventory levels. Duties include conducting cycle counts and maintaining accurate records. A high school diploma or GED is required, and a minimum of 18 months of inventory control experience is preferred.

COMPENSATION: Competitive salary and benefits package, including health insurance, dental, and 401(k) plan.

APPLICATION: Please submit your resume and cover letter to hr@sli.com. Only candidates with relevant experience will be considered.

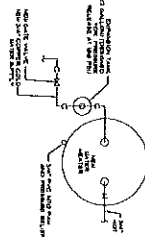
EQUAL OPPORTUNITY: Specialized Logistics is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

CONTACT: For more information, please contact hr@sli.com or call 1-800-555-1234.



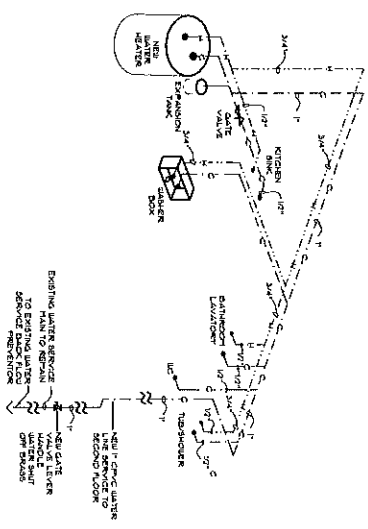
WATER HEATER ELEVATION DETAIL

NO SCALE



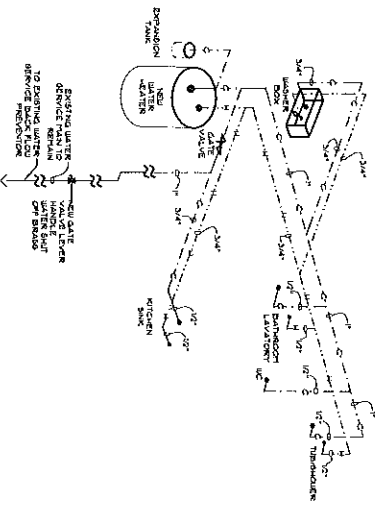
WATER HEATER PLAN DETAIL

NO SCALE



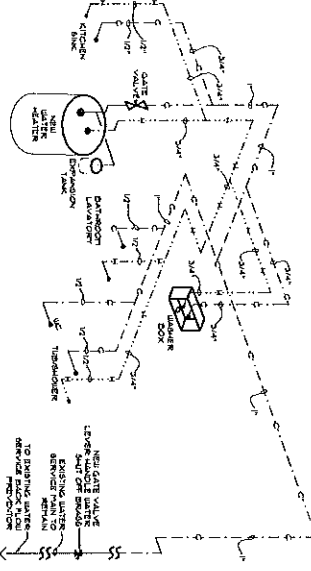
PLUMBING ISOMETRIC - UNIT 1

NO SCALE



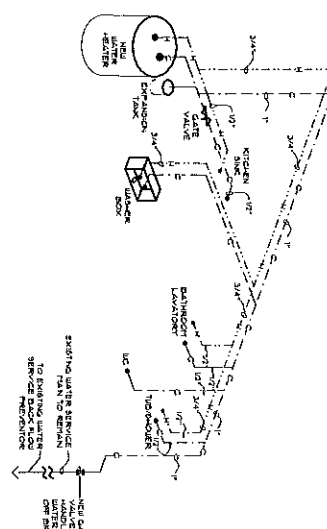
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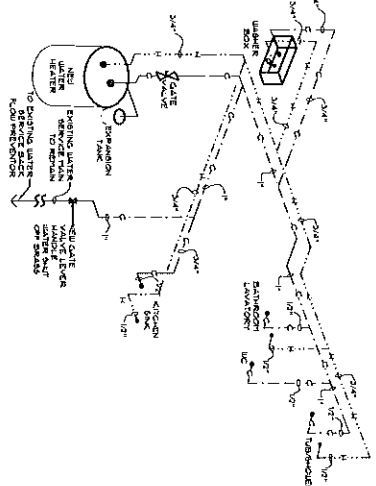
PLUMBING ISOMETRIC - UNIT 5

NO SCALE



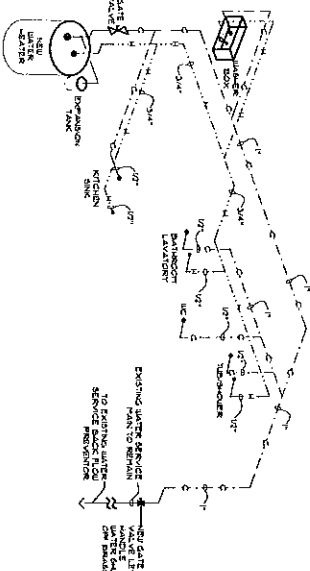
PLUMBING ISOMETRIC - UNIT 4

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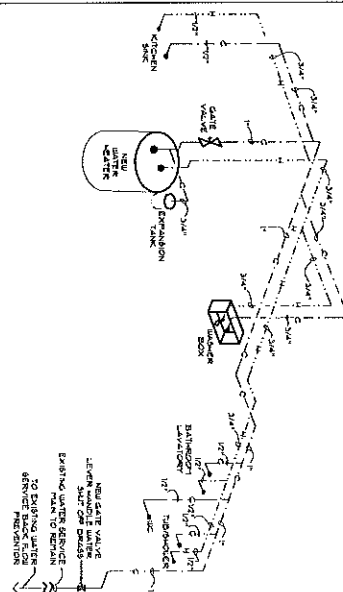
PLUMBING ISOMETRIC - UNIT 3

NO SCALE



PLUMBING ISOMETRIC - UNIT 2

NO SCALE



PLUMBING ISOMETRIC - UNIT 1

NO SCALE

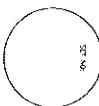
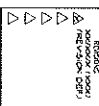
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PLUMBING ISOMETRICS



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