



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

2640 Fountain View Drive, Houston, Texas 77057 | 713.260.0600 | David A. Northern, Sr., **President & CEO**
Houston Housing Authority Board of Commissioners: LaRence Snowden, *Chair* | Kristy M. Kirkendoll, *Vice Chair*
Dr. Max Miller, Jr. | Stephanie Ballard | Andrea Hillard Cooksey | Kris Thomas | Guillermo "Will" Hernandez

INVITATION FOR BID - ("IFB") 23-40

The Houston Housing Authority ("HHA"), is soliciting sealed bids for a vendor to perform all the necessary labor, insurance, transportation, accessories, personnel tools/equipment/machinery and any other resources needed to supply and deliver Window Air Conditioning (AC) units and the materials required for the framing of the units to Cuney Homes, Irvinton Village and Kelly Village properties, in accordance with the requirements and terms and conditions specified herein.

Interested parties who wish to respond to this solicitation must submit the required documents in a sealed envelope to the below individual by **2 P.M. Central Standard Time ("CST"): August 17, 2023 to:**

Houston Housing Authority
Attn: Austin Crotts
Subject: IFB 23-40 Air Conditioning Material Supply and Delivery
DO NOT OPEN
2640 Fountain View Drive, Houston, Texas 77057

Interested parties are highly encouraged to check HHA's website prior to the submission of their sealed response to ensure they are aware of any Amendment(s) that may affect this solicitation. They should send an e-mail acknowledgment to Purchasing@housingforhouston.com, that they have downloaded this solicitation from HHA's website. Doing so will allow "HHA" to notify interested parties of any Amendments that may affect this solicitation.

Late submissions will be handled in accordance with Section 5 of Attachment H Instruction to Bidders for Contracts Public and Indian Housing Programs (HUD Form 5369).

Interested parties with questions about this solicitation, or who need additional information should send an e-mail (**preferably**) to Purchasing@housingforhouston.com with **"IFB 23-40"** in the subject line by the date specified in Section 4.1. Any changes to the requirements specified herein will be done via an Amendment.

Austin Crotts 7-26-2023
Austin Crotts
Procurement Manager
Houston Housing Authority (HHA)



A Fair Housing and Equal Employment Opportunity Agency. For assistance: Individuals with disabilities may contact the 504/ADA Administrator at 713-280-0353, TTY 713-280-0574 or 504ADA@housingforhouston.com

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I. ORGANIZATION OVERVIEW

1.0 PROFILE OF THE HOUSTON HOUSING AUTHORITY

- 1.1 “HHA” is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). “HHA” is a Public Housing Agency.
- 1.2 The property of “HHA” is used for essential public and governmental purposes, and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.
- 1.3 “HHA” enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.
- 1.4 “HHA” maintains contractual arrangements with HUD to manage and operate its Low Rent Public Housing program and administers the Section 8 Housing Assistance Payments programs. HHA’s programs are federally funded, and its revenues are received from federal funds, administrative fees, development grants, and rental income.
- 1.5 “HHA” provides affordable homes and services to more than 60,000 low-income Houstonians, including over 17,000 families housed through the Housing Choice Voucher Program, 4,200 living in 19 public housing and tax credit developments, and an additional 716 in project-based voucher developments around the city.

END OF SECTION I

II. SPECIAL TERMS AND CONDITIONS

2.0 INTENT

- 2.1 The intent of this solicitation is to establish a **fixed-price contract** with the lowest responsive and responsible bidder(s) who can supply and deliver Window Air Conditioning (AC) units and the materials necessary to build the frame at various HHA properties as specified in Exhibit A: Scope of Work, incorporated into this solicitation.
- 2.2 Supply (and deliver) 1,615 window AC units (Friedrich / Model: CCF12B10A or an approved equal) at the following properties: Cuney Homes – Qty: 891; Irvinton Village –Qty: 468; and, Kelly Village –Qty: 256
- 2.3 Provide all necessary accessories for a complete installation of window AC units (per detail provided) to include 220v-to-110v converter/adaptor, metal panels, steel angles, support brackets, screws / bolts, sealant, etc.
- 2.4 Before commencement of work, the awarded supplier (in coordination w/ awarded installation contractor) will verify the total units of air conditioners needed (may differ from the quantity provided in this SOW). Consequently, contract may be adjusted based on the difference between quantity listed and final quantity supplied.

3.0 PERIOD OF PERFORMANCE

- 3.1 Any contract issued as a result of this solicitation will have a Period of Performance approximately ninety (90) days, and all work will be performed between the hours of 8:00 A.M and 5:00 P.M. Monday thru Friday.

4.0 PROCUREMENT SCHEDULE

- 4.1 The anticipated procurement schedule for this solicitation is as follows:

<u>EVENT</u>	<u>DATE</u>
Date Solicitation Advertised	July 26, 2023
Deadline for the Receipt of Written Questions to Purchasing@housingforhouston.com	August 8, 2023 4:00 pm
Deadline Answers to Written Questions will be posted on HousingforHouston.com	August 11, 2023 5:00 pm
Deadline for the Receipt of Sealed Responses	August 17, 2023 2:00 pm

4.2 Posting of the Bid Tabulations

4.2.1 HHA's Procurement Department will make a good faith effort to post the Initial Bid Tabulation on its [website](#) in a timely manner.

4.2.1.1 Subsequent to the bid opening, all responses will be analyzed and reviewed to determine the lowest responsive and responsible bidder.

5.0 **REGISTRATION**

5.1 Interested Parties are encouraged to **register** their company on HHA's newly redesigned website which will facilitate "HHA" contacting them regarding solicitations that match their company's profile.

5.2 Before registering your company, please access the **Bidder's List** to see if your company is already registered with "HHA". There is no need to re-register unless your company is making changes to its company profile.

6.0 **SCOPE OF WORK (SOW)**

6.1 See Exhibit A – Supply and Delivery of Window Air Conditioning (AC) units at Cuney Homes, Irvinton Village, and Kelly Village properties. Installation of the AC units are **excluded**.

6.2 Build America, Buy America Act ("BABAA Act") - The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

7.0 **SELECTION CRITERIA**

7.1 "HHA" intends to make an award to the lowest responsive and responsible bidder.

8.0 **SUBMITTALS**

8.1 All responses must conform to the requirements specified herein.

- 8.1.1 “HHA” is not responsible for any costs that may be incurred if “HHA” cancels this solicitation or any costs that may be incurred in the development or submittal of any response(s) to this solicitation.
- 8.1.2 All submissions will become a part of HHA's official files, and “HHA” is not obligated to return any submission(s) once it is in the possession of “HHA”.
- 8.1.3 **THE CONTENTS AND ACCURACY OF THE SUBMITTALS SHOULD BE CHECKED BEFORE IT IS SUBMITTED TO “HHA”.**
- 8.2 **One (1) original, hard-copy (provided in a three-ring binder) and one (1) flash drive containing a copy of all documents provided,** the responses may be hand-delivered or mailed to the location specified on page 1. Each response must be tabbed, and contain the following:
 - 8.2.1 **Cover Letter (“CL”)**
 - 8.2.1.1 Acknowledge the receipt and review of this solicitation, and any Amendment(s) issued by HHA.
 - 8.2.1.2 The “CL” must be on company letterhead, manually signed by an authorized official of the company (who can negotiate, and contractually bind the company to perform the services specified herein), along with their title, phone number, and e-mail address.
 - 8.2.2 **Customer Reference List**
 - 8.2.2.1 Provide the contact information of three (3) business references.
 - 8.2.3 **Attachment A Declaration**
 - 8.2.4 **Attachment B Non-Collusive Affidavit**
 - 8.2.5 **Attachment C M/WBE Participation**
 - 8.2.6 **Attachment D Section 3 Requirements and Commitment**
 - 8.2.7 **Attachment E Conflict of Interest Questionnaire (CIQ)**
 - 8.2.8 **Attachment F Representations, Certifications and Other Statements Public Housing Programs (Form HUD 5369-A)**
 - 8.2.9 **Attachment G Previous Participation Certification (HUD-2530)**
 - 8.2.9.1 Complete Attachment G Previous Participation Certification (HUD-2530)
 - 8.2.10 **Price Sheet**
 - 8.2.10.1 Complete Exhibit B: Price Sheet

- 8.3 “HHA” may not evaluate responses that do not comply with the submittal requirements specified herein. Responses received after the specified date and time will be considered non-responsive.

END OF SECTION II

III. GENERAL TERMS AND CONDITIONS

9.0 AMENDMENTS

- 9.1 Any interpretation(s) affecting this solicitation will be issued by “HHA” via an Amendment before the due date specified on page 1.
- 9.2 “HHA” will not be bound by and is not responsible for any oral explanations, instructions, representations, or requirements unless it is issued by “HHA” via an Amendment.
- 9.3 **Any Amendment(s) issued by “HHA” shall be binding in the same way as if originally written in this solicitation.**

9.0 AVAILABILITY OF RECORDS

- 9.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, “HHA”, and any duly authorized representatives of each shall have access to, and the right to examine all pertinent books, records, documents, invoices, papers, and the like of the firm(s) office, that relates to any work that is performed as a result of this solicitation.

11.0 BASIS FOR AWARD

- 11.1 See Section 7.0.
- 11.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the interested party, and no relief shall be given for errors or omissions by the interested party.

12.0 CANCELLING THE SOLICITATION

- 12.1 “HHA” may cancel this solicitation at any time, and when it is in its best interests to do so. (See Section 8.1.1)

13.0 ETHICAL BEHAVIOR

- 13.1 Interested Firms shall not:
 - 13.1.1 Offer any gratuities, favors, or anything of monetary value to any official or employee of “HHA” that will influence their objective consideration and review of any response(s) to this solicitation; and,
 - 13.1.2 Engage in any practice which may restrict or eliminate competition (i.e., collusion), or otherwise restrain trade.
 - 13.1.2.1 The above is not intended to preclude joint ventures or subcontracts.

14.0 **FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

- 14.1 The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the successful firm(s).
- 14.2 The successful bidder(s)/proposer(s) will:
- 14.2.1 Adhere to federal regulations prohibiting discrimination based on age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.
- 14.2.2 Meet the requirements of:
- 14.2.2.1 Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- 14.2.2.2 Executive Orders (EO's):
- EO 11246 relating to equal employment opportunity in connection with federally funded programs; and,
 - EO's 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

15.0 **INFORMALITIES**

- 15.1 "HHA" reserves the right to waive any informality, and make an award that is in the best interest of "HHA".
- 15.1.1 Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other proposers/bidders and have little or no effect on the price, quantity, quality, delivery, or contractual conditions.
- 15.1.2 Examples include failure to: return the number of signed bids required by the bid package; sign the bid, provided that the unsigned bid is accompanied by other documents indicating the bidder's intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment or addendum, provided that it is clear from the bid that the bidder received the amendment/addendum and intended to be bound by its terms, or the amendment/addendum had a negligible effect on the price, quantity, quality, or delivery.

16.0 **INSURANCE**

- 16.1 “HHA” will specify the amount of insurance that will be required during the Period of Performance.

17.0 **MINORITY WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

- 17.1 Refer to Attachment C for M/WBE Participation requirements.

18.0 **MISTAKES IN BIDS**

18.1 General

- 18.1.1 While proposers/bidders will be bound by their submittals (the “firm bid rule”), circumstances may arise where correction or withdrawal of their bid or proposal is proper and may be permitted. Correction or withdrawal of a bid or proposal will be done in a manner that will protect and maintain the integrity and fairness of the competitive solicitation process.

18.2 Mistakes Discovered Before Solicitations Are Opened

- 18.2.1 Interested parties may modify, or withdraw their bid.
(Refer to Section 5 of Attachment I.)

18.3 Review of Mistakes

- 18.3.1 After the solicitations are opened, “HHA” will review all submittals to ensure there are no obvious mistakes, e.g., the sum of individual bid line items does not equal the total price. If a submittal appears to have a mistake, “HHA” will notify the interested of any apparent mistake(s) in his/her submittal, and request verification of the total price as submitted.

18.4 Mistakes After Solicitations Are Opened

- 18.4.1 If this solicitation is soliciting bids, then in general, bidders will not be permitted to change a bid after bid opening. In rare cases, “HHA” may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to “HHA”, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in HHA’s bidding process. Therefore, “HHA” will request as much evidence as it deems necessary. Examples of evidence may include original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. Consultation with HHA’s Legal Dept. will occur before authorization is given to change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

19.0 **PAYMENT**

19.1 “HHA” will process all invoices after the work has been approved by HHA’s Project Manager. Payment terms are net 30 days.

20.0 **PERMITS**

20.1 The successful bidder(s) shall obtain and pay (independent of “HHA”), all permits, certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

21.0 **PROJECT MANAGER**

21.1 “HHA” may designate a Project Manager during the Period of Performance.

22.0 **QUESTIONS**

22.1 Interested parties must follow the instructions on page 1 should they have any questions about this solicitation.

22.2 Interested parties are prohibited from querying “HHA” personnel, or members of its Board of Commissioners regarding this solicitation except through written questions submitted in the manner and within the period indicated on page 1 of this solicitation.

23.0 **REMOVAL OF EMPLOYEES**

23.1 “HHA” may request the successful contractor(s) to remove immediately from the contract/project, any employee found unfit to perform their duties due to one or more of the following reasons, which includes, but is not limited to:

23.1.1 Negligence, being disorderly, using abusive or offensive language, quarreling or fighting, stealing, vandalizing property; and,

23.1.2 Engaging in immoral or inappropriate behavior (e.g., being intoxicated, or under the influence of mind-altering substances), or pursuing criminal activity (e.g., selling, consuming, possessing or being under the influence of illegal substances).

24.0 **RESERVATION OF RIGHTS**

24.1 Depending upon the circumstance(s), HHA reserve the right to change, modify, or alter any Draft Contract associated with this solicitation.

25.0 **RULES, REGULATIONS AND LICENSING REQUIREMENTS**

25.1 The Offeror and staff must possess all necessary required license(s) to do business in Houston/Harris County and the State of Texas. Additionally, the Offeror, shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

26.0 **STANDARDS OF CONDUCT**

- 26.1 During the period of performance, the employees of the successful bidder(s) or proposer(s) shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior that is unacceptable to HHA.

27.0 **SUBCONTRACTING**

- 27.1 Any contract issued as a result of this solicitation will not be assigned, transferred, or subcontracted (in whole, or in part) unless it has been previously approved by HHA in writing.

28.0 **TAXES**

- 28.1 HHA is exempt from State of Texas, and Local Taxes.

29.0 **TRAVEL AND REIMBURSEMENTS**

- 29.1 Any prices/fees mutually agreed upon shall include all necessary out-of-pocket expenses needed to perform the work specified herein. HHA will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it is defined in the final contract.

30.0 **VALIDITY OF RESPONSES**

- 30.1 Responses will not be unilaterally withdrawn or modified for a period of ninety (90) days after they have been received and opened by HHA.

31.0 **SUPPLEMENTS**

- 31.1 The following documents are considered part of this solicitation:

Attachment A:	Declaration
Attachment B:	Non-Collusive Affidavit
Attachment C:	M/WBE Participation
Attachment D:	Section 3 Requirements and Commitment
Attachment E:	Conflict of Interest (CIQ) Form
Attachment F:	Representations, Certifications and Other Statements Public Housing Programs (Form HUD 5369-A)
Attachment G:	Previous Participation Certification (HUD-2530)
Attachment H:	Instructions to Bidders for Contracts Public and Indian Housing Programs (Form HUD-5369)
Attachment I:	General Conditions for Non-Construction Contracts – Public Housing Programs (Form HUD 5370-C)
Attachment J:	Davis Bacon Wage Rates
Attachment K:	Schedule of Amounts for Contract Payments (Form HUD 51000)
Exhibit A:	Scope of Work
Exhibit B:	Basic Diagram
Exhibit C:	Price Sheet
Exhibit C-1:	Supplemental Price Sheet

- 31.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

END OF SECTION III

ATTACHMENT A

DECLARATION

The undersigned declares the following:

- This response is being submitted in good faith and without collusion or fraud
- The only person(s) interested in the aforementioned solicitation is listed below, and this response is being submitted without connection or arrangement with any other person
- They have complied with the requirements of the aforementioned solicitation, have read all addenda (if any), and is satisfied that they fully understand the intent of the aforementioned solicitation and the terms and conditions that will govern any award issued by “HHA” as a result of this solicitation
- They agree to execute an agreement with “HHA” based on the latter accepting the submittals required by the aforementioned solicitation

Persons Interested in this Response:

Name

Identity of Interest

1.

2.

3.

NAME OF CONTRACTOR/OFFEROR/FIRM/INDIVIDUAL/CORPORATION

MANUAL OR E-SIGNATURE

TITLE

E-MAIL ADDRESS

PHONE NUMBER / FAX NUMBER

ADDRESS, CITY, STATE, ZIP

SUBMITTAL DATE

ATTACHMENT B

NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

_____, being first duly sworn, deposes and says that he is

(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE HOUSTON HOUSING AUTHORITY

of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____

ATTACHMENT C

REQUIREMENTS FOR SUBCONTRACTING WITH SMALL BUSINESSES AND MINORITY BUSINESSES, WOMEN BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

I. INSTRUCTIONS.

Any Prime Contractor awarded a contract pursuant to this procurement must agree to comply with the subcontracting requirements set forth below. Please note that the capitalized terms used in this document are defined below in § VII.

(1) Please read this document carefully; (2) sign the acknowledgment; and (3) complete and sign the attached “Bidder’s Proposed M/WBE Participation Form.”

II. OVERVIEW.

Any contract resulting from this procurement must comply with: (1) the requirements in the Houston Housing Authority’s Procurement Policy (the “Policy”) and the Code of Federal Regulations (the “Code”) regarding Subcontracting with small and minority-owned businesses, women business enterprises, and labor surplus area firms (the “Policy Requirements”); and (2) the Houston Housing Authority’s goal regarding Subcontracting with minority business enterprises and women business enterprises (the “HHA’s Goal”). Any person or firm that receives an award pursuant to this procurement must take affirmative steps to comply with the Policy Requirements and must use their best efforts to meet “HHA’s Goal”. The Policy Requirements and HHA’s Goal are described in detail below.

III. THE POLICY REQUIREMENTS.

Pursuant to the Policy, at § 15, and the Code, at 2 CFR § 200.321, if a Prime Contractor awarded a contract pursuant to this procurement lets Subcontracts, then the Prime Contractor must take affirmative steps to assure that, when possible, Subcontracts are let to Small Business Enterprises (“SBEs”), Minority Businesses Enterprises (“MBEs”), Women Business Enterprises (“WBEs”), and Labor Area Surplus Firms (“LASFs”). The affirmative steps a Prime Contractor who lets Subcontracts must take are:

- Placing SBEs, MBEs, and WBEs, on solicitation lists;
- Assuring that SBEs, MBEs, and WBEs, are directly solicited for bids or proposals whenever such entities are potential sources to perform Subcontracts;
- Dividing total job requirements, whenever economically feasible, into smaller tasks or quantifies to permit maximum participation by SBEs, MBEs, and WBEs, in a given project;
- Establishing delivery schedules, when the requirement permits, that encourage participation by SBEs, MBEs, and WBEs;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and,

- Including in Subcontracts, to the greatest extent feasible, a clause that requires Subcontractors to provide opportunities for training and employment for lower-income persons who reside in the project area.

The affirmative steps listed above shall remain in effect for the duration of the Prime Contract awarded pursuant to this procurement. “HHA” encourages Prime Contractors to implement these steps when acquiring the materials, they need to perform their obligations under the Prime Contract.

IV. HHA’S GOAL.

A. Overview of HHA’s Goal and related requirements.

In addition to taking the affirmative steps outlined above in § III, a Prime Contractor who anticipates using Subcontracts to complete any work associated with this procurement must use its best efforts to satisfy “HHA’s Goal” regarding the participation of MBEs and WBEs in work under contracts awarded by “HHA”. “HHA’s Goal” as adopted by its Board of Commissioners, is that when Subcontracts are being let, at least 30% of the Prime Contract’s total dollar amount is subcontracted to MBEs or WBEs, with at least 15% of the Prime Contract’s total dollar amount being subcontracted to MBEs, and at least 15% being subcontracted to WBEs.

In furtherance of “HHA’s Goal”, a Prime Contractor awarded a contract under this procurement who intends to let Subcontracts must use its best efforts to Subcontract with MBEs and WBEs. **Specifically, a Prime Contractor letting Subcontracts must use its best efforts (1) to Subcontract at least 15% of the Prime Contract’s total dollar amount to MBEs, and (2) to Subcontract at least 15% of the Prime Contract’s total dollar amount to WBEs. A Prime Contractor’s obligation to use its best efforts to subcontract with MBEs and WBEs in accordance with “HHA’s Goal” shall remain in effect for the duration of the Prime Contract, shall apply in any instance that the Prime Contractor lets Subcontracts, and shall apply equally to all Prime Contractors letting Subcontracts, regardless of whether the Prime Contractor is itself an MBE or WBE.**

- A Prime Contractor must document its use of best efforts to meet “HHA’s Goal”. Generally, written evidence of a Prime Contractor’s attempts to Subcontract with MBEs and WBEs shall suffice to document a Prime Contractor’s best efforts. Written evidence may include, but is not necessarily limited to, emails, phone logs, or correspondence showing that a Prime Contractor attempted to Subcontract with MBEs and WBEs by, at a minimum, soliciting bids or quotes. Contractors may access a list of designated MBEs and WBEs at:

1. State of Texas Website: <https://comptroller.texas.gov/purchasing/vendor/hub/>
2. Houston Housing Authority (“HHA”) Website: [Bidder Registration/Bidder's List - Houston Housing Authority \(housingforhouston.com\)](http://HousingforHouston.com/BidderRegistration/Bidder'sList-HoustonHousingAuthority)

Note: below is the path to the above referenced-website:

- HousingforHouston.com
- Doing Business with “HHA”
- Bidder’s Registration / Bidder’s List

In addition, upon request, “HHA” may assist contractors in identifying MBEs and WBEs (but, requesting such assistance, standing alone, is not sufficient to show best efforts).

A Prime Contractor's duty to document its best efforts to meet "HHA's Goal" shall remain in effect for the duration of the Prime Contract and shall apply to all Prime Contractors awarded a contract pursuant to this procurement. "HHA" encourages Prime Contractors to use their best efforts to procure from MBEs and WBEs the materials necessary for the Prime Contractor to perform its obligations under the Prime Contract.

V. CONTRACTOR'S AGREEMENT TO COMPLETE REQUIRED FORMS AND TO COOPERATE WITH HHA REGARDING THE POLICY REQUIREMENTS AND HHA GOAL.

All respondents to this procurement who anticipate letting subcontracts must complete and return the attached "Bidders Proposed M/WBE Participation Form" (the "Form"). Respondents should include the Form in their response to this procurement; in addition, information documenting the respondent's use of best efforts to subcontract with MBEs and WBEs should accompany the Form. If it does not anticipate letting subcontracts, a respondent must, along with its response, inform "HHA" of same, and provide a brief explanation of why no subcontracts will be let. "HHA" will consider as non-responsive any response that fails to include a completed Form; "HHA" will, however, allow respondents an opportunity to cure a failure to include the Form with a response.

In addition to completing and submitting the Form to "HHA", any entity awarded a contract by "HHA" pursuant to this procurement must provide "M/WBE Confirmation of Payment Form(s)," as necessary or as requested by "HHA". Prime Contractor must also to submit proof of payments to SBEs, MBEs, WBEs, and LASFs, as requested by "HHA", or as otherwise is required by law.

VI. CONSEQUENCES FOR FAILING TO TAKE THE AFFIRMATIVE STEPS MANDATED BY THE POLICY REQUIREMENTS OR USING BEST EFFORTS TO MEET HHA'S GOALS.

If a Prime Contractor letting subcontracts does not take the affirmative steps mandated by the Policy Requirements, use its best efforts to meet "HHA's Goal", or cooperate with "HHA" with respect to the requirements set forth herein, "HHA" reserves the right to refuse to award a contract to the Prime Contractor, to deem the Prime Contractor's response to a solicitation non-responsive, to terminate an existing contract with the Prime Contractor, and to bar the Prime Contractor from being awarded any future contracts by "HHA".

VII. DEFINITIONS.

- "Code" means the Code of Federal Regulations.
- "Form" means the "Bidders Proposed M/WBE Participation Form" included with this procurement.
- "HHA" means the Houston Housing Authority, and, for the purposes of the requirements set forth herein, HHA's affiliates and any property management company procuring work or services for the benefit of a property owned by "HHA" or its affiliates.
- "HHA's Goal" shall have the meaning set forth above in § 3.
- "LASFs" refers to Labor Area Surplus Firms. Labor Area Surplus Firms are businesses that will expend more than fifty percent of the cost of performing a contract in areas of concentrated unemployment or underemployment, as defined by the Department of Labor and promulgated at 20 CFR Part 654.

- “MBE(s)” refers to minority business enterprises. Minority business enterprises are businesses that are at least fifty-one percent owned by one or more minority group members, or, in the case of a publically owned business, a business where at least fifty-one percent of the business’s voting stock is owned by one or more minority group members and whose management and daily operations are controlled by one or more such individuals. Minority group members include, but are not necessarily limited to: (a) Black Americans; (b) Hispanic Americans; (c) Native Americans; (d) Asian-Pacific Americans; (e) Asian-Indian Americans; and (f) Hasidic Jewish Americans.
- “Policy” means the Houston Housing Authority’s Procurement Policy.
- “Policy Requirements” shall have the meaning set forth in § II above.
- “Prime Contract(s)” means the contract awarded pursuant to this procurement that is between a respondent to the solicitation and “HHA”. For all purposes herein, the term is inclusive of all change orders or amendments to the initial contractor entered between the Prime Contractor and “HHA”.
- “Prime Contractor(s)” means the person or entity who responds to this procurement and is awarded a contract by “HHA”.
- “SBEs” refers to small business enterprises. Small business enterprises are businesses that are independently owned, not dominant in their field of operation and not an affiliate or subsidiary of a business that is dominant in its field of operation.
- “Subcontract(s)” means the contract between the Prime Contractor and a Subcontractor entered to accomplish all or a part of the Prime Contractor’s obligations under its contract with “HHA” that results from this procurement.
- “Subcontractor(s)” means a person or entity who the Prime Contractor contracts with to perform a part or all of the Prime Contractor’s obligations under the Prime Contractor’s contract with “HHA” that results from this procurement.
- “WBEs” refers to women business enterprises. Women business enterprises are businesses that are at least fifty-one percent owned by a woman who is a United States citizen, or by women who are United States citizens and who control and operate the business.

VIII. ACKNOWLEDGEMENT.

The undersigned has read the foregoing “Requirements for Subcontracting with Small Businesses, Minority Businesses, Women Business Enterprises, and Labor Area Surplus Firm,” and understands and accepts the requirements and obligations set forth therein. When subcontracting any portion of the work associated with this procurement, the undersigned agrees to take the affirmative steps stated in § III above, and agrees to use its best efforts to meet “HHA’s Goal” as stated in § IV above. The undersigned understands and acknowledges that failure to comply the requirements set forth herein may result in “HHA” refusing to award a contract to the undersigned or the termination of an existing contract.

Name of Firm

Complete Address

Name of Individual Completing this Form

Title

Direct Phone Number / Cell Phone Number

Direct Fax Number

E-Mail Address

Date

Manual or E-Signature

Bidder's Proposed M/WBE Participation Form

Instructions

- “HHA” requires bidders (Prime Contractors) who let Subcontracts to use their best efforts to Subcontract at least 30% of a Prime Contract’s total dollar amount to Minority Business Enterprises (“MBEs”) or Women Business Enterprises (“WBEs”).
- It is “HHA’s Goal” that Prime Contractors letting Subcontracts award at least 15% of the Prime Contract’s total amount to MBEs **and** at least 15% of the Prime Contract’s total amount to WBEs.
- The requirement that Prime Contractors letting Subcontracts use their best efforts to Subcontract with MBEs and WBEs applies to all Prime Contractors, regardless of their own status as an MBE or WBE.
- Please complete and sign the form below indicating firm Subcontracting commitments from MBEs and WBEs. Use additional pages, if necessary.
- For detailed information on HHA’s MBE and WBE Subcontracting requirements, see Attachment C.

MBEs	Name of MBE Subcontractor	Certification(s)	Amount of Subcontract	Percent of Contract Total
		Total		

Note: Attach additional sheets if necessary.

WBEs	Name of WBE Subcontractor	Certification(s)	Amount of Subcontract	Percent of Contract Total
		Total		

Note: Attach additional sheets if necessary.

Name of Firm

Printed Name

Date

Manual or E-Signature

ATTACHMENT D

**HOUSTON HOUSING AUTHORITY
SECTION 3 BIDDER'S REQUIREMENTS & COMMITMENT**

Company Name:	
Name of Contact Person for Section 3 Commitment:	
Title:	Contact Number:
Contact Person E-Mail:	
Solicitation Title: Air Conditioning Material Supply and Delivery	Solicitation #: 23-40

- I. **Background** - Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 U.S.C. 1701 hereinafter "Section 3") requires the Houston Housing Authority ("HHA"), to the greatest extent feasible, to provide employment and contracting opportunities to low to very low-income individuals, within the City of Houston. These opportunities are created by contracts funded, directly or indirectly, by "HHA".
- II. **Benchmarks & Goals** – Success of Section 3 activities will be measured by the achievement of the following benchmarks, annually:
- 1) Data demonstrating at least 20% of the total number of labor hours worked by all workers (employed by an employer) were worked by Section 3 Workers that are defined as Low Income Individuals or Youth Build per <https://www.huduser.gov/portal/datasets/il.html> , OR
 - 2) Data demonstrating at least 5% of the total number of labor hours worked by all workers (employed by an employer) were worked by Targeted Section 3 Workers (Public Housing residents, Section 8 participants & Youth Build).
- III. **Solicitation Requirements** - Interested parties responding to a HHA solicitation are required to include in their submission, this form (Section 3 Requirements & Commitment), which describes efforts that will be taken to engage Section 3 Participants."
- IV. **Acceptable Section 3 Activities** – Viable Section 3 opportunities are:
1. Hire Section 3 Workers to fill a minimum of 20% of the labor hours needed to honor contractual duties with HHA. (Note: Section 3 Workers can be existing/new personnel who are deemed as low to very low-income individuals, in accordance to HUD's guidelines).
 2. Provide paid on-the-job training (apprenticeship) for Section 3 Workers to enhance job skills in core duties/services related to a bidder's contractual duties with HHA.
 3. Offer subcontracting opportunities preferably to Section 3 Business Concern or other disadvantaged businesses to fulfill contractual duties with the HHA
 4. Bidder self-certify they meet at least one criterion to be a Section 3 Business Concerns; when responding to a HHA solicitation:
 - a) At least 51% is owned and controlled by low- or very-low-income person; OR
 - b) Business has at least 75% of its' labor hours performed (over the most recent 3-month period) by Section 3 Workers; OR
 - c) At least 51% is owned and controlled by a Public Housing/Section 8 Participant.
- V. **Exemption from Section 3 Activities** - Bidders submitting solicitations for any of the following goods and/or services are exempt from fulfilling any Section 3 commitments:
- 1) Contracts for "material only" and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc).
 - 2) Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance
 - 3) Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)
- VI. **Section 3 Commitment** - Bidders shall identify what efforts will be taken during contractual terms to comply with HHA's Section 3 Requirements to the greatest extent feasible. All bidders are required to select at least one (1) of the following options:

OPTIONS	QUANTIFIABLE COMMITMENT
<input type="checkbox"/> <u>OPTION 1 - Exempt</u>	Bidder is exempt due any one of the following options: <ul style="list-style-type: none"> ○ Contracts for “material only” and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc). ○ Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance ○ Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)
<input type="checkbox"/> <u>OPTION 2 - Jobs</u>	Title: _____ # of Positions: _____ Pay _____ Work Hours _____ Location _____ Skills to be Acquired : _____ Qualifications: _____
<input type="checkbox"/> <u>OPTION 3 – Paid Training or Apprenticeship</u>	Title: _____ # of Positions: _____ Pay _____ Work Hours _____ Location _____ Skills to be Acquired : _____ Qualifications: _____
<input type="checkbox"/> <u>OPTION 4 – Sub-Contracting with Section 3 Business Concerns</u>	Company Name _____ Contract Amount \$ _____ % of Contract: _____ Summary of Duties: _____
<input type="checkbox"/> <u>OPTION 5 -Existing Section 3 Business Concern</u>	Bidder self-certifies they meet at least one of the following criteria to be recognized as a Section 3 Business Concern: <ul style="list-style-type: none"> ○ At least 51% is owned and controlled by low- or very-low income person; ○ Over 75% of the labor hours performed for the business (over a 3-month period) are performed by Section 3 Workers; ○ At least 51% of the business is owned and controlled by current Public Housing resident or Section 8 Assisted participant.

Name of Firm

Printed Name of Authorized Individual

Date

Manual/E-signature of Authorized Individual

HOUSTON HOUSING AUTHORITY SECTION 3 COMPLIANCE REPORT

Submission Date:	Reporting Period:
_____ Primary Contractor	_____ Subcontractor
Company Name:	
Person completing invoice	
Project Name:	RFP #:
Amount of Contract	Amount of Current Invoice:

# participants hired					

Training Commitment	# Trained this Report Period	YTD Trained during Contract	List Individuals Employed		
			Name	Training Title	Stipend Amount Paid
# of participants engaged in training/ apprenticeship					

Contribution Commitment	Amount Pledged	Amount Paid	Pledge Balance
Amount contributed to Self-Sufficiency Fund	\$	\$	\$

Section 3 Business Concerns	Company Name	Contract Amount Provided
Indicate how at least 25% was subcontracted to Section 3 business(es)		\$
		\$
		\$

Print Name of Person Completing Report

Title

Signature of Person Completing Report

Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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

US Department of Agriculture
Farmers Home Administration

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

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

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

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:

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

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

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

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

Part II- For HUD Internal Processing Only

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

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

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

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

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

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

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

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

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

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

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

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

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average three 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Attachment H
**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 —

**Procurement Manager
Houston Housing Authority
2640 Fountain View Drive
Houston, Texas 77057**

[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 [X] 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.

Attachment I 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 (excl. 11/30/2023)

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 an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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/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.

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

"General Decision Number: TX20230067 01/27/2023

Superseded General Decision Number: TX20220067

State: Texas

Construction Type: Residential

County: Harris County in Texas.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023

ELEV0031-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.15	37.335+a+b

Footnotes:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

 * SFTX0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.11	23.30

 SHEE0054-008 04/01/2020

	Rates	Fringes
Sheetmetal Worker (Excluding HVAC Work).....	\$ 29.70	13.85

 * SUTX2005-030 12/15/2005

	Rates	Fringes
Bricklayer.....	\$ 15.00 **	
Plasterer.....	\$ 16.60	
Tile setter.....	\$ 14.08 **	
Acoustical Ceiling Installer.....	\$ 12.50 **	
Carpenter (Includes Batt/Blown Insulation, Formwork & Overhead Door Installation).....	\$ 12.06 **	1.41
Carport Structural Supports Installer.....	\$ 11.46 **	2.61
Cement Manson/Concrete Finisher.....	\$ 13.68 **	.75
Drywall Finishers.....	\$ 12.00 **	
Drywall Hanger.....	\$ 12.71 **	
Electrician(Incl. Low Voltage Wiring and Installation of Alarms).....	\$ 17.05	6.32
Gutter and Siding Installer.....	\$ 18.59	1.41
HVAC MECHANIC (Pipe & System Installation Only).....	\$ 12.82 **	

Ironworker

Ornamental.....	\$ 16.29	
Reinforcing.....	\$ 11.25 **	2.35
Structural.....	\$ 17.21	

Laborers:

Common.....	\$ 8.88 **	1.10
Landscape and Irrigation....	\$ 9.02 **	
Mason Tender Brick.....	\$ 9.97 **	.68
Mason Tender Cement.....	\$ 9.46 **	.68
Pipelayer.....	\$ 10.06 **	
Plaster Tender.....	\$ 11.10 **	

Painter:

Brush, Roller, and Spray....	\$ 11.41 **	
Parking Lot Striping.....	\$ 14.21 **	

Plumbers (Excluding HVAC Pipe)...	\$ 17.96	1.15
-----------------------------------	----------	------

Power Equipment Operator

Backhoe.....	\$ 13.55 **	.69
Bulldozer.....	\$ 12.67 **	.69
Forklift.....	\$ 12.54 **	
Front End Loader.....	\$ 12.00 **	.69
Grader.....	\$ 13.67 **	

Roofers.....	\$ 10.00 **	
--------------	-------------	--

Sheet Metal Worker (HVAC Duct Only).....	\$ 12.76 **	1.95
--	-------------	------

Soft Floor Layers, Carpet and Vinyl.....	\$ 14.50 **	
--	-------------	--

Truck drivers.....	\$ 13.43 **	
--------------------	-------------	--

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISIO"

Attachment K
**Schedule of Amounts
for Contract Payments**

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

OMB Approval No. 2577-0157
(Exp. 3/31/2020)

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

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

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

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

Approved for Architect by	File	Date (mm/dd/yyyy)
---------------------------	------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
-----------------------	-------	-------------------

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

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

Signature of authorized representative	Date signed (mm/dd/yyyy)
--	--------------------------

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

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

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Exhibit A IFB 23-40

Scope of Work (SOW)

The successful bidder is required to provide all necessary supplies, accessories, transportation / delivery, barricades, insurance, and any other resource(s) needed to supply window air conditioning (AC) units and the necessary installation materials for Cuney Homes, Irvinton Village, and Kelly Village properties. Installation of AC units is excluded.

Supplier Requirements

1. Supply (and deliver) 1,615 window AC units (Friedrich / Model: CCF12B10A or an approved equal) at the following properties;
 - a. Cuney Homes – Qty: 891
 - b. Irvinton Village – Qty: 468
 - c. Kelly Village – Qty: 256
2. Provide all necessary accessories for a complete installation of window AC units (per detail provided). Accessories will include 220v-to-110v converter / adapter, metal panels, steel angles, support brackets, screws / bolts, sealant, etc.
3. Before commencement of work, the awarded supplier (in coordination w/ awarded installation contractor) will verify the total units of air conditioners needed (which may differ from the quantity provided in this Scope of Work). Consequently, contract may be adjusted based on the difference between quantity listed and final quantity supplied.
4. Coordinate all material deliveries w/ the Houston Housing Authority (HHA) and the awarded installation contractor.
5. At all times, take necessary precautions to keep residents and staff safe.



211 HIGHLAND CROSS DRIVE • SUITE 220 • HOUSTON, TEXAS 77073
PHONE: (281) 209-1724 • FAX: (281) 209-2724 • TOLL FREE (800) 966-6088

**WINDOW AC UNIT INSTALLATION
AT
CUNEY HOMES,
IVINTON VILLAGE, AND
KELLY VILLAGE**

**PREPARED FOR
HOUSTON HOUSING AUTHORITY 2640
FOUNTAIN VIEW
HOUSTON, TEXAS 77057**



**PREPARED BY
PRICE CONSULTING, INC.
211 HIGHLAND CROSS DRIVE
HOUSTON, TEXAS 77073
TEXAS REGISTERED ENGINEERING FIRM NO. F-3814**



**PCI PROJECT NUMBER 12158.23.01
JUNE 30, 2023**

**HOUSTON HOUSING AUTHORITY
HOUSTON, TEXAS**

DOCUMENT 00 01 02

PROJECT DIRECTORY

PROJECT:

Window AC Unit Installation
Cuney Homes, Irvinton Village, and Kelly Village
Houston, Texas

OWNER:

Houston Housing Authority
2640 Fountain View Drive
Houston, Texas 77057
Contact:
Ms. Diana Dmitriyeva, Capital Funds Project
Manager Email: ddmitriyeva@housingforhouston.com

**CONSULTANT/
ENGINEER:**

Price Consulting, Inc.
211 Highland Cross Drive, Suite 220
Houston, Texas 77073
Phone: 281-209-1724
Contact:
Mr. Karl A. Schaack, P.E., RRC
Email: kschaack@priceconsulting.com

END OF DOCUMENT 00 01 02

DOCUMENT 00 01 10

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GENERAL REQUIREMENTS

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**HOUSTON HOUSING AUTHORITY
CUNEY HOMES
HOUSTON, TEXAS**

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END OF DOCUMENT 00 01 15

SECTION 01 00 00

GENERAL REQUIREMENTS

PART ONE - GENERAL

This Section governs the entire Work. Refer to Construction Documents for additional scope of work.

1.01 MATERIALS AND WORKMANSHIP:

- A. Use materials that are:
 - 1. New and of high quality suited to the use intended.
 - 2. Suitable for the function intended.
 - 3. Corresponding in quality to related materials in the absence of a complete Specification.
 - 4. Of good appearance where exposed to view.
 - 5. Of one manufacturer or source for the same specific purpose, with uniform appearance and physical properties.
 - 6. Plainly marked, and delivered to the site in their original unopened containers when the nature of the materials is suitable for containers.
- B. Follow supplier's instructions for the uses, limitations, and installation of his products. When full instructions do not accompany the products, request them before proceeding.
- C. Perform high quality professional workmanship. Join materials to uniform, accurate fit so they meet with straight lines, free of smears or overlaps.
- D. Install materials appropriately level, plumb, and at accurate right angles or flush with adjoining materials. Attach materials that will not fail until materials joined are broken or permanently deformed.

1.02 MISCELLANEOUS DUTIES:

- A. Layout: Establish and maintain bench marks, and all other grades, lines, and levels necessary for the Work. Report errors or inconsistencies before commencing work. Confirm proper placement of the construction on the Site after all lines are staked out.
- B. Verify existing conditions and their compatibility to the Construction Documents. Variations must be brought to the attention of Engineer before proceeding.
- C. Not-in-Contract Work: Arrange to accommodate. When information is inadequate, request further instructions before proceeding.
- D. Access Facilities: Provide safe, reasonably convenient access facilities to the Work for the Owner and authorized inspectors and observers.

1.03 REPLACEMENT MATERIAL:

- A. For Owner's Future Use: If any specific amounts are called for in the individual sections, provide the specified amounts. If none are specified and a surplus is left, request instructions from Owner before discarding surplus.
- B. The testing laboratory shall be approved by owner and paid for by Contractor for testing requirements as noted in individual specification sections.

END OF SECTION 01 00 00

SECTION 01 07 50

DEFINITIONS

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Definitions for construction terminology not otherwise defined in Contract Documents.
- B. Definitions for special terminology used for this Project.

1.02 ABANDONED - (NO LONGER NECESSARY OR IN USE):

- A. "Remove" items so noted, or later defined, as an all inclusive responsibility within this contract. Pay for all work in connection with removal of these items, including municipal, disposal, utility, and service charges. Dispose of all "Excess".

1.03 ADDITION - (TO ADD TO AND BE INCORPORATED) ALSO TO "ADD":

- A. Work supplementary to that indicated to accomplish that which is required by the Contract Documents. To bring to a new condition; to extend, fasten, patch, and match to that which is existing.

1.04 DEFECTIVE - (NOT ACCEPTABLE):

- A. Refer to Conditions of the Contract, that which does not conform to the Contract Documents. As it applies to "Salvage", in addition to the above, shall mean "unsuitable".

1.05 EXCESS - (NOT REQUIRED):

- A. More quantity than required to conform to the Contract Documents and not desired by the Owner. Debris shall be considered "Excess" and not be used as fill or be buried on this site. Remove "Excess" from the site and legally dispose of. "Excess" "Suitable" "Salvage" shall be property of Contractor unless otherwise specified.

1.06 EXISTING - (PRESENTLY THERE):

- A. Also may be noted "original". Present conditions and assumed locations, if known, as of the Date of Contract Documents.

1.07 NEW - (TO BE INCORPORATED) NOT EXISTING:

- A. Refer to various specification sections for requirements of Work to be incorporated.

1.08 REINSTALL - (TO INCORPORATE AS WAS ONCE DONE):

- A. "Remove" and "salvage" existing from its location, if it does exist. "Restore", "Renovate", or "Remodel" and "Reinstall: in its existing location. Reincorporate and "re-work" the original work to the extent required by the Contract Documents.
- B. If the "Existing" item, so indicated, is missing, defective, or unsuitable as "Existing", then "Reconstruct" only that portion with "New" products and incorporate as was original. Syn. Replace.

1.09 RELOCATE - ("REINSTALL" IN A NEW LOCATION):

A. "Reinstall" in a new location as indicated on Drawings.

1.10 REMAIN - (TO LEAVE WHERE IT IS EXISTING):

A. The final location of an item in its "existing" position, however, this shall not mandate the fact that this item will not move during this contract, specifically in order to "Preserve" or "Rework".

1.11 REMOVE - (TO TAKE FROM EXISTING LOCATION):

A. Work required to extract a portion or whole by one or a combination of methods and moved to a new location.

1. "Abandoned": Remove items by dismantling, excavation, extraction, or demolition, if acceptable.
2. Salvage: Remove by disassembly. "Relocate".
3. Products: Where a specific portion of component of an assembly or whole is to be removed, take all precautions to prevent damage, defacement, and displacement to the "existing" to remain (i.e., mortar, bricks, and finishes).

1.12 RENOVATE - (TO REPAIR AND MAKE NEW):

A. The process required to bring an item to a present new standard of condition required by the Contract Documents (e.g., to "rework" "existing" "suitable" "salvage" "products" and perform "new" work and "additions" required). (Syn. rehabilitate, recondition, repair.)

1.13 REPLACE - (TO TAKE THE PLACE OF):

A. "Remove" "existing" unserviceable product and provide "new" product in place of unserviceable product.

1.14 REUSE - (TO USE AS ONCE WAS):

A. The use of "suitable" "salvage" for incorporation or re-incorporation in the Work. "Remove", "Relocate", and "Reinstall" as required for "Reuse".

1.15 SALVAGE - (TO BECOME ABANDONED):

A. "Remove", protect, "preserve" incomplete material condition as found "existing". Also to "Save". Determine suitability for incorporation in this Contract. Store at a location mutually agreed upon. Dispose of all "Excess".

1.16 UNKNOWN - (NOT SHOWN ON DRAWINGS):

A. Products beneath surfaces indicated by drawings and encountered during the Work. Immediately support, shore, and protect. Immediately notify the Consultant and authority having jurisdiction. Allow free access for inspection. "Preserve" in proper condition until the Consultant determines definition and interpretation of Work. Take such measures as required for protection, reinforcement, or adjustment.

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PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 07 50

SECTION 01 11 00

SUMMARY OF WORK

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Replacement and/or installation of new window air conditioning (A/C) units in existing windows of apartments at Cuney Homes, Irvinton Village, and Kelly Village apartments. Work includes, but is not limited to, the following:
 - 1. Remove existing individual A/C units in existing windows at designated locations, where applicable.
 - 2. Remove existing glass lites from existing windows at designated locations, where applicable.
 - 3. Install and secure new sheet metal infill panels in existing window frames.
 - 4. Connect new A/C units to existing electrical service.
 - 5. Paint interior finishes where damaged.

1.02 WEATHER PROTECTION:

- A. Maintain weatherproofing of exhaust vent roof penetration during work.

1.03 CONTRACTOR'S USE OF PREMISES:

- A. Confine operations at site to areas permitted by law, ordinances, permits and to limits of Contract as shown on Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move stored products which interfere with operations of Owner.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Coordinate use of premises under direction of Owner's Representative.
- H. Use of Site for Work and Storage:
 - 1. Restrict Work to areas indicated on Drawings.
 - 2. Store materials off site except for minor amounts of material which may be stored at designated staging area as approved by Owner.
 - 3. Access site in areas approved by Owner.
 - 4. Restrict parking to specific areas as approved by Owner.
 - 5. Restrict debris removal to Owner-approved area of building site.
 - 6. Restrict location of construction cranes to areas as approved by Owner.
- I. Maintenance of Access and Operations:
 - 1. Do not perform operations that would interrupt or delay Owner's daily operations.
 - 2. Maintain access to existing building, facilities, parking, streets, and walkways; especially fire lanes.

3. Schedule demolition and renovation operations with Owner in such a manner as to allow Owner operations to continue with minimum interruption.
4. During period of construction, do not obstruct exit ways of Owner-occupied areas in any manner.
- J. Maintenance of Existing Services:
 1. Do not disrupt existing utility services to existing building.
 2. Maintain environmental control in existing building, especially temperature, humidity, and dust control.
 3. Provide temporary lines and connections as required to maintain existing mechanical and electrical services in building.
 4. Notify Owner a minimum of four days prior to each required interruption of mechanical or electrical services in building. These interruptions shall be only at such times and for lengths of time as approved by Owner. In no event shall interruption occur without prior approval of Owner.
- K. Building Access: Access to construction areas shall be as designated by Owner.

1.04 BUILDING OCCUPANCY:

- A. Building will be occupied during entire period of construction for the conduct of normal, daily operations. Cooperate with Owner's Representative and building management in construction operations to minimize conflict and to facilitate building usage.
- B. Contractor shall conduct operations so as to ensure least inconvenience to Owner's operations.
- C. Contractor shall take precautions to avoid excessive noise or vibration that would disturb building operations. When directed, Contractor shall perform certain operations at designated time of day or night in order to minimize disturbance to building operations.

PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 11 00

SECTION 01 31 19

PROJECT MEETINGS

PART ONE - GENERAL

1.01 PRE-CONSTRUCTION MEETING:

- A. A Pre-construction meeting will be held at the site at a time to be designated by Owner.
- B. Representatives of Contractor, including project superintendent, foreman, and subcontractors, shall meet with Owner and building management.

1.02 AGENDA:

- A. As a minimum, the following items will be on meeting agenda:
 - 1. Designation of personnel.
 - 2. Communication.
 - 3. Construction Schedule.
 - 4. Critical work sequencing and deck repair procedures.
 - 5. Existing facilities and maintenance of operation.
 - 6. Submittals procedures.
 - 7. Project record documents procedures.
 - 8. Processing Field and Change Orders.

1.03 AGENDA FOR PRE-CONSTRUCTION MEETING

- A. Attendance:
 - 1. Owner's Representative.
 - 2. Building Management.
 - 3. Consultant/Engineer.
 - 4. Contractor Representatives.
 - 5. Subcontractors.
- B. Sign-in list for attendees including names and contact information.
- C. Contract Review:
 - 1. Execution.
 - 2. Schedule of values.
 - 3. Notice to proceed and start date.
 - 4. Project communications and problem resolution.
 - 5. Change order and additional work order processing.
- D. Job Site Conditions and Requirements:
 - 1. Services (temporary):
 - a. Water.
 - b. Power.
 - c. Sanitary facilities.
 - d. Parking areas.

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- 2. Site Access and Restrictions:
 - a. Set-up areas, material storage, and handling.
 - b. Protection of buildings, grounds, and building interior.
- 3. Working Area and Preparation:
 - a. Review work flow and schedule.
 - b. Preparation work.
 - c. Protection of existing building finishes.
- E. Technical Sections:
 - 1. Review submittals.
 - 2. Material storage methods.
 - 3. Coordination of work.
 - 4. System review.
- F. Safety and Security - Review Contractor responsibilities, and establish Owner monitoring procedures.
- G. Summary and Questions
- H. Issue record of meeting minutes to attendees.

1.04 AGENDA FOR PROJECT MEETING

- A. Attendance:
 - 1. Owner's Representative.
 - 2. Building Management.
 - 3. Consultant/Engineer.
 - 4. Contractor's Representative.
 - 5. Subcontractors.
- B. Sign-in list for attendees, including names, phone numbers, and company name.
- C. Project Review:
 - 1. Problem resolution.
 - 2. Project communication.
 - 3. Change order and/or additional work.
 - 4. Review projected work flow and schedule against work completed to date.
 - 5. Progress payment processing.
- D. Job Site Conditions:
 - 1. Review set-up area, material storage, and handling.
 - 2. Review work to date against schedule.
 - 3. Review quality of work to-date.

PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 31 19

SECTION 01 33 00

SUBMITTALS

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Submittals required by Specification Sections and as listed in attached List of Submittals.

1.02 REQUIRED SUBMITTALS:

- A. Copy of the Contractor's executed insurance certificate.
- B. Copy of the Contractor's executed payment and performance bonds.
- C. Shop drawings of details.
- D. Manufacturer's product data sheets and Safety Data Sheets (SDS) on each material proposed for usage.
- E. Sample of warranties/guarantees that are to be issued upon project completion.
- F. Submit list of subcontractors proposed to perform work.
- G. Detailed project schedule showing work phasing and proposed daily progress schedule.
- H. Permits, notices, and approvals of governing bodies or agencies.

1.03 SHOP DRAWINGS:

- A. Original drawings, prepared by Contractor, subcontractor, supplier, or distributor, which illustrate some portion of the Work, showing fabrication, layout, setting, or erection details.
- B. Prepare shop drawings for those details specific to the subject project. Indicate on a drawing the proposed location of detail presented on shop drawing.

1.04 PRODUCT DATA:

- A. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data for each material proposed for use in construction.
 - 1. Clearly mark each copy to identify pertinent materials, products, or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Indicate the Specification Section and sub-paragraph that applies to each submittal.

1.05 SAMPLES:

- A. Physical examples to illustrate materials, equipment, and workmanship; and to establish standards by which completed Work is judged, if requested.

1.06 CONTRACTOR RESPONSIBILITIES:

- A. Review shop drawings, product data, and samples prior to submission. Initial, sign, or stamp, certifying the Contractor's review of the submittal.
- B. Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and of Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer/Consultant review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by the Engineer's/Consultant's review of submittals, unless Consultant gives written acceptance of specific deviations.
- F. Notify Engineer/Consultant, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work which requires submittals until return of submittals with Engineer's/Consultant's indicating review and indication to proceed as noted. Work performed prior to submission and approval of submittals may be subject for rejection.
- H. Any unforeseen condition should be brought to the attention of the Engineer/Consultant and HHA prior to performing any work.

1.07 SUBMISSION REQUIREMENTS:

- A. Schedule submissions to the Engineer/Consultant immediately after Contract award.
- B. Submit electronic copy of submittals.
- C. Submit three of each sample requested.
- D. Accompany submittals with transmittal containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. The number of each submittal.
 - 5. Notification of deviations from Contract Documents.
- E. Provide submittals bound together with a Cover and Table of Contents.

1.08 RE-SUBMISSION REQUIREMENTS:

- A. Product Data and Samples: Submit new data and samples as required for initial submittal.
- B. Shop Drawings:
 - 1. Revise initial drawings as required and re-submit as specified for initial submittal.
 - 2. Indicate on drawings any changes which have been made other than those requested by Owner.

1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW:

- A. Engineer/Consultant will retain approved submittals.
- B. Engineer/Consultant will forward approved submittals to Owner.
- C. Engineer/Consultant will return approved submittals to Contractor.
- D. Contractor shall distribute approved submittals as required for construction.

1.10 LIST OF SUBMITTALS:

SECTION 01 33 00 - SUBMITTALS

- Submittals – 1 electronic copy.

SECTION 01 60 00 - MATERIAL AND EQUIPMENT

- Substitution Request Form – 1 copy.

SECTION 01 70 00 - CONTRACT CLOSEOUT

- Warranties and Bonds.
- Evidence of Payment and Release of Liens.

SECTION 02 07 20 - MINOR DEMOLITION AND RENOVATION WORK

- Product Data.

SECTION 07 92 20 - JOINT SEALANTS

- Product Data.

SECTION 09 90 00 - INTERIOR PAINTING

- Product Data.

SECTION 23 81 00 – SELF-CONTAINED A/C UNITS

- Product Data.
- Shop Drawings.
- Operations Manual.

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PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 33 00

SECTION 01 35 16

ALTERATIONS PROJECT PROCEDURES

PART ONE - GENERAL

1.01 DESCRIPTION:

- A. Summary: The procedures and administrative requirements of this Section apply to all of the following Sections of the Specification which are involved in alterations to the existing building.
- B. Extent Notes: Cut into or partially remove portions of the existing building as necessary to make way for new construction. Include such work as:
 - 1. Cutting, moving, or removal of items shown to be cut, moved, or removed.
 - 2. Cutting, moving, or removal of items not shown to be cut, moved, or removed, but which must be cut, moved, or removed to allow new work to proceed. Work or items which are to remain in the finished work shall be patched or reinstalled after their cutting, moving, or removal, and their joints and finishes made to match adjacent or similar work.
 - 3. Removal of existing surface finishes as needed to install new work and finishes.
 - 4. Removal of abandoned items and removal of items serving no useful purpose.
 - 5. Repair or removal of dangerous or unsanitary conditions resulting from alterations work.

1.02 SCHEDULING AND ACCESS:

- A. Work Sequence: Contractor shall submit detailed project plan with work sequence and phasing schedule.
- B. Security:
 - 1. Be solely responsible for job site security.
 - 2. Protect completed work and stored items from vandalism and theft.
 - 3. Contact Owner for access to all security areas.
- C. Maintenance of Access and Operations:
 - 1. During period of construction, Owner will continue to perform normal activities in existing building. Maintain proper and safe access to Owner-occupied areas at all times.
 - 2. Schedule demolition and remodeling operations with Owner in such a manner as to allow Owner operations to continue with minimum interruption.
 - 3. During period of construction, do not obstruct existing exit ways of Owner-occupied areas in any manner.
- D. Maintenance of Existing Services:
 - 1. Maintain environmental control in existing building, especially temperature, humidity, and dust control.
 - 2. Provide temporary lines and connections as required to maintain existing mechanical and electrical services in building.
 - 3. Equipment handling shall be limited to Owner-approved hours and may be limited to night time hours.

4. Notify Owner a minimum of ninety-six hours prior to each required interruption of mechanical or electrical service in building. Such interruptions shall be only at such times and for lengths of time as approved by Owner. In no event shall interruption occur without prior approval of Owner.
- E. Temporary Barricades:
 1. Provide and erect barricades as necessary to protect personnel, employees, passersby, etc., from hazards resulting from the Work during construction operation.
 2. Prevent public access to construction activities, equipment, and storage areas.

1.03 ALTERATIONS, CUTTING AND PROTECTION:

- A. Extent:
 1. Perform cutting and removal work so as not to cut or remove more than is necessary and so as not to damage adjacent work.
 2. Conduct work in such a manner as to minimize noise and to minimize accumulation and spread of dirt and dust.
 3. Perform cutting for ductwork and other rectangular openings with carborundum saw with approved dust arrestor.
- B. Securement of Openings: Protect all openings made with barricades to prevent accidents to Owner's and Contractor's personnel. It will be the responsibility of this individual to alert personnel in the area of the work being performed overhead, to watch for falling debris, and to broom clean the area each day.
- C. Responsibility and Assignment of Trades:
 1. Contractor shall assign the work of moving, removal, cutting, patching, and repair to trades under his supervision so as to cause the least damage to each type of work encountered, and so as to return the building as much as possible to the appearance of new work.
 2. Patching of finish materials shall be assigned to mechanics skilled in the work of the finish trade involved.
- D. Protection:
 1. Protect remaining finishes, equipment, and adjacent work from damage caused by cutting, moving, removal, and patching operations. Protect surfaces which will remain a part of the finished work.
 2. Cover existing walls and floors where necessary to prevent damage from construction operations.
 3. During demolition, cutting, and construction, provide positive dust control by wetting dusty debris and by completely sealing openings to Owner-occupied areas with temporary seals so as to prevent spread of dust and dirt to interior areas.
 4. After materials are installed, properly protect Work until final acceptance.
 5. Repair any damage resulting from construction operations without cost to Owner.
- E. Special Protection:
 1. Comply with welding and cutting precautions specified in Section 01 50 00 - Temporary Facilities and Controls. In addition, provide Type I fire retardant enclosure around area of welding.

F. Debris:

1. Remove debris from the site daily. Removed material becomes property of the Contractor. Load removed material directly on trucks for removal from site. Dispose of removed material legally. Do not allow debris to enter sewers.
2. Do not allow material accumulations to endanger structure.
3. Submit material storage and disposal plan for review prior to job start.

1.04 PATCHING, EXTENDING, AND MATCHING:

- A. Patch and extend existing work using skilled mechanics who are capable of matching the existing quality of workmanship. The quality of patched or extended work shall not be less than that which exists.
- B. In areas where any portion of an existing finished surface is damaged, lifted, stained, or otherwise made or found to be imperfect, patch or replace the imperfect portion of the surface with matching material.
- C. Provide adequate support or substrate for patching of finishes.
- D. Quality:
 1. In the Sections of the product and execution of Specifications which follow these General Requirements, no concerted attempt has been made to describe each of the various existing products that must be used to patch, match, extend, or replace existing work. Obtain all such products in time to complete the Work on schedule. Such products shall be provided in quality which is in no way inferior to the existing products.
 2. The quality of the products that exist in the building, as apparent during pre-bid site visits, shall serve as the Specification requirement for strength, appearance, and other characteristics.
- E. Transitions:
 1. Where new work abuts or finishes flush with existing work, make the transition as smooth and workmanlike as possible. Patched work shall match existing adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of no closer than 3 feet (1m).
 2. Where masonry or other finished surface is cut in such a way that a smooth transition with new work is not possible, terminate the existing surface in a neat fashion along a straight line at a natural line of division and provide trim appropriate to the finished surface.
- F. Restore existing work that is damaged during construction to a condition equal to its condition at the time of the start of the Work, and to satisfaction of Owner.

1.05 REPAIR:

- A. Replace work damaged in the course of alterations, except at areas approved by Owner for repair.
- B. Where full removal of extensive amounts of almost-suitable work would be needed to replace damaged portions, then filling, straightening, and similar repair techniques, followed by finishing, will be permitted.
- C. If the repaired work is not brought up to the standard for new work, Owner will direct that it be cut out and replaced with new work.

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PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 35 16

SECTION 01 40 00

QUALITY CONTROL

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. General Quality Control.
- B. Manufacturers' Field Services.

1.02 QUALITY CONTROL, GENERAL:

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Contractor shall be approved by manufacturer to perform the work for the specified guarantee period. Contractor shall have completed previous projects utilizing same materials and provide same warranty as specified herein.
- C. Examine each phase of Work and have defective conditions corrected before starting subsequent operations which would cover, or are dependent upon, work in question.
- D. Where visual examination is not sufficient use instruments with qualified operators to examine work.

1.03 WORKMANSHIP:

- A. Comply with industry standards, except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Utilize qualified personnel who have experience with the specified materials to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, racking, and wind forces.
- D. Provide finishes to match accepted samples.

PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 40 00

SECTION 01 43 39

MOCK-UPS

PART ONE - GENERAL

1.01 DESCRIPTION:

- A. Preparation of mock-ups representing proposed finished materials and/or systems/assemblies for review and approval.

1.02 QUALITY ASSURANCE:

- A. Contractor to prepare mock-ups utilizing materials proposed for the finished product and to simulate the desired appearance of the finished product.
- B. Construct mock-ups at locations on the building for review.
- C. Mock-ups shall be of appropriate size to depict finishes and connections.
- D. Materials, finishes, thickness, attachments, dimensions, and profiles shall be as specified herein and as shown within the project.
- E. Owner or Owner's Representative reserves the right to require any modifications deemed necessary. No requests for extra costs will be entertained unless an upgrade of the original design is involved.
- F. Mock-ups shall constitute standard of acceptance for remaining work.

1.03 SCHEDULE OF MOCK-UPS:

- A. Typical infill panel.
- B. Typical A/C unit installation.

PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 43 39

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART ONE - GENERAL

1.01 SANITARY FACILITIES:

- A. Provide adequate temporary chemical toilets at time Work is commenced.
- B. Maintain facilities in compliance with applicable health laws and regulations. Keep clean and unobtrusive.
- C. Upon completion of Work, remove these facilities and all traces thereof.

1.02 STORAGE OF MATERIALS:

- A. Provide suitable non-combustible, watertight coverings for storage of materials subject to damage by weather. Covering shall be of sufficient size to hold materials required on site at one time. Pallets shall be raised at least 6-inches (150mm) above ground, on heavy joists or sleepers.
- B. If temporary storage sheds are used, locate storage areas where directed, maintain in good condition, and remove storage sheds when so directed. Locate storage areas of combustible construction a minimum of 30 feet (10m) from existing building.
- C. Store materials on site unless otherwise approved by Owner.
- D. Cover and protect materials subject to damage by weather, including during transit.
- E. Do not use building as storage facility.
- F. Provide additional storage at no cost to Owner in the event that additional storage area is required beyond that provided at project site.
- G. Stored materials shall be available for inspection by Owner at all times.
- H. Store flammable and volatile liquids in sealed containers located a minimum of 20 feet from existing buildings.
- I. Transport flammable or volatile liquids in, and use from, U.L. listed safety cans.
- J. Deliver material and equipment in manufacturer's original packaging with all tags and labels intact and legible. Handle and store material and equipment in such a manner as to avoid damage. Liquid products shall be delivered sealed, in original containers.
- K. Proper storage of materials is the sole responsibility of Contractor. Protect all materials susceptible to moisture including, but not limited to, wood, and plywood in dry, above ground, watertight storage. Keep all labels intact and legible, clearly showing the product, manufacturer, and other pertinent information.
- L. Reject any materials becoming wet or damaged and remove from the jobsite immediately.
- M. Maintain products liable to degrade as a result of being frozen above 40 degrees Fahrenheit (4 degrees Celsius) in heated storage.
- N. Random samples of all materials susceptible to moisture will be taken at various stages of the installation to ensure no significant variations in moisture.

1.03 TEMPORARY WATER:

- A. Make arrangements with Owner for water required for construction.
- B. Provide hoses for conveyance.

1.04 TEMPORARY ELECTRICAL SERVICE:

- A. Make arrangements with Owner for temporary electrical service for completion of the Work.
- B. Provide all necessary temporary wiring (in conduit if requested by Owner), extensions, and temporary lighting devices.

1.05 TEMPORARY LADDERS, SCAFFOLDS, HOISTS:

- A. Furnish and maintain temporary ramps, scaffolds, hoists, and other equipment as required for proper execution of Work.
- B. Such apparatus, equipment, and construction shall meet requirements of applicable federal, state, and local safety and labor laws.

1.06 GUARDRAILS, BARRICADES, AND TEMPORARY COVERINGS:

- A. Provide barricades as required to protect natural resources, site improvements, existing property, adjacent property, and passers-by.
- B. Where pedestrian traffic is through or adjacent to work areas, provide necessary guardrails and barricades to protect pedestrians and to prevent pedestrian access to Work areas.
- C. Remove guardrails and barricades at completion of construction.
- D. Provide suitable protection for stairs, sidewalks, and/or walls and floors in areas used for contractor to perform work.
- E. Provide protective fencing around storage areas.

1.07 PROTECTION:

- A. Maintain bench marks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
- B. Protect existing adjacent streets, sidewalks, curbs, buildings, and property including trees, lawns, and plants.

1.08 TEMPORARY FIRE PROTECTION:

- A. During construction, Contractor and his subcontractors and sub-subcontractors and their agents and employees shall comply with fire safety practices as outlined in NFPA Pamphlet 241 and local fire protection codes, and in addition shall:
 - 1. Provide following stored pressure extinguishers during entire construction period:
 - a. One U.L. rating 4A-60B:C dry chemical fire extinguisher.
 - b. One U.L. rating 2A 2-1/2 gallon water fire extinguisher.
 - c. One U.L. rating 10B:C carbon dioxide fire extinguisher with horn and hose assembly.
 - 2. Contractor's superintendent or other assistant superintendents shall be appointed as project fire warden for entire construction period.
 - 3. Train workmen in proper use of each type fire extinguisher.

4. Post telephone number of fire department, specific information regarding location of on-site fire fighting equipment, and procedures to be followed in event of fire.
5. Maintain free access at all times to fire extinguisher equipment, street fire hydrants, and outside connections for standpipe hose systems.
6. Maintain all exit facilities and access thereto, free of material and other obstructions.

1.09 EMPLOYEE CONTROL:

- A. Do not allow construction employees to enter Owner-occupied areas. Maintain construction traffic in designated access routes.

1.10 PARKING FACILITIES:

- A. Parking area for a designated number of construction personnel vehicles will be made available at the site by Owner.

1.11 CLEANING DURING CONSTRUCTION:

- A. Oversee cleaning and ensure that building and grounds are maintained free from accumulations of waste materials and rubbish.
- B. Sprinkle dusty debris with very fine water mist to control accumulation of dust. Do not use water in quantity so as to puddle.
- C. At not less than every day during progress of work, clean up work areas and access areas and dispose of waste materials, rubbish, and debris.
- D. At Contractor's option, on-site dump containers may be used for collection of waste materials, rubbish, and debris. Locate containers a minimum of 30 feet (10m) away from building entrances at a location acceptable to Owner. If used, remove containers when filled.
- E. Do not allow waste materials, rubbish, and debris to accumulate and become an unsightly or dangerous condition.
- F. Remove waste materials, rubbish, and debris from site and legally dispose of at public or private dumping areas off Owner's property.
- G. Keep streets and access to site free of rubbish and debris.

1.12 PERMITS:

- A. Obtain and pay for all required local and state permits, licenses, and registrations. Work may be subject to ordinances, laws, codes, and regulations.
- B. Prior to bidding, notify Owner and Consultant of any violation, omission, or questions of compliance. Required corrections to Specifications will be made via Addenda prior to receipt of Bids.
- C. Be responsible for full compliance and bear cost of additional work not specified that may be required by authorities having jurisdiction.

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1.13 REGULATORY REQUIREMENTS:

- A. International Building Code (IBC), latest edition; as amended by City of Houston.
- B. Occupation Safety and Health Administration (OSHA) requirements, as applicable.
- C. United States Environmental Protection Agency (EPA) requirements, as applicable.
- D. Adhere to all limitations, cautions, and regulatory standards referenced by the manufacturer of each material provided.

PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 50 00

SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Material and Equipment Incorporated Into Work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type, and quality specified, or as specifically approved in writing by Owner.
 - 3. Manufactured and Fabricated Products:
 - a. Design, fabricate and assemble in accordance with recognized industry standards.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of same kind shall be identical, by same manufacturer.
 - d. Products suitable for service conditions.
 - e. Adhere to equipment capacities, sizes, and dimensions shown or specified unless variations are specifically approved in writing.
- B. Do not use material or equipment for purposes other than that for which it is designed or is specified.

1.02 REUSE OF EXISTING MATERIAL:

- A. Except as specifically indicated or specified, materials and equipment removed from existing structure shall not be used in completed Work.
- B. For material and equipment specifically indicated or specified to be reused in Work:
 - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in completed Work.
 - 2. Arrange for transportation, storage, and handling of products which require off-site storage, restoration, or renovation. Pay costs for such work.

1.03 MANUFACTURER'S INSTRUCTIONS:

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in installation, including two copies to Consultant.
 - 1. Maintain one set of complete instructions at jobsite during installation and until completion.
 - 2. Submit copy to Consultant with appropriate Product Data submittal.
 - 3. Consultant will forward copy to Owner.
- B. Handle, install, connect, clean, condition, and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Consultant for further instructions.
 - 2. Do not proceed with work without clear instructions.

- C. Perform Work in accordance with manufacturer's instructions. Do not omit preparatory steps or installation procedures unless specifically modified or exempted by Contract Documents.

1.04 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.05 SUBSTITUTIONS AND PRODUCT OPTIONS:

- A. Contractor's Options:
 - 1. For products specified only by reference standard, select any product meeting that standard, by any manufacturer.
 - 2. For products specified by naming several products or manufacturers, select any product and manufacturer named.
 - 3. Products specified by naming only one product and manufacturer are to establish a quality standard. For products other than the named product, submit request for substitution as specified below.
- B. Substitutions:
 - 1. During Bidding, Owner/Consultant will consider written requests from Bidders and manufacturers for substitutions of products in place of those specified. Such requests must be received between initial solicitation and pricing submission. Requests received after that time will not be considered. Approval of proposed substitutions will be set forth in an Addendum or letter of approval. Requests for substitutions shall include data listed below.
 - 2. Submit copy of request for each substitution, supported with complete data, drawings, and appropriate samples substantiating compliance of proposed substitution with Contract Documents, including:
 - a. Product description, performance and test data, and applicable reference standards.
 - b. Name and address of similar projects on which product was used and date of installation.
 - c. Itemized comparison of qualities of proposed substitution with that specified.
 - d. Changes required in other elements of Work because of substitution.
 - e. Affect on construction schedule.
 - f. Availability of maintenance service and source of replacement materials.

- C. Contractor's Representation: Request for substitution constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.
 - 2. Will provide same warranties for substitution as for product specified.
 - 3. Will coordinate installation of accepted substitution into Work and make such other changes as may be required for Work to be complete in all respects.
 - 4. Waives all claims for additional costs, under his responsibility, related to substitution which subsequently becomes apparent.
- D. Substitutions will be not be considered if:
 - 1. They are indicated or implied on Shop Drawings or Product Data submittals without formal request submitted in accordance with this Section.
 - 2. They are submitted after time limit specified above.
 - 3. Acceptance will require substantial revision of Contract Documents.
- E. If substitution is not approved or accepted, Contractor shall furnish specified product.

PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 60 00

SECTION 01 70 00

CONTRACT CLOSEOUT

PART ONE - GENERAL

1.01 GENERAL:

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

1.02 SUBSTANTIAL COMPLETION:

- A. Contractor: Shall notify Consultant and Houston Housing Authority that Project is substantially complete and schedule time for inspection.
- B. Consultant and Houston Housing Authority will make an inspection after notification.
- C. Should Consultant and Houston Housing Authority consider Work not complete:
 - 1. Contractor will be notified in writing, stating reasons.
 - 2. Contractor shall complete Work and send second written notice to Consultant and Houston Housing Authority certifying Project is substantially complete.
 - 3. Consultant and Houston Housing Authority will reinspect Work.

1.03 FINAL INSPECTION:

- A. Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed by Contractor.
 - 2. Project has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in presence of Owner's Representative and are operational.
 - 5. Project is complete and ready for final inspection by Consultant and Houston Housing Authority.
- B. Consultant and Houston Housing Authority will make final inspection after notification from Contractor.
- C. Should Consultant and Houston Housing Authority consider Work complete in accordance with requirements of Contract Documents, Contractor will be requested to make Project Closeout submittals.
- D. Should Consultant and Houston Housing Authority consider Work not complete:
 - 1. Contractor will be notified in writing, issuing inspection list to Contractor with noted items requiring further consideration.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and submit initialed inspection list to Consultant and Houston Housing Authority certifying Work is complete.
 - 3. Consultant and Houston Housing Authority will reinspect Work.

1.04 CLOSE-OUT SUBMITTALS:

- A. Evidence of compliance with requirements of governing authorities.
- B. Warranties and Bonds: Refer to requirements of this Section.
- C. Evidence of Payment and Release of Liens: Refer to requirements of General and Supplementary Conditions.

1.05 WARRANTY/GUARANTEE:

- A. Submit original and duplicate copies of both Contractors' Warranties and Manufacturers' Guarantees to Consultant for review. After review, Consultant will forward documents to Owner. Consultant shall approve final pay application (retainage) upon receipt of approved Contractors' Warranties and Manufacturers' Guarantees.

1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS:

- A. Final Release and Waiver of Liens:
 - 1. Contractor's Waiver of Liens.
 - 2. Separate waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with complete list of those parties.
- B. All submittals shall be notarized and sealed before delivery to Consultant.

1.07 FINAL ADJUSTMENT OF ACCOUNTS:

- A. Submit final statement of accounting to Consultant and Houston Housing Authority.
- B. Statement shall reflect all adjustments.
 - 1. Original Contract Sum.
 - 2. Additions and Deductions resulting from:
 - a. Previous Change Orders.
 - b. Deductions for uncorrected Work.
 - c. Deductions for Reinspection Payments.
 - d. Deductions for unused allowances.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Consultant will prepare final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT:

- A. Submit final application in accordance with requirements of General Conditions.
- B. Owner's Representative shall review all data supplied for conformance with Contract Documents. When approved, Owner will accept the Work, release Contractor (except as to conditions of the Performance Bond, any legal rights of Owner, required guarantees, and correction of Faulty Work after final Payment), and make final payment to Contractor.
- C. Final payment will not be approved or released until receipt of proper close-out documents.

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PART TWO - PRODUCTS

Not Used.

PART THREE - EXECUTION

Not Used.

END OF SECTION 01 70 00

SECTION 01 74 00

CLEANING

PART ONE - GENERAL

1.01 GENERAL:

- A. Maintain premises free from accumulations of waste, debris, and rubbish caused by construction operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight-exposed surfaces. Leave project clean and ready for occupancy.

1.02 REQUIREMENTS OF REGULATORY AGENCIES:

- A. Codes and Standards: Applicable federal, state, and local codes and regulations relative to environmental safety regulations.
- B. Hazards Controls: Store volatile waste in covered metal containers and remove from premises daily. Prevent accumulation of wastes which create hazardous conditions.
- C. Pollution Control: Conduct clean-up and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Burning or burying of rubbish and waste materials on the project site is prohibited.
 - 2. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems or into streams or waterways is prohibited.

PART TWO - PRODUCTS

2.01 CLEANING MATERIALS:

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART THREE - EXECUTION

3.01 DURING CONSTRUCTION:

- A. Keep work area and all occupied property in neat and orderly condition at all times. Oversee cleaning and ensure that building and grounds are maintained free from accumulations of waste materials and rubbish. Sprinkle dusty debris with very fine water mist to control accumulation of dust. Do not use water in quantity so as to puddle. Do not allow waste and other materials such as rubbish, debris, wrappers, etc., to accumulate and become unsightly or hazardous.

- B. Promptly remove equipment and excess materials as they become no longer needed for the progress of the work. At not less than every day during progress of work, clean up work and access areas and dispose of waste materials, rubbish, and debris. Legally dispose of waste materials, rubbish, and debris at public or private dumping areas off Owner's property. At the completion of work, restore work area to its original condition. Lower waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Keep street and access to site free of rubbish and debris.
- C. Contractor shall be responsible for damage to or destruction of property of any sort resulting from the work or caused by defective work, or the use of unsatisfactory materials or workmanship.
- D. Contractor shall be responsible for the preservation of all private property, trees, fences, etc., along the adjacent street, right-of-way, etc., and shall use every precaution necessary to prevent damage or injury thereto. Use suitable precautions to prevent damage to pipes, conduits, and other structures.
- E. If damage to any structures, utilities, or other improvement occurs by reason of Contractor's operations even though special precautions have been employed, Contractor shall be entirely responsible for such damage and shall make all repairs as required to the satisfaction of Owner.
- F. Do not injure, destroy, or trim landscaping without authorization by Owner. Landscaping damage will be replaced by Contractor with new stock or with other stock satisfactory to Owner at the expense of Contractor.

3.02 FINAL CLEANING:

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastics, adhesives, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Repair, patch, and touch-up marred surfaces to match adjacent finishes.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Clean stairwells, elevators, and delivery areas.
- F. Prior to final completion or Owner occupancy, conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that entire Work area is clean.

END OF SECTION 01 74 00

SECTION 02 07 20

MINOR DEMOLITION AND RENOVATION WORK

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Miscellaneous and incidental demolition and renovation work performed in order to perform specified work and related to miscellaneous work.
- B. Renovation of existing window frames.
- C. Repairs and painting interior finishes.

1.02 RELATED SECTIONS:

- A. 07 62 00 - Sheet Metal Flashing & Trim.
- B. 07 92 00 - Joint Sealants.
- C. 09 91 00 - Interior Painting.
- D. 23 81 00 - Self-contained A/C Units.

1.03 REFERENCES:

- A. American Society for Testing and Materials (ASTM).
- B. Corps of Engineers (CRD).

1.04 PROJECT CONDITIONS:

- A. Environmental Requirements: Do not remove existing materials in inclement weather or when rain is predicted with 30 percent possibility.
- B. Emergency Equipment: Maintain on-site materials necessary to apply emergency temporary seal in event of sudden storms or inclement weather.
- C. Smoking is prohibited inside or outside of existing building, except at designated locations.

1.05 SEQUENCING AND SCHEDULING:

- A. Sequence minor demolition and renovation with sequence of new work to maintain facility in dry, watertight condition.
- B. Coordinate work so that not more existing items are removed in one day than can be replaced in same day.
- C. Coordinate work with Owner's operational requirements.
- D. Coordinate demolition work and removal work to maintain facility in dry, watertight condition.

1.06 WARRANTY:

- A. Provide Contractor's warranty covering defects in installed materials and workmanship for period of two years from date of final acceptance.

PART TWO - PRODUCTS

2.01 MATERIALS:

A. Fasteners:

1. Concrete/Masonry Substrate: Fasteners for securing sheet metal items such as surface-mounted counterflashings, termination/compression bars, etc., to concrete substrate shall be a pre-assembled drive anchor with a coated steel or steel alloy drive screw, a lead/zinc alloy expansion anchor body (1/4-inch (6mm) diameter, 1-1/2-inch [38mm] length) and a stainless steel washer with integral rubber seal (1-1/8-inch diameter) such as "Zamac Hammer-Screw" as manufactured by Powers Fasteners, Inc.
2. Steel Substrate: Fasteners for securing steel to steel substrate shall be self-tapping No. 10, 1-1/2-inch long stainless steel screw with stainless steel washer and bonded integral rubber seal.

B. Rust Inhibitive Primer: 100 percent acrylic resin primer such as "Metalclad Interior-Exterior Acrylic Latex Flat Primer & Finish #41702", Devoe & Reynolds Co.

C. Paint: Reference 09 91 00.

D. Plywood: Pressure-treated; fire rated; CDX grade; 3/4-inch plywood.

PART THREE - EXECUTION

3.01 EXAMINATION:

- A. Examine existing building to determine existing physical conditions that affect removal of existing materials and installation of new materials.
- B. Verify that required barricades and other protective measures are in place.

3.02 PREPARATION:

- A. Take measures to maintain watertight conditions during term of Contract.
- B. Protect adjacent surfaces.

3.03 MINOR DEMOLITION OPERATIONS:

- A. Execute demolition in careful and orderly manner with least possible disturbance or damage to adjoining surfaces and structure.
- B. Avoid excessive vibrations in demolition procedures that would be transmitted through existing structure and finish materials.
- C. Remove existing glass pane/lite at designated locations of windows and clean substrate to receive new infill panels.
- D. Remove existing AC units where applicable.

3.04 MINOR RENOVATION WORK:

- A. Prepare substrates in accordance with material manufacturer's recommendations.
- B. Interior finishes: Prime and paint repaired interior walls in exposed areas.
- C. Window Frames: Remove existing glass lites at designated locations.
- D. Install new A/C units at designated window frame locations and secure to new infill panels with applicable fasteners. Install and secure brackets to base of unit and to masonry wall with specified drive-pin anchors.

3.05 CLEANING:

- A. Materials, equipment, and debris resulting from demolition operations shall become property of Contractor. Remove and dispose of demolition debris in accordance with applicable city, state, and federal laws at authorized disposal site.
- B. Leave substrate clean and dry, ready to receive new materials.

END OF SECTION 02 07 20

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Shop or field-formed sheet metal work for installation of new window air conditioning units.

1.02 RELATED SECTIONS:

- A. 02 07 20 - Minor Demolition and Renovation.
- B. 07 92 00 - Joint Sealants.
- C. 09 91 00 - Interior Painting.

1.03 REFERENCES:

- A. American Society for Testing and Materials (ASTM).
- B. Federal Specifications (FS).
- C. Sheet Metal and Air Conditioning Contractor's National Association, Inc. (SMACNA): Architectural Sheet Metal Manual, latest edition.

1.04 WARRANTY:

- A. Contractor's Warranty: Provide Owner a written warranty which shall warrant sheet metal work to be free of leaks and defects in materials and workmanship for two years after date of final acceptance by Owner.
- B. For pre-finished metal, provide manufacturer's twenty-year guarantee covering deterioration or failure of the fluoropolymer finish.

PART TWO - PRODUCTS

2.01 MANUFACTURERS:

- A. Acceptable Pre-finished Sheet Metal Manufacturers:
 - 1. Berridge Manufacturing Company.
 - 2. Peterson Aluminum Corporation (PAC CLAD).
 - 3. McElroy Metals, Inc.
 - 4. Metal Building Components, Inc. (MBCI).
 - 5. Firestone Metal Co (Una-Clad).
 - 6. Or approved equal.

2.02 SHEET METAL MATERIAL:

- A. Pre-finished Metal: "Kynar 500" or "Hylar 5000" fluoropolymer pre-finished aluminum sheet metal, minimum .040; "Kynar 500" or "Hylar 5000" finish shall consist of a two coat Polyvinyladine flouride, minimum 70 percent by weight in coatings, dry film thickness 1 mil, factory applied by metal manufacturer or supplier. Color selected by Owner from manufacturer's standard color chart.
- B. Stainless Steel Sheet Metal: ASTM A 240, Type 304, ASTM A480, No. 2B/2D Mill Finish, gauge as scheduled.
- C. Steel Angles: Pre-finished aluminum angle; 2-inch x 2-inch x 1/8-inch.

2.03 FASTENERS:

- A. Heads of fasteners, including but not limited to, rivets, screws, and bolts, that are exposed or visible shall have same manufactured finishes as item being secured; color to match when applicable.
- B. Fasteners:
 - 1. Wood Substrate: Fasteners for securing steel to wood substrate shall be No. 10 stainless steel screw with wafer head.
 - 2. Bolts: 3/16-inch stainless steel bolt with tamper-resistant head with steel bonded rubber washer and acorn nut.
 - 3. Rivets: Stainless steel material for the head and stem, closed end, color to match sheet metal items being adjoined

2.04 RELATED MATERIALS:

- A. Adhesives: Type recommended by flashing sheet manufacturer for waterproof and weather resistant seaming and adhesive application of flashing sheet.
- B. Metal Accessories: Sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gauge required for performance.
- C. Self-adhering Through-wall Membrane: Self-adhering sheet membrane such as Henry Company's "Blueskin TWF".
- D. Sealant:
 - 1. Type A: Medium modulus silicone sealant for sealing metal-to-metal surface (i.e. metal edge, cover plates) such as "Sikasil WS-295" by Sika Corp., "795 Silicone Building Sealant" by Dow Corning, or "GE Silpruf 2000" by Momentive; color to match finish of metal.
 - 2. Type B: Latex sealant such as "Alex Painters All-purpose Acrylic Latex Caulk" by DAP
 - 3. Type C: One-part gun grade polyether sealant such as "925 BES Sealant" by Henry.
 - 4. Type D: Double-sided compressible closed-cell foam tape by Saint-Gobain/Norton, 3M, or approved equal.
 - 5. Type E: Gun-grade polyurethane sealant, such as "Dymonic 100" by Tremco, "SikaFlex" by Sika, or approved equal.

2.05 FABRICATION - GENERAL:

- A. Fabricate work in accordance with SMACNA Architectural Sheet Metal Manual and other recognized industry practices and reviewed shop drawings.
- B. Comply with material manufacturer's instructions and recommendations for forming material.
- C. Fabricate for waterproof and weather resistant performance with expansion provisions for running work sufficient to permanently prevent leakage, damage, or deterioration of work. Form work to fit substrates.
- D. Make angle bends and folds for interlocking metal with full regard for expansion and contraction to avoid buckling or fullness in metal after installation.
- E. Form materials with straight lines, sharp angles, smooth curves, and true levels. Avoid tool marks, buckling, and oil canning.
- F. Fold back edges on concealed side of exposed edge to form hem.
- G. Lap joints 1-inch (25mm) minimum. Rivet and solder joints on parts that are to be permanently and rigidly assembled for stainless steel sheet metal. Install rivets, spaced 1-inch (25mm) on-center and apply solder to secure and seal exposed edge of sheet metal in a uniform continuous bead with smooth top finish. Clean residue upon completion of soldering process. Fabricate sheet metal assemblies so that adjoining sections are nested to achieve continuous metal-to-metal contact.
- H. Seams:
 - 1. Fabricate non-moving seams in sheet metal with flat-lock seams.
 - 2. Pre-finished sheet metal: Seal pre-finished metal seams with rivets, spaced 1-inch (25mm) on-center, and silicone sealant, color to match metal finish.
 - 3. Stainless Steel: Tin edges to be seamed, form seams, and solder.
- I. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant in compliance with manufacturer and SWRI standards.

2.06 FABRICATED ITEMS:

- A. Window Infill Panel: 0.040 prefinished aluminum sheet metal.
- B. Window Infill panel end cap: 0.032 prefinished aluminum sheet metal.

PART THREE - EXECUTION

3.01 EXAMINATION:

- A. Verify that substrates are smooth and clean to extent needed for sheet metal work.
- B. Verify that substrates to receive sheet metal are installed and free of concrete and soil.
- C. Do not start sheet metal work until conditions are satisfactory.

3.02 INSTALLATION:

- A. Install sheet metal with lines, arises, and angles sharp and true, and plane surfaces free from objectionable wave, warp, or buckle. Exposed edges of sheet metal shall be folded back to form 1/4-inch (6mm) hem on concealed side from view. Finished work shall be free from water retention and leakage under all weather conditions. Install prefabricated corners or transitions at changes in direction, elevation or plane, and at intersections. Locate field joints not less than 12-inches (300mm), nor more than 3 feet (1m) from actual corner. Laps for all metals, except for prefinished metal, shall be 1-inch (25mm) wide, fastened with rivets spaced 1-inch (25mm) on-center and soldered.
- B. Anchor units of work securely in place to prevent damage or distortion from wind or buckling, but not less than 6-inches (300mm) on center. Provide for thermal expansion of metal units; conceal fasteners where possible; and set units true to line and level as indicated.
- C. Install fabricated sheet metal items in accordance with SMACNA Architectural Sheet Metal Manual recommendations.
- D. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces with self-adhering sheet, or other permanent separation at locations of contact as recommended by manufacturer or fabricator. Do not use materials incompatible with adjacent materials.
- E. Window Infill Panel:
 - 1. Adhere prefinished sheet metal to both sides of plywood base with uniform application of appropriate adhesive.
 - 2. Install and adhere sheet metal end caps on ends of infill panels.
 - 3. Set infill panel into prepared existing window frame and secure exterior side of panel to angle with through bolts spaced 6-inches o.c. in opening.
 - 4. Secure into side of panel with screws spaced 12-inches o.c.
 - 5. Apply compressible foam tape, shims, and sealant, Type "A", in accordance with detail drawings.

3.03 CLEANING:

- A. Leave work clean and free of stains, scrap, and debris.
- B. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration/damage of finishes. Paint (color to match) areas of prefinished metal where finish is damaged. Replace sheet metal items when damaged finish can not be repaired to an acceptable condition.

END OF SECTION 07 62 00

SECTION 07 92 00

JOINT SEALANTS

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Sealant at perimeters of infill panels and windows.

1.02 RELATED SECTIONS:

- A. 02 72 00 - Minor Demolition and Renovation Work.
- B. 07 62 00 - Sheet Metal Flashing and Trim.

1.03 REFERENCES:

- A. American Society for Testing and Materials (ASTM).
- B. Federal Specifications (FS).

1.04 SUBMITTALS:

- A. Product Data: Submit manufacturer's product data, joint preparation and installation instructions, color charts and Material Safety Data Sheets (SDS) for each product required.
- B. Submit manufacturer's certification that products meet specified requirements and are appropriate for project applications.
- C. Samples for Initial Selection Purposes: Submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available for each product exposed to view.

1.05 QUALITY ASSURANCE:

- A. Product Labels: Include manufacturer's name, type of sealant, and color on labels of containers.
- B. Single Source Responsibility for Joint Sealer Materials:
 - 1. Obtain joint sealer materials from single manufacturer for each different product required.
 - 2. Provide primers, joint sealers, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience as supplied and warranted by one manufacturer.

3. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.
- C. Installer Qualifications: Installer having not less than five years successful experience in comparable projects and employing personnel skilled in operations required for project.
- D. Field Sample: Upon directions of Owner, prepare 12-inch (300mm) samples in presence of Owner demonstrating removal and cleaning process and application of sealant.
- E. Use test methods standard with manufacturer to determine if priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealers to joint substrates under environmental conditions that will exist during actual installation.
- F. Installer to perform field adhesion testing using hand pull method. Perform a minimum of one test on every type of substrate and joint condition.
 1. Test Method: Test joint sealers by hand pull method described below:
 - a. Install joint sealants in 4 feet joint lengths using same materials and methods for joint preparation and joint sealant installation required for complete work. Allow sealants to cure fully before testing.
 - b. Make knife cuts as follows: A horizontal cut from one side of joint to the other followed by two vertical cuts approximately 2-inches (50mm) long at side of joint and meeting horizontal cut at top of 2-inch (50mm) cuts. Place a mark 1-inch (25mm) from top of 2-inch (50mm) piece.
 - c. Use fingers to grasp 2-inch (50mm) piece of sealant just above 1-inch (25mm) mark; pull firmly down at a 90 degree angle or more while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for ten seconds.
 2. Report whether or not sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate.
 3. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of non-compliance with requirements, will be considered satisfactory. Do not use sealants which fail to adhere to joint substrate during testing.
 4. Repair test cut areas immediately after completion of testing work.
 5. Notify in advance and conduct adhesion testing in presence of Consultant.

1.06 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver materials in original containers with seals unbroken and labels intact.
- B. Store materials in a single lockable area of project site.
- C. Protect materials from extreme temperatures and exposure. Store in accordance with manufacturer's recommendations.

1.07 PROJECT CONDITIONS:

- A. Environment: Comply with sealant manufacturer's recommended minimum and maximum installation temperatures and other weather protection.

1.08 SEQUENCING AND SCHEDULING:

- A. Do not remove more sealant than can be replaced in same day.

1.09 WARRANTY:

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty for type of sealant specified.
- B. Contractor's Warranty: Provide written warranty against leakage and defects in workmanship for a period of two years from date of final acceptance by Owner.

PART TWO - PRODUCTS

2.01 SEALANT:

- A. Sealant:
 - 1. Type A: Medium modulus silicone sealant; color to match finish; such as "Sikasil WS-295" by Sika Corp., "DOWSIL 795 Silicone Building Sealant" by Dow, "GE Silpruf 2000" by Momentive Technologies; or approved equal.
 - 2. Type B: One component polyurethane sealant; color to match adjacent finish; such as "Sikaflex 1a" by Sika Corp., "Sonolastic NP1" by Master Builders, or approved equal.
 - 3. Type C: One component polyether sealant for exterior finishes for color matching finish such as "Tite Bond Weather Master Sealant" by Franklin International, or approved equal.
 - 4. Type D: Double-sided, compressible closed-cell foam rubber tape by Saint Gobain/Norton, 3M, or approved equal.
 - 5. Type E: Sealant tape, self-adhering elastomeric butyl tape, 1/8-inch by 3/8-inch (3mm by 9mm), such as "Extru-Seal" by Pecora, or approved equal.

2.02 RELATED MATERIALS:

- A. Cleaner: Noncorrosive, nonstaining type, compatible with joint forming materials as recommended by sealant manufacturer.
- B. Backer Rod: Closed cell non-gassing polyethylene foam rod, over-sized 30 to 50 percent for joint size, compatible with sealant, sized and shaped to provide proper compression upon insertion in accordance with manufacturer's recommendations such as "Sonolastic Soft Backer-Rod" by Master Builders, "SofRod" by Namaco, or approved equal products.
- C. Bond Preventive Materials: Pressure sensitive adhesive polyethylene strip recommended by sealant manufacturer to suit application.
- D. Primer: Nonstaining type as recommended by sealant manufacturer to suit application.
- E. Masking Tape: Nonstaining, nonabsorbent type compatible with sealant and surfaces adjacent to joints.

PART THREE - EXECUTION

3.01 PREPARATION:

- A. Removing Existing Materials:
 - 1. Remove foreign matter from substrates that could interfere with adhesion of joint sealant.
 - 2. Grind masonry control joints.
 - 3. Remove existing dust, oil, grease, waterproofing, water repellent, surface dirt, and paints, except for permanent protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer.
 - 4. Remove debris from jobsite.
 - 5. Solvent wipe all existing non-porous substrates with the "Two-Cloth" Cleaning Method.
- B. Cleaning:
 - 1. Clean joints receiving sealant and adjacent surfaces in manner not to damage existing materials. Perform cleaning of joints the same day sealant is to be installed in cleaned joint.
 - 2. Remove dust and debris by blowing clean with high-pressure air.
 - 3. Wipe nonporous surfaces clean with solvent such as MEK, toluene, xylene, or isopropyl alcohol (IPA) and clean, lint free, 100 percent cotton cloths.
 - 4. Wipe non-porous surfaces with a second clean, lint free, 100 percent cotton cloth before solvent evaporates.
- C. Cleaning Metal Substrates:
 - 1. All corrosion, scale, old sealant, and existing paint coatings must be removed to clean, bright metal.
 - 2. Solvent clean contact surfaces with clean cloth and solvent such as MEK, or as required by sealant manufacturer.
 - 3. Wipe clean with a second clean, lint free cloth before solvent evaporates.
 - 4. Prime substrate if required by the sealant manufacturer.
- D. Priming:
 - 1. Prime masonry and metal substrates and other substrate materials where recommended by sealant manufacturer based upon preconstruction sealant substrate tests or prior experience.
 - 2. Apply primer to comply with joint sealer manufacturer's recommendations. Apply primer to surfaces the same day sealant is to be installed onto primed surfaces.
 - 3. Confine primers to area of joint sealer bond. Do not allow spillage or migration onto adjoining surfaces.
- E. Masking: Mask areas adjacent to joints to prevent sealant contact with surfaces that would be permanently stained or damaged by sealant or by cleaning methods required to remove excess sealant.

- F. Equipment:
 - 1. Air compressors and abrasive grinding tools may be used at this project, but strict attention must be given to the inhalation protection, muffler, noise baffles, placement of equipment, and operating hours.
 - 2. Air compressors shall not spew contaminants or any oil from the compressor, which are mixed with the expelled air. Control dust and air-quality from grinding procedures as required to prevent intrusion into the building or discomfort to building occupants.
- G. These conditions must be coordinated and approved by the Consultant prior to commencement of any work.

3.02 APPLICATION:

- A. Joint Backing:
 - 1. To achieve required joint depths, restrict depth of joints by use of joint backer rod.
 - 2. Size backer rod to allow for 30 percent minimum compression of the backer rod when installed.
 - 3. Where joint backing material is not feasible due to insufficient clearance or depth, install bond preventive material in joint.
 - 4. Three-sided adhesion of sealant is not permitted.
- B. Sealant:
 - 1. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates.
 - 2. Apply sealant in uniform continuous bead without gaps or air pockets, following manufacturer's instructions for each specific type of sealant.
 - 3. Provide uniform cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
 - 4. Provide 1/4-inch minimum adhesion on all sealant joint substrates.
 - 5. Provide 1/4-inch minimum joint thickness.
 - 6. Provide minimum width-to-thickness ratio of 2:1.
- C. Tooling:
 - 1. Tool joints to required configuration in accordance with manufacturer's recommendations.
 - 2. Tooling Non-sag Sealants:
 - a. Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration required.
 - b. Eliminate air pockets and ensure contact and adhesion of sealant with sides of joint.
 - c. Remove excess sealant from surfaces adjacent to joint.
 - d. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by manufacturer.
 - e. At crack repairs in brick masonry, apply sand in wet sealant to match finish and color of adjacent mortar or removed mortar.
- D. Remove masking immediately after tooling without disturbing joint sealant.

3.03 ADJUSTING:

- A. If damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

3.04 CLEANING:

- A. Remove excess sealant from adjacent surfaces immediately after contact with xylene or toluene.
- B. Remove debris and containers from jobsite.

3.05 PROTECTION:

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion.

3.06 SCHEDULE:

- A. Sealant "A":
 - 1. Window and infill panels.
- B. Sealant "C":
 - 1. Exterior joints to match finishes.
- C. Sealant "D":
 - 1. Window and infill panels.

END OF SECTION 07 92 00

SECTION 09 91 00

INTERIOR PAINTING

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Cleaning, preparing, and painting interior finishes.

1.02 RELATED SECTIONS:

- A. 02 72 00 - Minor Demolition and Renovation Work.
- B. 07 92 00 - Joint Sealants

1.03 DESCRIPTION OF WORK:

- A. Painting interior finishes.
- B. Touch-up painting miscellaneous sheet metal items.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.
- D. Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting.

1.04 SUBMITTALS:

- A. Color Samples: Prior to beginning work, submit samples for Owners Representative review of color and texture only. Provide a listing of material and application for each coat of each finish sample. Sample to match existing paint color and texture.
 - 1. On 12-inch (300mm) section of siding, provide two samples of each color and material with texture to simulate actual conditions. Resubmit samples as requested by Engineer/Consultant until acceptable sheen, color, and texture is achieved.
 - 2. Final acceptance of colors will be from samples applied on the job.
- B. Product Data: Submit product data, application instructions, and Safety Data Sheets (SDS) for each product used.

1.05 QUALITY ASSURANCE:

- A. Product Labels: Include manufacturer's name, type of paint, stock number, color, and label analysis on label of containers.
- B. Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

- C. Match existing color or as approved by Owner.
- D. Review with Owner's Representative, items shop primed by others to determine compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use to ensure compatible prime coats are used.

1.06 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver materials in original containers with seals unbroken and labels intact.
- B. Store rags, paint, and solvents in closed metal containers located in designated area.
- C. Comply with applicable health and fire regulations.

1.07 WARRANTY:

- A. Provide Owner a written warranty which shall warrant all paint work to be free of defects in materials and workmanship for two years after date of final acceptance.

PART TWO - PRODUCTS

2.01 MANUFACTURERS:

- A. Except as otherwise specified, materials shall be products of the following manufacturers:
 - 1. ICI Paints (Devoe).
 - 2. Sherwin-Williams Company (SW).
- B. Materials selected for coating systems for each type surface shall be product of a single manufacturer unless otherwise specified.

2.02 MATERIALS:

- A. Select products from Material List below. Select primary products of a single manufacturer for each coating or paint system, unless otherwise specified.
- B. Match existing color as approved by Owner's Representative.
- C. Omit primer coat for primed or previously painted surfaces.
- D. Paint Material List
 - 1. Acrylic Latex: Two finish coats self-priming.
 - a) Primer and Finish Coats:
 - 1) SW - "SuperPaint Acrylic Latex".
 - 2) SW - "Duration Acrylic Latex".
 - 3) Or approved equal.

PART THREE - EXECUTION

3.01 PREPARATION OF SURFACES:

- A. Do not apply finishing materials to surfaces that are not physically tight and in first class condition. Remove all foreign matter, corrosion, rough spots, prime coat paint runs, etc., and clean surfaces of dirt, rust, grease, etc. Wire brush miscellaneous steel and iron surfaces and, if necessary, sand smooth metal surfaces to have an enameled finish.
- B. If surfaces are not in suitable condition for painting and finishing and cannot be put in such condition by customary preparatory methods, promptly notify Owner's Representative or assume responsibility for and rectify any resulting unsatisfactory finish.
- C. The proper preparation of surfaces to be finished will be strictly enforced. Remove defects and refinish wherever finished surfaces show defects due to improper preparation, workmanship, etc.

3.02 WORKMANSHIP:

- A. Perform work with skilled mechanics. Spread materials evenly, flowing on without runs, lap marks, or other defects. Color undercoats of paint to match final coat closely. Allow each coat to dry thoroughly before applying succeeding coat. Match approved samples of colors and finishes. If specified number of coats do not result in proper hiding and build up, an additional coat or coats will be required at no additional cost to Owner. There shall be no spray painting in the building unless approved in writing by Owner's Representative.
- B. Provide adequate illumination for painting and finishing. Do not perform painting or finishing in dusty areas or in spaces not heated to 60 degrees Fahrenheit (15.6 degrees Celsius). Perform work only when inclement weather conditions are conducive to product application and cure.
- C. Sand surfaces lightly between coats. Carefully wipe off sanding dust before recoating. Use sandpaper of such fineness as will not leave scratches that succeeding coat of finishing material will not obliterate.
- D. Reduce paint and finishing materials, if necessary, for proper application with thinner of type and in quantities not in excess of paint and finishing materials properly stirred during application. If specified number of coats of paint or varnish do not result in proper hiding or build up due to excess thinning or improper application, an additional coat or coats will be required at no cost to Owner.

3.03 PROTECTION AND CLEANING:

- A. Protect work of other trades against injury or damage during and because of painting and finishing operations. Replace any material or surfaces damaged, or restore, if such is possible, to original condition.

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- B. Furnish and lay drop cloths in areas where painting and finishing is being done. Protect floors and other surfaces from dripping materials. Where it becomes necessary to remove temporary coverings protecting material in place in order to proceed with work, replace or provide other satisfactory means of protection.
- C. Promptly clean off spots of paint, oil, and stains from walls, bricks, hardware, and other surfaces. Do not allow them to accumulate, dry, or harden. Upon completion of the work, check finished surfaces, clean off previously undetected spots and stains used in painting and finishing from the building, and leave entire building in clean condition insofar as painting and finishing work is concerned.
- D. Store paints, varnishes, oils, thinners, and other flammable materials outside building, if possible. When necessary to store inside, only store in covered containers in area designated by owner. Remove rags and waste from building at end of each day's work. Keep fire hazard to minimum.

END OF SECTION 09 91 00

SECTION 23 01 25

TEMPORARY MECHANICAL DISCONNECTS

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Testing of equipment, disconnects of equipment, and installation of new units as shown on the drawings.

1.02 QUALITY ASSURANCE:

- A. The Contractor shall employ mechanics proficient in the trades involved.
- B. The Contractor shall disconnect equipment as scheduled in the approved construction schedule and when performing work in the immediate area of the equipment.
- C. Each unit shall be fully operational immediately after reinstallation. Shut-down time for each unit shall be limited to a four hour period unless otherwise agreed in writing by Owner's Representative.
- D. Prior to commencing any disconnections, the Owner shall be given forty-eight hours notice.

1.03 TESTING:

- A. Prior to commencing work, the Contractor shall test units in the presence of the Owner's Representative.
- B. Deficiencies in operation including unusual noises will be noted in writing and shall become a matter of record.
- C. Upon completion of the reinstallation of each unit, it shall be retested by the Contractor in the presence of the Owner's Representative.
- D. Any deficiencies which were not noted in the initial testing shall be corrected by the Contractor at his expense.

PART TWO - PRODUCTS

2.01 MATERIALS:

- A. Any replacement parts or additional materials needed due to changes in curb or pre-manufactured support heights shall be as recommended by the manufacturers of the mechanical unit or as required by governing codes, and shall match the existing materials as to type, size, thickness, and quality.

PART THREE - EXECUTION

3.01 INSTALLATION:

- A. Install equipment in accordance with manufacturer's recommendations and applicable codes and ordinances. Modify electrical service as necessary to accommodate new equipment.
- F. Units shall be installed level, plumb, and free of vibration and in accordance with unit manufacturer's original installation practices.

END OF SECTION 23 01 25

SECTION 23 81 00

SELF-CONTAINED A/C UNITS

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Furnishing labor, equipment, and materials, and performing all operations in connection with the installation of Self-contained Air Conditioning units as outlined in these Specifications, and as necessary to provide complete systems which will operate efficiently and properly.

1.02 BASIS OF DESIGN:

- A. AC units shall comply with ASHRAE Standard 90.1, including minimum requirements for Energy Efficiency Rating (EER).
- B. AC units shall have a minimum cooling capacity of 12,000 BTU / Hour.
- C. AC units shall be UL certified, and designed to operate on 220 Volts, single phase power.

1.03 WARRANTY:

- A. Furnish the following manufacturer's warranty:
 - 1. One-year manufacturer's warranty.
 - 2. Limited five-year warranty on sealed refrigerating system (compressor, condenser, evaporator, and connecting tubing).
 - 3. Available limited second-year through fifth-year parts warranty.

1.04 RELATED SECTIONS:

- A. 02 07 20 - Minor Demolition and Renovation Work.
- B. 07 62 00 - Sheet Metal Flashing and Trim.
- C. 07 92 00 - Joint Sealants.

1.05 SUBMITTALS:

- A. Provide submittals in accordance with Section 01 33 00 - Submittals.
- B. Product Data: Submit manufacturer's technical information and installation instructions and details for each product to be installed.
- C. Shop Drawings: Submit shop drawings showing the installation of components for each anticipated condition.
- D. Provide documentation that A/C unit controls comply with the requirements of the local and federal Commercial Energy Conservation Codes.

- E. Provide documentation of functional testing performed on A/C units selected by the Owner's Representative. Functional testing shall include:
 - 1. Testing and documentation that all control elements function correctly for all settings, and all control elements are properly calibrated and adjusted.
 - 2. Testing and documentation to verify all temperature sensors and controls are calibrated and function correctly.
 - 3. The unit installation is performed in accordance with the Project Manual and the unit manufacturer's published installation requirements.

1.06 REFERENCES:

- A. ASHRAE Standard 90.1 – 2013.
- B. 2015 International Energy Conservation Code.

PART TWO - PRODUCTS

2.01 MANUFACTURERS:

- A. LG.
- B. Friedrich.
- C. Midea.
- D. Or approved equal

2.02 SELF-CONTAINED AIR CONDITIONER UNIT:

- A. AC unit typified by the following AC units, or as recommended by approved AC unit manufacturers. AC unit shall comply with the following requirements:
 - 1. 220 Volt, 60 Hz. single phase power.
 - 2. Cooling Capacity: 12,000 BTU / Hour minimum.
 - 3. Power: 3.0 kW, 11.4 Amps, 115 volts, minimum.
 - 4. Minimum Circuit Protection: 20 Amps.
 - 5. R-32 refrigerant.
 - 6. 3 cooling and fan speeds.

2.03 MISCELLANEOUS MATERIALS:

- A. All secondary materials, including power disconnects, power receptacles, field wiring, interior finish materials, fasteners, drain piping, and downspout materials are to be provided as a complete installation for this work.

PART THREE - EXECUTION

3.01 MANUFACTURER'S RECOMMENDATIONS:

- A. All materials and installations shall be in accordance with the local Mechanical and Electrical codes and with standards set forth by SMACNA, ASHRAE, and NFPA, as applicable. Unless requirements of the Work are superseded by local ordinances, other ruling authorities, local utility companies, drawings or specifications, or above standards, the latest edition of the applicable local building code shall be recognized as a minimum acceptable standard for Work under this Division.

3.02 AC UNIT INSTALLATION:

- A. Install A/C support brackets per manufacturer's recommendations. Secure bracket to A/C unit with screws and to masonry wall with specified drive-pin anchors.
- B. Center A/C unit in window, allowing proper slope for condensate drainage. Make modifications to the existing wall opening/window frame as specified to install the new A/C unit.
- C. Secure cross bracing as necessary to infill panel.
- D. Secure A/C unit to infill panel in accordance with project drawings.
- E. Install weather stripping between A/C unit and infill panel.
- F. Connect A/C unit to nearest electrical outlet and provide extension cord as necessary.

3.03 START UP PROCEDURES AND FUNCTIONAL TESTING:

- A. Perform initial start-up of each unit, making any necessary adjustments to place the units into a required operating condition.
- B. Demonstrate operation of each unit in the presence of the Owner's Representative.
- C. Perform the following Functional Testing on a minimum of five A/C units randomly selected by Owner's Representative. Submit written documentation of the Functional Testing procedures, results, and any corrective actions needed.
 - 1. Testing and documentation that all control elements function correctly for all settings, and all control elements are properly calibrated and adjusted.
 - 2. Testing and documentation to verify all temperature sensors and controls are calibrated and function correctly.
 - 3. The unit installation is performed in accordance with the Project Manual and the unit manufacturer's published installation requirements.

3.04 CLEANING:

- A. Remove all masking, temporary covers, equipment, and materials.
- B. Correct damage to interior finishes.
- C. Clean floors and walls to remove dust and debris. Remove discarded materials and rubbish resulting from the Work.

END OF SECTION 23 81 00

SECTION 26 01 25

TEMPORARY ELECTRICAL DISCONNECTS

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Temporarily disconnect equipment or circuits as needed. Contractor shall coordinate work to ensure a minimum disruption to equipment. No piece of equipment shall be moved or disconnected without prior approval from Owner's Representative.
- B. Temporarily shut off power to building when working around main power supply conduits on roof.

1.02 QUALITY ASSURANCE:

- A. The Contractor shall employ electricians licensed in the electrical trade.
- B. The Contractor shall disconnect electrical equipment or feeds only as scheduled in the approved construction schedule and when performing work in the immediate area of the equipment or feed.
- C. Each feed or unit shall be fully operational immediately after reinstallation. Shut-down time for each unit shall be limited to a four hour period unless otherwise agreed by Owner's Representative.
- D. Prior to commencing any disconnections, the Owner's Representative shall be given forty-eight hours notice.

1.03 TESTING:

- A. Prior to commencing work, the Contractor shall test circuits and units in the presence of Owner's Representative. Testing of circuits and units includes the ground system/field.
- B. Deficiencies in operation will be noted in writing and shall become a matter of record.
- C. Upon completion of the reinstallation of each unit, it shall be retested by the Contractor in the presence of the Owner's Representative.
- D. Any deficiencies which were not noted in the initial testing shall be corrected by the Contractor at his expense.

PART TWO - PRODUCTS

2.01 MATERIALS:

- A. Any replacement parts or additional materials needed due to changes in curb or pre-manufactured support heights shall be as required by the National Electrical Code (USA).

PART THREE - EXECUTION

3.01 GENERAL:

- A. Perform all work to meet the requirements of the National Electrical Code (USA) and local Municipal Electrical Codes.

3.02 DISCONNECTION:

- A. Circuits shall be placed under a controlled tagging and log procedure. Prior to disconnection, all sources of power to the panel or equipment shall be verified. De-energized power circuits shall be tagged out.

3.03 RE-INSTALLATION:

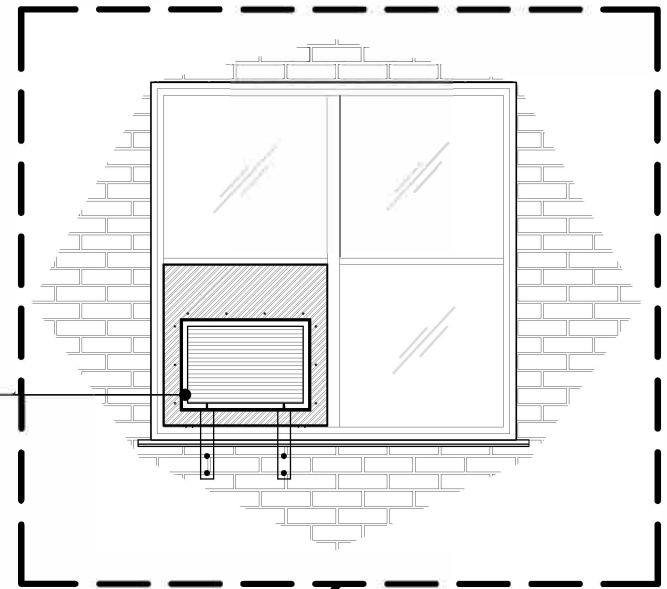
- A. Resetting: As soon as practicable after the flashing operations on a unit are completed.
- B. Install any required duct or electrical connections.
- C. Reinstall the units and reconnect for operation.
- D. Prior to reconnection, cables and conductors shall be physically inspected to verify they are physically in serviceable condition. Cables and conductors shall be re-terminated in accordance with the termination schedules developed above. Electrical connections shall be properly torqued.
- E. Prior to re-energization, electrical units shall be tested to verify continuity and proper connection. Multiphase circuits shall be verified to be connected in the correct phase sequence so that motors turn in the correct direction when energized.
- F. Prior to declaring equipment "in service", the equipment and controls shall be checked for proper operation. This shall require the equipment to be exercised through three complete cycles. Any deficiencies occurring during this test shall be corrected and the equipment re-tested until it operates successfully through three complete cycles. Following this test, the equipment shall be declared operational and "in service".

END OF SECTION 26 01 25



2 TYPE 1 NORTH ELEVATION
R3.01 SCALE: NOT TO SCALE

REMOVE EXISTING AC UNIT OR GLASS
AND INSTALL NEW WINDOW A/C UNIT
(REF. DETAIL 1/R5.00)
1 AC UNIT PER 1 BEDROOM APT./
2 AC UNITS PER 2+ BEDROOM APT.



1 TYPE 1 SOUTH ELEVATION
R3.01 SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

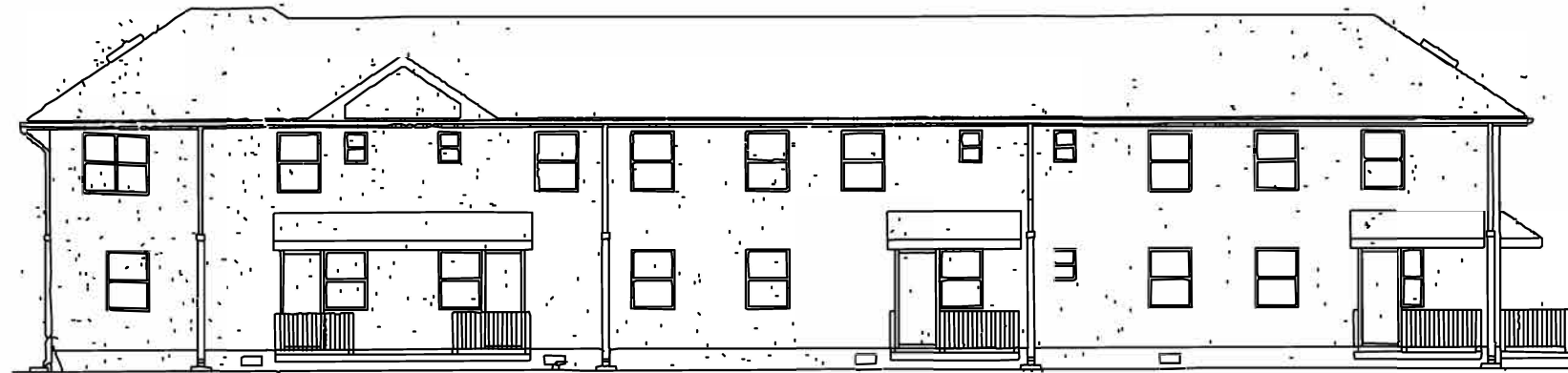
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Sheet Name

**TYPE 1
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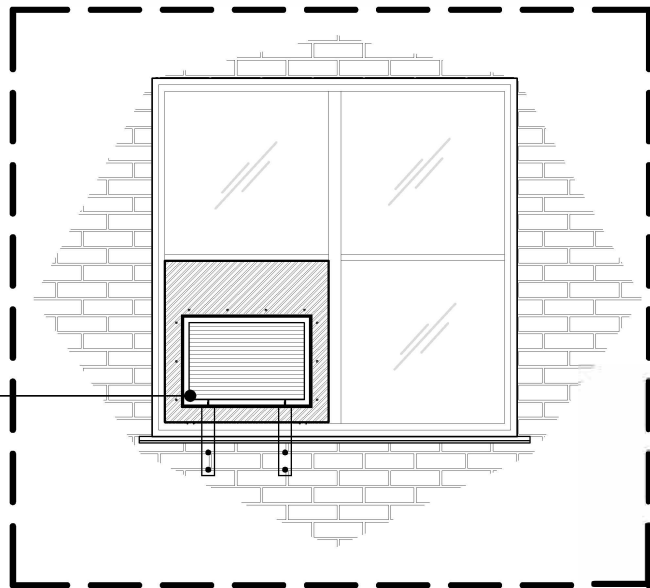
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R3.01



2 TYPE 2 NORTH ELEVATION
SCALE: NOT TO SCALE

REMOVE EXISTING AC UNIT OR GLASS
AND INSTALL NEW WINDOW A/C UNIT
(REF. DETAIL 1/R5.00)
1 AC UNIT PER 1 BEDROOM APT./
2 AC UNITS PER 2+ BEDROOM APT.



1 TYPE 2 SOUTH ELEVATION
SCALE: NOT TO SCALE

Job Number

12156.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

Sheet Name

**TYPE 2
ELEVATIONS**

Sheet Number

R3.02

SHEET 3 OF XX

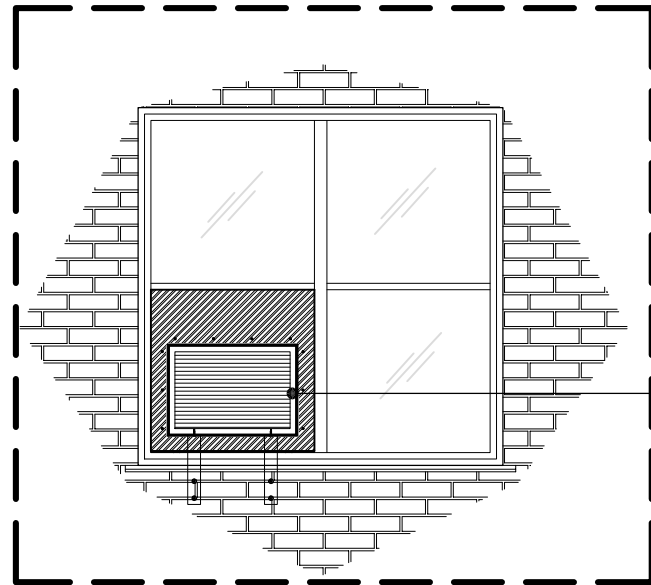
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2 TYPE 3 NORTH ELEVATION
SCALE: NOT TO SCALE



REMOVE EXISTING AC UNIT OR GLASS
AND INSTALL NEW WINDOW A/C UNIT
(REF. DETAIL 1/R5.00)
1 AC UNIT PER 1 BEDROOM APT./
2 AC UNITS PER 2+ BEDROOM APT.



1 TYPE 3 SOUTH ELEVATION
SCALE: NOT TO SCALE

Job Number

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Date

06/30/23

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Revised

Sheet Name

**TYPE 3
ELEVATIONS**

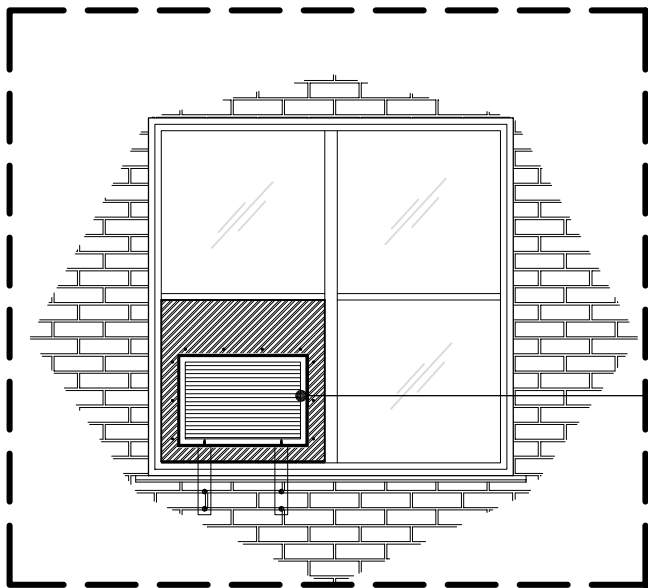
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SHEET 3 OF XX



2 TYPE 4 NORTH ELEVATION
SCALE: NOT TO SCALE



REMOVE EXISTING AC UNIT OR GLASS
AND INSTALL NEW WINDOW A/C UNIT
(REF. DETAIL 1/R5.00)
1 AC UNIT PER 1 BEDROOM APT./
2 AC UNITS PER 2+ BEDROOM APT.



1 TYPE 4 SOUTH ELEVATION
SCALE: NOT TO SCALE

Job Number

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Date

06/30/23

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Revised

Sheet Name

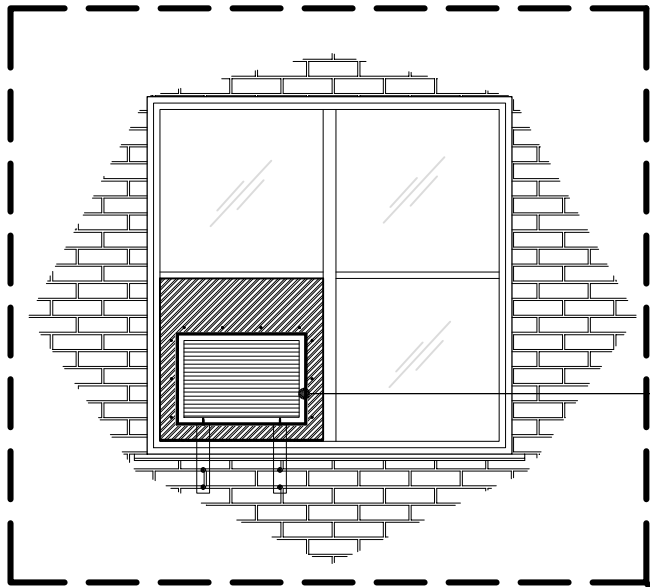
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ELEVATIONS**

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R3.04



2 TYPE 6 NORTH ELEVATION
SCALE: NOT TO SCALE



REMOVE EXISTING AC UNIT OR GLASS
AND INSTALL NEW WINDOW A/C UNIT
(REF. DETAIL 1/R5.00)
1 AC UNIT PER 1 BEDROOM APT./
2 AC UNITS PER 2+ BEDROOM APT.



1 TYPE 6 SOUTH ELEVATION
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

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Revised

Sheet Name

**TYPE 6
ELEVATIONS**

Sheet Number

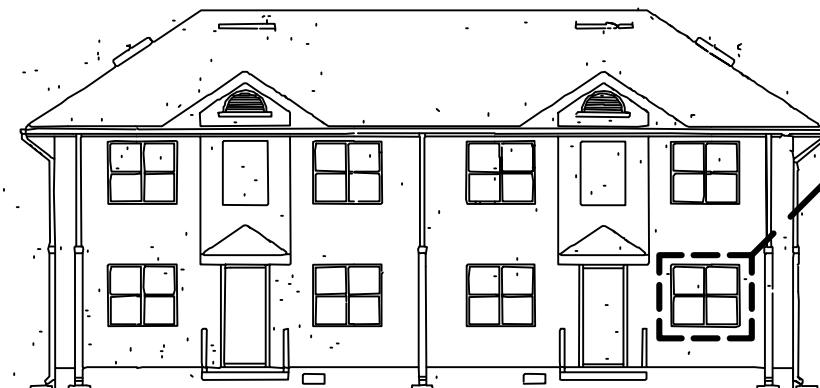
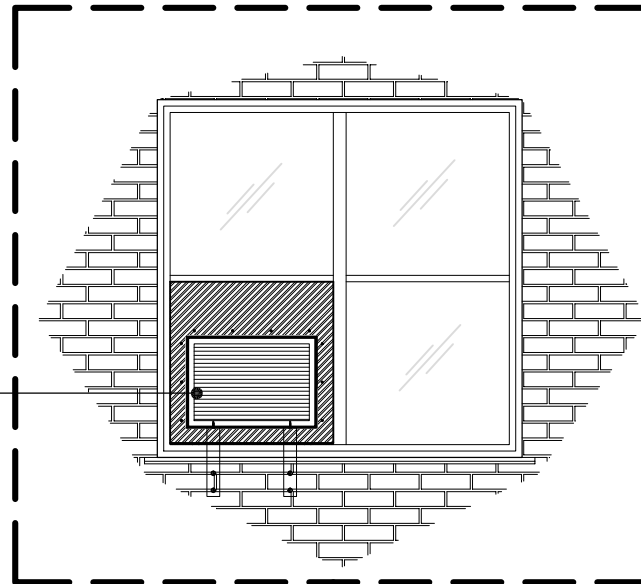
R3.05

SHEET 3 OF XX

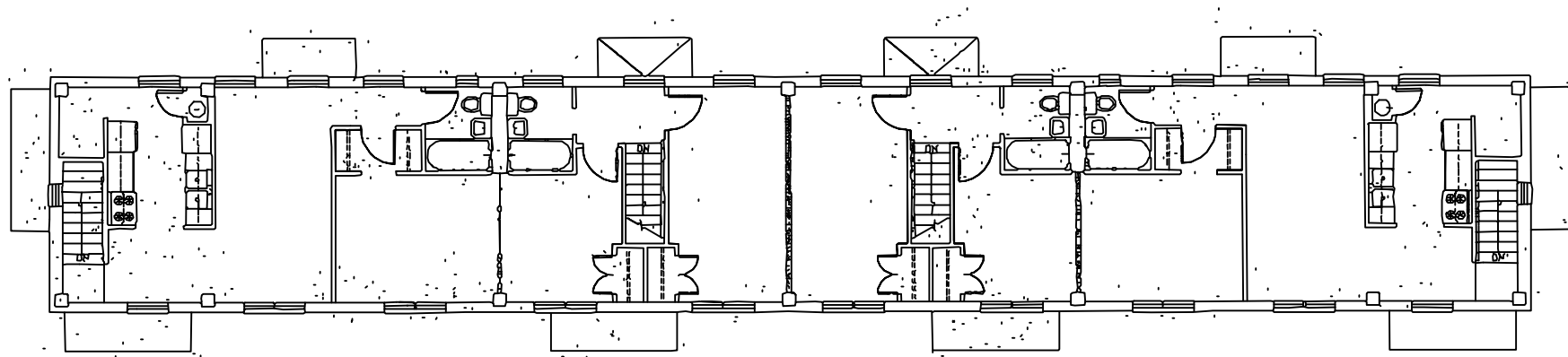


2 TYPE 7 NORTH ELEVATION
R3.06 SCALE: NOT TO SCALE

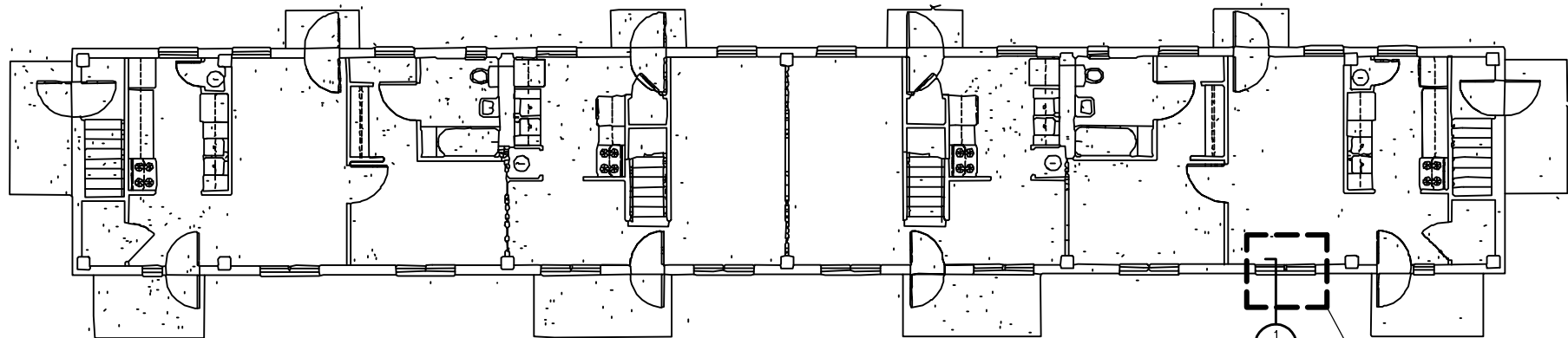
REMOVE EXISTING AC UNIT OR GLASS
AND INSTALL NEW WINDOW A/C UNIT
(REF. DETAIL 1/R5.00)
1 AC UNIT PER 1 BEDROOM APT./
2 AC UNITS PER 2+ BEDROOM APT.



1 TYPE 7 SOUTH ELEVATION
R3.06 SCALE: NOT TO SCALE



2 TYPE 1 FLOOR PLAN: 2ND FLOOR
R4.01 SCALE: NOT TO SCALE



1 TYPE 1 FLOOR PLAN: 1ST FLOOR
R4.01 SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

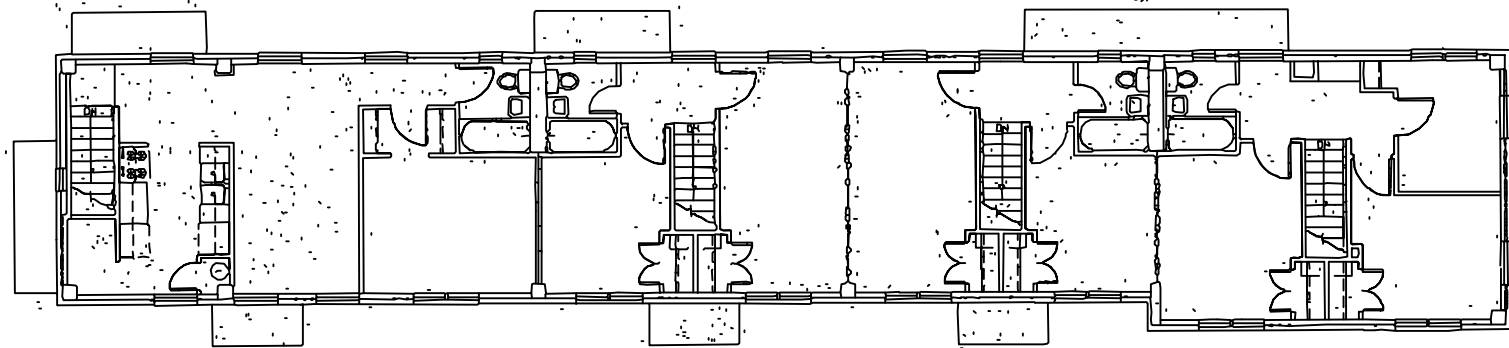
Sheet Name

**TYPE 1
FLOOR PLAN**

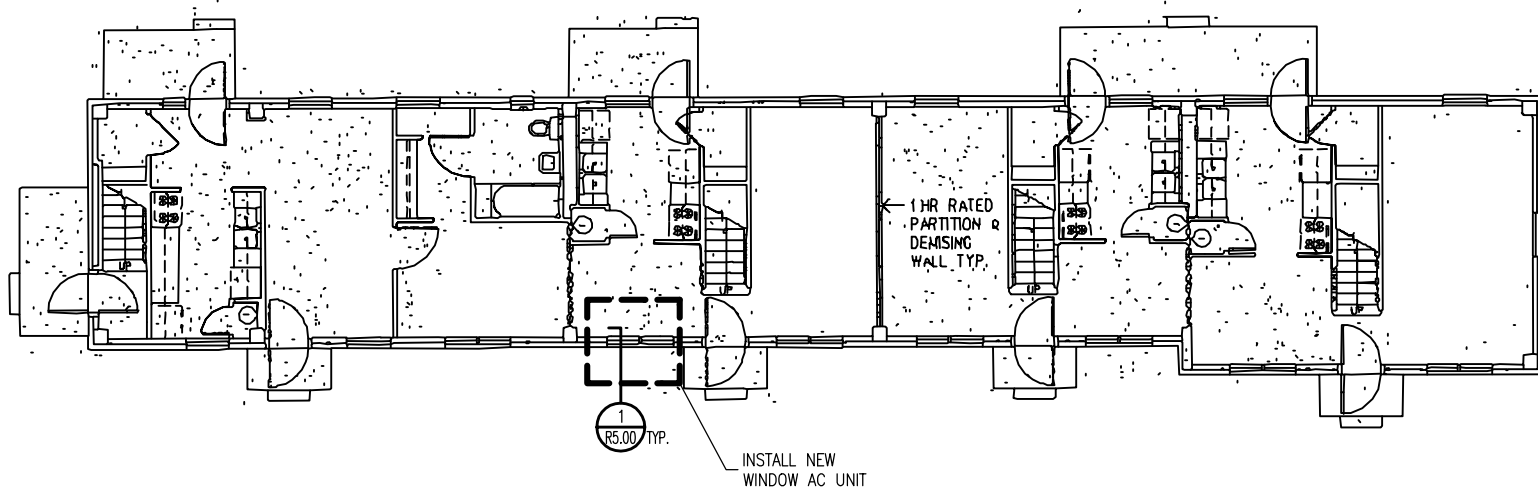
Sheet Number

R4.01

SHEET 10 OF XX



2 TYPE 2 FLOOR PLAN: 2ND FLOOR
R4.02 SCALE: NOT TO SCALE



1 TYPE 2 FLOOR PLAN: 1ST FLOOR
R4.02 SCALE: NOT TO SCALE

Job Number
12158.23.01
Drawn by
ESG
Checked by
KAS
Date
06/30/23
CD
Revised

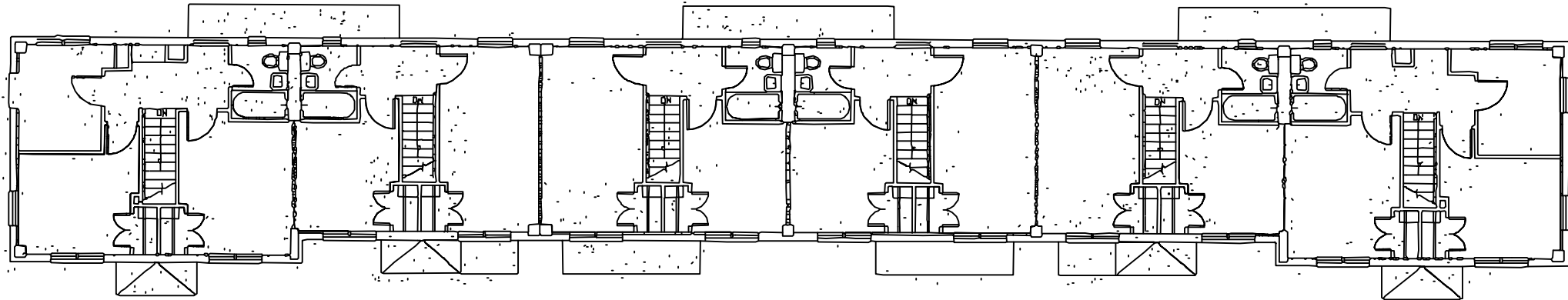
Sheet Name

**TYPE 2
FLOOR PLAN**

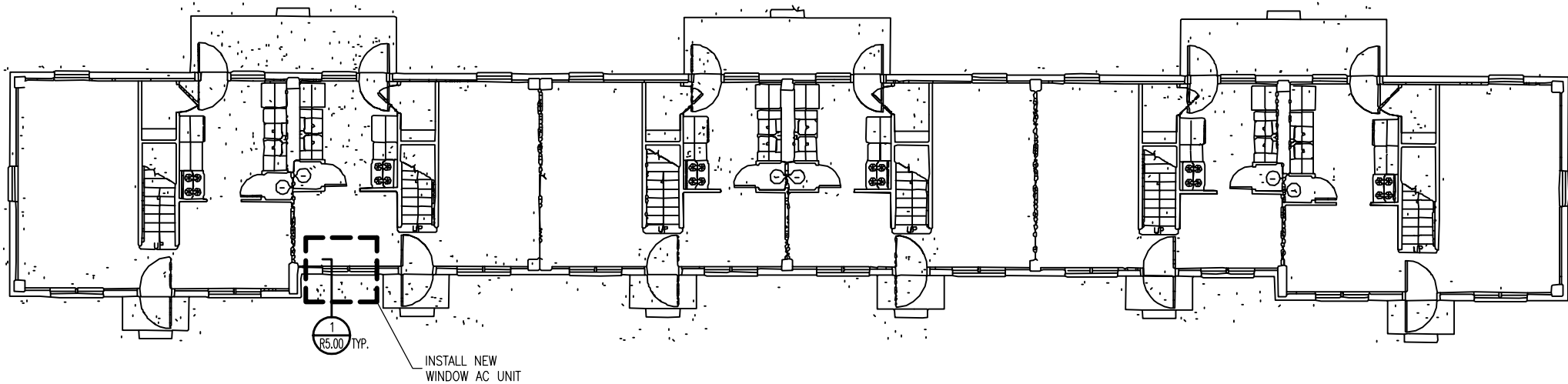
Sheet Number

R4.02

SHEET 11 OF XX



2 TYPE 3 FLOOR PLAN: 2ND FLOOR
SCALE: NOT TO SCALE



1 TYPE 3 FLOOR PLAN: 1ST FLOOR
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

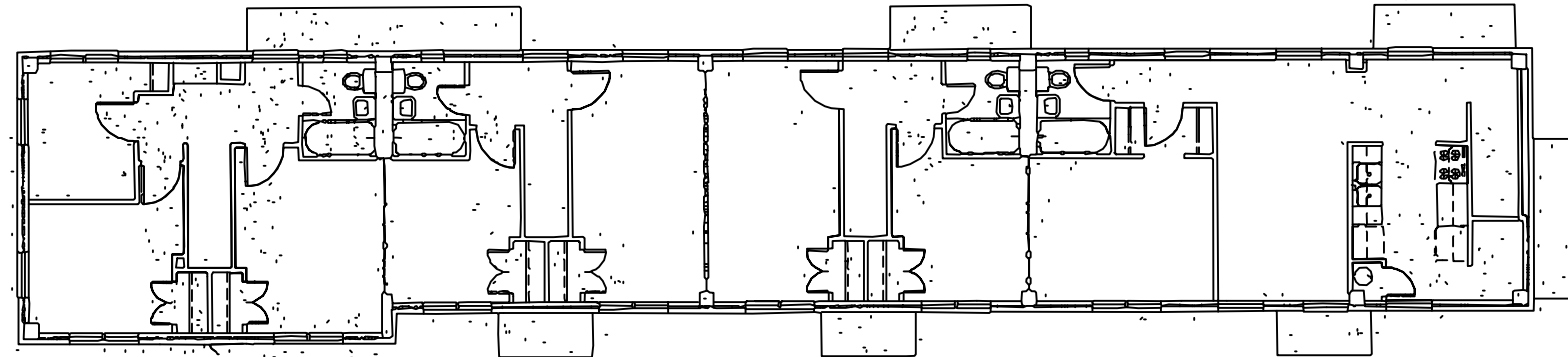
Sheet Name

**TYPE 3
FLOOR PLAN**

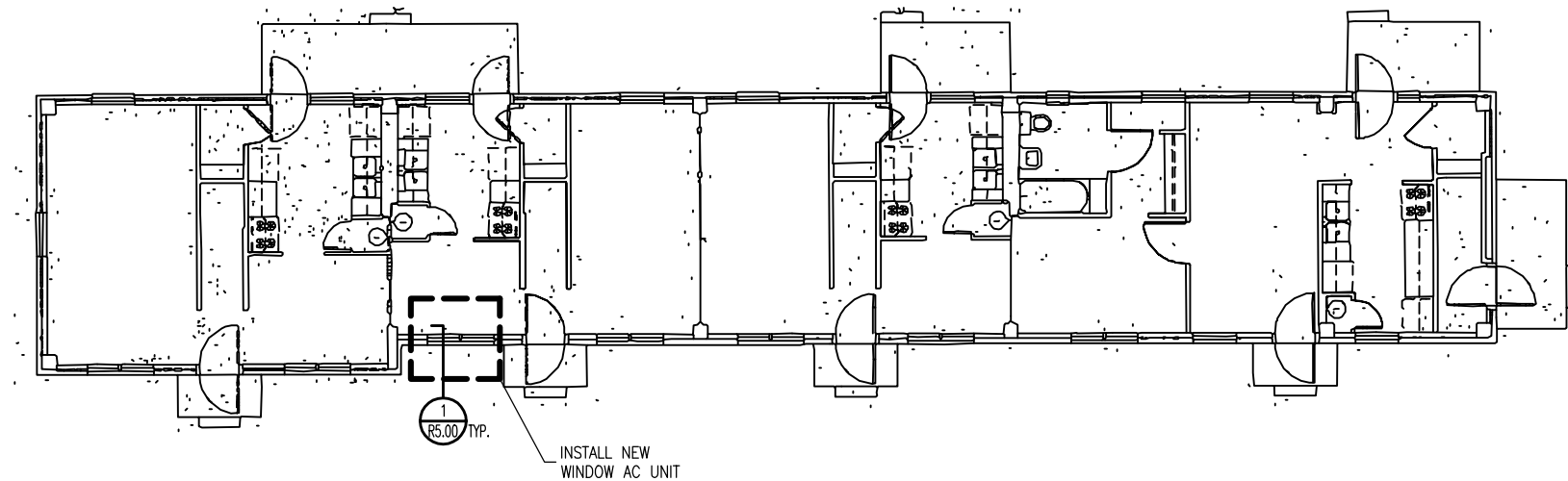
Sheet Number

R4.03

SHEET 12 OF XX



2 TYPE 4 FLOOR PLAN: 2ND FLOOR
R4.04 SCALE: NOT TO SCALE



1 TYPE 4 FLOOR PLAN: 1ST FLOOR
R4.04 SCALE: NOT TO SCALE

Job Number
12158.23.01
Drawn by
ESG
Checked by
KAS
Date
06/30/23
CD
Revised

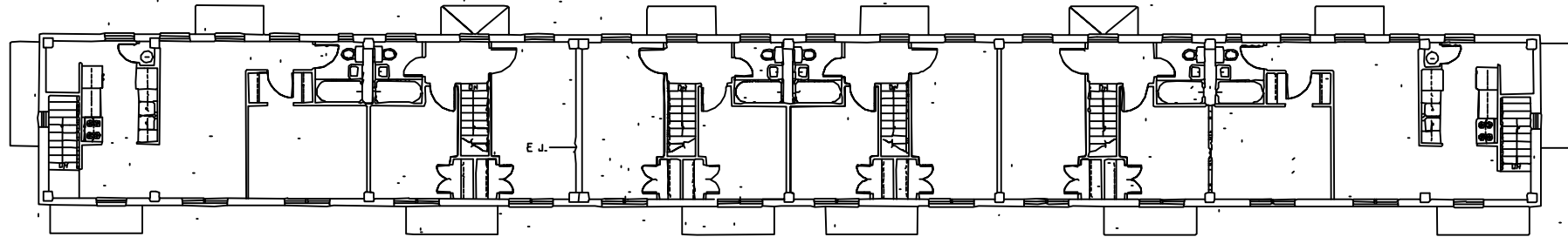
Sheet Name

**TYPE 4
FLOOR PLAN**

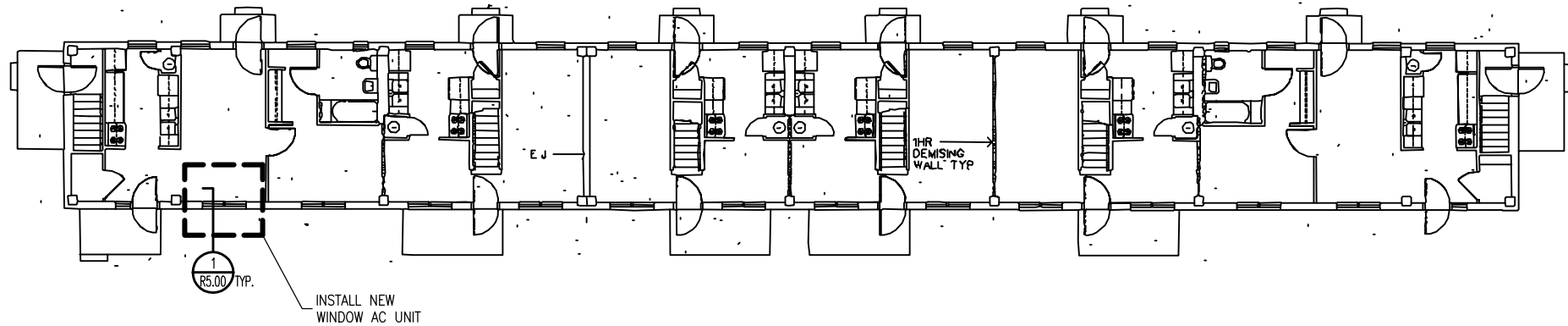
Sheet Number

R4.04

SHEET 13 OF XX



2 TYPE 6 FLOOR PLAN: 2ND FLOOR
SCALE: NOT TO SCALE



1 TYPE 6 FLOOR PLAN: 1ST FLOOR
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

Sheet Name

**TYPE 6
FLOOR PLAN**

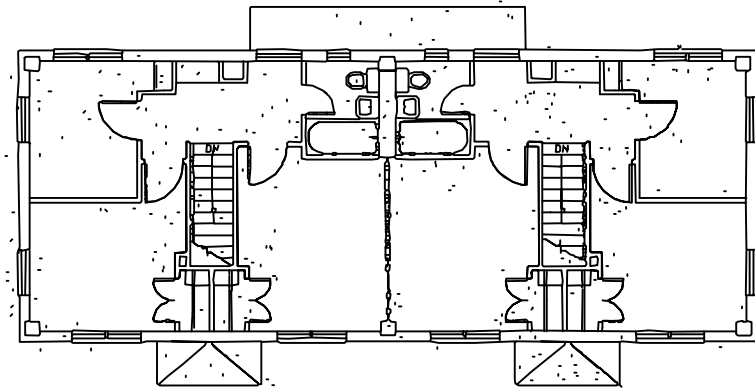
Sheet Number

R4.05

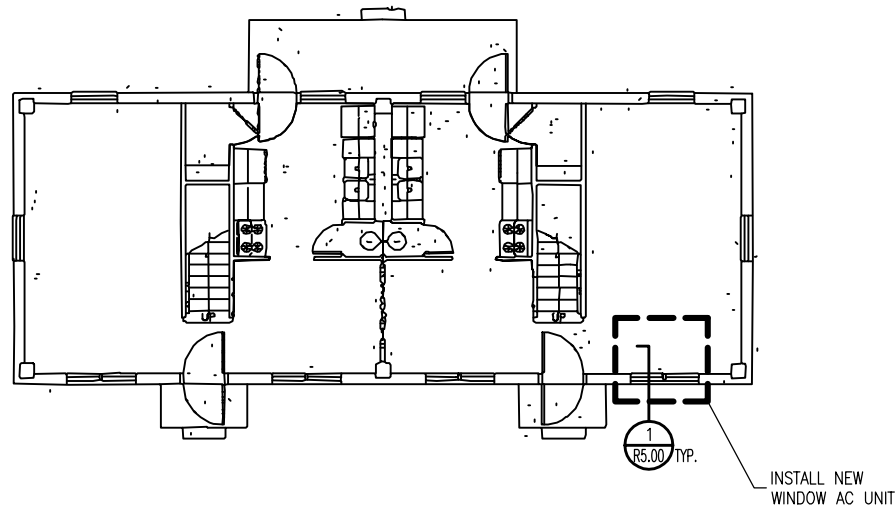
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2 TYPE 7 FLOOR PLAN: 2ND FLOOR
R4.06 SCALE: NOT TO SCALE



1 TYPE 7 FLOOR PLAN: 1ST FLOOR
R4.06 SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

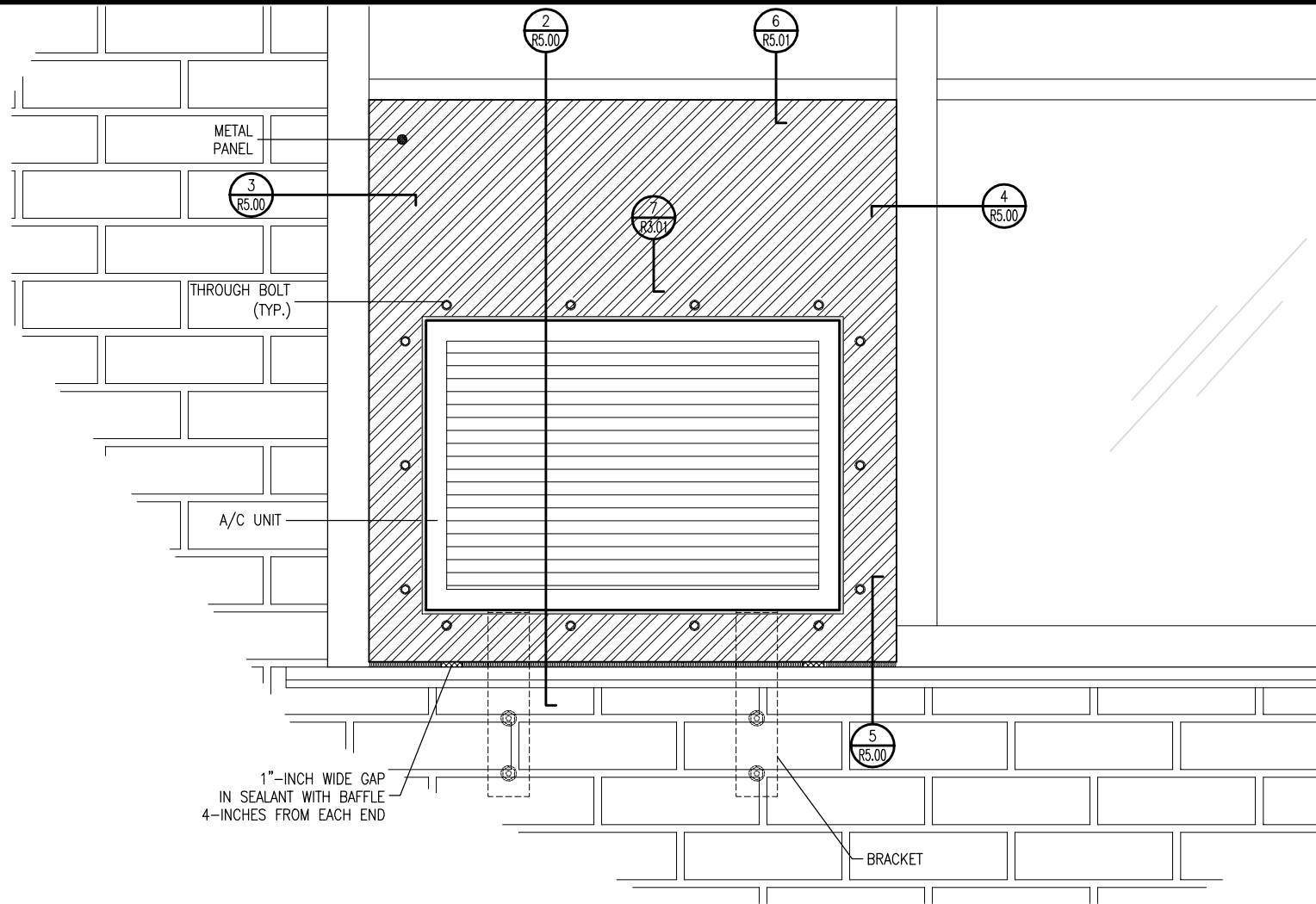
Revised

Sheet Name

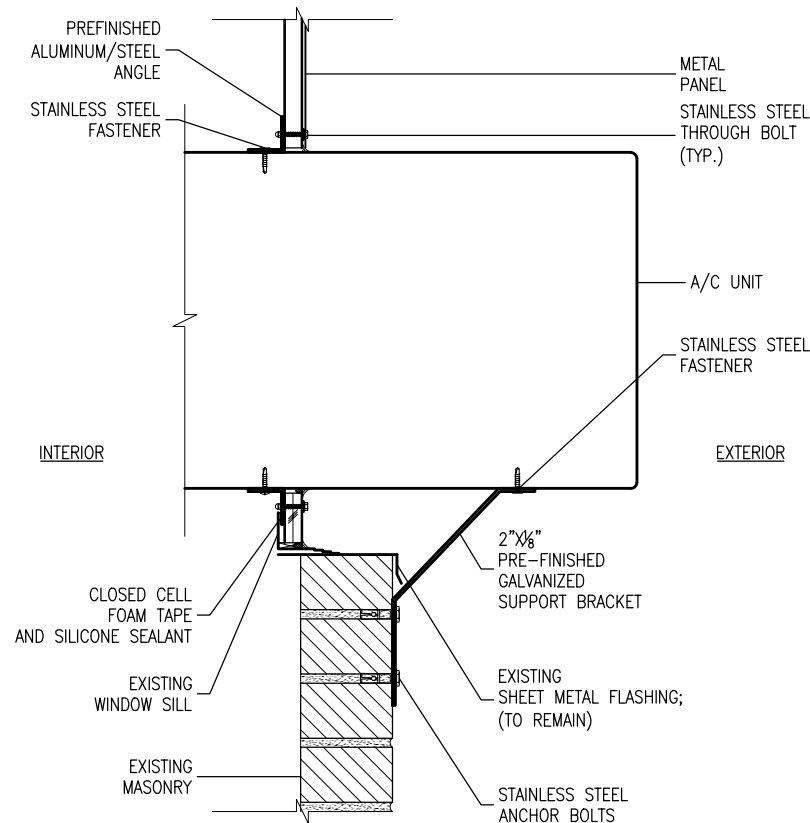
**TYPE 7
FLOOR PLAN**

Sheet Number

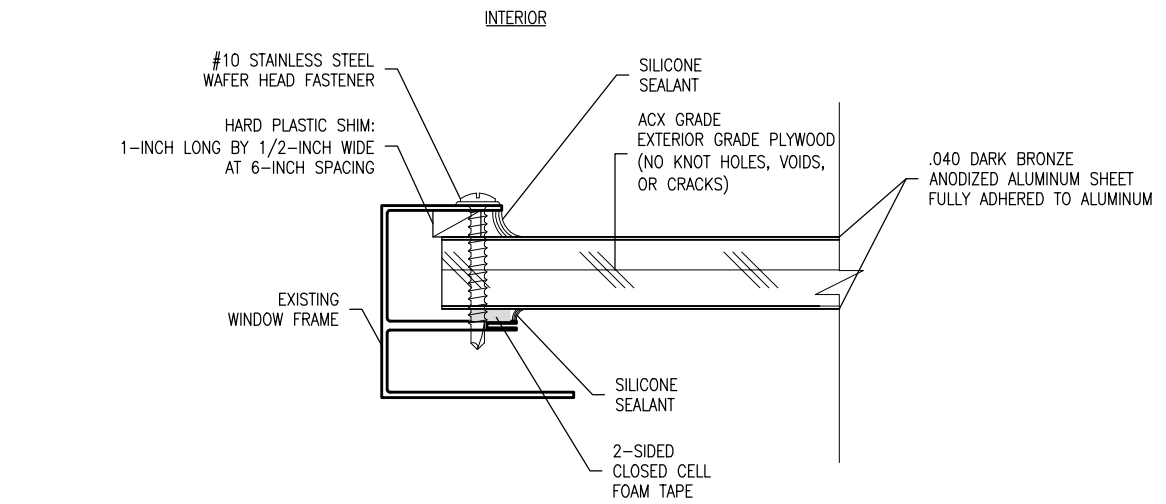
R4.06



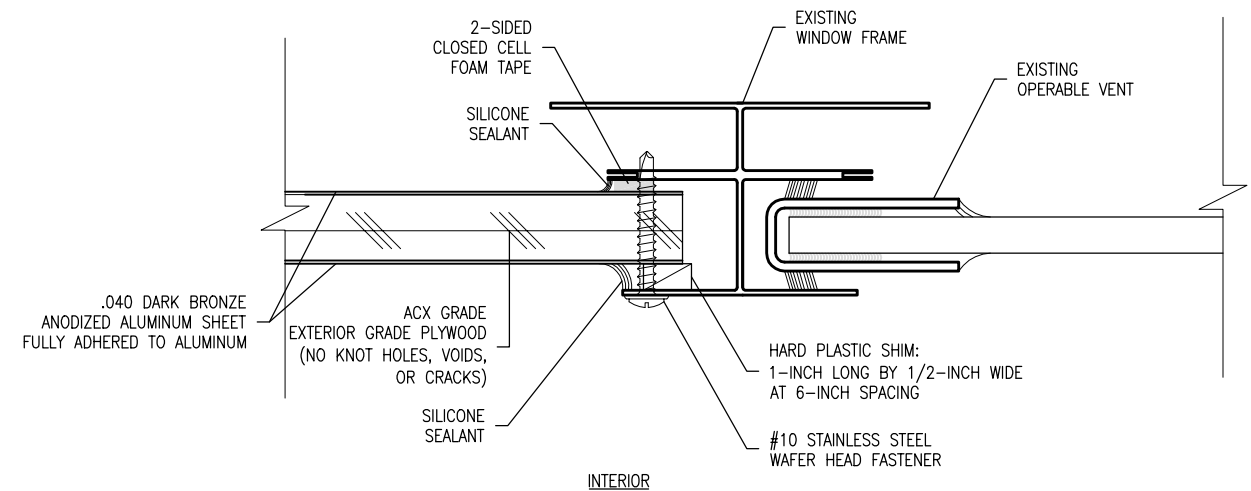
1
R5.00
TYPICAL WINDOW ELEVATION
SCALE: NOT TO SCALE



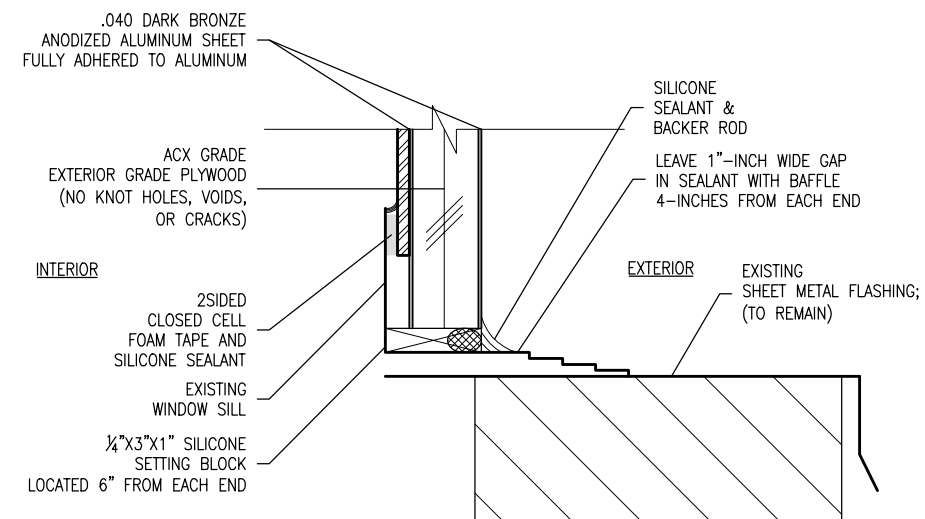
2
R5.00
TYPICAL WINDOW ELEVATION
SCALE: NOT TO SCALE



3
R5.00
PANEL AT JAMB
SCALE: NOT TO SCALE



4
R5.00
PANEL AT SILL
SCALE: NOT TO SCALE



5
R5.00
PANEL AT SILL
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

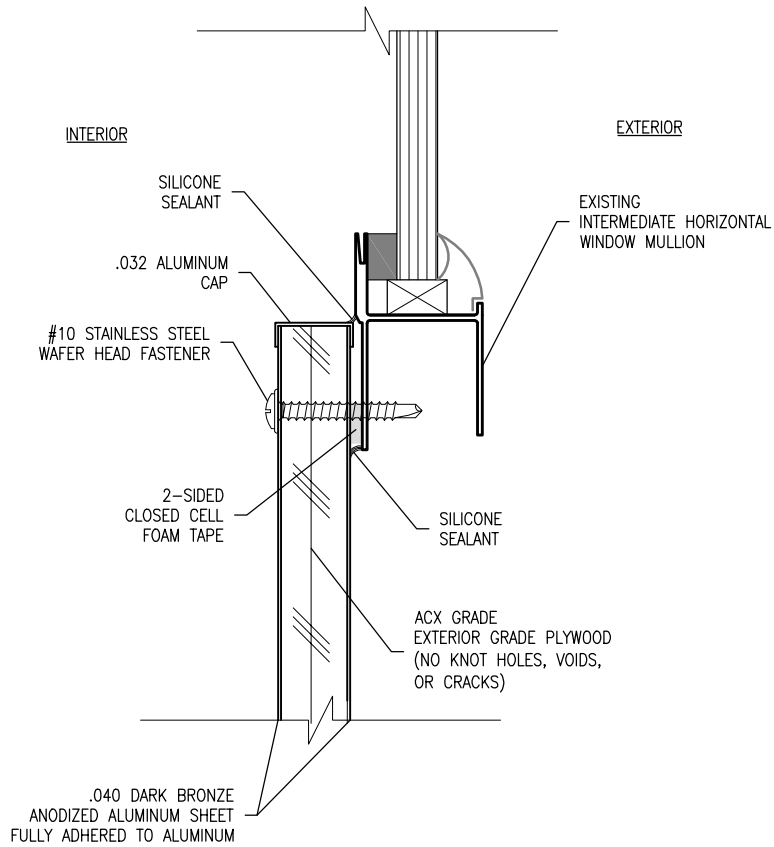
Sheet Name

DETAILS

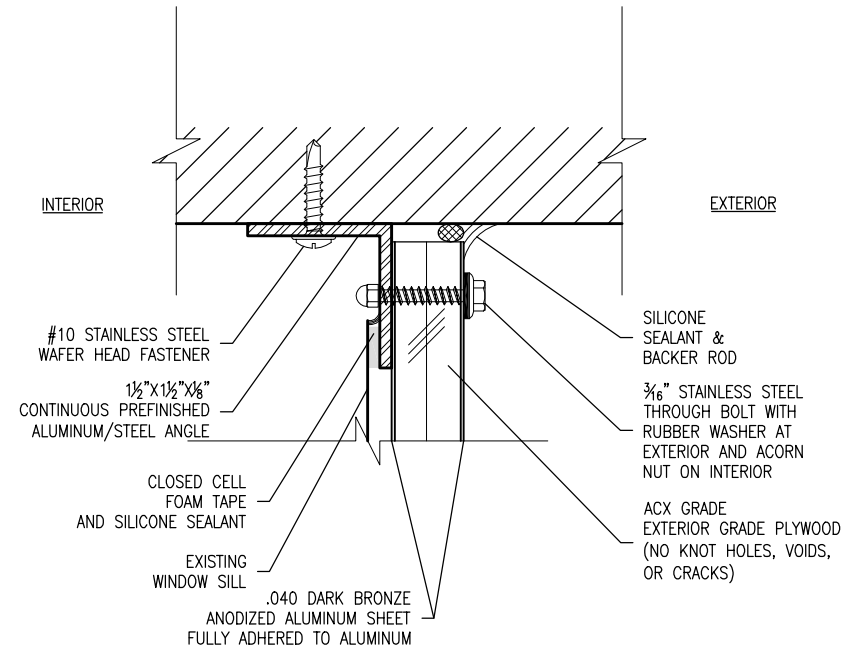
Sheet Number

R5.00

SHEET 3 OF XX



6 **PANEL AT INTERMEDIATE HORIZONTAL**
R5.00 SCALE: NOT TO SCALE



7 **PANEL AT AC UNIT**
R5.00 SCALE: NOT TO SCALE

Exhibit C IFB 23-40

Price Sheet

The undersigned agrees to provide all the necessary labor, personnel, supervision, equipment, insurance, transportation, licenses, permits, materials, tools, supplies, any other ancillary item(s), or resource(s) needed to supply and deliver as specified in **Exhibit A Scope of Work (SOW)** at the following fixed price:

Item	Description	Total
1	Materials	\$ _____
2	Labor (Davis Bacon Wages) Attachment J	\$ _____
2	Overhead	\$ _____
3	Profit	\$ _____
4	Total Bid Price for ALL Work in Exhibit A Scope of Work (SOW):	\$ _____

NAME OF CONTRACTOR / OFFEROR / FIRM / INDIVIDUAL / CORPORATION

COMPLETE ADDRESS

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

PHONE NUMBER / FAX NUMBER

MANUAL OR E-SIGNATURE

TITLE

Exhibit C-1

Supplemental Price Sheet

To complete the work associated with IFB 23-37, as specified in Exhibit A – Scope of Work and Exhibit B – Basic Diagram, the undersigned agrees to provide the following items **if requested by “HHA”** at the cost listed for up to 6 months from the date of initial quantity order listed in Exhibit A:

<u>Item</u>	<u>Description</u>	<u>Price</u>
Each item pricing must include the material, labor, overhead and profit		
1	Friedrich Window AC Unit Model: CCF12B10A or HHA approved equivalent	\$ _____ per unit
2	220v – 110v Converter/Adapter	\$ _____ per unit
3	Metal Panels	\$ _____ per piece
4	Steel Angles	\$ _____ per piece
5	Support Brackets	\$ _____ per piece
6	Screws/Bolts	\$ _____ carton qty
7	Sealants	\$ _____ cartridge

NAME OF CONTRACTOR / OFFEROR / FIRM / INDIVIDUAL / CORPORATION

COMPLETE ADDRESS

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

PHONE NUMBER / FAX NUMBER

MANUAL OR E-SIGNATURE

TITLE