

# **Ehresman Associates, Inc.**

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architects • engineers

PROJECT MANUAL  
FOR

**EDNA BURTON SENIOR CENTER  
RESTROOM REMODELING  
345 BALL STREET  
ORTONVILLE, MI 48462**

FOR

**CHARTER TOWNSHIP OF BRANDON  
395 MILL STREET  
P.O. BOX 929  
ORTONVILLE, MI 48462**

**EHRESMAN ASSOCIATES, INC.**

architects • engineers

803 West Big Beaver Road, Suite 350

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PROJECT NO.: 8315.a

DATE: JANUARY 19, 2016



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**PROJECT:** **CHARTER TOWNSHIP OF BRANDON**  
**EDNA BURTON SENIOR CENTER RESTROOM REMODELING**  
345 Ball Street  
Ortonville, MI 48462

**OWNER:** **CHARTER TOWNSHIP OF BRANDON**  
**Ms. Candee Allen**  
Township Clerk  
395 Mill Street  
PO Box 929  
Ortonville, MI 48462

**ARCHITECTS:** **Ehresman Associates Inc.**  
**ENGINEERS** architects • engineers  
803 West Big Beaver Rd, Suite 350  
Troy, Michigan 48084-4734  
248.244.9710  
email: [architects@ehresmanassociates.com](mailto:architects@ehresmanassociates.com)

**TYPE OF PROPOSALS:**

Sealed bid proposals will be received by the Owner for the restroom improvements at the Edna Burton Senior Center. The bidding requirements, conditions of the Contract and description of the work are contained in the Contract Documents.

**BID SUBMISSION DATE:**

Date: **Thursday, February 4, 2016**  
Location: **Office of Brandon Township Clerk**  
**Ms. Candee Allen**  
**395 Mill Street**  
**PO Box 929**  
**Ortonville, MI 48462**

Time: **1:30 pm local time**

**BID OPENING:**

Proposals will be opened publicly and read aloud on the date and time cited herein as follows:

Date: **Thursday, February 4, 2016**  
Location: **Brandon Township Conference Room**  
**395 Mill Street**  
**Ortonville, MI 48462**

Time: **2:00pm local time**

**COPIES OF DOCUMENTS**

Construction Documents and Project Manual are available to General Contractors by contacting the office of the Architect. The Architect's office will issue the requesting party electronic (.pdf) files of the Contract Documents. The cost of document reproduction will be the responsibility of the requesting party.

**MANDATORY PREBID MEETING**

There will be **Mandatory Pre-bid Meeting** on **Tuesday, January 26, 2016** at the **Edna Burton Senior Center at 9 a.m. local time.**

Any bidder who fails to attend the pre-bid meeting and site inspection will be disqualified from bidding this project. The bidder's representative at the meeting shall be solely responsible for insuring the Bidder's name, complete address and phone number appears clearly and correctly on the Township's attendance roster. Any addenda sent out are based on the accuracy of this attendance roster. Any Proposal received from a Bidder whose name does not appear on the Township's attendance roster may be declared non-responsive and their bid not opened. This meeting is mandatory and all necessary measurements to determine materials necessary are the responsibility of the Bidder.

### **ACCESS TO PLANS**

Plans are on file at the following locations.

- |  |   |
|--|---|
| 1. Ehresman Associates, Inc.<br>803 W. Big Beaver, suite 350<br>Troy, MI 48084<br>248-244-9710 | 2. Charter Township of Brandon<br>395 Mill Street<br>Ortonville, MI 48462<br>248.627.2851 |
|--|---|

### **PROPOSAL GUARANTEE**

Each proposal shall be accompanied by a Bid Guarantee in the form of a certified check, cashier's check, or Surety Bid Bond in an amount not less than five percent (5%) of the base proposal amount, payable to the Owner. Bid guarantee shall run for a period of sixty (60) days.

### **CONTRACT SECURITY**

The accepted bidder will be required to provide a satisfactory Performance and Labor & Material Payment Bond in the amount of the Contract Sum for any projects in excess of \$50,000.

### **CDBG REQUIREMENTS**

The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36 (i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-kickback Act, Federal Occupational Safety and Health Act, and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. The Charter Township of Brandon is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

### **PROPOSAL ACCEPTANCE**

The Owner reserves the unconditional right to waive any informality or irregularity, reject any or all proposals, or to accept proposals which in the judgment of the Owner will serve its best interests, and to make in its judgment a determination as to the adequacy of the Contractor's qualifications, experience, and capability.

### **FAMILIAL RELATIONSHIP DISCLOSURE**

All bidders must provide familial disclosure in compliance with MCL 380. 1267 (Public Act 232 of 2004) and attach this information to the bid. The bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner or any employee of the bidder and any elected member, Township clerk or Township Supervisor. The Owner will not accept a bid that does not include this sworn and notarized disclosure statement. Refer to 00 310 – Proposal Form for further information.

### **IRAN SANCATIONS**

All bidders must provide certification that they are not an Iran linked business with the provisions of the Iran Sanctions Act, Michigan Public Act No. 517 of 2012. The bids shall be accompanied by a sworn and notarized statement. Refer to 00 310 – Proposal Form for further information.



**AIA<sup>®</sup>**

# Document A701<sup>™</sup> – 1997

## ***Instructions to Bidders***

### **for the following PROJECT:**

*(Name and location or address)*

Edna Burton Senior Center  
Restroom Remodeling  
345 Ball Street  
Ortonville, MI 48462

### **THE OWNER:**

*(Name, legal status and address)*

Charter Township of Brandon  
395 Mill Street  
P.O. Box 929  
Ortonville, MI 48462

### **THE ARCHITECT:**

*(Name, legal status and address)*

Ehresman Associates, Inc.  
803 West Big Beaver  
Suite 350  
Troy, MI 48084

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

## **TABLE OF ARTICLES**

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## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

§ 2.1.5 Contractor has been regularly engaged in this business for at least seven (7) years, and has successfully completed at least three (3) projects of similar size and costs. Provide a list of references and completed projects with telephone number and name of contact person with 24 hours of request, and on space provided on the Proposal form.

**§ 2.1.6.1. Municipal Permits and Fees.** The Base Proposal Amount shall include the cost of the building permit and all other permits, governmental fees, licenses, inspections and related work necessary for the proper execution of the work of the Contract including:

- a. Building permit and inspections
- b. Plumbing permit and inspections
- c. Electrical permit and inspections

For further information, please contact the Brandon Township Planning & Building Department at 248.627.4916.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

**§ 3.1.1** Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

**§ 3.1.2** Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

**§ 3.1.3** Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**§ 3.1.4** The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### **§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

**§ 3.2.1** The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

**§ 3.2.2** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

**§ 3.2.3** Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### **§ 3.3 SUBSTITUTIONS**

**§ 3.3.1** The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

**§ 3.3.2** No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

**§ 3.3.3** If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

#### § 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.



### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.3.5 Submit two (2) copies of Bid.

§ 4.3.6 Bids will be opened publicly and read aloud.

### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### § 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.2.1. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

1. If Bid Proposal Form furnished is not used or is altered.
2. If there are unauthorized additions, qualified or conditional Bids, or irregularities of any kind which make the Bid incomplete, indefinite, or ambiguous as to its meaning.
3. If Bidder adds any provisions reserving right to accept or reject any award, or enter into Contract pursuant to an award.
4. If Unit or Lump Sum prices or Alternates contained in the Bid Proposal are obviously unbalanced either in excess or, or below, reasonable cost analysis values.
5. If Bidder fails to complete Bid form in any other particulars where information is requested so Bid form may be properly evaluated.
6. Bidder is deemed to not be the lowest Responsive, Responsible Bidder by definition and prevailing status.
7. Bidder's qualifications and level of performance on past projects is deemed unacceptable by the Owner, at

- its sole discretion.
8. Bidders proposed substantial and/or final completion date does not meet the Owner's best interest in its' sole judgment.
9. Owner reserve the right to reject any Bid, at their sole discretion, except where otherwise provided by law in the case of Public Work.

**§ 5.2.2.** By submitting a proposal, each bidder agrees to waive any claim it has or may have against the Owner, the Architect-Engineer, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid.

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

**§ 5.3.2** The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

**§ 5.3.3** In determining the lowest responsible Bidder, the Owner will consider the proposal amount, the qualifications, and contractor's level of performance on past projects for this Owner or other Owners, the timeliness of the proposal as based on the stated completion dates and the Owner's evaluation of the contractor's schedule performance on prior projects.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

#### **§ 6.1.1. Subcontractor's Qualifications**

- a. Submit a list of major subcontractors, within 48 hours if requested by Owner.
- b. Submit a detailed trade cost breakdown for major subcontractors and equipment, within 72 hours if requested by Owner.

### **§ 6.2 OWNER'S FINANCIAL CAPABILITY**

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 SUBMITTALS**

**§ 6.3.1** The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the



Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.1.4 PROPOSAL GUARANTEE (BID BOND) The successful bidder's bid guarantee will be retained until it has signed the Contract and furnished the required payment and performance bonds. The Owner reserves the right to retain the security of the next two lowest bidders for each contract until the lowest bidder enters into contract, or until sixty (60) days after the bid opening, whichever is the shorter. All other bid securities will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the Owner will retain its Bid Security as liquidated damages, but not as a penalty. Form: Certified check, bank money order, or surety bond.

§ 7.1.5 CONTRACT SECURITY (PERFORMANCE BOND) The Contractor, as Principal, shall furnish a Surety Bond in a form acceptable to the owner in an amount at least equal to one hundred percent (100%) of the contract amount as security for faithful performance of this contract if contractor's proposal is in excess of \$50,000. The Owner shall be Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to do business in the State of Michigan. The surety shall be acceptable to the Owner.

§ 7.1.6 PAYMENT BOND The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the Owner in the amount at least equal to one hundred percent (100%) of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract if contractor's proposal is in excess of \$50,000. The contract, by references, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to do business in the State of Michigan. The Surety shall be acceptable to the Owner.

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

#### **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.



## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:36:48 on 12/16/2015 under Order No. 5789457004\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

\_\_\_\_\_  
*(Signed)*

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

\_\_\_\_\_  
*(Dated)*

### DESCRIPTION

THESE DOCUMENTS were not prepared by, or reviewed by Ehresman Associates, Inc. They are bound herein, simply as a convenience to the Bidders.

THE OWNER retained Performance Environmental Services to:

1. TEST FOR PRESENCE of Asbestos Containing Material (ACM) in the work area.

### ASBESTOS-CONTAINING MATERIALS (ACM)

PERFORMANCE ENVIRONMENTAL SERVICES CONCLUDED THAT (Report #141494 dated May 28, 2014).

1. ASBESTOS-CONTAINING MATERIALS WERE **NOT DETECTED** in any of the samples submitted and analyzed using polarized light microscopy services.

### WORK DESCRIPTION

ASBESTOS CONTAINING MATERIAL: Abatement and/or removal and disposal of asbestos-containing material (ACM) is not included in the scope of this Improvement contract work.

1. IN THE EVENT THE CONTRACTOR encounters suspected ACM, it shall notify the Owner. Do not proceed until conditions are satisfactory.
2. THE OWNER will have a qualified ACM contractor undertake this work.
3. THE CONTRACTOR shall cooperate fully with the Owner and the ACM contractor; to identify needs, locations, access to site, coordination with implementation schedules, etc.
4. AIR QUALITY TESTING shall be undertaken by the Owner to identify initial base line air quality, monitor abatement activity air levels, and provide a certification of air quality at the end of the project.

CONTRACTOR ACKNOWLEDGMENT FORM: The attached form to be signed by the Contractor, in addition to form included in 00 310 – Proposal Form.

### BASE BID PROPOSAL AMOUNT

DO NOT INCLUDE the cost for environmental removal of the asbestos-containing materials (ACM) items listed above in the Base Proposal Amount. This removal and disposal work will be provided by the Owner, with a separate environmental contractor.

### CONTRACTOR ACKNOWLEDGMENT

I have been informed of the presence of asbestos-containing materials and assumed asbestos-containing materials in the building. I have notified the Owner's Designated Person of any activities of my employees which may result in the disturbance of these materials. I have also been informed of the hazards of other chemicals present in the area where my employees will be working and of the appropriate protective measures. I take full responsibility for ensuring that my workers follow safe working procedures and take the appropriate protective measures. Material Safety Data Sheets have been provided where applicable. I have informed the Owner's representatives of all hazardous materials that I have brought into the building and have provided MSDS where applicable.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

### SHORT TERM WORKER ACKNOWLEDGMENT

I have been informed of the location(s) of the asbestos containing material (ACM) in this facility, including the operations and maintenance plan in addition to the asbestos survey report(s) prepared for this project. I understand that the presence of ACM may be unknown, especially if it is located within or behind existing structures. I further understand that if I encounter known or suspected ACM, I must cease work and contact the building administration staff. I am knowledgeable in the appropriate procedures to work around or near ACM.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Building Staff Member

\_\_\_\_\_  
Date Submitted to Asbestos Program Manager

**PROPOSAL FOR:** **CHARTER TOWNSHIP OF BRANDON**  
**EDNA BURTON SENIOR CENTER RESTROOM REMODELING**  
345 Ball Street  
Ortonville, MI 48462

**PROPOSAL TO:** **CHARTER TOWNSHIP OF BRANDON**  
**Ms. Candee Allen**  
Township Clerk  
395 Mill Street  
PO Box 929  
Ortonville, MI 48462

**ARCHITECTS**  
**ENGINEERS:** **Ehresman Associates, Inc.**  
architects • engineers  
803 West Big Beaver Road, Suite 350  
Troy, Michigan 48084-4734  
248.244.9710  
248.244.9712 (f)  
email: [architects@ehresmanassociates.com](mailto:architects@ehresmanassociates.com)

**SUBMITTING CONTRACTOR:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ / **FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

1. **BASE PROPOSAL**

The undersigned, in compliance with the Bidding Requirements and Conditions of the Contract, and having carefully examined the Contract Documents and all Addenda, visited the site and being aware of conditions affecting the cost of the work, agrees to enter into an agreement with the Owner and to perform and furnish all labor, materials, tools, equipment, and supervision required to complete the work in strict accordance with the Contract Documents for the stipulated sum of:

**BASE PROPOSAL AMOUNT**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(written sum)

2. **ALTERNATES**

The Undersigned further proposes to execute the work specified in the respective technical division or indicated on the drawings for the sum added to (unless otherwise noted) the Base Proposal Amount as stated below:

**ALTERNATE #1:** DEDUCT FROM the Base Proposal Amount to reuse the existing Barrier Free grab bars in both the Men's and Women's restroom. Contractor will be responsible for removing and relocating as required to meet Barrier Free requirements, including patching / repairing walls. Contractor to note that the third grab bar (18" vertical) is not existing and new is still required.

DEDUCT: \$ \_\_\_\_\_

**ALTERNATE #2:** DEDUCT FROM the Base Proposal Amount to furnish and install cabinets and countertops meeting the size, profiles, etc. indicated on the drawings and meeting the criteria of the wood lab casework specifications, as manufactured by a local cabinet shop.

DEDUCT: \$ \_\_\_\_\_

3. TIME OF COMPLETION:

The undersigned will start work operations immediately upon award of the Contract, and will complete all work as indicated below:

A. Start Date: Immediately after award

B. Substantial Completion: \_\_\_\_\_ (calendar days)

C. Final Completion not later than \_\_\_\_\_ (calendar days)

4. SUPPLEMENTAL FEES:

For additional work performed upon instruction of the Owner

A. BY SUBCONTRACTORS of the Undersigned, add **10%** to the subcontractor's prices for its OH & P; and **10%** for all the charges of the Undersigned for overhead and profit.

B. BY PERSONS OTHER THAN THE SUBCONTRACTORS the Undersigned, the charges will be actual cost of all labor and materials (less all discounts) plus the fee of **10%**.

This fee includes all the charges of the Undersigned for general conditions, overhead and profit, and general conditions, and the actual cost of insurance and taxes. It excludes bond fee.

C. Each proposal covering extra work shall include a complete itemized material and labor breakdowns.

D. For all revisions involving the deletion of Contract Work, it is agreed that full credit shall be given the Owner for such work deleted, including overhead and profit.

5. VOLUNTARY ALTERNATES

The following alternates are offered at this time for the consideration of the Owner. If accepted, the Base Proposal will be changed by the amount listed.

A. \_\_\_\_\_  
\_\_\_\_\_  
Add to or Delete from Base Proposal Amount: \$ \_\_\_\_\_

B. \_\_\_\_\_  
\_\_\_\_\_  
Add to or Delete from Base Proposal Amount: \$ \_\_\_\_\_

C. \_\_\_\_\_  
\_\_\_\_\_  
Add to or Delete from Base Proposal Amount: \$ \_\_\_\_\_

6. PRICE GUARANTEE

The undersigned agrees that its proposal shall not be withdrawn and the price stated in the Proposal is guaranteed for sixty (60) consecutive days from the bid date.

7. TAXES

The undersigned acknowledges that the prices stated above include all applicable taxes of whatever character or description.

8. ADDENDA

If any Addenda covering changes to the Bidding Documents have been received during the bidding period, the bidder shall fill in their numbers and dates which acknowledge having received same, and having included in this proposal the work involved:

No. 1 Dated \_\_\_\_\_

No. 2 Dated \_\_\_\_\_

No. 3 Dated \_\_\_\_\_

9. NEGOTIATION

The Undersigned agrees that, should the overall cost exceed the funds available, it will be willing to negotiate with the Owner for the purpose of making further reductions in the Contract Work, and shall agree to give full credit for all such reductions in the work requested by the Owner, including full value of labor, materials, and subcontract work and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract price.

10. UNIT PRICES

All unit prices quoted shall include the sum total of all additional costs of labor, material, overhead, profit, fees, general conditions, and such other costs incidental to the work described. Any increase in cost must be approved by the Owner in writing prior to work being performed.

For all revisions involving the deletion of Contract work, it is agreed that full credit shall be given the Owner for such work deleted on a unit basis as quoted hereinafter.

A. SUBFLOOR REPLACEMENT

To remove unsuitable and/or water damaged plywood subfloor and replace with in-kind subfloor thickness (anticipate  $\frac{3}{4}$ " thickness, tongue and groove). When contractor observes, in his opinion, damaged or unsuitable subfloor material(s), it shall notify the Owner to review locations and conditions. Owner will provide authorization to remove and replace material as requested.

\$\_\_\_\_\_ per 4' x 8' sheet

Any increased cost based on the unit prices must be approved by Owner's written change order prior to work starting. Quantities must be confirmed by the \_\_\_\_\_ Owner.

11. RIGHTS RESERVED BY OWNER:

The Owner reserves the unconditional right to waive any irregularities, reject any or all proposals or to accept proposals which in the judgment of the Owner will serve the best interests of the Owner.

12. PROPOSAL GUARANTEE (BID BOND)

Is required: Refer to AIA Document A701-1997 "Instructions to Bidders"

AMOUNT: 5% of contract sum.

13. CONTRACT SECURITY (Performance and Labor and Material Bond)

Is required: Refer to AIA Document A701-1997 "Instructions to Bidders" (if contractors proposal is in excess of \$50,000).

AMOUNT: 100% of contract sum.

14. CONTRACT EXECUTION

The undersigned agrees to execute a Contract for work covered by this Proposal as provided for in the Bidding Documents. The undersigned declares the legal status indicated below:

( ) Individual

( ) Partnership, having the following partners:

.1 \_\_\_\_\_

.2 \_\_\_\_\_

.3 \_\_\_\_\_

( ) Corporation, Incorporated under the laws of the State of \_\_\_\_\_



The undersigned affirms that:

- A. This proposal is based upon the materials and construction, equipment, etc., named or described in the specifications.
  - B. The address, given below, is the legal address to which all notices, directions, or other communications may be served or mailed.
  - C. Its proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that the prices quoted herein include all terms, insurance, royalties, transportation charges, allowances, taxes, use of all tools and equipment, overhead, profit, etc., necessary to fully complete the work in accordance with the Contract Documents.
15. The Contractor shall hold harmless from and indemnify the Owner and Architect against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or by the Contractor, or any person employed under said Contractor, in any capacity during the progress of the work whether by negligence or otherwise.

The undersigned agrees to live up to the above specifications and gives the Grosse Pointe Board of Education the right to deduct the cost of any damage caused by faulty work and any item conflicting with good workmanship from the final payment.

This proposal is submitted in the name of:

DATE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_  
WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature)  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Return two (2) signed copies.

THE OWNER RESERVES THE UNCONDITIONAL RIGHT to waive any informality or irregularity, reject any and all proposals, or to accept proposals which in the judgement of the Owner will serve its best interests, and to make in its judgement a determination as to the adequacy of the Contractor's qualifications, experience and capability.

**CONTRACTOR QUALIFICATIONS**

CONTRACTOR QUALIFICATIONS

1. Years in Business: \_\_\_\_ years  
(This company and this business)
2. Minimum Experience – at least three (3) comparable (similar) projects of similar size and cost,  
with customer reference.

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Cost: \_\_\_\_\_

Year: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Cost: \_\_\_\_\_

Year: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Cost: \_\_\_\_\_

Year: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

END OF SECTION

**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

This form **MUST BE NOTARIZED** as a condition of being awarded business by The Charter Township of Brandon.

I, the undersigned, being first duly sworn, depose and say; and my signature certifies, that there are no Owners, Principals, Officers, Agents, Employees, or Representatives of this firm that have any familial relationships with any members of the Charter Township of Brandon, or its Supervisor unless specifically noted below:

**ELECTED OFFICIALS**

Candee Allen – Clerk  
Terri Darnall – Treasurer  
William DeWitt – Trustee  
Dana DePalma – Trustee  
Elizabeth Waters – Trustee  
Jayson Rumball - Trustee

**Supervisor**

Kathy Thurman

The following familial relationship is disclosed:

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Name: \_\_\_\_\_  
(print)

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My Commission expires: \_\_\_\_\_

Reference: Public Act 232 of 2004

**AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**  
**Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of the below named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in this Request For Proposal (the "RFP") issued by The Charter Township of Brandon ("CTB"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Township's investigation, and reasonable attorney fees, in addition to a fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Charter Township of Brandon request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

**CONTRACTOR:**

\_\_\_\_\_  
Name of Contractor

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_.

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

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of : \_\_\_\_\_

END OF SECTION



## **GENERAL CONDITIONS**

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## ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: The written agreement between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement.

Application for Payment: The form furnished by OWNER'S REPRESENTATIVE which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

Bid: The offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a Bid for the work.

Bonds: Bid, performance and payment bonds, and other instruments of security, furnished by CONTRACTOR and his/her surety in accordance with the Contract Documents.

Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price of the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda (whether issued prior to the Opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR's bid, the bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings, and Modifications.

Contract Price: The total monies payable to CONTRACTOR under the Contract Documents.

Contract Time: The number of days stated in the Agreement section for the Completion of the Work, computed as provided in Paragraph 16.2.

CONTRACTOR: The person, firm, or corporation with whom OWNER has executed the Agreement.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Field Order: A written order issued by OWNER'S REPRESENTATIVE which classifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the work in accordance with Paragraph 10.2.

Modification:

- (a) A written amendment of the Contract Documents signed by both parties;
- (b) A Change Order;
- (c) A written clarification or interpretation issued by OWNER'S REPRESENTATIVE in accordance with Paragraph 9.3; or
- (d) A written order for a minor change or alteration in the work issued by OWNER'S REPRESENTATIVE pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him/her within the time specified, OWNER will execute and deliver the Agreement to him//her.

Notice to Proceed: A written notice given by OWNER or OWNER'S REPRESENTATIVE to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his/her obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

OWNER'S REPRESENTATIVE: The authorized representative of the OWNER who is assigned to oversee the construction of the Project.

Project: The entire construction to be performed as provided in the Contract Documents.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work. The Specifications are customarily organized in 18 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute.

Subcontractor: An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Substantial Completion: The date as certified by OWNER'S REPRESENTATIVE when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

## ARTICLE 2 - PRELIMINARY MATTERS

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### EXECUTION OF AGREEMENT

*Prior to signing the contract or agreement, a pre-construction meeting will be held at Brandon Township Offices at 395 Mill Street, Ortonville, MI 48462 with Mike Pucher (Supervisor, Contract Compliance Unit, Oakland County Community and Home Improvement, 248-858-0196). Present at the meeting will be OWNER or his/her representative, CONTRACTOR, and his/her representative.*

2.1. At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within ten days of the Notice of Award and the OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. OWNER'S REPRESENTATIVE will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR, and OWNER'S REPRESENTATIVE shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.



#### Delivery of Bonds

2.2. When he/she delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he/she may be required to furnish in accordance with Paragraph 5.1. Copies of Documents

2.3. OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction. Contractor's Pre-Start Representations

2.4. CONTRACTOR represents that he/she has familiarized him/herself with, and assumes full responsibility for having familiarized him/herself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he/she has correlated his/her study and observations with the requirements of the Contract Documents.

#### Commencement of Contract Time, Notice to Proceed

2.5. The Contract Time will commence to run on the thirtieth day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid Opening or the Thirtieth day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

#### Starting the Project

2.6. CONTRACTOR shall start to perform his/her obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

#### Before Starting Construction

2.7. Before undertaking each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He/she shall at once report in writing to OWNER'S REPRESENTATIVE any conflict, error, or discrepancy which he/she may discover; however, he/she shall not be liable to OWNER, OWNER'S REPRESENTATIVE for his/her failure to discover any conflict, error, or discrepancy in the drawings or Specifications.

2.8. Within ten days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a preliminary schedule of shop drawing submissions.

2.9. Before starting the work at the site, CONTRACTOR shall furnish OWNER and OWNER'S REPRESENTATIVE Certificates of Insurance as required by Article 5.

#### ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1. It is the intent of the Specifications to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he/she shall call it to OWNER'S REPRESENTATIVE's attention in writing at once and before proceeding with the work affected thereby; however, he/she shall not be liable to OWNER or OWNER'S REPRESENTATIVE for his/her failure to discover any conflict, error, or discrepancy in the Specifications or drawings. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the Specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

#### ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

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##### Availability of Lands

4.1. OWNER shall furnish, as indicated in the Contract Documents, and not later than the date when needed by CONTRACTOR, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### ARTICLE 5 - BONDS AND INSURANCE

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##### Performance, Payment and Other Bonds

5.1. CONTRACTOR shall furnish performance and payment bonds as security for the faithful performance and payment of all his/her obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

5.2. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, CONTRACTOR shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to OWNER.

##### Insurance Required of the CONTRACTOR

5.3. Prior to commencement of the work, the CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him/her, the OWNER(s), and the LANDSCAPE ARCHITECT from claims arising out of the work described in this Contract and performed by the CONTRACTOR, Subcontractor(s), or Sub-subcontractor(s) consisting of:

5.3.1. Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is

conducted under this Contract; disability benefit laws, if any; or Federal Compensation Acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.

5.3.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

- (a) all premises and operations;
- (b) explosion, collapse, and underground damage;
- (c) Contractor's Protective Coverage for independent contractors and subcontractors employed by him/her;
- (d) Contractual Liability for the obligation assumed in the indemnification or hold harmless agreement found in the General Conditions section of this Contract;
- (e) the usual Personal Injury Liability endorsement with no exclusions pertaining to employment;
- (f) products and completed operations coverage - this coverage shall extend through the Contract Guarantee period.

5.3.3 A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired vehicles. In light of standard policy provisions concerning:

- (a) loading and unloading; and
- (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

5.3.4. The CONTRACTOR will purchase for the OWNER and OWNER's Protective Liability policy to protect the OWNER, his/her consultants, agents, employees, and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Contract.

5.3.5 The CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include as named insured:

- (a) the CONTRACTOR;
- (b) all Subcontractors;
- (c) all Sub-subcontractors;
- (d) the OWNER and his/her consultants;

as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake, with exclusions normal to the coverage. The CONTRACTOR may arrange for such deductibles as he/she deems to be within his/her ability of self-assume, but he/she will be held solely responsible for the amount of such deductible and for any noninsurance penalties. Any insured loss shall be adjusted with the OWNER and the CONTRACTOR and paid to the OWNER and CONTRACTOR as trustee for the other insured.

5.3.6. Umbrella or Excess Liability: The OWNER or its representative may, for certain projects, require limits higher than those stated in Paragraph 5.4. which follows. The CONTRACTOR is granted the option

of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his/her automobile liability insurance.

5.3.7. Railroad Protective Liability: Where such an exposure exists, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See Supplemental General Conditions for limits and coverage requested.

Limits of Liability

5.4. The required limits of liability for insurance coverages requested in Paragraph 5.3. shall be NOT LESS than the following:

5.4.1. Worker's Compensation:

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	\$ 100,000

5.4.2. Comprehensive General Liability:

Bodily Injury - Each Occurrence	\$ 500,000
Bodily Injury - Aggregate	\$ 500,000 (Completed Operations)
Property Damage - Each Occurrence	\$ 100,000
Property Damage - Aggregate	\$ 500,000
or Combined Single Limit	\$ 1,000,000

5.4.3. Comprehensive Automobile Liability:

Bodily Injury	\$ 500,000
Property Damage	\$ 200,000
or Combined Single Limit	\$ 1,000,000

5.4.4 Owner's Protective:

Bodily Injury- Each Occurrence	\$ 1,000,000
Property Damage - Each Occurrence	\$ 250,000
Property Damage - Aggregate	\$ 500,000
or Combined Single Limit	\$ 1,500,000

5.4.5. Builder's Risk-Installation Floater:

Replacement Cost at Time of Loss

5.4.6. Umbrella or Excess Liability:	\$ 2,000,000
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Insurance - Other Requirements

5.5. The following conditions shall also be required in regard to insurance coverage.

5.5.1. Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide that at least 30 days written notice of cancellation or of intent not to renew shall be given to the OWNER and to the OWNER'S REPRESENTATIVE.

5.5.2. Evidence of Coverage: Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the OWNER's form of certificate provided. Other forms of certificate are acceptable only if:

- (a) they include all of the items prescribed in the OWNER's form of certificate, including agreement to cancellation provisions outlined in Paragraph 5.5.1 above; and
- (b) they have written approval of the OWNER and the OWNER'S REPRESENTATIVE. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies," and so designated.

5.5.3. Evidence of Insurance Required for the CONTRACTOR:

- (1) Worker's Compensation and Employer's Liability Comprehensive General Liability including:
  - (a) all premises and operations;
  - (b) explosion, collapse, and underground damage;
  - (c) Contractor's Protective;
  - (d) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract;
  - (e) Personal Injury Liability;
  - (f) products and completed operations;
- (2) Comprehensive Automobile Liability; including owner, non-owned, and hired vehicles.
- (3) Umbrella or Excess Liability

5.5.4. Evidence of Insurance Required for the OWNER:

- (a) Owner's Protective Liability which names as insured(s) the OWNER, the OWNER'S REPRESENTATIVE(s), their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located.

5.5.5. Evidence of Insurance Required for the CONTRACTOR and the OWNER:

- (a) Builder's Risk-Installation Floater which names as insured(s) the OWNER; the OWNER'S REPRESENTATIVE(s); their consultants, agents, and employees; the CONTRACTOR and all Subcontractors.

5.5.6. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a Policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the OWNER.

#### Additional Bonds and Insurance

5.6. Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other bonds or such other insurance is specified by written instructions given prior to Opening of Bids, the Premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in Article 11).

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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### Supervision and Superintendence

6.1. CONTRACTOR shall supervise and direct the work efficiently and with his/her best skill and attention. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he/she shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

### Labor, Materials, and Equipment

6.2. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He/she shall at all times maintain good discipline and order at the site.

6.3. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

6.4. All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by OWNER'S REPRESENTATIVE, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.5. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

### Substitute Materials or Equipment

6.6. Whenever a material, article, or piece of equipment is identified on the drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered.

The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the OWNER'S REPRESENTATIVE, such material, article, or piece of equipment is of equal substance and function to that specified, the OWNER'S REPRESENTATIVE may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

### Concerning Subcontractors

6.7. CONTRACTOR shall not employ any Sub-contractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute,

against whom OWNER or OWNER'S REPRESENTATIVE may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and OWNER'S REPRESENTATIVE prior to the Notice of Award will be deemed acceptable to OWNER and OWNER'S REPRESENTATIVE. Acceptance of any Subcontractor, other person, or organization by OWNER or OWNER'S REPRESENTATIVE shall not constitute a waiver of any right of OWNER or OWNER'S REPRESENTATIVE to reject defective work or work not in conformance with the Contract Documents. If OWNER or OWNER'S REPRESENTATIVE after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he/she has reasonable objection. CONTRACTOR shall not without the consent of OWNER and OWNER'S REPRESENTATIVE make any substitution for any CONTRACTOR, other person, or organization who has been accepted by OWNER and OWNER'S REPRESENTATIVE unless OWNER'S REPRESENTATIVE determines that there is good cause for doing so.

6.8. CONTRACTOR shall be fully responsible for all acts and omissions of his/her Subcontractors and of persons and organization directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he/she is responsible for the acts and omissions of persons directly employed by him/her. Nothing in the Contract Documents shall create any contractual relationship between OWNER or OWNER'S

REPRESENTATIVE and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or OWNER'S

REPRESENTATIVE to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or OWNER'S REPRESENTATIVE may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the Schedule of Values.

6.9. The divisions and sections of the Specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

6.10. CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

6.11. All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall waive all rights the contracting parties may have against one another for damages caused by perils covered by insurance in accordance with Article 5 of these General Conditions, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under Paragraph 5.3.5.

#### Patent Fees and Royalties

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of OWNER or OWNER'S REPRESENTATIVE its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and OWNER'S REPRESENTATIVE and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyright incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the

Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### Permits

6.13. CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his/her Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

6.14. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or drawings are at variance therewith, he/she shall give OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to OWNER'S REPRESENTATIVE, he/she shall bear all costs arising therefrom; however, it shall not be his/her primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

#### Taxes

6.15. CONTRACTOR shall pay all sales, consumer use, and other similar taxes required to be paid by him/her in accordance with the law of the place where the work is to be performed.

#### Use of Premises

6.16. CONTRACTOR shall confine his/her equipment, the storage of materials and equipment, and the operations of his/her workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.17. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he/she subject any part of the work to stresses or pressures that will endanger it.

#### Record Drawings

6.18. CONTRACTOR shall keep one record copy of all Specifications, drawings, Addenda, Modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to OWNER'S REPRESENTATIVE and shall be delivered to him/her for OWNER upon completion of the Project. Safety and Protection

6.19. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He/she shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- (a) all employees on the work and other persons who may be affected thereby;
- (b) all the work and all materials or equipment to be incorporated therein, whether in storage on

or

off the site;

(c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.



CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He/she shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He/she shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Paragraph 6.20(b) or 6.20(c) caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of OWNER or OWNER'S REPRESENTATIVE or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and OWNER'S REPRESENTATIVE has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.13 that work is acceptable.

6.20. CONTRACTOR shall designate a responsible member of his/her organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

#### Emergencies

6.21. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR without special instruction or authorization from OWNER'S REPRESENTATIVE or OWNER, is obligated to act, at his/her discretion, to prevent threatened damage, injury, or loss. He/she shall give OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him/her in an emergency which arose from causes beyond his/her control entitles him/her to an increase in the Contract Price or an extension of the Contract Time, he/she may make a claim therefore as provided in Articles 11 and 12.

#### Shop Drawings and Samples

6.22. After checking and verifying all field measurements, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE for approval, in accordance with the accepted schedule of shop drawing submissions (see paragraph 2.8) five copies (or at OWNER'S REPRESENTATIVE's option, one reproducible copy) of all shop drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as OWNER'S REPRESENTATIVE may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials or construction, and the like to enable OWNER'S REPRESENTATIVE to review the information as required.

6.23. CONTRACTOR shall also submit to OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

6.24. At the time of each submission, CONTRACTOR shall in writing call OWNER'S REPRESENTATIVE's attention to any deviations that the shop drawing or sample may have from the requirements of the Contract Documents.

6.25 OWNER'S REPRESENTATIVE will review and approve with reasonable promptness shop drawings and samples, but his/her review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions.

CONTRACTOR shall make any corrections required by OWNER'S REPRESENTATIVE and shall return the required number of correct copies of shop drawings and resubmit new samples, until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by OWNER'S REPRESENTATIVE on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to OWNER and OWNER'S REPRESENTATIVE that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he/she assumes full responsibility for doing so, and that he/she has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

6.26. Where a shop drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by OWNER'S REPRESENTATIVE. A copy of each approved shop drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to OWNER'S REPRESENTATIVE.

6.27. OWNER'S REPRESENTATIVE's approval of shop drawings or samples shall not relieve CONTRACTOR from his/her responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called OWNER'S REPRESENTATIVE's attention to such deviation at the time of submission and OWNER'S REPRESENTATIVE has given written approval to the specific deviation, nor shall any approval by OWNER'S REPRESENTATIVE relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

#### Cleaning

6.28. CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he/she shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. (Note: Further provisions in respect of cleaning may be included in the General Requirements (Division 1).)

#### Indemnification

6.29. CONTRACTOR shall indemnify and hold harmless OWNER and OWNER'S REPRESENTATIVE and their agents, directors, officers, and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

(a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (b) caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

6.30. In any and all claims against OWNER or OWNER'S REPRESENTATIVE or any of their agents or directors, officers, and employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR, or any Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

6.31. The obligations of CONTRACTOR under Paragraph 6.30 shall not extend to the liability of OWNER'S REPRESENTATIVE, his/her agents or directors, officers, and employees arising out of:

(a) the preparation or approval of opinions, reports, surveys, Change Orders; or (b) the giving of or  
the failure to give directions or instructions by OWNER'S REPRESENTATIVE, his/her agents or directors, officers and employees provided such giving or failure to give is the primary cause of injury or damage.

#### ARTICLE 7 - WORK BY OTHERS

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7.1. OWNER may perform additional work related to the Project by him/herself, or he/she may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if he/she is performing the additional work him/herself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his/her work and theirs.

7.2. If any part of CONTRACTOR's work depends for proper execution or results upon the work of any such other CONTRACTOR (or OWNER), CONTRACTOR shall inspect and promptly report to OWNER'S REPRESENTATIVE in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His/her failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his/her work except as to defects and deficiencies which may appear in the other work after the execution of his/her work.

7.3. CONTRACTOR shall do all cutting, fitting, and patching of his/her work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of OWNER'S REPRESENTATIVE and of the other contractors whose work will be affected.

7.4. If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him/her in additional expense or entitles him/her to an extension of the Contract Time, he/she may make a claim therefore as provided in Articles 11 and 12.

#### ARTICLE 8 - OWNER'S RESPONSIBILITIES

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8.1. OWNER shall issue all communications to CONTRACTOR through OWNER'S REPRESENTATIVE.

8.2. In case of termination of the employment of OWNER'S REPRESENTATIVE, OWNER shall appoint an engineer or other such person against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former OWNER'S REPRESENTATIVE. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of him/her under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4 and 14.13.

8.4. OWNER's responsibilities in respect of liability and property insurance are set forth in Article 5.

8.5. In addition to his/her rights to request changes in the work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute Change Orders.

8.6. OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.2.

8.7. In connection with OWNER's right to stop work or suspend work see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

#### ARTICLE 9 - OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION

9.0. The terms of the OWNER'S REPRESENTATIVE responsibilities as set forth in the contract documents may be otherwise determined by contractual agreements between the OWNER'S REPRESENTATIVE and the OWNER.

##### Owner's Representative

9.1 OWNER'S REPRESENTATIVE will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER'S REPRESENTATIVE as OWNER's representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER.

##### Visits to Site

9.2. OWNER'S REPRESENTATIVE will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He/she will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His/her efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his/her on-site observations as an experienced and qualified design professional, he/she will keep OWNER informed of the progress of the work and will endeavor to guard OWNER against defects and deficiencies in the work of CONTRACTOR's.

##### Clarifications and Interpretations

9.3. OWNER'S REPRESENTATIVE will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form drawings or otherwise) as he/she may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles him/her an increase in the Contract Price, he/she may make claim therefore as provided in Article 11.

##### Rejecting Defective Work

9.4 OWNER'S REPRESENTATIVE will have authority to disprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of the inspection, test, or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment). He/she will also have authority to require special inspection or testing of the work as provided in Paragraph 13.7, whether or not the work is fabricated, installed, or completed.

##### Change Orders, and Payments

9.5. In connection with OWNER'S REPRESENTATIVE's responsibility for Change Orders, see Articles 10, 11, and 12.

9.6. In connection with OWNER'S REPRESENTATIVE's responsibilities in respect of Applications for Payment, etc., see Article 14.

#### Resident Project Representatives

9.7. If the OWNER authorizes the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE shall provide one or more full-time resident project representatives to assist the OWNER'S REPRESENTATIVE in carrying out his/her responsibilities at the site. The duties, responsibilities, and limitation of authority of any such resident project representative shall be to endeavor to further protect the OWNER against defects and deficiencies in the work. But the furnishing of such resident project representatives shall not make the OWNER'S REPRESENTATIVE responsible for construction means, methods, techniques, sequences, or procedures of for any safety precautions or programs in connection with the work.

#### Decisions on Disagreements.

9.8. OWNER'S REPRESENTATIVE will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his/her capacity as interpreter and judge he/she will exercise his/her best efforts to insure faithful performance by both OWNER and CONTRACTOR. He/she will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to OWNER'S REPRESENTATIVE for decision, which he/she will render in writing within a reasonable time.

#### Limitations on OWNER'S REPRESENTATIVE's Responsibilities

9.9. Neither OWNER'S REPRESENTATIVE's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him/her in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of OWNER'S REPRESENTATIVE to CONTRACTOR, any Subcontractor, any material man, fabricator, supplier, or any of their agents or employees or any other person performing any of the work.

9.10. OWNER'S REPRESENTATIVE will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he/she will not be responsible for CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

9.12. OWNER'S REPRESENTATIVE will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractors, or any of his/her or their agents or employees, or any other persons at the site or otherwise performing any of the work.

#### ARTICLE 10 - CHANGES IN THE WORK

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10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. OWNER'S REPRESENTATIVE may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be

accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by OWNER'S REPRESENTATIVE entitles him/her to an increase in the Contract Price, he/she may make a claim therefore as provided in Article 11.

10.3. Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him/her to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Paragraphs 10.2 and 13.7.

10.4. OWNER shall execute appropriate Change Orders prepared by OWNER'S REPRESENTATIVE covering changes in the work to be performed as provided in Paragraph 4.3, and work performed in an emergency as provided in Paragraph 6.22 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by OWNER'S REPRESENTATIVE.

10.5. It is CONTRACTOR's responsibility to notify his/her Surety of any changes affecting the general Scope of Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

#### ARTICLE 11 - CHANGE OF CONTRACT PRICE

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11.1. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his/her expenses without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and OWNER'S REPRESENTATIVE within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER'S REPRESENTATIVE allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by OWNER'S REPRESENTATIVE if OWNER and CONTRACTOR cannot otherwise agree on the amount involved.

Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (a) where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- (b) by mutual acceptance of a lump sum;
- (c) on the basis of the Cost of the Work (determined as provided in Paragraph 11.4).

#### Cost of the Work

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as may be otherwise agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR: Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall be included, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expense

of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith: All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for work performed by Subcontractors: If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him/her and shall deliver such bids to OWNER who will then determine with the advice of OWNER'S REPRESENTATIVE, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, OWNER'S REPRESENTATIVES, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

11.4.5. Supplemental costs including the following:

- (a) The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work;
- (b) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR;
- (c) Sales, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority;
- (d) Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses;
- (e) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he/she shall be paid for his/her services a fee proportionate to that stated in Paragraph 11.6.2;
- (f) The cost of utilities, fuel and sanitary facilities at the site;
- (g) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connections with the work;
- (h) Cost of premiums for bonds and insurance which OWNER is required to pay.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, OWNER'S REPRESENTATIVES, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his/her principal or a branch office for general administration of the work and not specifically included in the

schedule referred to in Subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than his/her office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5(h).)

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.  
Contractor's Fee

11.6. The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his/her overhead and profit shall be determined as follows:

11.6.1. A fixed mutually acceptable fee. If no mutually acceptable fixed fee can be agreed upon, then,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

- (a) for costs incurred under Paragraphs 11.4.1 and 11.4.2; the CONTRACTOR's Fee shall be ten (10) percent;
- (b) for costs incurred under Paragraph 11.4.3, the CONTRACTOR's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowance to the Subcontractor as a fee for overhead and profit shall be ten (10) percent; and
- (c) no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4, 11.4.5, and 11.5.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8. Whenever the cost of any work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by OWNER'S REPRESENTATIVE on itemized cost breakdown together with supporting data.

#### Cash Allowances

11.9. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as OWNER'S REPRESENTATIVE may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he/she deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.



## ARTICLE 12 - CHANGE OF THE CONTRACT TIME

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12.1. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and OWNER'S REPRESENTATIVE within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OWNER'S REPRESENTATIVE if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he/she makes a claim therefore as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate CONTRACTOR employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

## ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

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### Warranty and Guarantee

13.1. CONTRACTOR warrants and guarantees to OWNER and OWNER'S REPRESENTATIVE that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in Paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

### Tests and Inspections

13.2. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish OWNER'S REPRESENTATIVE the required certificates of inspection, testing, or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

13.3. CONTRACTOR shall give OWNER'S REPRESENTATIVE timely notice of readiness of the work for all inspections, tests, or approvals. If any such work required so to be inspected, tested, or approved is covered without written approval of OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for observation, and such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given OWNER'S REPRESENTATIVE timely notice of his/her intention to cover such work and OWNER'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

13.4. Neither observations by OWNER'S REPRESENTATIVE, nor inspection, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his/her obligations to perform the work in accordance with the requirements of the Contract Documents.

### Access to Work

13.5 OWNER'S REPRESENTATIVE and his/her representatives and other representatives of OWNER will at reasonable times have access to the work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

#### Uncovering Work

13.6. If any work is covered contrary to the written request of OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for his/her observation and replace at CONTRACTOR's expense.

13.7. If any work has been covered which OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if OWNER'S REPRESENTATIVE considered it necessary or advisable that covered work be inspected or tested by others, CONTRACTOR at OWNER'S REPRESENTATIVE's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as OWNER'S REPRESENTATIVE may require, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he/she makes a claim therefore as provided in Articles 11 and 12.

#### OWNER May Stop the Work

13.8 If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials, or equipment, OWNER may order CONTRACTOR to stop the work or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

#### Correction or Removal of Defective Work

13.9. If required by OWNER'S REPRESENTATIVE prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by OWNER'S REPRESENTATIVE, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from OWNER'S REPRESENTATIVE, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his/her correction, removal or replacement of his/her defective work.

#### One-Year Correction Period

13.10. If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTORS shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and

replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

#### Acceptance of Defective Work

13.11. If, instead of requiring correction or removal and replacement of defective work, OWNER (and prior to approval and final payment, also OWNER'S REPRESENTATIVE) prefers to accept it, he/she may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

#### Neglected Work by CONTRACTOR

13.12. If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days written notice to CONTRACTOR may, without prejudice to any other remedy he/she may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if OWNER'S REPRESENTATIVE approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

### ARTICLE 14 - PAYMENTS AND COMPLETION

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#### Schedules

14.1. At least ten days prior to submitting the first application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of shop drawing submissions and a schedule of values of the work. These schedules shall be satisfactory in form and substance to OWNER'S REPRESENTATIVE. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by OWNER'S REPRESENTATIVE, it shall be incorporated into the form of Application for Payment furnished by OWNER'S REPRESENTATIVE.

#### Application for Progress Payment

14.2. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to OWNER'S REPRESENTATIVE for review an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the application and accompanied by such data and schedules as OWNER'S REPRESENTATIVE may reasonably require. If payment is requested on the basis of material and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his/her interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment. Except where greater retention is necessary pursuant to definite circumstances specifically provided for in the construction contract, the following schedule of retained amounts from progress payments shall be followed:

- (a) Not more than 10% of the dollar value of all work in place until work is 50% in place.

(b) After the work is 50% in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, the OWNER may retain not more than 10% of the dollar value of work more than 50% in place.

(c) The retained funds shall not exceed the pro rata share of the OWNER's matching requirement under the construction contract and shall not be co-mingled with other funds of the OWNER and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the OWNER which shall account for both retainage and interest on each construction contract separately. An OWNER is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the OWNER.

(d) Except as provided in 14.2.6 and 14.2.7, retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment. (e) At any time after 94% of work under the Contract is in place and at the request of the original CONTRACTOR, the OWNER shall release the retainage plus interest to the original CONTRACTOR only if the original CONTRACTOR provides to the OWNER an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the CONTRACTOR and the OWNER.

14.2.1. If a dispute regarding a matter described in 14.2.2 arises, the CONTRACTOR and the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract, as follows:

(a) in an agreement reached within 10 days after a dispute arises:

(b) if an agreement cannot be reached within 10 days after a dispute arises, the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract and who is not an employee of the OWNER.

14.2.2 The OWNER may request dispute resolution by the agent regarding the following:

(a) at any time during the term of the Contract, to determine whether there has been a delay for reasons that were within the control of the CONTRACTOR and the period of time that delay has been caused, continued, or aggravated by actions of the CONTRACTOR.

(b) at any time after 94% of work under the Contract is in place, whether there has been an unacceptable delay by the CONTRACTOR in performance of the remaining 6% of work under the Contract. The agent shall consider the terms of the Contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

14.2.3. This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

14.2.4. The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

14.2.5 The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.

14.2.6. If the dispute resolution results in a decision:

(a) that there has been a delay as described in 14.2.2.(a), all interest earned on retained funds during the period of delay shall become the property of the OWNER:

(b) that there has been unacceptable delay as described in 14.2.2.(b), the OWNER may contract with a subsequent contractor to complete the remaining 6% of the work under the Contract, and interest earned on retained funds shall become the property of the OWNER. A subsequent contractor under this subdivision shall be paid by the OWNER from the following sources until each source is depleted, in the order listed below:

(1) the dollar value of the original Contract, less the dollar value of funds already paid to the original CONTRACTOR and the dollar value of work in place for which the original CONTRACTOR has not received payment;

(2) Retainage from the original CONTRACTOR, or funds made available under a letter of credit provided under 14.1(e);

(3) interest earned on retainage from the original CONTRACTOR or funds made available under a letter of credit provided under 14.1(e);

14.2.7. If the OWNER contracts with a subsequent contractor as provided in 14.2.6.(b), the final progress payment shall be payable to the original CONTRACTOR within the time period specified in 14.4.1. The amount of the final progress payment to the original CONTRACTOR shall not include interest earned on retained funds. The OWNER may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the OWNER to bring action or to otherwise enforce a performance bond to complete work under a construction contract.

#### CONTRACTOR's Warranty of Title

14.3. CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

#### Approval of Payments

14.4 OWNER'S REPRESENTATIVE will, within ten days after receipt of each Application for Payment, either indicate in writing his/her approval of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing his/her reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, after presentation to him/her of an approved Application for Payment, pay CONTRACTOR the amount approved by OWNER'S REPRESENTATIVE as provided under 14.4.1.

14.4.1. Each progress payment requested, including reasonable interest if requested under 14.4.2. shall be paid within thirty (30) days after receipt by the OWNER of the Application for Payment.

14.4.2. Upon failure of the OWNER to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

14.5. OWNER'S REPRESENTATIVE's approval of any payment requested in an Application for Payment will constitute a representation by him/her to OWNER, based on OWNER'S REPRESENTATIVE'S on-site observations of the work in progress as an experienced and qualified design professional and on his/her review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his/her knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his/her approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment OWNER'S

REPRESENTATIVE will not thereby be deemed to have represented that he/she made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he/she has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he/she has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him/her on account of the Contract Price, or that title to any work, materials, or equipment has passed to OWNER free and clear of any liens.

14.6. OWNER'S REPRESENTATIVE's approval of final payment will constitute an additional representation by him/her to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

14.7 OWNER'S REPRESENTATIVE may refuse to approve the whole or any part of any payment if, in his/her opinion, it would be incorrect to make such representations to OWNER. He/she may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his/her opinion to protect OWNER from loss because:

- (a) The work is defective, or completed work has been damaged requiring correction or replacement;
- (b) Claims or liens have been filed or there is reasonable cause to believe such may be filed;
- (c) The Contract Price has been reduced because of Modification;
- (d) OWNER has been required to correct defective work or complete the work in accordance with Paragraph 13.11; or
- (e) Of unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up.

#### Substantial Completion

14.8. Prior to final payment, CONTRACTOR may, in writing to OWNER and OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of the Project to determine the status of completion. If OWNER'S REPRESENTATIVE does not consider the Project substantially complete, he/she will notify CONTRACTOR in writing giving his/her reasons therefore. If OWNER'S REPRESENTATIVE considers the Project substantially complete, he/she will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat, and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven days after receipt of the tentative certificate during which he/she may make written objection to OWNER'S REPRESENTATIVE as to any provisions of the certificate or attached list. If, after considering such objections, OWNER'S REPRESENTATIVE concludes that the Project is not substantially complete, he/she will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR consideration of OWNER'S objection, OWNER'S REPRESENTATIVE considers the Project substantially complete, he/she will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he/she believes justified after consideration of any objections from OWNER.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### Partial Utilization

14.10. Prior to final payment, OWNER may request CONTRACTOR in writing to permit him/her to use a specified part of the Project which he/she believes he/she may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he/she will certify to OWNER and OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request

OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project which is substantially complete. Within a reasonable time thereafter OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of that Part of the Project to determine its status of completion. If OWNER'S REPRESENTATIVE does not consider that it is substantially complete, he/she will notify OWNER and CONTRACTOR in writing giving his/her reasons therefore. If OWNER'S REPRESENTATIVE considers that part of the Project to be substantially complete, he/she will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which OWNER'S REPRESENTATIVE has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### Final Inspection

14.11. Upon written notice from CONTRACTOR that the Project is complete, OWNER'S REPRESENTATIVE will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### Final Application for Payment

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents - all as required by the Contract Documents - he/she may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as OWNER'S REPRESENTATIVE may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; and affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which OWNER or his/her property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, material man, fabricator, or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify him/her against any lien.

#### Approval of Final Payment

14.13. If, on the basis of his/her observation and review of the work during construction, his/her final inspection and his/her review of the Final Application for Payment - all as required by the Contract Documents - OWNER'S REPRESENTATIVE is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his/her obligations under the Contract Documents, he/she will, within

ten days after receipt of the final Application for Payment, indicate in writing his/her approval of payment and present the application to OWNER for payment. Thereupon OWNER'S REPRESENTATIVE will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he/she will return the application to CONTRACTOR, indicating in writing his/her reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. OWNER shall within ten days of presentation to him/her of an approved final Application for Payment, pay CONTRACTOR the amount approved by OWNER'S REPRESENTATIVE.

14.14. If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of CONTRACTOR, and OWNER'S REPRESENTATIVE so confirms, OWNER shall upon certification by OWNER'S REPRESENTATIVE and without terminating the Agreement make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.1., the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

#### Contractor's Continuing Obligation

14.15. CONTRACTOR's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by OWNER'S REPRESENTATIVE, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents.

#### Waiver of Claims

14.16. The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and
- (b) A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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#### Owner May Suspend Work

15.1. OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and OWNER'S REPRESENTATIVE which shall fix the date on which work shall be resumed. CONTRACTOR shall resume the work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he/she makes a claim therefore as provided in Articles 11 and 12.

#### Owner May Terminate



15.2. If CONTRACTOR is adjudged bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he/she disregards the authority of OWNER'S REPRESENTATIVE, or if he/she otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his/her Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the project and all of materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the work by whatever method he/she may deem expedient. In such case CONTRACTOR shall not be entitled to receive any other payment until the work is finished. If the unpaid balance of the Contract Price exceeds, the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by OWNER'S REPRESENTATIVE and incorporated in a Change Order.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and OWNER'S REPRESENTATIVE, OWNER may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit. Contractor May Stop Work or Terminate

15.5. If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or OWNER'S REPRESENTATIVE fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by OWNER'S REPRESENTATIVE within thirty days of its approval and presentation, then CONTRACTOR may, upon seven days' written notice to OWNER and OWNER'S REPRESENTATIVE, terminate the Agreement and recover from OWNER payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if OWNER'S REPRESENTATIVE has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and OWNER'S REPRESENTATIVE stop the work until he/she has been paid all amounts.

## ARTICLE 16 - MISCELLANEOUS

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### Giving Notice

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him/her who gives the notice.

### Computation of Time

16.2. Whenever any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

### General

16.3. All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

16.4. All Specifications, drawings and copies thereof furnished by OWNER'S REPRESENTATIVE shall remain his/her property. They shall not be used on another Project.

16.5. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER and OWNER'S REPRESENTATIVE thereunder, shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other Provisions of the Contract Documents.

16.6. Should OWNER or CONTRACTOR suffer injury or damage to his/her person or property because of any error, omission, or act of the other or of any of his/her employees or agents or others for whose acts he/she is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

16.7. The CONTRACTOR shall provide all labor, materials, tools and equipment necessary for the preparation and completion of the entire scope of the project.

16.8 The CONTRACTOR shall coordinate all work efforts with the Senior Center staff. (Contact: Annette Beach 248-627-6447)  
Existing Public Utilities

16.9 The CONTRACTOR shall determine the exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the CONTRACTOR'S failure to exactly locate and preserve any and all utilities. If conflicts of proposed improvements occurs with any existing utilities, the CONTRACTOR shall notify OWNER'S REPRESENTATIVE of such conflict for evaluation to the effect of such improvement.

16.10 The CONTRACTOR shall conduct his/her operations so as not to damage any existing utility. The CONTRACTOR shall correct, at his/her own expense, any injury caused during the operations of his/her subcontractors or suppliers.

#### Notification to Utilities

16.11 It shall be the CONTRACTOR'S obligation to verify the exact location of all existing utilities which might affect his/her job.

#### Warranty Period

16.12 CONTRACTOR shall guarantee all improvements for a period of one (1) year from final payment. (See General Conditions, Article 13 for further information)

The Contract Documents shall be governed by the law of the place of the Project.

**END OF SECTION**



**CDBG BID SPECIFICATIONS**

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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:



L. Brooks Patterson  
Oakland County Executive

MICHAEL PUCHER  
Contract Compliance Officer

COMMUNITY & HOME  
IMPROVEMENT DIVISION

Oakland Pointe, Ste 1900  
250 Elizabeth Lake Rod.

Pontiac, MI 48341-0414

Tel (248) 858-0196

Fax (248) 858-5311

Toll Free (888) 350-0900 X-80196

Pucherm@co.oakland.mi.us

WWW.CO.OAKLAND.MI.US

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

Date \_\_\_\_\_ Municipality \_\_\_\_\_

### **Agreement of Prime Contractor**

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

\_\_\_\_\_  
General Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

### Contractor's Certification

#### Community Development Block Grant Program Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor  
Contract Compliance Unit  
Oakland County Community & Home Improvement  
Oakland Pointe, Ste 1900  
250 Elizabeth Lk. Rd.  
Pontiac Mi 48341-0414

PROJECT NAME:	PROJECT NUMBER (if any)
---------------	-------------------------

1. The undersigned, having executed a contract with \_\_\_\_\_  
in the amount of \$\_\_\_\_\_ for the construction of the above-identified project, acknowledges that:
- (a) The Federal Labor Standards Provisions are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:
- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) Employer's IRS # is: \_\_\_\_\_

(b) Legal name and the business address of the undersigned are: \_\_\_\_\_

(c) The undersigned is (**please check one**):

<input type="checkbox"/> A Single Proprietorship	<input type="checkbox"/> A Corporation Organized in The State of:
<input type="checkbox"/> A Partnership	<input type="checkbox"/> Other Organization (Describe)

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_  
(Authorized Signature)

Date \_\_\_\_\_



### Sub Contractor's Certification

#### Community Development Block Grant Program Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor  
Contract Compliance Unit  
Oakland County Community & Home Improvement  
Oakland Pointe, Ste 1900  
250 Elizabeth Lk. Rd.  
Pontiac Mi 48341-0414

PROJECT NAME:

PROJECT NUMBER: (if any)

1. The undersigned, having executed a contract with \_\_\_\_\_

for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

in the construction of the above-identified project, certifies that:

(a) The Federal Labor Standards Provisions of the Contract are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is Designated as an ineligible contractor pursuant to any of the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about \_\_\_\_\_  
(Date)

3. He certifies that:

(a) EMPLOYER IRS # is: \_\_\_\_\_

(b) Legal name and the business address of the undersigned are: \_\_\_\_\_

(c) The undersigned is (please check one):

<input type="checkbox"/> A Single Proprietorship	<input type="checkbox"/> A Corporation Organized in The State of: _____
<input type="checkbox"/> A Partnership	<input type="checkbox"/> Other Organization (Describe) _____

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

\_\_\_\_\_  
(Name of Subcontractor)

\_\_\_\_\_  
(Authorized Signature)

Date \_\_\_\_\_

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.	OMB No. 1215-0149 Expires: 03/31/2023
PAYROLL NO.					

(1)  NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2)  EXEMPTIONS OR DEDUCTIONS	(3)  WORK CLASSIFICATION	(4) DAY AND DATE							(5)  TOTAL HOURS	(6)  RATE OF PAY	(7)  GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9)  NET WAGES PAID FOR WEEK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 37 OF THE UNITED STATES CODE.	

\*U.S. G.P.O. 1997 519 981

Date \_\_\_\_\_  
I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 957, 76 Stat. 357, 40 U.S.C. 276c), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

EXHIBIT VIII-T

STATEMENT OF COMPLIANCE, Form WH-348

U.S. DEPARTMENT OF LABOR  
WAGE AND HOUR DIVISION

Form Approved  
Budget Bureau No. 44-R1093

Date \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:  
(Name of Signatory Party) (Title)

(1) That I paid or supervised the payment of the person employed by \_\_\_\_\_  
\_\_\_\_\_ on the \_\_\_\_\_;  
(Contractor or Subcontractor) (Building or Work)

during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ all persons employed on said project have  
been paid the full weekly wages earned, that no rebates have been or will be made either directly or  
indirectly to or on behalf of said \_\_\_\_\_  
(Contractor or Subcontractor)

person and that no deductions have been made either directly or indirectly from the full wages earned by  
any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A),  
issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 180, 72  
Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than  
the applicable wage rates contained in any wage determination incorporated into the contract; that the  
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are  
registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

**EXHIBIT VIII-T, Cont.**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each labor or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE (Typed)

SIGNATURE

THE LAWFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 16 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.)

**EXHIBIT VIII-T, Cont.**

INSTRUCTIONS FOR PREPARATION OF  
STATEMENT OF COMPLIANCE

---

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

**Contractors who pay all required fringe benefits:**

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than predetermined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of this payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

**Contractors who pay no fringe benefits:**

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium of the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exception shall be noted in Section 4(c).

**Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exception to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

GPO: 1981 0 -345-632  
For sale by the Superintendent of Documents  
U. S. Government Printing Office  
Washington DC 20402

OAKLAND COUNTY COMMUNITY and HOME IMPROVEMENT DIVISION

**PAYROLL REPORTING**

Federal payroll reporting requirements apply to this project. Payroll form WH-347 must be prepared and transmitted to the municipality contracting the project each week until completion.

**ALL PAYROLLS MUST CONTAIN THE FOLLOWING:**

1. employer's IRS number on the upper left hand corner of the first project payroll
2. name and address of the contractor or subcontractor
3. Number payrolls consecutively (i.e., 1, 2, 3, etc.). **Label the first project payroll "INITIAL" and the last payroll "FINAL."** Submit a "no work" payroll form if work is suspended for a period of time, stating on the form, "NO WORK, weeks ending 10/7/99 to 10/28/99, payrolls 7, 8, 9, 10." Include an authorized certifying signature.
4. project name, location and number
5. (column 1) Each employee's address and social security number must appear on the first payroll on which his name appears.
6. (column 3) Work Classification, consult the wage decision to determine the exact trade title and class, for example, "Laborer group 1" or "Power Equipment Operator group 1".  
  
If an employee is an apprentice, a copy of his registration in a bona-fide apprenticeship program must be submitted with the first payroll on which he is listed.
7. (columns 4) Days and dates, show the hours worked each day on this project, straight time and overtime. Overtime hours are those hours over 40 in a week.
8. (column 5) Total hours for the week for this project, show any overtime hours on line "O" and straight time hours on line "S".
9. (column 6) Hourly rate of pay, it can be more than the base rate shown in the wage decision for the given work classification, but never less. Pay time-and-one-half (Overtime) for hours over 40 in a week (the 40 hours compiled from all work). Calculate the time-and-one-half rate by multiplying the base rate of pay by 1.5 . Fringe benefit payment is required on all hours worked on this job (one rate for fringes no matter what). If a company owner works on the project, enter "NA" (not applicable), followed by "OWNER/OPERATOR." The owner's name, etc., must also appear on the Contractor's or Sub.'s Certification form HUD 1421 or HUD 1422.
10. (column 7) Gross amount earned, show the gross amount earned on this job over the gross amount earned for the week (all work), example: 535.92/759.92 .
11. (columns 8) deductions for the week, all work
12. (column 9) Net wages paid for the week (all work), column 7 figure (all work) minus column 8 figure (total deductions) must equal column 9 figure.

**Reverse Side of Payroll**

13. "Statement of Compliance," complete the entire reverse side of the payroll form.

Mark the appropriate box indicating the method of fringe benefit payment:

Mark box (4) (a) if the fringe benefits (in at least the amounts shown in the wage decision) are paid to approved plans, funds or programs. If such is the case, record only the base rate of pay on the face of the payroll in column 6, on line "S";

Mark box (4) (b) if the fringe benefits are paid to the employees directly in cash, that is, paid to them in their paychecks instead of a plan. If such is the case, record the total fringe benefits paid per hour on the payroll face, under the base rate of pay in column 6, on line "S," example: 15.54/6.79;

If neither of the descriptions given under boxes (4) (a) or (4) (b) conforms exactly to your situation, mark the box (4) (a) **OR** (4) (b) that most closely resembles your company circumstances, but also provide an explanation of the "EXCEPTIONS" (differences) under section (4) (c).

14. Certifying signature, an authorized, original signature must appear in the signature box in the lower right corner, on the back of the payroll form.



## Record of Employee Interview

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

OMB Approval No. 2501-0009  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) — continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

## Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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General Decision Number: MI150095 11/27/2015 MI95

Superseded General Decision Number: MI20140095

State: Michigan

Construction Type: Building

County: Oakland County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	02/20/2015
3	03/06/2015
4	06/05/2015
5	06/26/2015
6	07/10/2015
7	07/24/2015
8	08/07/2015
9	08/14/2015
10	08/21/2015
11	09/04/2015
12	10/02/2015
13	10/30/2015
14	11/20/2015
15	11/27/2015

ASBE0025-002 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.51	30.24

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BOIL0169-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.78	28.39

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BRMI0001-001 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 32.67	18.40
TILE FINISHER.....	\$ 26.15	16.22
TILE SETTER.....	\$ 32.25	16.22

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 CARP0687-003 06/01/2015

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building).....	\$ 30.41	26.90

-----  
 CARP1045-001 06/01/2015

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 27.50	22.84

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 CARP1102-002 06/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.11	28.64

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 ELEC0058-011 06/30/2015

	Rates	Fringes
ELECTRICIAN Excludes Alarm Installation & Low Voltage Wiring.....	\$ 36.88	21.50
Low Voltage Wiring Installer.....	\$ 24.25	12.38
Technician.....	\$ 31.83	10.91

-----  
 ELEV0036-002 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.73	28.685

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 \* ENGI0324-017 06/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.39	22.40
GROUP 2.....	\$ 37.89	22.40
GROUP 3.....	\$ 36.39	22.40
GROUP 4.....	\$ 36.09	22.40
GROUP 5.....	\$ 35.27	22.40
GROUP 6.....	\$ 34.41	22.40

GROUP 7.....	\$ 33.44	22.40
GROUP 8.....	\$ 31.73	22.40
GROUP 9.....	\$ 23.39	22.40

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

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 IRON0025-019 06/01/2015

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.30	24.60
STRUCTURAL.....	\$ 33.78	27.84

-----  
 IRON0025-022 04/01/2014

	Rates	Fringes
IRONWORKER STRUCTURAL (Metal Building Erection Only).....	\$ 23.39	21.13

-----  
 LAB00259-002 08/01/2015

	Rates	Fringes
LABORER: Asbestos Abatement (Removal from Floors, Walls & Ceilings).....	\$ 27.18	13.22

-----  
LABO0334-005 06/01/2015

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 19.76	9.15
GROUP 2.....	\$ 15.54	9.15

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

-----  
LABO1076-003 06/01/2015

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster.....	\$ 23.89	20.05

-----  
PAIN0022-003 06/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 26.06	17.66
PAINTER: Drywall Finishing/Taping.....	\$ 27.05	18.26
PAINTER: Spray.....	\$ 26.86	17.66

-----  
PAIN0357-002 06/01/2015

	Rates	Fringes
GLAZIER.....	\$ 30.05	18.10

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

-----  
PLAS0067-001 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

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PLAS0067-004 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 30.63	14.07

PLUM0098-001 06/01/2014

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 32.84	24.44

PLUM0636-011 06/03/2014

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation).....	\$ 39.86	25.15

ROOF0149-001 06/01/2014

	Rates	Fringes
ROOFER.....	\$ 29.10	20.83

SFMI0704-001 08/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 42.76	22.66

SHEE0080-001 07/01/2015

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 37.24	26.56

TEAM0247-001 06/01/2015

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem.....	\$ 25.69	0.60+a
GROUP 2		
Semi.....	\$ 25.84	0.60+a
GROUP 3		
Lowboy.....	\$ 25.94	0.60+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$404.45 per week, plus \$59.60 per day.

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SUMI2011-020 02/01/2011

	Rates	Fringes
ELECTRICIAN (Alarm Installation).....	\$ 24.31	5.53
INSTALLER - OVERHEAD DOOR.....	\$ 27.98	0.00
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

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

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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)).

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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.

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#### 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

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

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

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

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

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

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

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

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

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

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
( EXECUTIVE ORDER 11246 )

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract  
Specifications (Executive Order 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of

race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in



the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and

discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative

action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at

least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- 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 135, 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 135 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section

3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type).  
Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

( ) Female ( ) Male

( ) **White Americans:** persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.

( ) **Black Americans:** persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.

( ) **Native Americans:** persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.

( ) **Hispanic Americans:** persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

( ) **Asian/Pacific Americans:** persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

( ) **Other: Please Specify:** \_\_\_\_\_

Date \_\_\_\_\_

Project \_\_\_\_\_

Business Name \_\_\_\_\_

Representative Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196





*CDBG*  
*Contract Provisions*

A grantee's and subgrantee's contracts must contain the provisions listed here. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contractors more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. ( All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity, " as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance. With the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with Davis Bacon Act (40 U.S.C.276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.



- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11788, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]
- (14) Debarment, Suspension, Ineligibility and Voluntary Exclusion  
The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

**Oakland County  
CDBG  
Bonding Requirements**

For construction or facility improvement contracts or subcontracts the following bonds are required.

- 1) *A bid guarantee from each bidder equivalent to 5% of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Contracts or Subcontracts exceeding \$50,000.00.

- 2) *A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 3) *A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected.

OC File # \_\_\_\_\_

**Sworn Statement  
Oakland County Community and Home Improvement**

\_\_\_\_\_ being duly sworn, deposes and says that \_\_\_\_\_ is the  
(contractor) (Sub-Contractor) for an improvement to the following described real property situated in: Oakland County, Michigan, described as follows:

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages of fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Number	Subcontractor	Type of improvement furnished	Amount currently owed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Owner of the (contractor) (subcontractor) for the purpose of representing to the owner of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No.497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

**WARNING TO OWNER:** AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

**WARNING TO DEPONENT:** A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

\_\_\_\_\_(Deponent). Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_, Notary Public, \_\_\_\_\_ County Michigan- My commission expires \_\_\_\_\_.



**Oakland County Community and Home Improvement Division  
FULL UNCONDITIONAL WAIVER**

Technician Name: \_\_\_\_\_

Oakland County File Number: \_\_\_\_\_

My/our contract with \_\_\_\_\_

To provide \_\_\_\_\_

For an improvement to the property described as:

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

HAVE BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION  
LEIN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED  
AND RELEASED.

Company name: \_\_\_\_\_

Company address: \_\_\_\_\_

Legal signature of lien claimant: \_\_\_\_\_

Name printed: \_\_\_\_\_

Date: \_\_\_\_\_

August 28, 2012

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This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities website at [http://www.hud.gov/offices/cir/cir\\_9601.cfm](http://www.hud.gov/offices/cir/cir_9601.cfm).



## Labor Standards Compliance Requirements

- ☐ Information by State
- ☐ Print version

Date: December 2, 1996

(Rev 1) Letter No. LR-96-01

Subject: **Labor standards compliance requirements for self-employed laborers and mechanics (aka *Working Subcontractors*)**

- I. HUD policy on prevailing wage applicability.**
- II. Compliance and certification parameters.**
- III. Owners of businesses working with their crews.**
- IV. Owner-Operators of power equipment.**
- V. Truck drivers.**

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are bona fide subcontractors is not germane to the issue of prevailing wage standard applicability.

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### **I. HUD policy on prevailing wage applicability.**

The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the U.S. Housing Act of 1937 concerning the payment of prevailing wage rates established by HUD provide that the wage protections afforded in these statutes apply to laborers and mechanics employed on the covered work. The DBA and DBRA implementing regulations (29 CFR Part 5) specifically stipulate that these protections are provided **regardless of any contractual relationship which may be alleged to exist** between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. HUD has followed DBA/DBRA prevailing wage parameters in its implementation, administration and enforcement of HUD-determined maintenance and nonroutine maintenance prevailing wage standards. (NOTE: The requirement to pay weekly wages is not applicable to the payment of



prevailing routine maintenance wage rates related to laborers and mechanics engaged in the operation of PHA and IHA housing developments.)

Therefore, it is HUD policy that in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction, maintenance and nonroutine maintenance work, laborers and mechanics shall be entitled to compensation (in the case of Davis-Bacon wages, *weekly* compensation) at wage rates not less than the prevailing rate for the type of work they perform **regardless of any contractual relationship alleged to exist between a contractor or subcontractor and such laborers or mechanics.**

The above policy statement is not a departure from previous HUD directives. The guidance presented below establishes uniform HUD-assisted program contract administration and enforcement parameters for labor standards compliance and prevailing wage certification.

## **II. Compliance and certification parameters.**

HUD policy clearly affords prevailing wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole-proprietors, partners, corporate officers, or others. This policy in no way precludes or limits any business or individual from participating in HUD-assisted construction, maintenance, or nonroutine maintenance work. The

### **Page 3 Letter**

### **No. LR-96-01**

issue is not one of *eligibility*, whether such persons are permitted to work on HUD-assisted projects, but of compliance standards - what HUD will accept from contractors and subcontractors to demonstrate that proper compliance has been achieved.

In this context, this Letter establishes a HUD administrative policy that laborers and mechanics may not certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew. (This exception is described in detail in Paragraph III. Owner-operators of power equipment are discussed in Paragraph IV; Truck drivers are discussed in Paragraph V.)

The most frequent occurrence of self-employed workers on HUD-assisted projects involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), may not accept certified payrolls reporting single or multiple owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for

performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per

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**Letter No. LR-96-01**

week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate **may not** be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

**III. Owners of businesses working with their crew.**

Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees. Such owners need only list their name, work classification including "owner," and the daily and total hours worked. (Such owners *do not* need to list a rate of pay or amounts earned.)

**IV. Owner-operators of power equipment.**

Frequently, *owner-operators of power equipment* (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly *labor* salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator.

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**Note:** Owner-operators of power equipment, like self-employed mechanics, may not submit their own payrolls certifying to the payment of their own wages BUT must be carried on the responsible contractor's certified payroll report.

**V. Truck drivers.**

As outlined earlier in this Letter, a DOL administrative policy excludes *bona fide owner-operators of trucks who are independent contractors* from DBRA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls *but* the payrolls do not need to show the hours worked or rates - only the notation "Owner-operator."

**Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to DBRA/CWHSSA provisions



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in the usual manner.

This policy **does not** pertain to owner-operators of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in paragraph IV, above).

These compliance standards shall take effect immediately. Any exceptions to these standards must be approved in advance in writing by HUD Headquarters Office of Labor Relations.

Any questions concerning this *Letter* may be directed to the Office of Labor Relations at (202)708-0370 or, in the case of HUD program participants, to the HUD Field Labor Relations Staff with jurisdiction for your area.

Visit the Office of Labor Relations on the World Wide Web HUD Home Page

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Return to OLR letters

Content current as of 11 March 2003

U.S. Department of Housing and Urban Development  
451 7th Street, S.W., Washington, DC 20410  
Telephone: (202) 708-1112 [Find the address of a HUD office near you](#)

**Oakland County Community & Home Improvement Division  
Section 3 Report**

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name:	
Oakland County CDBG File #:	
Municipality:	
Project Name:	
Contract Amount:	\$
Time on Job:	<b>From:</b> _____ <b>To:</b> _____

Review the information below and check all that apply for this project::

- ☐ We **currently have** employees who meet Section 3 criteria.
- ☐ We **have hired** employees who meet Section 3 criteria.
- ☐ We **have hired** employees that live within the Metropolitan Statistical Area (MSA) Target Area
- ☐ We **have not** hired any new employees.

We have taken one or more of the following recruitment steps to find MSA Target Area Vicinity residents and residents that meet Section 3 criteria.

- ☐ We **have advertised** to fill vacancies at the site, where work is taking place, in connection with this project via the following.
- ☐ Place signs or posters in prominent places within the target area vicinity.
- ☐ Taken photographs of the above item to document that the above step was carried out
- ☐ Distribute employment flyers in locations accessible to MSA vicinity residents.
- ☐ Post employment flyers in various locations within the MSA vicinity areas.
- ☐ Kept a log of all applicants and indicated the reasons why MSA Target Area Vicinity residents and/or Section 3 residents who applied were not hired.
- ☐ Requested training on MSA Vicinity Hiring and Section 3 employment requirement

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**OAKLAND COUNTY  
COMMUNITY & HOME IMPROVEMENT  
SECTION 3  
INCOME CERTIFICATION FORM**

Name: _____		Date: _____
Address: City & State: Zip: _____		
Telephone Number: _____	FAX Number: _____	Email Address: _____

As an employee of \_\_\_\_\_, I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

Family Size	Section 3 Gross Household Income Limits	CHECK ONE (√)	
		Household Income Less Than (√)	Household Income More Than (√)
1	\$37,950		
2	\$43,350		
3	\$48,750		
4	\$54,150		
5	\$58,500		
6	\$62,850		
7	\$67,150		
8	\$71,500		

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income.

Owner's Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWINGS

TTL Title Sheet  
A00 General Information  
A10 Removal Plans  
A20 Plan  
A50 Interior Elevations



### **00 010--BIDDING REQUIREMENTS**

CONTRACTOR shall familiarize itself with the existing conditions at the site, including utilities, services, etc, and shall be fully responsible for any damage it causes to the property, existing and new construction, and for any unauthorized disruptions to the Owner's normal use of utilities, services, and the surrounding facilities.

### **00 070--CONDITIONS OF THE CONTRACT**

AIA GENERAL CONDITIONS DOCUMENT A201, current edition and the General Requirements shall govern the work of the Contract, including without limitations, all portions of the work described on the Drawings and Specifications.

INSURANCE: Contractor shall provide and maintain insurance to the satisfaction of the Owner. Submit certificate prior to starting the work.

### **01 010--SUMMARY OF THE WORK**

#### **WORK INCLUDED**

1. REMOVAL of existing plumbing fixtures, flooring, toilet partitions, countertops, toilet room accessories, etc.
2. INSTALLATION of new plumbing fixtures, toilet room accessories, toilet partitions, cabinets, and counters, flooring, light fixtures, and wall finishes.
3. CONNECTION of the new plumbing fixtures to existing waste and supply piping.
4. ELECTRICAL for automatic sink faucets and hand dryers.

#### **PRODUCTS FURNISHED AND INSTALLED BY OWNER:**

1. SOAP DISPENSER
2. PAPER TOWEL
3. WASTE RECEPTACLE

### **Work By Others**

Work on the project which will be executed during the work of this contract or after its completion, and which is excluded from this contract is as follows:

1. ENVIRONMENTAL REMOVAL and disposal of ACM and Air Quality monitoring and testing.

### **01 110--GENERAL REQUIREMENTS**

GRADES, LOCATIONS: Provide field engineering and surveys as necessary to properly locate and execute the work.

PROJECT COORDINATION: Contractor shall provide and pay for all labor, materials, equipment, water, heat, utilities, and services necessary for the proper execution and completion of the work. To include cost of all permits, inspections, tap fees, taxes, etc.

CUTTING AND PATCHING: Perform all cutting, patching as required. Inspect all existing conditions to understand the nature and extent of the work necessary.

CODES: The work shall conform to all applicable building codes, safety codes, barrier-free codes, etc.

FIELD VERIFY: Sizes, locations, elevations and details of existing conditions that affect the work. Inform the Architect of any discrepancies in dimensions, sizes, locations, or conditions before proceeding.

### **01 150--APPLICATION FOR PAYMENT**

SUBMIT THREE (3) COPIES on AIA Form 702 "Application and Certificate for Payment".

FORMAT: Utilize schedule of values

PAYMENT CONSTRUCTION PERIOD: Generally is the last day of the month.

CONSTRUCTION SCHEDULE UPDATE: To be included with each Application.

### **WAIVERS OF LIEN**

WAIVERS OF MECHANICS LIEN: Submit with each Application Waivers of Mechanics Liens from sub-contractors, and suppliers for the construction period covered by the previous application.

1. SUBMIT PARTIAL WAIVERS on each item for the amount requested; prior to deduction for retainage, on each item.
2. SUBMIT FINAL OR FULL WAIVERS when an application shows completion of an item.

3. OWNER RESERVES right to designate which entities involved in the Work must submit waivers.
4. WAIVER FORMS: Shall be on the form and executed in a manner, acceptable to the Owner.

#### **APPLICATION FOR STORED MATERIAL**

REQUESTED AMOUNTS for materials suitable stored on site shall be shown under that column on the Form and include the following:

1. WRITTEN REPRESENTATION that it is the Owner of such materials free and clear of all liens, security interest or claims of others' such as a notarized "Bill of Sale".
2. OR INVOICE for such material marked "Paid".
3. OR OTHER PROCEDURE, accepted by the Owner to establish the Owner's title or otherwise protect the Owner's interest.

#### **APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION**

SUBMIT following issuance of the Certificate of Substantial Completion.

ADMINISTRATIVE ACTIONS AND SUBMISSIONS that shall precede or coincide with the application include:

1. OCCUPANCY PERMITS and similar approvals.
2. WARRANTIES (Guarantees) and maintenance agreements.
3. MAINTENANCE INSTRUCTIONS
4. FINAL CLEANING
5. APPLICATION FOR REDUCTION OF RETAINAGE and consent of surety.
6. LIST OF INCOMPLETE WORK, recognized as exceptions to the Architect's Certificate of Substantial Completion.
7. ESCROW 200% of the value of incomplete or unaccepted work; as determined by Owner/Architect.

#### **FINAL PAYMENT APPLICATION**

ADMINISTRATIVE ACTIONS AND SUBMISSIONS which must precede or coincide include:

1. COMPLETION OF PROJECT CLOSE OUT REQUIREMENTS
2. COMPLETION OF ITEMS specified for completion after substantial completion.
3. ASSURANCE THAT UNSETTLED CLAIMS will be settled.
4. ASSURANCE THAT work not complete and accepted will be completed without undue delay.
5. TRANSMITTAL OF REQUIRED PROJECT construction records including as-built drawings to Owner.
6. PROOF THAT TAXES, FEES and similar obligations have been paid.
7. REMOVAL OF TEMPORARY FACILITIES and services.
8. REMOVAL OF SURPLUS material, rubbish and similar elements.
9. CHANGE OF DOOR LOCKS to Owner's access.
10. CONSENT OF SURETY to Final Payment.

#### **01 151--CHANGE ORDER PROCEDURES**

##### **PROPOSAL REQUESTS**

OWNER INITIATED CHANGE ORDER PROPOSAL REQUESTS will be issued by the Owner or Architect to describe proposed modifications to the Contract Documents.

CONTRACTOR INITIATED CHANGE ORDER REQUESTS should be submitted on AIA form G709, when latent or other unforeseen conditions require modification to the Contract. Provide a complete description of the proposed change and the reason it is needed.

REVIEW THE DOCUMENTS and the Submittals for related work, including Shop Drawings and Product Data, for changes or corrections necessary for the work described, in order to conform to the modifications described in the Proposal Request.

FURNISH A DETAILED QUOTATION breaking down the cost of the proposed modifications by item numbers and subheadings as listed in the Proposal Request. Include, where applicable, claims for extension of time. Furnish quantity takeoffs, material invoices, labor hours, rental costs, and other pertinent data substantiating the quoted costs.

WHEN CREDITS and extras are involved on the same Proposal Request, compute the net credit or extra prior to adding the overhead and profit.

DO NOT PROCEED with any modification proposed in a Proposal Request until receiving a Change Order signed by the Owner.

#### **CONTRACT CHANGE ORDER**

IF THE COST of such change as submitted for in the Proposal Request is accepted and approved by the Owner, a Contract Change Order will be issued to the Contractor, giving him authority to proceed with the work and increasing or decreasing his Contract by the amount occasioned by such change. Work shall be performed according to the Contract Documents as modified by the Change Order.

#### **ARCHITECTS SUPPLEMENTARY INSTRUCTIONS**

WILL ONLY BE ISSUED when no money is involved. If an item of cost is involved, a Proposal Request will be issued.

#### **01 230-JOB SITE ADMINISTRATION**

THE CONTRACTOR is responsible for the general charge of the construction and site until it is turned over to the Owner. It is responsible for damage to adjacent properties as a result of its operations and for the protection of persons, and property. It shall provide shoring, bracing, under-pinning, and all other means required to protect and maintain safety and the structural integrity and stability of existing and new construction during and after operations.

NO SURFACE WATER shall be allowed to flow onto adjacent property.

#### **01 310-PROGRESS SCHEDULES**

SUBMIT a detailed progress schedule before starting, update monthly.

#### **01 340-SHOP DRAWINGS**

DRAWINGS SHALL BE PRESENTED in a clear and thorough manner. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on the Contract Drawings.

Reproductions of Contract Drawings are not acceptable.

1. STANDARD INFORMATION prepared without reference to the project is not considered shop drawings.

SHOP DRAWINGS SHALL SHOW all dimensions, materials and details of fabrication, construction, connections and installation for proper fit and coordination in respect to related or adjacent work. Scale of the shop drawings shall be of sufficient size to show all individual components to accurate shape and size, and to indicate clearances for other work. In the case of structural elements, include all design factors used for the basis of development. Include the following information:

1. COMPLIANCE with specified standards.
2. NOTATION of coordination requirements.
3. NOTATION of dimensions established by field measurement.

SUBMIT in electronic format (.pdf) or submit three (3) hard copies. Reproduction and distribution as needed for Contractors construction operations are the sole responsibility of the Contractor.

#### **PRODUCT DATA**

CLEARLY MARK EACH COPY to identify pertinent products or models. Show performance characteristics and capacities. Show dimensions and clearances required. Show wiring or piping diagrams and controls. Product data shall cite applicable standards.

WHERE PRINTED PRODUCT DATA includes information on several products, some of which are not required - mark copies to indicate the applicable information.

DO NOT SUBMIT PRODUCT DATA until compliance with requirements of the Contract Documents has been confirmed.

MODIFY MANUFACTURER'S STANDARD schematic drawings and diagrams. Delete information which is not applicable to the Work. Supplement the standard information to provide information specifically applicable to the Work.



MANUFACTURER'S DIRECTIONS or instructions when mentioned in the specifications; submit copies of said instructions or directions or both, for review before commencing work.

SUBMIT the number of copies which the Contractor requires, plus three (3) which will be retained by the Architect.

### **SAMPLES**

SUBMIT SAMPLES of sufficient size and quantity to clearly illustrate functional characteristics of the product, with integrally related parts and attachment devices, and the full range of color, texture and pattern.

SUBMIT AT LEAST TWO (2) sets of samples.

WHERE FIELD SAMPLES and mock-ups are required; The Contractor shall erect them at the Project site, at a location directed by the Architect. Fabricate each field sample or mock-up complete and finished, in the size or area specified. Remove field samples and mock-ups at the conclusion of the work or when otherwise directed by the Owner/Architect.

### **CONTRACTORS REVIEW RESPONSIBILITY**

THE CONTRACTOR SHALL REVIEW, stamp with its approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents or subsequently by the Architect.

1. DEVIATIONS: At the time of submission the Contractor shall inform the Architect in writing of any deviation in the submittals from the requirements of the Contract Documents.

BY APPROVING AND SUBMITTING Shop Drawings and Product Data, the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and has checked and coordinated each Submittal with the requirements of the work and of the Contract Documents.

THE CONTRACTOR shall be responsible for the proper fit of its work to adjoining work and shall, without additional charge, correct any work that does not fit, or furnish new work. In cases where dimensions are governed by conditions already established or which will have been established prior to installation of the Contractor's work or materials, the Contractor shall depend entirely upon its own measurements taken or verified in the field. In all cases he shall verify dimensions prior to fabricating or installing the work.

MAKE ALL CORRECTIONS OR CHANGES required by the Architect and resubmit until accepted.

DISTRIBUTE REPRODUCTIONS of approved Shop Drawings and copies of accepted Product Data to the job site file and the Record Documents file, to other affected contractors and Subcontractors, and to the appropriate Supplier or Fabricator.

### **ARCHITECT'S REVIEW RESPONSIBILITY**

THE ARCHITECT WILL REVIEW Submittals only for conformance with the design concept of the Project and for conformance with the Contract Documents. The Architect's review of a separate item shall not indicate approval of an assembly in which the item functions.

THE ARCHITECT'S REVIEW of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Product Data.

THE ARCHITECT will alter or amend shop drawings or descriptions if, in its opinion, the work as described does not conform to the Design Concept and to the information given in the Contract Documents.

### **REVIEW COMMENTS**

THE ARCHITECT will review submittals only for conformance with the Contract Documents and mark them with one (1) of the following notations:

1. "ACCEPTED" - Indicates no exceptions noted; no comment is made.

2. "ACCEPTED AS CORRECTED" - Submittals thus marked may be released for order and fabrication in accordance with corrections noted, No resubmittal is required.
  3. "REVISE and RESUBMIT" - Submittals thus marked shall not be released for order and fabrication. They shall be corrected and resubmitted.
  4. "REJECTED" - Indicates that the submittal does not conform. Submittals thus marked shall not be released for any work. Revise and Resubmit
- ANY MATERIAL ordered by the Contractor prior to acceptance of its conformance shall be at its own risk.

#### **01 500 TEMPORARY FACILITIES**

PROVIDE AND PAY for temporary installations, including cost of consumption or use, and including cost of removal when the work is complete, as follows:

1. ELECTRICITY: By Owner (use present facilities)
2. HEATING, VENTILATION: By Owner (use present facilities)
3. TELEPHONE: By Contractor
4. WATER: By Owner (use present facilities)
5. TOILETS: By Owner (use present facilities)
6. FIRST AID: By Contractor
7. TRASH REMOVAL: By Contractor
8. FIRE PROTECTION: By Contractor
9. CONSTRUCTION AIDS: By Contractor
10. TEMP. ENCLOSURES: By Contractor
11. BARRIERS, BARRICADES: By Contractor
12. SECURITY: By Contractor
13. CLEAN UP: By Contractor
14. DEBRIS CONTROL: By Contractor

#### **01 700-PROJECT CLOSE OUT**

AT SUBSTANTIAL COMPLETION: Submit the following:

1. CONTRACTOR'S Punch list, Final Cleaning
2. PROOF all taxes and fees have been paid.

AT FINAL PAYMENT: Submit the following:

1. FINAL UNCONDITIONAL WAIVERS of Lien for Contractor and all subcontractors and major material suppliers.
2. SWORN STATEMENT and settlement of all claims
3. CONSENT OF SURETY to Final Payment
4. REMOVE ALL RUBBISH and temporary facilities
5. AS-BUILT DRAWINGS, identification of all subcontractors, operating and maintenance data, equipment manuals.
6. MINIMUM one (1) year warranties, Contractor's guarantee
7. OWNER'S procedures in case of failure of product, and material.

END OF SECTION



## **PART ONE - GENERAL**

### **DESCRIPTION**

**SECTION INCLUDES:** Perform all work required to complete the selective demolition work, including but not limited to,

1. DEMOLITION, as required for new construction in existing building.
2. SELECTIVE REMOVALS, in the existing building.
3. CLEAN UP and removal of resulting debris.
4. REMOVAL OF BUILDING EQUIPMENT and FIXTURES: As designated, or required for new.
5. REMOVAL OF CONSTRUCTION: As designated or required.

### **SUBMITTALS**

**SCHEDULE:** Submit proposed schedule of operations.

### **QUALITY ASSURANCE**

**QUALIFICATIONS:** Demolition work shall be performed by an established firm employing skilled experienced workers under competent supervision.

**DESIGN CRITERIA:**

1. STRUCTURAL: Do not cut structural work in a manner resulting in a reduction of load carrying capacity or load/deflection ratio.
2. OPERATIONAL AND SAFETY LIMITATIONS: Do not cut operational elements and safety related components in a manner resulting in a reduction of capacities to perform in a manner intended, or resulting in a decreased operational life, increased maintenance, or decreased safety.
3. VISUAL REQUIREMENTS: Do not cut work which is exposed on the exterior or exposed in occupied spaces of the building in a manner resulting in a reduction of visual qualities, or resulting in substantial evidence of the demolition work, both as judged solely by the Architect. Remove and replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.
4. LOADING: Do not superimpose loads at any point upon the existing structure beyond the design capacity, including loads due to materials, construction equipment, demolition operations, and shoring and bracing.
5. VIBRATION: Do not induce vibration into any element of the structure during demolition operations.
6. FIRE: Do not use any means, methods, techniques, or procedures which produce any fire hazard.
7. WATER: Do not permit uncontrolled water or humidity.
8. AIR POLLUTION: Do not permit uncontrolled dust, fumes, or other damaging air pollution.

**REQUIREMENTS OF REGULATORY AGENCIES:** Comply with all applicable requirements.

1. EPA RRP (Renovating, repairing or painting) Rule, "Lead-Safe Certified Guide to Renovate Right".

**REFERENCE STANDARDS:** In addition to Contractor's normal references, conform to the following:

1. MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION, published by the Associated General Contractors of America.
2. NFPA 241 "Safeguarding Building Construction and Demolition Operations"

**ACCIDENT PREVENTION:** Contractor is solely responsible for providing adequate safety measures, such as barricades, fences, warning lights and signs, as necessary to protect persons and property. Execute the work in such fashion as not to involve undue hazards to the General Public or unnecessary risks to workers, or adjacent property.

### **PROJECT CONDITIONS**

**INSPECT EXISTING CONDITIONS:** For improper conditions which may prevent proper execution of the demolition and removal work. Do not proceed until improper conditions are satisfactorily corrected.

Commencement of the work of this Section constitutes acceptance of existing conditions.

1. STRUCTURE: The Owner and Architect assume no responsibility for the actual condition of the structures to be demolished.

ACCIDENT PREVENTION: Contractor is responsible for providing adequate barricades, fences, warning lights and signs, as necessary to protect persons and property. Execute the work in such fashion as not to involve undue hazards to the General Public or unnecessary risks to workers, or adjacent property.

## **PART TWO - PRODUCTS**

### **MATERIALS**

SALVAGE MATERIAL: Shall become the property of the Contractor, and shall be removed from the premises and properly disposed of.

1. STORAGE OR SALE of removed items on the site is not permitted.
2. RETAIN ON SITE and store where directed, any equipment or material designated by the Owner, to remain.

EXPLOSIVES: Are not permitted.

## **PART THREE - EXECUTION**

### **PREPARATION**

ACCEPT FULL RESPONSIBILITY for all damage caused as a result of improper demolition operations.

CORRECT for all damage caused as a result of improper demolition operations.

PROTECT EXISTING SITE FEATURES that are to remain against damage.

1. MARK UTILITIES
2. INTERFERING UTILITIES OR SERVICES shall be protected and maintained wherever encountered, including temporary or permanent rerouting required. Abandoned services shall be properly removed.

TEMPORARY PROTECTION OR BARRICADES: As required to prevent injury or damage to the structure or adjacent construction.

1. ERECT AND MAINTAIN waterproof closures for exterior openings.

### **FIRE PRECAUTIONS**

BEFORE COMMENCING WORK, fire precautions shall be taken. Some of them include the following:

1. TAKE ALL NECESSARY PRECAUTIONS to guard against and eliminate all possible fire hazards and to prevent damage to any construction work, building materials, equipment, temporary field offices, and all other property, both public and private.
2. THE CONTRACTOR'S SUPERINTENDENT shall inspect the entire project as often as required to make certain that they adhere to the conditions and requirements set forth herein and report and correct any deviation.
3. EMPLOYEES shall not be allowed to start fires with gasoline, kerosene, or other highly flammable materials. No open fires will be permitted.
4. NO WELDING, FLAME CUTTING, or other operations involving the use of flame, arcs, or sparking devices will be allowed without adequate protection and shielding particularly at the point of operation and prior permission of the Owner. The Contractor shall provide the necessary personnel and fire fighting equipment to effectively control incipient fires resulting from welding, flame cutting, or other operations involving the use of flame, arcs, or sparking devices.

### **FIRE PROTECTION**

THE CONTRACTOR SHALL BE RESPONSIBLE, at his expense, during the entire demolition period, for providing and maintaining adequate material, equipment and services. Some of these include:

1. WATER SUPPLY, Fire Hose and Sprinkler Protection: Locate the fire service mains, hydrants, and connection to the water supply.
2. IF EXISTING HOSES ARE NOT ADEQUATE to protect the demolition area, supply additional matching hoses.
3. FIRE EXTINGUISHERS: Provide and maintain in working order at all times, conveniently located for proper protection.

4. FIRE EXTINGUISHERS shall be a 2-1/2 gallon capacity water type gas cartridge expelled unit which meets the approval of the Fire Underwriters' Laboratory, and shall be inspected at regular intervals and recharged if necessary.
5. IN AREAS OF FLAMMABLE LIQUIDS, asphalt, or electrical hazards, extinguishers of the 15 lbs. carbon dioxide type or 20 lb. dry chemical type shall be provided.

#### **OWNER'S OCCUPANCY PROTECTION**

PROVIDE ADEQUATE AND SUITABLE PROTECTION of the Owner's occupancy of the adjacent building areas, during the complete demolition process, in such a manner that the Owner's operations may be carried on without interference or interruption.

NOTIFY THE OWNER and secure approval 48 hours before commencing each phase of demolition work.

ISOLATE THE ENTIRE DEMOLITION AREA from occupied areas by use of fire-resistive dust proof barriers, as required or specified. Barriers shall be so installed and maintained as to prevent circulation of dust and other debris beyond demolition area.

#### **STRUCTURAL PROTECTION**

PERFORM ALL SHORING OR BRACING NECESSARY to prevent movement or other damage to the structure or the adjacent construction.

1. CONSTRUCT shoring and bracing, using adjustable steel parts or solid timbers with plates top and bottom, wedged solidly into place and braced, before any loads are transferred.
2. SHORED LOADS shall be evenly distributed to suit the load-carrying capability of supporting construction.
3. PROVIDE SHOP DRAWINGS indicating the proposed means and methods.

#### **DEMOLITION**

DEMOLITION WORK shall be carried out in such a way to cause minimum annoyance and inconvenience to the building occupants, and to neighbors and the public.

1. PROVIDE ADEQUATE TEMPORARY VENTILATION at all times.
2. KEEP THE WORK AREA and all public and private property in a neat and orderly condition at all times.

DEMOLITION SHALL BE EXECUTED in small sections, using methods that will minimize noise and other annoyance. Shore and brace as required to prevent damage.

1. PARTIALLY WRECKED WORK shall be protected until repaired by permanent construction.
2. PROTECTION: Provide adequate protection of other work during selective demolition, to prevent damage. Provide protection from adverse weather.

PREVENT MOVEMENT OF STRUCTURE. Provide required shoring and bracing.

CEASE OPERATIONS IMMEDIATELY if structure appears to be in danger. Notify Owner and Architect-Engineer.

1. DO NOT RESUME OPERATIONS until conditions are satisfactory.

MAINTAIN PROTECTED egress and access to work and site.

DEMOLITION IN AN ORDERLY FASHION: Protect existing supporting structural members.

REMOVE DEMOLISH MATERIALS from the site and legally dispose of them.

1. DO NOT BURN OR BURY MATERIALS on the site.
2. REMOVE DEBRIS as work progresses.

#### **ELECTRICAL DEMOLITION**

ELECTRICAL DEMOLITION work shall be done by or under the supervision of qualified electricians. Refer also to Division 16-Electrical Work.

1. ELECTRICAL WORK INCLUDES: Disconnection, removal, relocation, and reconnection of electrical equipment and conduit as shown on the plans and/or required. Remove all abandoned and previously abandoned items completely.
2. ALL ELECTRICAL WORK INTERFERING with demolition or requiring modification shall be disconnected, removed and/or rerouted as required.
3. EQUIPMENT AND WIRING not in demolition area, but affected by demolition work shall be reconnected as required for a complete working system.

4. ABANDONED AND INACTIVE CONDUITS, wire, devices, equipment, etc., shall be removed in their entirety. In addition to these items, this Contractor shall remove all items as indicated on the drawings, or as required to clean up the entire area of unused, abandoned, inactive material. Conduit and wiring feeding devices and equipment to be removed shall be also removed up the next active pullbox, junction box, or panel. Hangers, passenger cable, brackets, etc., supporting items to be removed shall also be unfastened and removed. Open holes in ducts, boxes, panels and knockouts shall be closed with suitable snap plugs or filler plates.

#### **MECHANICAL DEMOLITION**

MECHANICAL DEMOLITION work shall be done by or under the supervision of qualified plumbers, steam fitters, etc., as the case may be. Refer to Division 15

1. MECHANICAL WORK INCLUDES disconnection, removal, relocation, and reconnection of gas lines, plumbing lines, ductwork, hot water heaters, sink, furnace, vents etc., as shown on the plans and/or as required. Note certain lines are designated to remain.
2. REMOVE COMPLETELY all mechanical lines indicated to be removed. Any mechanical work to remain, which interferes with demolition, or requiring modification shall be disconnected, removed and/or rerouted as required.
3. ALL EQUIPMENT, plumbing, piping and ductwork not in the demolition area, but affected by demolition work shall be reconnected as required for a complete working system.
4. ABANDONED AND INACTIVE PIPING, supports, valves, controls, etc., shall be removed in their entirety. In addition, remove all items noted or required to clean up the entire area of unused, abandoned or inactive material.

#### **COMPLETION**

REMOVE TEMPORARY PROTECTIONS, barricades, or separations upon completion or when directed. REMOVE FROM THE SITE all scrap, litter and debris resulting from operations specified herein, and leave the work and the premises in clean, satisfactory condition. Floor to be broom cleaned.

ANY PENETRATION to the outside opened during demolition work, shall be patched or repaired to retain a weather tight condition.

CLEAN ADJACENT AREAS of the structure and improvements of dust, dirt, etc. resulting from the demolition and removal work. Leave ready to receive subsequent work.

#### **SCHEDULE**

ITEMS TO REMAIN PROPERTY OF OWNER: None

ITEMS TO BE REMOVED STORED, PROTECTED FOR RE-INSTALLATION: Grab bars (if Alternate #1 is accepted).

ITEMS TO BE REMOVED BY OWNER: None

ITEMS TO BE PROTECTED: None

END OF SECTION

## **PART ONE - GENERAL**

### **DESCRIPTION**

**SECTION INCLUDES:** Perform all work required to complete the entire rough carpentry work including but not limited to:

1. FLOOR SHEATHING, if needed
2. UNDERLAYMENT materials
3. ACCESSORIES, fasteners, preservative treatment, fire retardant treatment, attachments.

### **RELATED SECTIONS**

1. GENERAL CONDITIONS and Division 1.
2. FINISH CARPENTRY: Section 06 200

### **REFERENCES**

AMERICAN LUMBER STANDARD COMMITTEE (ALSC)

ENGINEERING WOOD ASSOCIATION (APA) – Engineered Wood Construction Guide

AMERICAN WOOD COUNCIL (AWC) – Details for Conventional Wood Frame Construction

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA) – Book of Standards, Current Edition

ASTM INTERNATIONAL –

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, Department of Commerce 9NIST) – PS 1 Structural Plywood, current Edition. – PS20 American Softwood Lumber Standard, Current Edition (ALSC)

SOUTHERN FOREST PRODUCTS ASSOCIATION (SFPA)

SOUTHERN PINE INSPECTION BUREAU (SPIB) – Standard Grading Rules for Southern Pine Lumber, Current Edition

WEST COAST LUMBER INSPECTION BUREAU (WCLB) – Standard Grading Rules, No. 17, current Edition

WESTERN WOOD PRODUCTS ASSOCIATION (WWPA) – Western Lumber Grading Rules, current Edition

### **SUBMITTALS**

**SAMPLES:** Submit upon request.

**PRODUCT DATA:** Submit data on structural grade lumber and other products upon request.

**CERTIFICATES:** Submit certificates of wood preservative and fire-retardant treatments.

### **QUALITY ASSURANCE**

**INSTALLER QUALIFICATIONS:** The Rough Carpentry work shall be performed by an established firm employing skilled, experienced workers under competent supervision.

**MATERIAL QUALITY:** Indicate under whose rules the lumber was produced.

1. MOISTURE CONTENT: Maximum 19%
2. IDENTIFICATION: Grade and trade mark required on each piece of lumber (or bundle for bundled stuck).

### **DELIVERY, STORAGE AND HANDLING**

**PILE AND STORE** all lumber off the ground to assure drainage and ventilation, and cover it to provide complete protection from the weather. After erection, provide all necessary covering and protection for all work under this Section. Replace without additional cost to the Owner all work of this Section which is damaged within the course of construction.

1. MOISTURE content shall not exceed 19% for dimension lumber, air or kiln dried.

**DELIVERY OF PRODUCTS FURNISHED ONLY:** Deliver anchor bolts furnished but not installed under this Section, to the Project Site in time to be installed before the start of concrete or masonry construction requiring such anchors. At the time of delivery, furnish all necessary information as to location and size of anchors. Identify and mark anchor bolts.



## **PROJECT CONDITIONS**

EXISTING CONDITIONS: Inspect preceding work for improper conditions which may prevent the proper installation of the Work of this Section. Execution of the Work of this Section over such preceding work constitutes acceptance of such.

COORDINATION: Coordinate and schedule this work with the work of other Sections. Review the approved Shop Drawings of the various Sections attaching work to blocking, nailers, etc., to verify their proper location.

## **PART TWO - PRODUCT**

### **FRAMING LUMBER**

INTERIOR NAILERS, BLOCKING FURRING: Utility grade or better.

MISC. BLOCKING: Utility grade.

### **FLOOR SHEATHING MATERIALS**

FLOOR SHEATHING: O.S.B, plywood, APA rated. Comply with fire assembly requirements. Weyerhaeuser. "Structurewood" or approved equal.

1. EDGE: Tongue and Groove
2. THICKNESS: 23/32".

FLOOR UNDER LAYMENT:

1. 1/4" Lauan plywood.

### **ACCESSORIES**

FASTENERS: Galvanized steel for exterior, high humidity, and treated wood locations, plain finish elsewhere.

1. SIZE: Provide in sufficient length and type to suit each particular application.

SUB-FLOOR GLUE: APA AFG-01, water or solvent base, waterproof, air-cure.

## **PART THREE - EXECUTION**

### **GENERAL**

CONSTRUCT in accordance with recognized carpentry standards to provide for the complete support or enclosure of materials or equipment as required.

1. USE ONLY sound thoroughly seasoned, well manufactured materials of longest practical lengths and sizes to minimize jointing.
2. SET TO REQUIRED LEVELS AND LINES plumb and true and cut and fitted.

FASTENINGS: Install sufficient fastenings of a type and size appropriate to the materials jointed and to the anchorage conditions to assure rigidity and permanence. Drive nails perpendicular to wood in lieu of toe nailing, where feasible.

1. ALL NAILING shall be in strict accordance with published Standards. All siding shall be secured with the types and spacing of nails as recommended to insure that the finished product will not bow, sag, or warp.
2. METHOD: With screws to metal framing; nails to wood framing.

LAY OUT AND FABRICATE all items of rough carpentry. Wood framing shall be accurately set to the required lines and levels rigidly secured in place.

1. CUT AND FIT accurately, avoid shims.
2. FRAMING NOT DETAILED: 2 x 4 or larger as required for supporting members. Spaced 16" at non-bearing walls.

### **FRAMING INSTALLATION**

SUBFLOOR: Install with 1/8" end and side joints. Lay tongue and groove plywood at right angles to floor framing and on bearing.

1. SECURE FLOORING with specified adhesive as recommended by manufacturer; and with 6d threaded nails spaced at 6" o.c. at panel edges, and 10" o.c. for intermediate spacing.
2. INSTALL SOLID BLOCKING under all plywood subfloor joints that are not tongue and groove.

**ADJUSTMENT AND CLEANING**

MAINTAIN the area in a clean condition, removing all debris resulting from the work of this section. Remove all stains and repair all damage to exposed work installed herein upon completion of the installation, as well as adjacent materials damaged by the work of this Section.

END OF SECTION



## **PART ONE - GENERAL**

### **DESCRIPTION**

SECTION INCLUDES: Perform all work required to complete the entire Sealant work, including but not limited to:

1. SEALANTS
2. JOINT BACKING
3. SUBSTRATE PREPARATION

RELATED SECTIONS:

1. GENERAL CONDITIONS and Division 1
2. ROUGH CARPENTRY – Section 06 100
3. WOOD LAB CASEWORK: Section 12 340

### **QUALITY ASSURANCE**

INSTALLER QUALIFICATIONS: Joint sealant work shall be performed by an established firm employing skilled, experienced workers under competent supervision.

### **SUBMITTALS**

PRODUCT DATA: Provide manufacturer standard literature and product specifications with actual sample color charts.

SAMPLE: Of actual color selected

1. PAPER COLOR submittals are not acceptable for selection.

### **JOB CONDITIONS**

#### **EXISTING CONDITIONS**

INSPECTION: Inspect the substrates for improper conditions which may prevent a proper installation. Application of the work of this Section constitutes acceptance of such substrates.

1. IF IMPROPER CONDITIONS are the result of work not in the Contract, notify the Architect so that a course of corrective action may be determined.
2. SCOPE OF THIS SECTION includes preparation of the substrate, such as cleaning, and priming.

### **ENVIRONMENTAL REQUIREMENTS**

MAINTAIN TEMPERATURE AND HUMIDITY recommended by the sealant manufacturer during and after installation.

### **GUARANTEE**

PROVIDE 3 year warranty under provisions of the Conditions of the Contract.

1. INCLUDE COVERAGE of installed sealants and accessories which fail to achieve airtight and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART TWO - PRODUCTS**

### **MATERIALS**

GENERAL: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No. 1168.

ACRYLIC EMULSION LATEX: (Type C): ASTM C834, single component, color as selected.

1. GENERAL USE: Interior joints; see schedule. 2-5% elongation.
2. ACCEPTABLE MANUFACTURERS
  - a. Pecora; Product: AC-20
  - b. Tremco; Product: Acrylic Latex 834
  - c. Approved Substitute

POLYURETHANE SEALANT (Type M): ASTM C920, Grade NS, Class 50, multi-component, chemical curing, non-staining, non-bleeding, non-sagging, color as selected.

1. GENERAL USE: Exterior joints, interior perimeter joints.

2. ACCEPTABLE MANUFACTURERS
  - a. Pecora: Product: DynaTrol II
  - b. Tremco: Product: Dymeric 240
  - c. Sika: Product: Sika-flex 2cNS

SILICONE SEALANT (Type J): ASTM C920, Grade NS single component, fungus resistant, clear color.

1. GENERAL USE: Food service equipment.
2. ACCEPTABLE MANUFACTURERS
  - a. Dow Corning: Product: 786
  - b. G.E. Silicones: Product: 1200

### **ACCESSORIES**

PRIMER: Non-staining type as recommended by manufacturer to suit the application.

JOINT CLEANER: Non-corrosive and non-staining type, recommended sealant manufacturer; compatible with joint forming materials.

JOINT BACKING: ANSI/ASTM D-1056 or D1565; round, closed cell, polyethylene foam rod; oversized to joint with min. 30%. Approved by sealant manufacturer.

1. MANUFACTURER: Tremco; Dow-Corning; Williams Products; Illbruck-USA.

BOND PREVENTER: Pressure sensitive type as recommended by sealant manufacturer; to suit conditions.

### **PART THREE - EXECUTION**

#### **INSPECTION**

INSPECT SUBSTRATE for improper conditions. Do not proceed until conditions are satisfactory.

#### **PREPARATION**

CLEAN AND PRIME JOINTS in accordance with manufacturer's instructions.

1. REMOVE LOOSE MATERIALS and foreign matter which might impair adhesion of sealant.
2. PERFORM PREPARATION in accordance with ASTM C804 for solvent release sealants.
3. ALL JOINT RECESSES must be dry.
4. CLEAN JOINT SUBSTRATE of dust, dirt, protective coatings, and substances that would impair proper adhesion.
5. INSTALL JOINT BACKING if necessary for proper joint design.

VERIFY that joint backing and release tapes are compatible with sealant.

PROTECT ELEMENTS surrounding the work of this Section from damage or disfiguration.

#### **INSTALLATION**

INSTALL SEALANT in accordance with manufacturer's instructions.

1. MEASURE JOINT DIMENSIONS and size materials to achieve required width/depth ratios.
2. AT JOINTS TO BE PAINTED: Use latex or paintable polyurethane.
3. WEATHER: Minimum 40°, Max 100°. Do not install in damp or rainy weather.

INSTALL JOINT BACKING to achieve a neck dimension no greater than 1/3 the joint width.

INSTALL BOND BREAKER where joint backing is not used.

APPLY SEALANT within recommended application temperature ranges.

1. CONSULT MANUFACTURER when sealant cannot be applied within these temperature ranges.
2. INSTALL SEALANT free of air pockets, foreign embedded matter, ridges, and sags.
3. APPLY SEALANT WITH A CAULKING GUN, forcing the material into the joint with sufficient pressure to result in complete contact of the joint substrate.
4. TOOL JOINTS concave. Joint sealant neck width dimension should be 50% of nominal joint width. Sealant bond surface area on each side should be 75% of nominal joint width.

#### **CLEANING AND PROTECTION**

CLEAN WORK when completed.

1. CLEAN ADJACENT soiled surfaces.
2. PROTECT SEALANTS until cured.

**SCHEDULE**

<u>Location</u>	<u>Type</u>	<u>Color</u>
<u>INTERIOR LOCATIONS</u>		
Countertops to Wall	J	Clear
Door Perimeter	M	Match framing
<u>INTERIOR JOINTS</u>		
Wall Ceiling	C	For Painting

END OF SECTION



## **PART ONE - GENERAL**

### **DESCRIPTION**

SECTION INCLUDES: Perform all work required to complete the entire ceramic tile work, including but not limited to:

1. WALL TILE and BASE: Using thin set application.

RELATED SECTIONS:

1. GENERAL CONDITIONS and Division 1
2. PLUMBING FIXTURES: Division 15.

### **REFERENCES**

#### REFERENCE STANDARDS

1. ANSI A108.4 Ceramic Tile and Paver Tile Installed with water resistant organic adhesive.
2. ANSI A118.1 thru A118.4 Standard Specifications.
3. ANSI A108.1B Latex Portland Cement Adhesives for Installation of Ceramic Tile.
4. TCA A137.1 Handbook for Ceramic Tile.

### **SUBMITTALS**

SAMPLES: Submit set of current sample charts, for selection, if requested.

PRODUCT DATA: When requested, manufacturer's specification sheets, standard details, and installation instructions. Include Certificate of Grade per Tile Council of America.

### **QUALITY ASSURANCE**

INSTALLER QUALIFICATIONS: Tile work shall be installed by an established firm employing skilled, experienced workmen under competent supervision.

CONFORM TO: ANSI/TCA 137.1

CONFORM TO: TCA Handbook for Ceramic Tile Installation

1. SETTING METHOD:
  - a. Floors – F205, on ground concrete, cementitious self-leveling underlayment, ceramic tile.
  - b. Walls – W244F, metal studs, fiber-cement backer board, ceramic tile.

### **PROJECT CONDITIONS**

#### ENVIRONMENTAL REQUIREMENTS:

1. MAINTAIN 50 degree F during installation of mortar materials during installation and for 7 days after completion.
2. VENT TEMPORARY HEATERS to exterior to avoid carbon dioxide damage to new tile work.
3. DO NOT INSTALL ADHESIVES in an unventilated environment.
4. MOISTURE VAPOR EMISSION through concrete floor should not exceed tile/adhesive manufacturer's recommendations, or 5 lbs water vapor per 1000 sf per day, whichever is more stringent. If concrete is less than 45 days old, or conditions warrant it. Provide calcium-chloride test per ASTM F-1869.

## **PART TWO - PRODUCTS**

### **MANUFACTURERS - TILE**

#### ACCEPTABLE MANUFACTURERS

1. DAL-Tile Corp.,
2. AMERICAN OLEAN TILE CO.
3. APPROVED SUBSTITUTE



## **WALL TILE**

GLAZED WALL TILE: ANSI/TCA A137.1 Flat tile

1. MOISTURE ABSORPTION: 0.5 to 3.0 percent
2. SIZE: 4-1/4" x 8-1/2"
3. EDGE: Cushioned
4. SURFACE FINISH: Semi-gloss
5. COLORS: One per room, as selected by Owner from Group 2.
6. PATTERN: See drawings

TRIM UNITS: Provide tile trim to match adjoining tile and to produce a finished smooth appearance.

1. FLAT TOP COVE BASE: Conventional trim, 4-1/4" x 4-1/4"
2. EXTERNAL CORNERS: Conventional Trim, 4-1/4" x 4-1/4"
3. BULLNOSE: Conventional trim, 2" x 6"

## **ADHESIVE MATERIALS**

APPLICATION: Use Type 1 for shower, tub, and other areas subject to prolonged moisture, and Type 2 elsewhere.

LATEX MODIFIED PORTLAND CEMENT: ANSI 118.4, mortar, sand, latex additive.

1. COLOR: As selected from standard range.

ACCEPTABLE MANUFACTURERS: Subject to compliance with requirements

1. TEC SPECIALITY PRODUCTS CO., Product – TA393 Super Flex.
2. LATICRETE INTERNATIONAL
3. L & M SURCO MFG. CO.
4. HB FULLER CO.

EPOXY ADHESIVE: ANSI/TCA A118.3 thinset bond type. Water cleanable.

## **MORTAR MATERIALS**

MORTAR MATERIALS:

1. DRYSET PORTLAND CEMENT MORTAR: ANSI 118.1
2. LATEX PORTLAND CEMENT MORTAR: ANSI 118.4

ACCEPTABLE MANUFACTURERS: Subject to compliance with requirements

1. AMERICAN OLEAN TILE CO.
2. LATICRETE INTERNATIONAL
3. L & M SURCO. MFG. CO.
4. H B FULLER CO.

## **GROUT MATERIALS**

LATEX PORTLAND CEMENT GROUT: ASTM 118.4 Cementitious dry cure type.

1. USE: In floor tile
2. JOINT OVER 1/8": Use sand

COLOR ADMIXTURE: type to suit application. Color as selected.

ACCEPTABLE MANUFACTURERS:

1. TEC SPECIALTY PRODUCT CO: Product – ACCU Color
2. LATICRETE INTERNATIONAL
3. APPROVED SUBSTITUTE

## **MORTAR MIX AND GROUT MIX**

MIX MORTARS AND GROUTS to comply with manufacturers recommendations for accurate proportioning of all materials, mixing containers and time, etc, as needed produce mortars and grouts of uniform quality with optimum performance characteristics for the application indicated.

## **ACCESSORIES**

METAL EDGE STRIPS: Aluminum angle, 1/8" thick.

THRESHOLDS: Marble domestic type, white or light gray color, honed finish, 3/4" x 4" size by full width of wall or frame opening, beveled corridor side, radiused edges from bevel to vertical face. Free from stains, discoloration, cracks or defects. Meet ADA requirements.

CRACK BRIDGING MEMBRANE: Membrane and fiberglass scrim as recommended by manufacturer.

### **PART THREE - EXECUTION**

#### **EXAMINATION**

COORDINATE WITH CONCRETE INSTALLER before it pours the floor to assure that required surface characteristics have achieved at areas to receive tile. To include cure and seal compounds planned for use.

VERIFY that surfaces are ready to receive work and that conditions are acceptable.

1. THAT SUBSTRATES are firm, dry, clean, free from oil or waxy films and curing compounds. That floor slopes to floor drains.
2. THAT INSTALLATION of ground, anchors, accessories, recessed frames, electrical and mechanical units, etc. have been completed.

BEGINNING OF INSTALLATION means installer accepts condition of existing substrate.

#### **PREPARATION**

PROTECT surrounding work from damage or disfiguration.

VACUUM CLEAN existing substrate and damp clean.

SEAL SUBSTRATE SURFACE cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

APPLY SEALER OR CONDITIONER to surfaces as recommended by adhesive manufacturer, except where a cleavage membrane is used.

#### **INSTALLATION GENERAL**

INSTALL THE WORK in accordance with manufacturer's instructions and to TCA Handbook for Ceramic Tile Installation per the TCA methods indicated, or if not shown, as applicable to the installation conditions encountered.

ADHESIVE: Each tile to have minimum 95% coverage. Back butter tile to full coverage per NTCA video, "Trowel and Error".

LAY TILE to pattern indicated on Drawings. Do not interrupt tile pattern through openings.

1. EXTEND tile work into recesses and under and behind equipment and fixtures to form a complete covering without interruptions.
2. SLOPE floors to drain.

PLACE thresholds and edge strips at exposed tile edges.

CUT AND FIT TILE tight to penetrations through tile. Form corners and bases neatly. Align floor, base, and wall joints as feasible.

1. GRIND OUT edges of tile abutting trim, finish, or built-in items to align joints.

SOUND TILE after setting. Replace hollow sounding units.

#### **JOINTS**

PLACE TILE JOINTS UNIFORM in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.

CONTROL JOINTS: Keep free of adhesive or grout. Apply sealant to joints.

1. ALIGN CONTROL joints with joints in concrete slab below.
2. SPACE JOINTS: Per TCA recommendations.
3. CONSTRUCT JOINT: Per TCA details.

ALLOW TILE TO SET for a minimum of 48 hours prior to grouting

#### **ACCESSORIES INSTALLATION**

STONE THRESHOLDS: Set in same type of material as abutting field

1. LATEX-PORTLAND CEMENT to be used where mortar bed would otherwise be exposed above adjacent non-tile floor finish.

#### **CLEANING**

CLEAN TILE SURFACES and polish.

REPLACE any chipped, cracked or defective tiles.

**PROTECTION**

PROTECT FINISHED INSTALLATION and adjacent materials during tile cleaning.  
DO NOT PERMIT TRAFFIC over finished floor surface.

**SCHEDULE**

ROOM - MEN'S RESTROOM & WOMEN'S RESTROOM

1. WALL TILE
  - a. TCA NO: W244F
  - b. SIZE: 4-1/4" x 8-1/4"
  - c. COLOR: As selected from Group 2
  - d. PATTERN/TEXTURE: See drawing
  - e. FINISH: Semi-gloss
  - f. SERIES: Daltile, Wall Tile, Semi-gloss, Group 2
  - g. GROUT COLOR: TEC- Color to be selected
3. BASE
  - a. TCA NO.: W224F
  - b. SIZE: 4-1/4" x 4-1/4"
  - c. COLOR: As selected from Group 2
  - d. STYLE: Conventional Trim, Flat Top Cove
  - e. FINISH: Semi-gloss
  - f. SERIES: Daltile, Wall Tile, Semi-gloss, Group 2
  - g. GROUT COLOR: TEC – Color to be selected

END OF SECTION

## **PART ONE - GENERAL**

CONFORM to General Conditions, and provisions of Division 1.

### **DESCRIPTION**

WORK INCLUDED: Perform all work required to complete the resilient sheet flooring, including but not limited to:

1. VINYL SHEET FLOORING as scheduled.
2. ADHESIVES, edge strips.
3. PROTECTION PAPER over flooring installed under this Section.

RELATED WORK: Particularly review the following:

1. ROUGH CARPENTRY: Section 06 100

### **QUALITY ASSURANCE**

INSTALLER QUALIFICATIONS: Resilient sheet flooring shall be installed by an established firm employing skilled, experienced workmen under competent supervision.

FIRE TEST PERFORMANCE: Meet or exceed the following:

1. FLAME SPREAD: Maximum 75, per ASTM E84.
2. SMOKE DEVELOPED: Maximum 450, per ASTM E84.
3. SMOKE DENSITY: Maximum 450, per NFPA 258.

### **REFERENCE STANDARDS**

APPLICABLE CURRENT REQUIREMENTS of the following publications shall govern the work, and conformance to that is required unless higher standards are specified here.

1. RESILIENT MATERIALS shall be installed in accordance with the applicable recommendations of the Resilient Tile Institute and the manufacturer of the flooring materials.

### **SUBMITTALS**

COLOR SAMPLES: For sheet flooring color selection, submit the approved manufacturer's complete line of color samples. The Owner may select up to one (1) color for specified areas.

MATERIAL SAMPLES: Submit three (3) full size samples of sheet vinyl and base for each color selected.

PRODUCT DATA: Include the manufacturer's specifications, data sheets and standard details for the resilient flooring, including seaming plan.

### **JOB CONDITIONS**

EXISTING CONDITIONS: Inspect the substrates and other preceding work for improper conditions which may prevent a proper installation. Installation of the work of this Section constitutes acceptance of such work.

ENVIRONMENTAL REQUIREMENTS: Store materials at the site in original containers with seals unbroken, at a temperature of at least 65 degrees F., for at least 48 hours before commencing installation. The temperature shall be maintained above 65 degrees F. during the installation and afterwards for minimum 48 hours.

COORDINATION: Coordinate the work of this Section with the work of other Sections, such as debris control, including maintenance of the substrate in a clean condition; concrete curing methods; and carpeting.

### **GUARANTEE**

FIVE YEAR WRITTEN GUARANTEE in accordance with Conditions of the Contract.

## **PART TWO - PRODUCTS**

### **MANUFACTURERS**

#### **ACCEPTABLE MANUFACTURERS**

1. ARMSTRONG; Product – Rejuvenations – Stone Run Series (no polish, no buff option)
2. APPROVED SUBSTITUTE

### **MATERIALS**

**RESILIENT SHEET VINYL:** ASTM F-1303, Type 1, Grade 1, Class A backing color and pattern through total thickness.

1. TOTAL THICKNESS: .080"
2. WEAR LAYER THICKNESS: 0.022"
3. FINISH: UV-cured polyurethane
4. SHEET WIDTH: 6 feet
5. COLOR: Lithos Stone #34331
6. STATIC LOAD LIMIT: ASTM F970 500 PSI

**ADHESIVES:** Waterproof, stabilized type adhesives per the printed recommendations of the flooring manufacturer to suit material and substrate conditions.

**ADHESIVE:** Full spread adhesive as recommended by flooring manufacturer to suit conditions.

1. PRODUCT: S-599 Premium by Armstrong.

**JOINING WELD THREAD:** Manufacture's standard vinyl thread for heat sealing.

1. COLOR: As selected, to match flooring color

**BASE MATERIAL:** Vulcanized rubber ASTM F-1861, Type 1.

1. EDGE: Cove
2. MANUFACTURER: Johnsonite
3. LENGTH: 4" or roll
4. SIZE: 4" x 1/8" thick
5. COLOR: As selected from standard series.

### **ACCESSORIES**

**REDUCERS:** Rubber, thickness to match abutting flooring material, 1-1/2" wide, beveled tapered edge style, and length to suit opening dimension. Color selected by Architect.

**SEPARATOR STRIPS:** Rubber, same thickness at abutting resilient flooring, 1" wide, length as required to suit opening dimension. Color selected by Architect.

**EDGE GUARDS:** Rubber, minimum 1" wide. Color to match

## **PART THREE - EXECUTION**

### **INSPECTION**

**TEST SUBSTRATE** for bond and moisture content at time of installation. Do not install if moisture level is higher than manufacturer recommends. Ascertain presence of curing compounds.

**DO NOT PROCEED** until sub-floor conditions satisfactory.

### **PREPARATION**

**PREPARE SUBSTRATE** in strict accordance with manufacturer's recommendations.

**FILL ALL JOINTS**, cracks and chips in the subfloor, less than 1/16" and depressions less than 1/8", using crack filler or underlayment, as required for the proper installation of resilient flooring. Return any high areas to level. Clean surfaces of all dirt, oil, grease, etc.

**REMOVE COATINGS** for subfloor surface that would prevent adhesive bond, including curing compounds incompatible with resilient flooring adhesives, paint, oils, waxes and sealers.

**BROOM CLEAN OR VACUUM SURFACES** to be covered, and inspect subfloor.

**APPLY CONCRETE SLAB PRIMER**, if recommended by floor manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

## **INSTALLATION**

ADHESIVE: Mix in accordance with manufacturer's recommendations. Apply in a thin film, spreading it evenly with a serrated trowel.

INSTALL RESILIENT FLOORING using method indicated in strict compliance with manufacturer's printed instructions. Extend resilient flooring into toe spaces, door reveals, or into closets and similar openings.

1. SCRIBE, CUT AND FIT resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.
2. MAINTAIN REFERENCE MARKERS, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.

INSTALL RESILIENT FLOORING ON COVERS for telephone and electrical ducts, and similar items occurring within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly cement edges to perimeter of floor around covers and to covers.

TIGHTLY CEMENT RESILIENT FLOORING to underlayment without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader markers, or other surface imperfections. Hand roll resilient flooring at perimeter of each covered area to assure adhesion.

## **INSTALLATION OF SHEET FLOORING**

LAY SHEET FLOORING to provide as few seams as possible with economical use of materials. Match edges for color shading and pattern at seams in compliance with manufacturer's recommendations.

ADHERE SHEET FLOORING to substrates using method approved by flooring manufacturer for type of sheet flooring and substrate condition indicated.

PREPARE SEAMS in vinyl sheet flooring with manufacturer's special routing tool and heat weld with vinyl thread in accordance with manufacturer's instructions.

1. INSTALL SEAMS in accordance with manufacturer's instructions for most inconspicuous appearance, sealing continuously with fluid-applied sealant or adhesives as standard with manufacturer.
2. CAREFULLY SCRIBE JOINTS for clean, neat, continuous edge.

REDUCER STRIPS: Install reducer strips at door openings, wall openings and elsewhere, where resilient flooring terminates exposing the edge of the covering, except where thresholds are provided under other Sections.

1. APPLY ADHESIVE and bond securely to substrate. Fit accurately.

SEPARATOR STRIPS: Install at door and wall openings between adjoining rooms or areas having resilient flooring of different color and pattern.

1. APPLY ADHESIVE and bond securely to substrate. Fit accurately.

## **CLEANING AND PROTECTION**

PERFORM FOLLOWING OPERATIONS IMMEDIATELY upon completion of resilient flooring.

1. SWEEP, DUST MOP, OR VACUUM floor thoroughly to remove all loose dust, dirt, grit, and debris.
2. DO NOT WASH FLOOR until time period recommended by resilient flooring manufacture elapsed to allow resilient flooring to become well-sealed in adhesive.
3. DAMP-MOP with properly diluted neutral detergent solution. Be careful when removing black marks and excessive soil.
4. REMOVE ANY EXCESS ADHESIVE or other surface blemishes, using appropriate cleaner recommended by resilient flooring manufacturers.
5. Rinse the entire floor with clean water and allow to dry.

PROTECT FLOORING AGAINST DAMAGE DURING CONSTRUCTION period to comply with resilient flooring manufacturer's directions.

1. PROTECT RESILIENT FLOORING AGAINST DAMAGE from rolling loads for initial period following installation by covering with plywood or hardboard. Use dollies to move stationary equipment or furnishings across floors.
2. COVER RESILIENT FLOORING with undyed, untreated building paper until inspection for substantial completion.

CLEAN RESILIENT FLOORING NOT MORE THAN FOUR (4) DAYS prior to date schedule for inspections intended to establish date of substantial completion in each area of project. Clean resilient flooring by method recommended by resilient flooring manufacturer.

**EXTRA STOCK**

DELIVER STOCK OF MAINTENACE MATERIALS to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.

1. SHEET FLOORING: Furnish not less than 5 linear yards for each type, color and pattern installed.
2. BASE MATERIALS: Minimum 30 feet of each color.
3. JOINT THREAD: Minimum 30 feet of each color.

END OF SECTION

## **PART ONE - GENERAL**

### **DESCRIPTION**

**SECTION INCLUDES:** Perform all work required to complete the entire painting work, including but not limited to:

1. SURFACE PREPARATION for area to receive paints and coatings.
2. INTERIOR PAINT and coatings systems including: Paint, stains, transparent coating and opaque finishes.

### **RELATED SECTIONS**

1. GENERAL CONDITIONS and Division 1

### **REFERENCES**

**COMPLY** with the following standards.

1. ASTM D16 – Terminology for Paint, Related Coatings, Material and Applications.
2. EPA Method 24
3. PDCA (Painting and Decorating Contractors of America) – Industry Standards
4. SSPC (Society for Protective Coatings) – Standards

### **DEFINITIONS**

**CONFORM TO ASTM D16** for interpretation of terms used in this Section.

### **SUBMITTALS**

**PRODUCT DATA:** Manufacturer's data sheets on each paint and coating products.

**SELECTION SAMPLES:** Complete set of color chips that represent the full range of manufacturer's color samples available.

**VERIFICATION SAMPLES:** For each finish product specified, submit samples that represent actual product, color, and sheen.

### **QUALITY ASSURANCE**

**MANUFACTURER:** Primer and paint from same manufacturer. Company specializing in manufacturing the Products specified in this section with minimum three (3) years experience.

**APPLICATOR:** Company specializing in performing the work of this section with minimum five (5) years experience.

**COORDINATION OF WORK:** Review other sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics on finish materials to ensure use of compatible primers.

1. NOTIFY THE ARCHITECT of problems anticipated using the materials specified.

### **REGULATORY REQUIREMENTS**

1. CONFORM TO applicable code for flame and smoke rating requirements for finishes.
2. VOC CONTAINING MATERIAL: Conform to applicable requirements.

### **DELIVERY, STORAGE, AND HANDLING**

**DELIVER PRODUCTS** to site in sealed and labeled containers; inspect to verify acceptability.

1. CONTAINER LABEL to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, clean up requirements, color designation, and instructions for mixing and reducing.

**STORE PAINT MATERIALS** at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F, (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

**KEEP STORAGE AREA NEAT AND ORDERLY.** Remove oily rags and waste daily. Take necessary measures to ensure that works and work areas are protected from fire and health hazards resulting from handling, mixing, and application.



## **PROJECT CONDITIONS**

DO NOT APPLY materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

DO NOT APPLY EXTERIOR coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.

MINIMUM APPLICATION TEMPERATURES for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

MINIMUM APPLICATION TEMPERATURE for Varnish and Special Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.

PROVIDE LIGHTING level of 40 ft candles measured mid-height at substrate surface.

## **EXTRA MATERIALS**

PROVIDE: One (1) gallon of each color, type, and surface texture to Owner.

LABEL EACH CONTAINER with color, type, texture, room locations, and in addition to the manufacturer's label.

## **PART TWO – PRODUCTS**

### **MANUFACTURERS**

ACCEPTABLE MANUFACTURERS: Subject to compliance with requirements. Provide products by the following:

1. THE SHERWIN-WILLIAMS COMPANY; [www.sherwin-williams.com](http://www.sherwin-williams.com); ProMar 200
2. BENJAMIN MOORE & CO; [www.benjaminmoore.com](http://www.benjaminmoore.com)
3. PPG PITTSBURG PAINTS; [www.ppgpittsburghpaints.com](http://www.ppgpittsburghpaints.com)
4. APPROVED SUBSTITUTE

PROVIDE ALL PAINT and coating products used in any individual system from the same manufacturer; no exceptions.

### **MATERIALS**

INTERIOR METAL: Previously painted Steel – structural steel columns, joists, trusses, beams, miscellaneous and ornamental iron, structural iron, ferrous metal, (shop primed), etc. Location as indicated on finish schedule.

1. FINISH: Semi-gloss
2. LOW Odor – Low VOC
3. SYSTEM
  - a. 1st Coat: Interior Latex
4. COLOR: Sherwin Williams #SW 7042 “SHOJI White”

INTERIOR DRYWALL: Walls, ceilings, gypsum board, etc. Location as indicated on finish schedule.

1. FINISH: Flat (ceilings), Semi-gloss (walls)
2. LOW Odor – Low VOC
3. SYSTEM
  - a. 1st Coat: Interior Latex Primer
  - b. 2nd Coat: Interior Latex
  - c. 3rd Coat: Interior Latex
4. COLOR: Sherwin Williams #SW 7042 “SHOJI White”

INTERIOR DRYWALL: Previously painted walls, ceilings, gypsum board, etc.

1. FINISH: Flat (ceilings), Semi-gloss (walls)
2. LOW Odor – Low VOC
3. SYSTEM
  - a. 1st Coat: Interior Latex Primer
4. COLOR: Sherwin Williams #SW 7042 “SHOJI White”

PAINTS and COATINGS: Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add material to coatings unless such procedure is specifically described in manufacturer's product instructions.

ACCESSORY MATERIALS: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicate but required to achieve the finishes specified, of commercial quality.

APPLICATION ACCESSORIES: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.

PRIMERS: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

PATCHING MATERIALS: Latex filler.

FASTENER HEAD COVER MATERIALS: Latex filler

PASTE WOOD FILLER: Solvent-based, air-drying, paste-type wood filler for use on open-grain wood on interior wood surfaces.

SUPPLY MATERIAL in quantity required to complete entire project's work from a single production run.

### **PART THREE – EXECUTION**

#### **EXAMINATION**

VERIFY THAT surfaces substrate conditions are ready to receive work as instructed by the product manufacturer.

EXAMINE SURFACES SCHEDULED to be finished prior to commencement of work. Report any conditions that may potentially affect proper application.

TEST SHOP APPLIED PRIMER for compatibility with subsequent cover materials.

MEASURE MOISTURE CONTENT of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the industry standards.

#### **PREPARATION**

PROTECT WALLS, FLOORS and other finish work.

REMOVE OR MASK ELECTRICAL PLATES, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.

1. DO NOT REMOVE or paint over UL plates

ENSURE SURFACE IS dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.

REMOVE MILDEW before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

DRYWALL-INTERIOR: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.

PLASTER: Must be allowed to dry thoroughly for at least 30 days before painting, unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

#### **APPLICATION**

APPLY ALL COATINGS and materials with manufacturer specifications in mind. Mix and thin coatings according to manufacture recommendation.

DO NOT APPLY to wet or damp surfaces.

APPLY COATINGS using methods recommended by manufacturer.

UNIFORMLY APPLY coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

APPLY COATINGS at spreading rate required to achieve the manufacturers recommended dry film thickness.

APPLY AS MANY COATS as necessary for complete hide, and uniform appearance, regardless of number of coats specified.

INSPECTION: The coated surface must be inspected and approved by the Architect or Engineer just prior to each coat.

#### **FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT**

PAINT SHOP PRIMED and PREVIOUSLY PAINTED EQUIPMENT

REMOVE UNFINISHED LOUVERS, grilles, covers, and access panels on mechanical and electrical components and paint separately.

PRIME AND PAINT INSULATED AND EXPOSED PIPES, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, and except where items are prefinished.

PAINT INTERIOR SURFACES OF AIR DUCTS, and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.

PAINT EXPOSED CONDUIT and electrical equipment occurring in finished areas.

PAINT BOTH SIDES AND EDGES OF PLYWOOD BACKBOARDS for electrical and telephone equipment before installing equipment.

COLOR CODE EQUIPMENT, piping, conduit, and exposed duct work in accordance with requirements indicated. Color schedule. Color band and identify with flow arrows names and numbering.

REINSTALL ELECTRICAL COVER PLATES, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### **FIELD QUALITY CONTROL**

FIELD INSPECTION AND TESTING may be performed under provisions of Section 01 400.

TEST QUESTIONABLE coated areas in accordance with manufacturer's standards.

#### **CLEANING**

COLLECT WASTE MATERIAL which may constitute a fire hazard, place in closed metal containers and remove daily from site.

CLEAN GLASS and paint splattered surfaces. Don't damage adjacent finished surfaces.

#### **PROTECTION**

PROTECT finished coatings from damage until completion of project.

TOUCH-UP damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION

## **PART ONE - GENERAL**

### **DESCRIPTION**

WORK INCLUDED: Perform all work required to furnish and install the entire plastic toilet partition including, but not limited to:

1. TOILET PARTITIONS, standard and barrier free.
2. TOILET PARTITION DOORS, with door hardware.
3. URINAL SCREEN
4. HARDWARE, accessories.

RELATED WORK: Particularly review

1. TOILET ROOM ACCESSORIES: Section 10 800

### **SUBMITTALS**

SHOP DRAWINGS: Size, location, anchorage, finish, and hardware.

SAMPLES: Color, finish.

### **WARRANTY**

WARRANTY is 25 years against breakage, corrosion, and delamination.

## **PART TWO - PRODUCTS**

### **MATERIALS AND FABRICATION**

GENERAL: Floor mounted, overhead braced compartments.

ACCEPTABLE MANUFACTURERS: Subject to compliance with specifications.

1. SCRANTON PRODUCTS (Santana / Comtec / Capital)
2. WEIS ROBERT
3. BRADLEY CORP.
4. APPROVED SUBSTITUTE

FINISH AND COLOR: Manufacturer's standard selection.

1. COLOR: Linen

CONSTRUCTION OF DOORS, PANELS, AND PILASTERS: High density Polyethylene (HDPE) resins.

Single component section with self-lubricating surface to resist marking.

1. THICKNESS: 1" minimum, with edges rounded to a radius.
2. COLOR: As selected from standard range. Extend color through the core.
3. PANEL HEIGHT: 55" high panel, mounted 14" above floor.
4. PILASTER HEIGHT: 82" high.

DOOR SIZES: Barrier Free doors shall be 36" wide to provide a 32" clear opening per Michigan Department of Labor Construction Code Commission requirements. In-swinging doors shall be 24" wide.

1. HEIGHT: 55" high, mount 14" A.F.F.
2. THICKNESS: 1" minimum, with edges rounded to a radius.

### **DOOR HARDWARE**

1. HINGE: 2 piece with stainless steel pin, 8" wrap-around type.
2. BARRIER FREE STALL: Door pull and wall stop, provide second door pull.
3. STRIKE and KEEPER: 6" heavy-duty aluminum extrusion. Anodized finish. Through bolt. Stainless Steel latch.
4. LATCH HOUSING: Heavy aluminum extrusion. Through bolted.

PARTITION HARDWARE: Vandal-resistant, heavy duty non-ferrous.

1. WALL BRACKETS: Double ear stirrup type, with stainless steel fasteners.
2. PILASTER SHOE: Stainless steel with stainless steel fastener.
3. OVERHEAD BRACING: Extruded heavy aluminum, clear anodized finish with all accessories, wall brackets, etc.
4. HEADRAIL BRACKETS: Stainless steel, min. 18 ga.

URINAL SCREEN HARDWARE: Vandal-resistant, heavy duty mounting.

1. WALL BRACKETS: Double ear stirrup type, with stainless steel fasteners.
2. FASTENERS: Double on each side, stainless steel with anti-theft heads.

3. SIZE: 2'-0" wide x 55" high.

**ACCESSORIES**

COAT HOOKS, latches, pulls, cast alloy, with chrome finish.

ANCHORAGE: Stainless steel with theft-resistant heads.

**PART THREE - EXECUTION**

**PREPARATION**

INSPECT PANELS for damage, scratches, etc. before installing.

DO NOT INSTALL any damaged, scratched, or defective panels.

**INSTALLATION**

PREPARATION: Take Field Measurements.

INSTALL TOILET PARTITIONS per manufacturer's standard printed specifications to achieve an installation that is securely and rigidly fastened to the building construction, with partitions plumb, level and true to line.

1. DOOR CLEARANCE: Max. 3/16"

2. PARTITION TO WALL: Max. 1"; except at visible joints facing the room; Max. 1/2".

CLEAN exposed surfaces.

END OF SECTION

## **PART ONE - GENERAL**

### **DESCRIPTION**

SECTION INCLUDES interior signs where specified herein and, where indicated on the Drawings, signs providing direction to, or information about permanent rooms, and spaces.

1. ROOM SIGNS
2. TOILET ROOM SIGNS, Barrier free logo.

### **REQUIREMENTS OF REGULATORY AGENCIES**

SIGNAGE SHALL COMPLY with applicable provisions of the Americans with Disabilities Act (ADA), including, without limitation:

1. 1/32 INCH HIGH RAISED LETTERS, numbers and Grade 2 Braille in type, style, and sizes as defined in ADA standards.
2. LOCATE ON LATCH SIDE OF DOORS; except at door pairs, locate on nearest adjacent wall. Locate to comply with path of approach and to avoid protruding objects.
3. COMPLY WITH finish and contrast requirements.

### **SUBMITTALS**

PRODUCT DATA and technical specifications indicating compliance with this Section.

SAMPLES of letters, numerals, sign type, colors and materials.

SHOP DRAWINGS for each type of sign showing dimensions of plaque and characters.

SCHEDULE OF ALL SIGNAGE to be furnished for permanent rooms and spaces, including directional signage where indicated on the drawings. See Finish Schedule, or other list provided on the Drawings indicating rooms and spaces.

## **PART TWO - PRODUCTS**

### **INTERIOR SIGNS**

#### **ACCEPTABLE MANUFACTURERS**

1. ROWMARK
2. ANDCO INDUSTRIES CORP.
3. BEST MANUFACTURING CO.
4. APPROVED SUBSTITUTE

### **MATERIALS AND FABRICATION**

PLAQUE: Basic stock shall be 1/8 inch thick, melamine laminate or matte acrylic with face and backplate.

CHARACTERS: Provide raised letters, numbers, and braille characters where required on background stock by means of a blast process or by chemically welding characters to stock.

RAISED COPY: Provide up to twelve (12) characters for letters, up to three (3) characters for numbers. Provide accompanying raised braille.

CHARACTER TYPE: Upper case, sans serif.

### **BARRIER FREE PLAQUE**

ACCESSIBILITY LOGO at front entry door.

1. 4"x 4" square.
2. BLACK PLASTIC LAMINATE with white engraved logo.

### **ROOM SIGNS**

TEXTURED LAMINATE PLASTIC - Black (style #822-422 the Textures by Rowmark or equal).

1. SIZE: 2-1/2" x various lengths with approximately 1" high "Gothic" style lettering with a abroad or bold stroke - White.
2. LOCATION AND QUANTITY: Quantity is one (1), unless noted otherwise.
  - a. Men's
  - b. Women's

### **PART THREE - INSTALLATION**

#### **PREPARATION**

MEETING WITH CUSTOMER: Review room names, colors, sizes, letter style.

1. MAKE NECESSARY MINOR ADJUSTMENTS: as required, at no additional cost.

#### **SIGN MOUNTING**

DRILL AND INSERT appropriate type plugs or expansion anchors into wall substrate.

ATTACH SIGNS to wall using countersunk tamperproof screws to drive flush with sign face.

MOUNT so that center line of sign is 60 inches above floor surface.

#### **CLEANING**

REMOVE ALL CONSTRUCTION debris and excess materials from the jobsite and dispose of legally.

END OF SECTION

## **PART ONE - GENERAL**

### **DESCRIPTION**

SECTION INCLUDES: Perform all work required to complete the entire toilet room accessory work, including but not limited:

1. GRAB BARS
2. TOILET TISSUE DISPENSERS
3. NAPKIN DISPOSAL
4. HAND DRYER

RELATED SECTIONS:

1. PLASTIC TOILET PARTITIONS: Section 10 164
2. ALTERNATES: Section 01 100

### **SUBMITTALS**

SAMPLES: Submit samples upon request, which if approved may be incorporated in the work, or will be returned to the supplier upon completion of the work. Label samples properly to facilitate their submittal and return.

PRODUCT DATA: Provide details, rough-in dimensions for recessed items, mounting heights above finish floor, and connections to other construction. Include a schedule of toilet room accessories and installation instructions.

### **DELIVERY, STORAGE AND HANDLING**

DELIVER ACCESSORIES to the job site in their original unopened packages or containers bearing labels identifying the manufacturer's brand, model number, and other pertinent information.

FURNISH inserts, anchoring devices which must be set into the work of other trades. Coordinate accessory locations with other trades to assure proper operation and servicing.

## **PART TWO - PRODUCTS**

### **MATERIALS AND FABRICATION**

TOILET ACCESSORIES, unless otherwise specified, shall be fabricated of non-magnetic 300 series stainless steel, all welded construction, with No. 4 satin finish on exposed surfaces, and of metal thicknesses specified in manufacturer's printed specifications. Flanges for recessed units shall be one piece seamless construction with no mitered corners.

ALL LOCKS shall be keyed alike.

KEYS: Provide three (3) keys to the Owner.

ACCEPTABLE MANUFACTURERS

1. BOBRICK WASHROOM EQUIPMENT
2. BRADLEY CORP
3. AMERICAN SPECIALTIES, Inc.
4. APPROVED SUBSTITUTE

### **ACCESSORIES**

TOILET TISSUE DISPENSERS: Type 304, 22-gauge stainless steel with spring-loaded plated spindles, and satin finish.

1. TYPE: Hold two (2) standard core rolls.
2. USE: Locate in each toilet stall (at each water closet).
3. MOUNTING: Surface, vandal-resisting fasteners.
4. MANUFACTURER: Bobrick, Product – B4288

GRAB BARS: 1-1/2" diameter, 18 gauge stainless steel with peened gripping surface and concealed mounting with snap-on flange.

1. MANUFACTURER: Bobrick.
2. MODEL: B-6809.99
3. FINISH: Satin
4. SIZE: 18", 36", and 42". Conform to Code Requirements



NAPKIN DISPOSAL: Surface mounted 22 gauge, type 304 stainless steel, and all welded construction. Drawn, one-piece seamless construction cover with full-length stainless steel piano hinges.

1. MANUFACTURER: Bobrick
2. MODEL: B-270
3. FINISH: Satin at all exposed surfaces

HAND DRYER: Warmair energy efficient electric hand dryer, surface mounted, internally grounded.

1. MANUFACTURER:
  - a. American Dryer; Product – GXI-C
  - b. Approved Substitute
2. WARRANTY: Two (2) years
3. SOUND LEVEL: 63 dB
4. VOLTAGE: Universal
5. AIR VELOCITY: 4,000 LFM
6. AIR TEMPERATURE: 120 degrees F
7. MOUNTING: Surface, ADA compliant
8. OPERATION: Automatic, microprocessor controlled infrared sensor actuated with timed power cut-off switch.
9. COVER: One-piece, heavy duty, rust resistant, rib reinforced, die cast zinc alloy.
  - a. Finish: electrostatically applied, chip resistant, chrome-plated satin.
10. ACCESSORIES: Provide stainless steel universal adaptor plate.

### **PART THREE – EXECUTION**

#### **INSTALLATION**

SHALL BE in accordance with manufacturer's recommendations.

MOUNTING HEIGHT shall be per manufacturer's recommendations and code.

SECURE wall-mounted accessories to gypsum wallboard with toggle bolts.

SECURE to concrete or solid masonry or tile with lead shields and min. No. 8 screws.

SECURE grab bars to wood blocking. Mount to ADA required dimensions.

EXPOSED FASTENERS shall be tamper resistant type.

SOAP DISPENSER: Locate so spout extends above sink.

CLEAN all finished surfaces at completion.

#### **SCHEDULE**

<u>LOCATION</u>	<u>QUANTITY</u>
Men's Restroom	
Grab Bar (18")	1
Grab Bar (36")	1
Grab Bar (42")	1
Hand Dryer	1

<u>LOCATION</u>	<u>QUANTITY</u>
Women's Restroom	
Grab Bar (18")	1
Grab Bar (36")	1
Grab Bar (42")	1
Hand Dryer	1
Napkin Disposal	2

END OF SECTION

## **PART ONE - GENERAL**

CONFORM to the General Conditions and provisions of Division 1.

### **DESCRIPTION**

WORK INCLUDED: Perform all work required to furnish and install all metal framed mirrors including but not limited to:

1. MIRROR UNITS in Restrooms.

RELATED WORK: Particularly review the following:

1. TOILET ROOM ACCESSORIES: Section 10 800.

### **QUALITY ASSURANCE**

INSTALLER QUALIFICATIONS: Metal framed mirrors shall be installed by an established firm employing skilled, experienced workers under competent supervision.

### **SUBMITTALS**

SAMPLES: Submit samples upon request.

PRODUCT DATA: Include the manufacturer's instructions for mirror installation.

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

DELIVER ACCESSORIES to the job site in their original unopened packages or containers bearing labels identifying the manufacturer's brand, model number, and other pertinent information.

### **WARRANTY**

MIRRORS: Furnish the mirror manufacturer's special ten year warranty.

## **PART TWO - PRODUCTS**

### **MATERIALS**

ACCEPTABLE MANUFACTURERS: Conforming to Specifications

1. BOBRICK WASHROOM EQUIPMENT; Product - B290
2. ACCESSORY SPECIALTIES, INC. Product
3. BRADLEY

MIRROR GLASS: 1/4" thick, mirror glazing quality, polished tempered, plate glass, with silvering, copper backing and protective coating of heavy duty waterproof paint meeting the requirements of Fed. Spec. DD-M-411.

FRAME: Type 304 stainless steel channel having a polished plate finish, with welded square corners.

BACKING: One-piece sheet metal, at least 22 gauge, having galvanizing or other rust and corrosive-resistant finish, attached to the frame with concealed fasteners and equipped with concealed hangers.

## **PART THREE - EXECUTION**

MIRRORS: Mount the mirrors as shown on the drawings. Install mirrors in accordance with manufacturer's printed instructions, as approved.

1. MOUNT: To meet Barrier Free Code and ADA requirements.

CLEAN: At completion.

### **SCHEDULE**

GENERAL: Size is 24" wide x 36" high, unless noted otherwise.

<u>ROOM</u>	<u>SIZE</u>	<u>QUANTITY</u>
Women's Restroom	30" x 36"	2
Men's Restroom	30" x 36"	1

END OF SECTION



## **PART ONE - GENERAL**

### **DESCRIPTION**

PERFORM all work required to complete this section.

### **SECTION INCLUDES**

PREFABRICATED CABINETRY and related components.

COUNTERTOPS

CUTOUTS for utilities, plumbing and electrical fixtures, sinks, etc.

ACCESSORIES: Filler panels, backsplashes, side splashes, finish ends, anchors, etc.

LOCKS: Where shown on casework drawings and/or schedule.

INSTALLATION: Delivery, uncrating, setting, leveling, anchoring.

### **RELATED SECTIONS**

PARTICULARLY REVIEW

1. RESILIENT SHEET FLOORING: Section 09 965 (at cabinet base)
2. JOINT SEALANTS: Section 07 900.

### **REFERENCES**

CONFORM TO THE FOLLOWING, unless higher standards are specified.

1. ASTM A167: Stainless and Heat Resisting Chromium – Nickel Steel Plate, Sheet and Strip.
2. ASTM A446 / A446M: Steel Sheet, Zinc-Coated galvanized by the hot-dip process, Structural Physical Quality.
3. ASTM A526/A526M: Steel Sheet, Zinc-Coated galvanized by the hot-dip process, Commercial Quality.
4. ASTM C1036 – Flat glass.
5. ASTM C1048 – Heat Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass.
6. BHMA A156.9 – Cabinet Hardware.
7. SEFA 8-1999 Casework construction and performance standards.
8. AWI 1500 – American Wood Working Institute, Quality Standards.

### **QUALIFICATIONS**

CASEWORK MANUFACTURER: Basis of the project is those cabinets as manufactured by Stevens Industries; Advantage 1200 Tradition Series.

INSTALLER: Certified by the manufacturer.

APPROVALS: Casework of other manufacturers will be considered for approval. Refer to Section 01 600 for further requirements. Manufacturer shall be AWI certified, premium level.

MANUFACTURER: Company specializing in manufacturing the products specified in this section with minimum five (5) years of documented experience.

### **SUBMITTALS FOR REVIEW**

PRODUCT DATA: Provide component dimensions, configurations, construction details, joint details, and attachments, utility and service requirements and locations.

SHOP DRAWINGS: Indicate casework locations, large scale plans, elevations, cross sections, rough-in and anchor placement dimensions and tolerances, clearances required.

SAMPLES: Submit two (2) samples, minimum size 3 x 6 inches of each color of base material or other finished countertop and pull, lock, hinge, etc.

### **SUBMITTALS FOR INFORMATION**

MANUFACTURER'S INSTALLATION INSTRUCTIONS: Indicate special installation requirements.

CERTIFICATION: By an independent testing laboratory for drawers, doors, suspended slides, shelves, drawer, bottom, countertop, etc.

### **DELIVERY, STORAGE AND PROTECTION**

ACCEPT CASEWORK on site. Inspect on arrival for damage.

COORDINATE SIZE of access and route to place of installation.

PROTECT finished surfaces from soiling or damage during storage, handling, installation.

### **PROJECT CONDITIONS**

COORDINATE CASEWORK INSTALLATION with size, location and installation of service utilities.

SEQUENCE INSTALLATION to ensure utility connections are achieved in an orderly and expeditious manner.

ENVIRONMENTAL: Interior temperatures 65° - 85°. Ambient relative humidity between 25% and 55%. Conform to cabinet manufacturers recommendations.

### **WARRANTY**

THREE (3) YEARS from date of substantial completion written guarantee against defects in materials and workmanship. Any defective materials or faulty workmanship shall be replaced, or corrected to Owner's satisfaction, at no additional cost.

### **PART TWO - PRODUCTS**

#### **ACCEPTABLE MANUFACTURERS**

BASE BID PROPOSAL: To be based on cabinets manufactured by Stevens Industries, Inc. Tel: 248.232.8894/217.540.3100; Product: Advantage 1000, group 1200.

SUBSTITUTE MANUFACTURERS: Per Section 01 600 requirements

1. LSI
2. TMI
3. VOLUNTARY ALTERNATES: Proposal Form, Paragraph 4, Page 3.
4. AFTER CONTRACT AWARD: Not permitted.

#### **SURFACE MATERIALS**

##### CABINETS:

1. EXPOSED FINISH ENDS, fronts, modesty panels, and finish backs shall be faced with vertical grade PF-28 (.028") High Pressure Laminate (HPL), tested under National Electrical Manufacturers Association (NEMA) LD3-2005. Decorative laminate shall be thermoset to core using catalyzed Polyvinyl Acetate (PVA) glue with minimum 80 Pounds per Square Inch (PSI) pressure and average 180 degree F. temperature. (Lower pressure and cold curing glues not acceptable).
2. PANELS WITH EXTERIOR PF-28 SURFACES shall have Cabinet Liner Surface (CLS) (.020") interior cabinet liner.
3. INTERIOR: Semi-exposed surfaces shall be Thermofused laminated two (2) sides. Laminate shall be homogenous, thermofused to core face resulting in panel structure warranted against any delamination. Laminate shall be tested under LD3-2005 vertical grade GP-28 standards. TF lamination shall use high pressure 350-400 PSI with thermosetting temperatures of 380-400 degrees F. under precision controlled press cycle with textured surface finishes.
4. DRAWERS: Shall be finished entirely in thermofused laminate.
5. BACKS: Shall have a solid color coordinated finish.

#### **CORE MATERIALS**

PARTICLEBOARD: Shall be high performance industrial grade core. Particleboard shall be 45# - 48# density 3-ply type formation conforming to American National Standards Institute (ANSI) A208.1 and American Society for Testing and Materials (ASTM) D1037-91A standards.

MEDIUM DENSITY FIBERBOARD: Core shall be minimum 48# density conforming to ANSI A208.1 MD-130 standards.

## **EDGINGS**

DOOR and DRAWER FRONTS: Edges shall be 3mm radius extrusion banding. 3mm pattern selection from manufacturer's 3mm Edge Selector. Fronts shall have radius edges and corners utilizing automated hot melt adhesive application and trimming.

CABINET EDGES: Cabinet sides, top, bottom, adjustable shelves, and other exterior components shall be edged with (.020") flat edge extrusion. Automated hot melt adhesive application and trimming.

DRAWER COMPONENTS:  $\frac{3}{4}$ " sides shall be edged with (.020") flat edge extrusion. Automated hot melt adhesive application and trimming.

SELECTIONS: Edgebanding to match laminate selections based on manufacturer's standard offerings and commercially available stock patterns.

1. COLOR: Antique whitewash from the Benchmark Collection.

## **SELECTIONS and APPLICATIONS**

EXPOSED: Cabinet finish ends, fronts, modesty panels, and finish back HPL shall be selected from manufacturer's standard options.

1. COLOR: Formica #7182-5B "Dune Wood"

INTERIOR and SEMI-EXPOSED SURFACES: Selected from manufacturer's standard options.

1. COLOR: Maple Woodgrain pattern.

DRAWERS: Selected from manufacturer's standard options.

1. COLOR: Maple Woodgrain pattern.

BACKS: Shall coordinate with interior selection.

## **HARDWARE**

5-KNUCKLE HINGES: Shall be heavy duty 5-knuckle 270 degree pivot reveal overlay style. Hinges shall have interlaying leaves 270 degree swing constructed of (.090") thickness steel. Hinges shall be (Grade 1) with hospital ground tips and non-removable pin. 5-knuckle hinges shall have vertical adjustment and shall be mounted with two (2) 5mm thread screws each leaf with additional #8 screws: two (2) in cabinet leaf and three (3) in door leaf. Total nine (9) fasteners per hinge. (Mountings with 5mm system fasteners not acceptable).

1. DOORS UP TO 47": 2 hinges per door.
2. DOORS OVER 47": 3 hinges per door.
3. FINISH: Stainless steel.

DOOR CATCHES: Shall be heavy duty spring loaded, large diameter (17.5mm) roller catches mounted at door bottom. Doors over 48" shall have catch at both top and bottom. Catch strike plate shall be injection molded with integral molded engagement ridge and wide face bumper door stop.

DRAWER and DOOR PULLS: Stainless steel, 5" long, surface mounted.

1. DRAWER: Mount horizontal.
2. DOOR: Mount vertical.
3. STYLE: Bentwire #128

FULL EXTENSION SLIDES: Full extension ball bearing slides to be installed on all cabinet drawers. Slides shall be side mounted with profile to not reduce interior drawer space normally provided. Ball bearing slides to be tested under The Business and Institutional Furniture Manufacturer's Association (BIFMA) X5.5 Section 7. Slides shall pass both 50,000 and 100,000 cycle test.

1. LOAD RATING: 120 pounds

SHELF SUPPORTS: Adjustable shelf supports shall be injection molded clear polycarbonate. Supports shall incorporate integral molded lock tabs to retain shelf from tipping or inadvertent lift out. Supports shall have 5mm diameter double pin engagement into precision bored cabinet vertical holed patterns. Adjustment shall be 1-1/4" spacings. Supports shall have a compression ridge effecting force against shelf edge to maintain positive pin engagement. Supports shall have molded-in screw attachment feature. Static test load shall exceed 200# per clip. Shelf spans above 27" shall have 5-point support with backs drilled to receive a mid-span shelf support, further reducing deflection. Shelf spans below 27" shall have end 4-point support.

**LOCKS:** High security 6-tumbler lock system shall be provided where noted by model number or indicated on drawings. Locks shall have diecast body with dead bolt engagement tang. (Cylinder locks with attached rotating cams not acceptable). Locks shall have removable and interchangeable 6-tumbler core for easy field and customer re-keying options. Locks shall be master keyed and available key-alike or key-different with 250 standard key changes and the possibility of up to 2000 total changes on special order. Each lock provided with a double bit key and face of lock stamped with key number.

## **CASEWORK FABRICATION**

### **DEFINITIONS OF COMPONENTS**

1. **EXPOSED SURFACES**
  - a. Surfaces visible when drawers and solid doors are closed.
  - b. Surfaces visible behind clear class doors.
  - c. Interior surfaces of open units
  - d. Bottoms of cabinets 42" or more above finished floor.
  - e. Tops of cabinets less than 78" above finished floor, or are visible from an upper floor or staircase after installation.
  - f. Front edges of cabinet body members visible though a gap greater than 1/8" with doors and drawers closed.
  - g. Surfaces visible when fixed appliances are installed.
2. **SEMI-EXPOSED SURFACES**
  - a. Surfaces visible when doors are open.
  - b. Bottom of cabinets 30" – 42" above finished floor.
  - c. All front edges of shelving behind doors.
3. **CONCEALED SURFACES**
  - a. Surfaces not normally visible after installation.
  - b. Bottoms of cabinets less than 30" above finished floor.
  - c. Tops of cabinets over 78" above finished floor which are not visible from an upper level.
  - d. Stretchers, blocking, components concealed by drawers.

## **COMPONENT DETAILS AND CONSTRUCTION**

**FRONTS:** Door and drawer fronts shall be 3/4" thick. Fronts shall be edged with 3mm radius edge extrusion with face laminate as described under the Products section. Automated hot melt adhesive application and trimming.

**WALL CABINETS:** Components shall be 3/4" thick members throughout. Wall cabinet tops and bottoms shall include back groove and minimum four (4) dowel pins per joint for insertion into cabinet ends. Wall cabinet ends shall be 3/4" thick with back groove and precision Computer Numerical Control (CNC) drill pattern for accurate location of fixed members, hardware, and shelf supports. Wall cabinets to have two (2) integral (dowel into end) mounting frames. Designs with simple spacer rails or rails without dowel pin engagement into ends are not acceptable.

**MOUNTING FRAMES:** Incorporated in wall units, tall units, and base units, shall be 3/4" thick with minimum two (2) dowel pins per mounting frame end joint for wall and tall units. Base units shall have a minimum of three (3) dowel pins per mounting frame end joint.

**TALL CABINETS:** Components shall be 3/4" thick members throughout. Tall cabinet tops and bottoms shall include back groove and up to eight (8) dowels per end joint (based on cabinet depth). Tall cabinet ends shall be 3/4" thick with back groove and precision CNC drill pattern for accurate location of fixed members, hardware, and shelf supports. Tall cabinets to have two (2) integral (dowel into end) mounting frames. Designs with simple spacer rails or rails without dowel pin engagement into ends are not acceptable.

**BASE CABINETS:** Components shall be 3/4" members throughout. Base unit bottoms shall incorporate back groove and up to eight (8) dowel pins per end joint (based on cabinet depth). Base units shall have a wide top and back frame feature. A wide frame in the flat horizontal plane at cabinet front with minimum three (3) dowels per end joint provides stable squaring of the top area. A second wide frame in the vertical plan behind back provides stable side-to-side rack resistance.

Construction shall provide lateral and vertical stability. Open rear top area allows for easy wall mounting and ease of installation of mechanical services. Base cabinet ends shall be  $\frac{3}{4}$ " thick with back groove and precision CNC drill pattern for accurate location of fixed members, hardware, and shelf supports. TOE KICKS: Bases shall be an integral base design. Construction of end panels, cabinet bottoms, and horizontal toe kick members are integrally joined together for greater structural strength. This design facilitates load transfer from upper loaded areas directly through cabinet end to floor, reducing lower joint stresses.

CABINET BACKS: Shall be in a integrated system of a  $\frac{1}{4}$ " prefinished Medium Density Fiberboard (MDF) back captured in side and horizontal grooves. Unit back to be further integrated with attachment to  $\frac{3}{4}$ " doweled-in mounting frames. Fixed backs are mechanically fastened into grooves and sealed with hot melt adhesive. Removable backs shall be set in groove and attached with screws.

ADJUSTABLE SHELVES: Shelves with spans under 36" shall be  $\frac{3}{4}$ " thick, except as noted below.. Wider spans behind doors shall be 1" thick. Shelving shall have end 4-point support for spans under 27". Spans above 27" shall have 5-point support with backs drilled to receive additional mid-span shelf support, reducing deflection under heavier loads.

1. COLOR: Maple Woodgrain pattern
2. SIZE: Full depth shelves
3. THICKNESS:  $\frac{3}{4}$ " at base and wall cabinets.
4. THICKNESS: 1" at all tall cabinets.

DRAWERS: Four (4) sided full box design with separate attached front shall be provided. Drawer members shall be  $\frac{3}{4}$ " thick with dowel pin construction at all four (4) corners. Drawer bottoms shall be  $\frac{1}{4}$ " MDF trapped in groove four (4) edges as well as mechanically fastened. Entire drawer box to be thermofused laminated.

### **LAMINATE TOPS**

COUNTERTOPS shall be high pressure decorative plastic laminate, thermoset to core using catalyzed PVA glue with minimum average pressure of 80 psi and average 180 degree F temperature. Decorative laminate shall meet NEMA LD3-2005 PF-42 (.042") specification standard.

1. COLOR: Wilsonart "4588K-07 "Kalahari Topaz"

LAMINATE TOPS shall be 1-1/16" thick with solid industrial particle board core structures and laminated with backer sheet.

1. TYPE: One piece integral cove seamless backsplash
2. SIZE: As shown on drawings and / or schedule.

### **PART THREE - EXECUTION**

#### **EXAMINATION**

VERIFY EXISTING CONDITIONS before starting work.

1. COORDINATE size and location of utilities.

VERIFY ADEQUACY OF SUPPORT framing and anchors.

DO NOT PROCEED until conditions are satisfactory.

#### **INSTALLATION**

INSTALL CASEWORK, components and accessories in accordance with manufacturer's instructions.

SET CASEWORK ITEMS PLUMB AND SQUARE, securely anchored to building structure.

1. USE ANCHORING DEVICES to suit conditions and substrate materials encountered.
2. SHIM as required with concealed plastic shims.

SCRIBE TO ABUTTING SURFACES and align adjoining components. Apply matching filler pieces where casework abuts itself or dissimilar construction.

BOLT CABINETS TOGETHER with joints flush, tight, and uniform. Align units for less than 1/32" tolerance.

ABUT TOP EDGES in one true plane. Provide flush joints not to exceed 1/16" between units or on diagonal.



### **WORK SURFACE INSTALLATION**

SCRIBE OR CAULK to abutting surfaces where required due to field conditions.

FIELD JOINTS shall be factory prepared, located on shop drawings. No exceptions.

1. SECURE JOINTS IN THE FIELD, where practicable, in the same manner as in factory, with dowels, splices, adhesive or fasteners recommended by manufacturer.
2. FINISH JOINT SURFACES: Flush

ACCESSORY INSTALLATION: Install accessories and fittings in accordance with manufacturer's recommendations. Turn screws to seat flat; do not drive.

CLOSE ENDS OF UNITS, splash aprons, shelves and bases with sealant.

FIELD TOUCH UP blemishes to original finish.

### **ADJUSTING**

ADJUST DOORS, DRAWERS, hardware, fixtures, and other moving or operating parts to function smoothly.

DEFECTIVE COMPONENTS, FINISHES: Replace or repair to customer's satisfaction.

### **CLEANING**

CLEAN CASEWORK, COUNTERS, SHELVES, glass, legs, hardware, fittings and fixtures.

### **PROTECTION OF FINISHED WORK**

DO NOT PERMIT finished casework to be exposed to continued construction activity.

### **SCHEDULES**

SEE DRAWINGS: For locations and types, sizes of cabinets, countertop and tables. Provide a complete and finished installation.

PROVIDE FILLER PANELS at ends, corner joints, tops, etc as needed. Finish shall match cabinets.

END OF SECTION