

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01

Massalina Memorial Homes Site & Fletcher Black Memorial Homes Site Panama City, Florida

PROJECT MANUAL

FLA Project No. 4274-02



Architect:

Florida Architects, Inc. 103 W. 5th Street Panama City, FL 32401 Ph: 850.257.5400

January 15, 2020

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END OF SECTION 00 02 00

SECTION 00 07 00 - INVITATION TO BID

PART 1 - GENERAL

1.1 INVITATION TO BID:

A. Notice is hereby given that signed, sealed, and delivered bids shall be received from prequalified Contractors by the Owner no later than <u>February 13, 2020 until 2:30 pm (CT)</u> local time, for the work described in the construction of:

PANAMA CITY HOUSING AUTHORITY (PCHA)
PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01
MASSALINA MEMORIAL HOMES SITE & FLTECHER BLACK MEMORIAL HOMES SITE
Panama City, FL - FLA Project No. 4274-02

- B. In order for bids to be considered, they must be in the possession of the Owner's Agent on or before the date and time noted above.
- C. Mail or hand deliver all bid proposals as noted below:

PANAMA CITY HOUSING AUTHORITY 2315 Ruth Hentz Avenue Panama City, Florida 32405

Attention: Mike Johnson, Project Manager

***Oral, telegraphic or electronic proposals will not be considered.

- D. All bid proposals must be submitted in one (1) fully executed original form (marked Original) and one printed copy, and one (1) electronic copy (USB jump drive or readable CD) and must be signed, sealed (corporate seal), and securely sealed in an envelope or suitable conveyance, and clearly marked on the outside to show the date and time, and must be designated as "SEALED BID FOR PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01" and indicating the respondent's name, address, date and time of opening.
- E. Bid proposals will be read aloud publicly at the bid opening on <u>FEBRUARY 13, 2020 at 2:30 pm (CT) local time.</u> The bid results will be posted on the Owner's and Architect's procurement websites.
- F. Bids and supporting documents will be evaluated by the Architect and the Owner's Agent.
- G. Further, Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids. <u>Each Bid shall be valid and binding for a period of sixty (60) days after opening</u>.
- H. Proposals received after the published time or date, or incomplete proposals, will not be accepted.
- I. Refer to Section 00 10 00, <u>Instructions to Bidders</u> for Bid Proposal information requirements.

- J. Refer to Section 00 70 00, <u>General Conditions of the Contract</u>, Form HUD-5370 (01/2014) including Exhibit AA, U.S. Department of Labor Davis Bacon Act Payroll Form.
- K. Inquiries regarding this Request for Proposal should be directed to:

Joseph Sorci, AIA, via emailto: jsorci@floridaarchitects.com

1.2 DOCUMENTS:

- A. Documents will be available as follows:
 - 1. Owner's Procurement Website:

Panama City Housing Authority www.Panamacityhousing.org

2. Bid Documents may be obtained from the Architect and on the Architect's procurement website. Bidders must call or email the Architect to register for access to the documents:

Florida Architects, Inc. 103 W. 5th Street Panama City, FL 32401 850.257.5400 jsorci@floridaarchitects.com

- 3. Addenda will be posted to the Owner's procurement website. Be sure to periodically check this website for any Addenda and/or additional information. Please register with the Architect for direct notifications. Registering with the Architect and checking the website is the Bidders responsibility.
- B. Documents may be viewed at no cost at the office of the Architect's Office when a time is prearranged by telephone.

END OF SECTION 00 07 00

SECTION 00 10 00 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS AND INFORMATION TO BIDDERS

- A. Bid proposals shall be on forms included in this bid package (Bid Form, Exhibit A, Section 00 31 00).
- B. The Bidder will provide bid security in the form of a Bid Bond or Cashier's Check in the amount of <u>Five Percent (5%)</u> of the amount of the Bid total. Refer to Exhibit B, Section 00 44 00, <u>Bid Bond</u>, AIA Document A310.
- C. Bidders shall agree not to withdraw their bid proposal for a period of sixty (60) days after the date for opening of bids.
- D. If the Contractor does not provide the executed contract, labor and performance bonds and insurances within the time specified or otherwise time extension authorized by Addendum, the Owner has the right to retain the bid security for their use.
- E. Certificates of Insurance will be of the successful Bidder in the amounts specified in the General Conditions of the Contract as well as Performance Bond and Payment Bond (Refer to Exhibits J and K) in the amount of 100% of the Contract Price.
- F. Each Bidder shall include in his bid amount the cost of bonds and insurance.
- G. Bid proposal documents will be assembled and submitted in an appropriately sized envelope for submission with the name of the project appearing legibly on the outside of the envelope refer to Section 00 07 00, <u>Invitation to Bid</u> for additional information.
 - 1. The Bid opening will take place at the following address:

PANAMA CITY HOUSING AUTHORITY 2315 Ruth Hentz Avenue Panama City, Florida 32405

The Bid date will be:

2. **February 13**, 2020 at 2:30 pm (CT), local time

1.2 Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids. <u>Each Bid shall be valid and binding for a period of sixty (60) days after opening</u>.

1.3 BID SUBMITTAL REQUIREMENTS

- A. Attached Bid Proposal Form is to be used, Section 00 31 00, Exhibit "A"
- B. Bid Bond, AIA Document A310 1970, (Exhibit "B" Refer to Section 00 44 00, Bid Bond)
- C. List of Subcontractors, AIA Document G805 2001, Exhibit "C"
- D. Drug Free Workplace, Exhibit "D"
- E. E-Verify Background Check, Exhibit "E"
- F. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, PUBLIC ENTITY CRIMES Exhibit "F"
- G. Anti-Collusion Clause, Exhibit "G"
- H. Conflict of Interest Disclosure Form, Exhibit "H"
- I. Addendum Acknowledgement Form, Exhibit "I"
- J. Labor and Material Payment Bond, Exhibit "J"
- K. Performance Bond, Exhibit "K"
- L. Trench Safety Act Form, Section 00 91 00

1.4 FORMS TO BE USED WITH THIS CONTRACT:

- A. Form HUD-5370 (1/2014), Section 00 70 00, Conditions of the Contract
- B. U.S. Dept. of Labor Davis Bacon PAYROLL Form (OMB No.: 1235-0008), Exhibit AA

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1.5 AIA FORMS USED WITH THIS CONTRACT:

Α.	A310	Bid Bond, (Exhibit "B" - Refer to Section 00 44 00, Bid Bond)
B.	G701	Change Order
C.	G702	Application and Certificate for Payment
D.	G703	Continuation Sheet for G702
E.	G704	Certification of Substantial Completion
F.	G706A	Contractor's Affidavit – Release of Liens
G.	G707	Consent of Surety to Final Payment
H.	G709	Proposal Request
I.	G710	Architect's Supplemental Instructions
J	G714	Construction Change Directive

1.6 DEFINITIONS:

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- A. The Bidding Documents include the Bid Scope Documents, the Conditions of the Contract Form HUD-5370, Section 00 70 00 (including U.S. Dept. of Labor Davis Bacon Act Payroll Form, Exhibit AA and Section 00 82 00 Special Conditions), and the Specifications (Project Manual), including any Addenda issued prior to the receipt of bids.
- B. The Bid Scope Documents include the Invitation to Bid, Information to Bidders, Summary of the Work, Bid Form, and sample bidding and contract forms.
- C. The Contract Documents consist of the Agreement, the Conditions of the Contract Form HUD-5370, Section 00 70 00 (including U.S. Dept. of Labor Davis Bacon Act Payroll Form, Exhibit AA, and Section 00 82 00 Special Conditions), the Specifications (Project Manual), all Addenda, and all modifications thereto, and the Contract between the Owner and the Contractor.
- D. Addenda are written and graphic instruments issued by the Architect and forwarded by the General Contractor to Subcontractors prior to the time of receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- E. A Bid is complete and properly signed, sealed, and notarized proposal to do the work for the sums stipulated, supported by data called for by the Bidding Documents.
- F. Base Bid is the sum for which the Bidder offers to perform the work described in the Bidding Documents as the Base.
- G. 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 project scope or materials or methods of construction is described in the Bidding Documents.
- H. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or the Contract Documents.
- I. Where reference is made to the Architect, it shall mean the designated representative of the Architect/Engineer.
- J. Wherever in the Specifications/Project Manual there is a reference to the "Contractor" (or "G.C."), or "Construction Manager" (or CM), such reference shall be interpreted to mean the "General Contractor".

1.7 QUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS:

A. In order to be qualified, a Bidder must be able to present evidence that he (they) are currently registered with or hold an unexpired certificate as a Contractor, issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, Part I Licensing of Construction Industry, Florida Statutes. In order to be qualified, if the Bidder is a Corporation, he must be properly registered with the State of Florida, Department of State, Division of Corporations, and must hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.

- B. Furthermore, the Agreement will only be entered into with responsible Contractors, found to be satisfactory to the Architect and the Owner's Agent, qualified by experience and in a financial position to do the work specified.
- C. The Contractor will be required to engage a qualified independent testing and inspection consultant, and a Florida Licensed Asbestos Remediation Contractor acceptable to the Architect and the Owner's Agent, with capabilities to prepare reports during the term of the project.
- D. The Contractor will be required to engage a qualified Florida Licensed Surveyor to provide a physical and topographical survey of each property before demolition/construction and again after construction as an As-Built Survey.

1.8 METHOD OF BIDDING:

The work described in these documents is the sole responsibility of the Contractor. The work of each Subcontractor is described in the Description of Work of each Specification Section and as noted on the documents and shall be identified in the contract with each Subcontractor.

1.9 EXAMINE BIDDING DOCUMENTS AND SITE VISIT:

- A. The Bidder shall be held to have examined the premises and sites so as to compare the existing conditions with the diagrams and Specifications/Project Manual, and to have satisfied himself as to the condition of the premises, any obstructions, the actual levels, and all other work necessary for carrying out the project, before delivery of his proposal. The Bidder shall also acquaint himself with the character and extent of the Owner's Agent's and other Contractor's operations in the area of the work, so that he may make his construction plans accordingly. No allowances or extra payment will be made to a Contractor for, or on account of, costs or expenses occasioned by his failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner's Agent or a Subcontractor's ongoing activities.
- B. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner's Agent, nor the Architect assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents (available by registering with the Architect)
- C. The Owner's Agent or Architect in making, or having made, copies of the Bidding documents and Contract Documents available, does so only for the purpose of obtaining bids on, or construction of, the Work and does not confer a license or grant for any other use.

1.10 DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or Contract Documents or of site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents or Contract Documents shall make a written request to the Architect by February 3, 2020, 3:00 pm (CT) local time. Interpretations will not be made orally.
- B. Any interpretations, corrections, or change of the Architect's Bidding Documents will be made by Addendum by the Architect and issued to registered bidders by the Architect. Interpretations, corrections, or changes of Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections, and changes.
- C. Addenda will be posted to the Architect's Procurement Website for all bidders registered with the Architect.
- D. All emails to the Architect for clarification or interpretation of the documents will be accepted by the Joseph Sorci, AIA via email: jsorci@floridaarchitects.com (also refer to Section 00 07 00, Invitation to Bid for additional information). The Architect is the preparer of the Bidding Documents and Construction Documents and, as such will be the interpreter of the Documents, and will be the only party authorized to issuance clarifications, modifications, or interpretations regarding this project.

1.11 BID PROPOSAL FORM:

- A. The Bidder by submitting his Bid represents that he has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Each bid shall be submitted on the bidder's letterhead following (matching) the bid proposal form bound in the Bid Scope Documents with all blank spaces filled in. All blanks on the bid form shall be filled in by typewriter or manually in ink. Each bid shall be submitted in duplicate (one marked "Original" and one (1) electronic copy on a jump drive or readable CD) (also refer to Section 00 07 00, Invitation to Bid for additional information).
- C. All interlineations, alterations, or erasures shall be initiated by the signer of the bid.
- D. Fill in all spaces for bid prices in both words and figures. In case of discrepancies, the amount shown in words will govern. Submit the Bid, the bid security, and all other documents required to be submitted with the Bid, in a sealed opaque envelope (refer to Section 00 07 00, Invitation to Bid for additional information).
- E. All requested Alternates and Unit Prices shall be bid. If alternates do not make a change in the Base Bid, enter "No Change". Failure to comply with this requirement may result in rejection of the Bid.
- F. Make the Bid in the name of the principal, and if a co-partnership, give the names of the parties. Give the complete address. If bids are submitted by an agency, provide satisfactory evidence of the agency authority.
- G. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The Bid Proposal shall be signed, sealed and notarized by the person or persons authorized to bind the Bidder to the contract.
- H. The Bidder, by submitting his Bid, represents that he has read and acknowledges that the construction time frame is acceptable. The Bidder further acknowledges that his Bid is based upon the materials, system, and equipment required by the Bidding Documents without exception.
- I. Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or any extension thereof made by the Addendum.
- J. Oral, telephone, emailed, faxed, or telegraph bids are invalid and will not receive consideration. No Bids received after the time fixed for receiving them will be considered. Late Bids will be returned to the sender unopened.

1.12 ADDENDA:

- A. All addenda issued during the time of bidding shall become part of the Bidding Documents, and receipt thereof shall be acknowledged on the bid proposal (refer to Section 00 07 00, Invitation to Bid for additional information and Exhibit "I", Addendum Acknowledgement Form).
- B. Each Bidder shall ascertain prior to submitting his bid that he has obtained all Addenda issued.
- C. Addenda will be posted to the Owner's and the Architect's Procurement Website as soon as prepared by the Architect. Bidders are encouraged to register with the Architect for direct notifications. It is the Bidder's responsibility to frequently check the Owner's Procurement Website if not registered with the Architect.

1.13 ALTERNATES:

- A. Each Bidder shall bid on all Alternates listed in each part of the Bid Proposal. They will be fully considered in awarding the Contract.
- B. Bids will be considered irregular, and may be rejected, if Alternates contained in the Bid Proposal are obviously unbalanced in excess of, or below, reasonable cost analysis values.

1.14 SALES TAX:

A. The Bidder shall include in his Bid Proposal all sales and use taxes on materials and equipment included in his Proposal which may be required by law.

1.15 INSURANCE:

A. Refer to Specification Section 00 70 00, Form HUD-5370, Conditions of the Contract.

1.16 WITHDRAWAL OR REVISION OF BID PROPOSALS:

- A. Any bid proposal may be withdrawn or revised in writing prior to the scheduled time for opening of bid proposals.
- B. 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 the Bidder so agrees in submitting his bid.
- C. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place, and prior to the time, designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or be by email; if by email, written confirmation over the signature of the Bidder must have been mailed and post-marked on or before the date and time set for receipt of bids. It shall be so worded as not to reveal the amount of the original bid.
- D. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with this Section, Information to Bidders and other Bid Document requirements.
- E. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

1.17 ACCEPTANCE OF BID PROPOSALS:

- A. Bids will be received on or before February 13, 2020 until 2:30 pm (CT) local time.
- B. Bids will be read aloud on February 13, 2020 at 2:30 pm (CT).
- C. Bids shall be good for sixty (60) calendar days after the bid opening. A Bid Bond is required.
- D. It is the intent of the Owner's Agent to award a Contractor to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- E. Further, the Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids.

1.18 CONSTRUCTION BONDS:

- A. The Owner's Agent will, prior to the execution of the Contract, require the General Contractor to furnish a Performance Bond (Exhibit "K") and Labor and Material Payment Bond (Exhibit "J") equal to one hundred percent (100%) of the total amount payable by the terms of the Contract.
- B. The Contractor shall deliver the required Bonds to the Owner's Agent at the date of execution of the Contract.
- C. The Bonds shall be written and executed on the forms which are included in the Bid Scope Documents. Any bonding company submitting a Bid Bond or Construction Bonds to the Owner's Agent must be licensed to transact a fidelity and surety business in the State of Florida.
- D. The Contractor shall be responsible for notifying the Owner's Agent immediately upon notification from the Bonding Company that they can no longer provide the Bonding requirements for this project, and/or if the company is not able to conduct business, or if the company goes out of business. The Contractor shall also be responsible for immediately obtaining new Bonds as required for this project and forwarding them to the Owner's Agent, if the original Bonding Company cannot provide the bonds or goes out of business.

1.19 CONTRACT AGREEMENT FORM:

A. The form that will be used for this contract agreement shall be the "Standard Short Form of Agreement between the Owner and Contractor where the basis of payment is a STIPULATED SUM" (A.I.A.

Document A105-2017) as modified/prepared by the Owner's Agent. Refer to Exhibit "M" at the end of this Section for a draft version of the Agreement.

1.20 POST-BID INFORMATION:

- A. After the bids are received, tabulated and evaluated by the Owner's Agent and the Architect, the apparent low bidder shall meet for the purpose of determining any contract concerns. Contractor to provide the following information to the Owner at the meeting:
 - 1. Designation of Work to be performed by the Bidder with his own forces.
 - 2. Provide a Schedule of Values with unit costs for each major item.
 - 3. A final list of names of the Subcontractors or other entities (including those who are to furnish materials or equipment) proposed for the principal portions of the Work.
 - 4. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work. This information shall not be allowed to change during the course of the Work unless approved by the Architect/Engineer.
 - The Bidder will be required to establish to the satisfaction of the Architect and Owner's Agent the
 reliability and responsibility of the persons or entities proposed to furnish and perform the Work
 described in the Bidding Documents.
 - a. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner's Agent or the Architect, after due investigations, has reasonable objection to any such proposed person or entity.
 - b. If the Owner's Agent or Architect has reasonable objection to any such proposed person or entity, the Bidder shall submit an acceptable substitute person or entity with an adjustment in his bid price, if any, to cover the difference in cost occasioned by such substitution.
 - c. The Owner's Agent may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification of the Bidder pursuant to this paragraph, bid security will not be forfeited.

1.21 SCHEDULING AND COMPLETION:

- A. Work shall be commenced by the date established in the Notice to Proceed, but in no case more than five (5) consecutive calendar days after such date, and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner's Agent. The work shall be Substantially Complete (as approved by the Architect and Owner).
- B. <u>Substantial Completion</u> shall be completed within <u>Eighty-Nine (89)</u> consecutive calendar days from Notice To Proceed; and
- C. <u>Final Completion</u> shall be completed within <u>Thirty (30)</u> consecutive calendar days from Substantial Completion.
- D. Due to the required operation schedule, the need to complete this work in order to redevelop the properties, <u>time is of the essence</u> for this Contract.

E. LIQUIDATED DAMAGES:

1. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner's Agent shall be entitled to retain or recover from the Contractor and/or its Surety, and liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner's Agent would incur as a result of delayed completion of the Work.

Substantial Completion Liquidated Damages Per Day: \$1,000.00

- 2. The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner's Agent because of the impracticality and difficulty of ascertaining actual damages the Owner's Agent will sustain. The Owner's Agent will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner's Agent will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner's Agent.
- 3. Permitting the Contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a wavier on the part of the Owner's Agent of any of his rights under the Contract.
- 4. Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within Thirty (30) consecutive calendar days after Substantial Completion. Liquidated Damages for punch list items shall commence on the (31st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner's Agent the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete:

Final Completion Liquidated Damages Per Day: \$500.00

1.22 REQUIREMENTS FOR LICENSED SUBCONTRACTORS:

A. The Contractor must complete a form provided by the Owner's Agent for every Subcontractor. The information required will be their license # and the expiration date.

END OF SECTION 00 10 00

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01 Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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EXHIBIT "C"

SUB-CONTRACTORS FORM

As the Bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name, Address, & License #:			
Work to be performed and amo	ount:		
	7dit.		
Subcontractor Name, Addres	ss, & License #:		
West to be performed and and	t.		
work to be performed and amo	ount:		
Subcontractor Name, Addres	ss, & License #:		
Work to be performed and amo	ount:		
Subcontractor Name, Addres	ss, & License #:		
We with the beautiful and and an all	ount:		
work to be performed and amo	ount:		
Subcontractor Name, Addres	ss, & License #:		
Work to be performed and amo	ount:		
Subcontractor Name, Addres	ss, & License #:		
Work to be performed and amo	ount:		
Name of Firm: _			
Authorized Signature: _			
Printed Name: _			
Title:			
Date: _			

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

EXHIBIT "D"

DRUG FREE WORKPLACE Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the The Panama City Housing Authority (PCHA) for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

EXHIBIT E

E-VERIFY

Contractor/Vendor/Consultant acknowledges and agrees to the following:

Contractor/Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. All persons employed by the Contractor/Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
- 2. All persons, including subcontractors, assigned by the Contractor/Vendor/Consultant to perform work pursuant to the contract with The Panama City Housing Authority (Owner).

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR

1.	This sworn statement is submitted to
	by
	for
	whose business address is
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
2.	I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), <u>Florida Statutes</u> , means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT Panama City, FL

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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- 5. I understand that a "person" as defined in Paragraph 287.133(1)I, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order] I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. Signature Sworn to and subscribed before me on this ______day of ______, 20____. Personally known OR Produced identification Notary Public- State of _____ My commission expires:

[printed, typed or stamped commissioned name of notary public]

EXHIBIT "G"

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:			
Authorized Signature:			
Printed Name:		_	_
Title:			
Date:			
Sworn to and subscribed be	efore me on this	day of	, 20 .
Personally known OR Prod	luced identification		
Notary Public- State of			
My commission expires: [printed, typed or stamped commissioned name of notary public]			

EXHIBIT "H"

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any PANAMA CITY HOUSING AUTHORITY(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, spouse or family member, etc., of their firm.

Indicate either "yes", or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES	_	NO	
NAME(S)		POSITION(S)	
Name of Firm:			
Authorized Signature:			
Printed Name:			
Title:			
Date:			

EXHIBIT "I"

ADDENDUM ACKNOWLEDGEMENT

r acknowledge receipt of the	e following addenda:		
ADDENDUM NO		DATED	
Name of Firm:			
Authorized Signature:			
Printed Name:			
Title:			
Date:			

It is the responsibility of the firm to ensure that they have received addendums if issued. Email jsorci@floridaarchitects.com prior to submitting your proposal to ensure that you have received addendums.

EXHIBIT "J"

LABOR AND MATERIAL PAYMENT BOND

BY THIS BOND, We,		as Principal
and THE PANAMA CITY HOUSING AUTHORITY (PC	, a corporation, a	s Surety, are bound to the
THE PANAMA CITY HOUSING AUTHORITY (PC	HA), in the sum of \$	for the
payment of which we bind ourselves, our heirs, pand severally.	personal representatives, s	uccessors, and assigns, jointly
Principal and PCHA entered into a contract da	atedwhi	
incorporated by reference. THE CONDITIONS	S of this bond is such tha	at:
1. If the Principal shall promptly rand corporations furnishing materials for or provided for in such Contract, and any authorinsurance premiums on said work, and fo subcontractor or otherwise, then this obligat force and effect.	performing labor in th rized extension or modif r all labor, performed	e prosecution of the work ication thereof, including all in such work whether by
2. If Surety, for value received, hereby stime, alteration or addition to the terms of thereunder or the specifications accompanyi on this bond, and it does hereby waive notice or addition to the terms of the Contract or to the Further, no final settlement between PHCA beneficiary hereunder, whose claim may be unlikely the Contractor shall promptor all labor and material used or required for them this obligation shall be null and void; other signed and Sealed this	If the Contract or to the fing the same shall in an e of any such change, end work or to the specific and the Contractor shansatisfied. If the Contractor shansatisfied and the payment to all the payment the payment to all the payment the payment to all the payment to all the payment to all the payment the	e work to be performed by wise affect its obligation extension of time, alteration eations. all abridge the right of any I claimants, defined below, obligations of this Contract, ull force and effect.
COMPANY/CORPORATE PRINCIPAL	Attest:	
Ву:		Seal:
Its:		
Acknowledged and subscribed on		. 20 .
before the undersigned authority by		, as the
	of the	Company/Corporation
authorization of the Corporation.	named	as Principal and with due
addition Edition of the Corporation.	Notary Public	
SURETY	Attest:	
Ву:	Se	al:
Countersigned: Bv:		
By:Attorney-in-Fact, State of Florida		

EXHIBIT "K"

PERFORMANCE BOND

BY THIS BOND, We,	as Principal
and are bound to the PANAMA CITY HOUSING AUTH	, a corporation, as Surety,
are bound to the PANAMA CITY HOUSING AUTH	HORITY (PCHA), as, in the sum
of \$	for the navment of which we
of \$bind ourselves, our heirs, personal representatives,	successors, and assigns, jointly and severally. THE
CONDITIONS of this bond are that if Principal:	successors, and assigns, joiner, and severally. The
·	
Performs the contract dated	, 20, between Principal
and the PHCA for construction of contract being made a part of this bond by	, the
prescribed in the contract; and	reference, at the times and in the manner
Promptly makes payments to all claimants, as	defined in section 255.05(1), Florida Statutes,
supplying Principal with labor materials or supplied	es, used directly or indirectly by Principal in the
prosecution of the work provided for in the contract	
3. Pays Owner all losses, damages, expenses, proceedings, that PHCA sustains because of a de	
4. Performs the guarantee and warranty of all w	
for the time specified in the contract, then this bon	
5. Any action instituted by a claimant under this	
the notice and time limitation provisions in Section or under the contract documents and compliance.	
connected with the contract or the changes does in	
	· · · · · · · · · · · · · · · · · · ·
The Surety and the Contractor consent a and for Bay County, Florida.	nd yield to the jurisdiction of the Civil Courts in
CORPORATE PRINCIPAL	Attest:
Ву:	Seal:
Its:	
Acknowledged and subscribed on before the undersigned authority by	, 20, , as the
before the undersigned authority by	, as the, as the, as the,
	named as Principal and with due
authorization of the Company/Corporation.	
	Notary Public
	Notary Fubilo
SURETY	Attest:
D. a	Sool
By:	Seal:
Countersigned:	
By:	

EXHIBIT "L"

UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS

(Version 02.16.2018)

[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts ("Rider") must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]

A. *Definitions.* As used in this Rider:

- (1) "Awarding Entity" means the entity awarding the Contract. The Awarding Entity may be the Owner or a contractor at any tier.
- (2) "Owner" means The Panama City Housing Authority (PCHA).
- (3) "Director" means the Executive Director of PCHA entering into this Contract.
- (4) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.
- (5) "Contract" refers to the contract or the agreement between the Awarding Entity and the Contractor.
- (6) "Contractor" means the entity performing the services pursuant to a Contract.
- (7) "Federal Agency" means the U.S. agency or agencies funding this Contract in whole or in part.
- (8) "Government" means the U.S. government.
- (9) "Rider" means this Uniform Federal Contract Provisions Rider.
- **B.** Termination and Remedies for Breach of Contract. The following provisions concerning remedies for breach of contract and termination apply to Contracts between the Owner and their Contractor.
 - (1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the Owner may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the Owner may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the Owner may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or (iii) have the services under this Contract completed by such means and in such manner,

by contract procured with or without competition, or otherwise, as the Owner may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the Primary Entity shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the Owner, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the Owner. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Owner may be charged against and deducted out of monies earned by the Contractor.

- (2) **Termination.** The Owner shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:
 - a. **Termination for Cause**. The Owner shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the Owner to be necessary, the Owner shall effect termination according to the following procedure:
 - i. Notice to Cure. The Owner shall give written notice of the conditions of default signed by the Director, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Director may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.
 - ii. Opportunity to be Heard. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Director may declare the Contractor in default. Before the Director may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days' notice. The Director may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.
 - iii. Notice of Termination. After an opportunity to be heard, the Director may terminate the Contract, in whole or in part, upon finding the Contractor in default. The Director shall give the Contractor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date

is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

- iv. *Grounds for Default*. The Owner shall have the right to declare the Contractor in default:
 - 1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;
 - 2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
 - 3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner;
 - 4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law:
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

- f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a Owner vendor.
- 5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- 6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for Owner or other government work.
- v. Basis of Settlement. The Owner shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the Owner in its Notice of Termination. The Owner shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the Owner in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.
- b. **Termination for Convenience**. The Owner shall have the right to terminate the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.
- c. Termination due to Force Majeure

- i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.
- ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Director to excuse the nonperformance and/or terminate the Contract. If the Director, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Director shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.
- iii. If the Owner terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

d. Termination due to Reductions in Federal Funding

- i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the Owner shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contractreimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.
- ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar

days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Owner shall not be bound to utilize any of the Contractor's suggestions and that the Owner shall have sole discretion as to how to effectuate the reductions.

- iii. If the Owner reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.
- **C. Standard Provisions.** The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:
 - (1) *Reporting*. Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, Owner or any other State or Federal governmental agency with jurisdiction.
 - (2) *Non-Discrimination*. Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.
 - (3) Environmental Protection. If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.
 - (4) *Energy Efficiency*. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).
 - (5) *Debarment*. The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.
 - (6) Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf) in accordance with its instructions; and
- (c) It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.
- (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (7) Solid Waste Disposal Act. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (8) *Documentation of Costs*. All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.
- (9) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for five years after final payment under the Contract is made and all other pending matters are closed.
- (10) Records Access. The Contractor shall grant access to the Owner, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- (11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be

let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

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

(12) *Intangible Property.*

- a. Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.
- b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the Owner. The Copyrightable Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the Owner shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the Owner, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written

- permission of the City. The Owner may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Owner and set forth in the license.
- c. The Contractor acknowledges that the Owner may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the Owner upon execution of this Contract.
- e. The Contractor shall promptly and fully report to the Owner any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- f. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for Owner or governmental purposes.
- **D.** Special Provisions for Construction Contracts. If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):
 - (1) Federal Labor Standards. The Contractor will comply with the following:
 - a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of \$2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the

- City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.
- b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- c. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.
- d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.
- (2) Equal Employment Opportunity. Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of \$10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000.

- 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 areas 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, Directors, 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 organization's 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 on-site supervisory personnel such as Directors, 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.
- 1. 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 non-segregated 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 supervisor's 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 work force 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 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- 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 hiring of local or other areas residents (e.g., those under the Public

Works Employment Act of 1977 and the Community Development Block Grant Program).

(3) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be

declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]

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- (1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:
 - a. Definitions. The following definitions apply to this section (D).
 - i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 et seq.).
 - ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.
 - iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

- iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- b. Allocation of Principal Rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- c. Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.

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i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the Owner and the Federal Agency of the acceptance of

- any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
- ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Owner and the Federal Agency within two years of disclosure to the Owner and the Federal Agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.
- iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.
- d. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

- If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Federal Agency may only request title within 60 calendar days after learning of the failure of the Contractor to disclose or elect within the specified times.
- ii. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.

- iii. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- e. Minimum Rights to Contractor and Protection of the Contractor Right to File
 - i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.
 - ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of

Government-owned inventions, any decision concerning the revocation or modification of the license.

- f. Contractor Action to Protect the Government's Interest
 - i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
 - ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.
 - iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

 The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts,

- regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.
- h. Reporting on Utilization of Subject Inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- i. Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- j. March-in Rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive

licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:

- Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
- iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or
- iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- k. *Special Provisions for Contracts with Nonprofit Organizations.* If the Contractor is a nonprofit organization, it agrees that:
 - Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor:
 - ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
 - iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
 - iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a

subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv).

1. *Communication*. The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the Owner upon request.

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

		Goal	
<u>Trade</u>	<u>(</u>	perce	<u>nt)</u>
Electricians	9.0	to	10.2
Carpenters	27.6	to	32.0
Steamfitters	12.2	to	13.5
Metal Lathers	24.6	to	25.6
Painters	28.6	to	26.0
Operating Engineers	25.6	to	26.0
Plumbers	12.0	to	14.5
Iron Workers (structural)	25.9	to	32.0
Elevator Constructors	5.5	to	6.5
Bricklayers	13.4	to	15.5
Asbestos Workers	22.8	to	28.0
Roofers	6.3	to	7.5
Iron Workers (ornamental)	22.4	to	23.0
Cement Masons	23.0	to	27.0
Glazers	16.0	to	20.0
Plasterers	15.8	to	18.0
Teamsters	22.0	to	22.5
Boilermakers	13.0	to	15.5
All Other	16.4	to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present 6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
 - 4. As used in this Contract, the "covered area" is the local Municipality.

FEDERAL EXHIBIT 2

EXHIBIT

Federal Labor Standards Provisions (<u>Non-Davis Bacon</u>)¹
Federal Emergency Management Agency
(10/27/2015)

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. Compliance with the Copeland "Anti-Kickback" Act.

- 1. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- B. <u>Compliance with the Contract Work Hours and Safety Standards Act.</u> The provisions of this Section B are applicable where the amount of the prime contract exceeds \$100,000.
 - 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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¹ This version of Exhibit 2 applies to contracts funded by FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program. Do not use this version of Exhibit 2 in connection with FEMA programs that are subject to the Davis-Bacon Act; such programs are the Emergency Management Preparedness Grant Program, the Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this Section B 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 Owner of Columbia or a territory, to such Owner 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 paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The Municipality shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated §damages as provided in the clause set forth in paragraph (2) of this section.
- 4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section B 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 paragraphs (1) through (4) of this section B.
- C. <u>Health and Safety</u>. 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 FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL EXHIBIT 3

FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") RIDER (10/27/2015)

For use with contracts funded by the FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program

(This Rider should not be used with contracts funded by the following FEMA Programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. This Rider should be accompanied by the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.)

- 1. <u>Suspension and Debarment</u>. Section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is supplemented with the following provisions:
 - (a) This contract is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this contract, the Contractor certifies that it is in compliance with 2 C.F.R. Parts 180 and 3000.
 - (b) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the term of this contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (c) The certification in paragraph (a), above, and section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is a material representation of fact relied upon by the Municipality. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Municipality and, if applicable, the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 2. <u>Davis-Bacon Act</u>. For the purposes of Section D(1)(a) of the Uniform Federal Contract Provisions Rider, compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) is not required of the Contractor pursuant to FEMA regulations. However, if this Contract is funded by another federal funding source (e.g., the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the contract documents.
- 3. <u>Rights to Inventions Made Under a Contract or Agreement</u>. Section E of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts does not

apply to the following FEMA Programs: Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.

- 4. <u>Copeland "Anti-Kickback" Act.</u> The Contractor shall comply with provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (A).
- 5. <u>Contract Work Hours and Safety Standards Act</u>. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (B).

6. Access to Records.

- (a) The Contractor agrees to provide the Municipality, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Contractor agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.
- (c) The Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- 7. <u>Logos</u>. The Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- 8. <u>Compliance with Law</u>. The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only and agrees to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 9. <u>Federal Government not a Party</u>. The Contractor acknowledges and understands that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Municipality, Contractor or any other party pertaining to any matter resulting from the contract.
- **10.** <u>False Claims</u>. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this contract.

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Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the <u>Twenty-Fifth</u> day of <u>February</u> in the year <u>Two Thousand</u> Twenty

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Panama City Housing Authority (PCHA), Other 2315 Ruth Hentz Avenue
Panama City, FL 32405

Telephone Number: 850 769 2358

This document has important legal consequences.
Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:

(Name, legal status, address and other information)

TBD

for the following Project:

(Name, location and detailed description)

PCHA - Phase 1 Demolition Project PCHA RFP No. 2020-01

Panama City, Florida

Demolition of the Massalina Memorial Homes Site and the Fletcher Black Memorial Homes Site - Refer to Project Manual/Specification Section 01 10 00, Summary.

The Architect:

(Name, legal status, address and other information)

Florida Architects, Inc. (FLA) 103 W. 5th Street Panama City, Florida 32401 Telephone Number: 850.257.5400

The Owner and Contractor agree as follows.



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TABLE OF ARTICLES 1 THE CONTRACT DOCUMENTS DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION **CONTRACT SUM PAYMENTS INSURANCE GENERAL PROVISIONS OWNER** CONTRACTOR **ARCHITECT CHANGES IN THE WORK** 11 TIME 12 PAYMENTS AND COMPLETION 13 PROTECTION OF PERSONS AND PROPERTY 14 CORRECTION OF WORK 15 MISCELLANEOUS PROVISIONS 16 TERMINATION OF THE CONTRACT 17 OTHER TERMS AND CONDITIONS ARTICLE 1 THE CONTRACT DOCUMENTS The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract .1 this Agreement signed by the Owner and Contractor; .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows: Drawings: Number Title Date Not Used Specifications: Section Title **Pages Project** PCHA Phase 1 Demolition Project PCHA RFP No. 2020-Manual/Specifications 01 Project

Pages

Manual/Specification

Date

addenda prepared by the Architect as follows:

Number

.5 other documents, if any, identified as for	follows:	
ARTICLE 2 DATE OF COMMENCEMENT AND SUBST § 2.1 The Contract Time is the number of calendar d Work.		actor to substantially complete the
§ 2.2 Date of Commencement: Unless otherwise set forth below, the date of comme (Insert the date of commencement if other than the date)		of this Agreement.
Date of Commencement shall be determined by the	Owner's written Notice-To	o-Proceed date.
§ 2.3 Substantial Completion: Subject to adjustments of the Contract Time as prov Substantial Completion, as defined in Section 12.5, of (Check the appropriate box and complete the necess	of the entire Work:	ments, the Contractor shall achieve
[X] Not later than Eighty-Nine (89) calendar da	ys from the date of commo	encement.
[] By the following date:		
ARTICLE 3 CONTRACT SUM § 3.1 The Contract Sum shall include all items and so Work. Subject to additions and deductions in accord		
<u>TBD</u> (\$)		THE RESERVE OF THE PARTY OF THE
§ 3.2 For purposes of payment, the Contract Sum inc (Itemize the Contract Sum among the major portions		s related to portions of the Work:
Portion of the Work	Value	
<u>TBD</u>		
§ 3.3 The Contract Sum is based upon the following Documents and hereby accepted by the Owner: (Identify the accepted alternates. If the bidding or presubsequent to the execution of this Agreement, attacked and the date when that amount expires.)	oposal documents permit	the Owner to accept other alternates
<u>TBD</u>		
§ 3.4 Allowances, if any, included in the Contract Su (Identify each allowance.)	m are as follows:	
Item	Price	
Not Applicable		
§ 3.5 Unit prices, if any, are as follows: (Identify the item and state the unit price and quantity)	ty limitations, if any, to wh	nich the unit price will be applicable.)

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this

Agreement; and

Item Units and Limitations Price per Unit (\$0.00)
TBD

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

Refer to Specification Section 00 70 00, General Conditions, Form HUD-5370 for the Conditions of the Contract, including Exhibit AA, U.S. Department of labor Davis Bacon Payroll Form

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

- § 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:
- § 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One-Million Dollars (\$ 1,000,000) each occurrence, One-Million Dollars (\$ 1,000,000) general aggregate, and One Million Dollars (\$ 1,000,000) aggregate for products-completed operations hazard.
- § 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One-Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- § 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 5.1.4 Workers' Compensation at statutory limits.
- § 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$ policy limit. Not Used.
- § 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

Coverage

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an

- increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.
- § 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

- § 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.
- § 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. (Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

- § 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site. Not Used.
- § 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.
- § 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

- § 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.
- § 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- § 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

- § 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.
- § 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.
- § 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- § 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

- § 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.profit not to exceed fifteen percent (15%).
- § 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.
- § 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

- § 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.
- § 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.
- § 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may

similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

- § 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.
- § 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- § 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.
- § 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

- § 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- § 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

- § 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.
- § 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.
- § 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may
 - .1 take possession of the site and of all materials thereon owned by the Contractor, and
 - .2 finish the Work by whatever reasonable method the Owner may deem expedient.
- § 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

Refer to Specification Section 00 70 00, General Conditions, Form HUD-5370 for the Conditions of the Contract, including Exhibit AA, U.S. Department of labor Davis **Bacon Payroll Form**

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)	CONTRACTOR (Signature)
Teri Henry, Executive Director	
(Printed name and title)	(Printed name and title) LICENSE NO.: JURISDICTION:

SECTION 00 31 00 - BID PROPOSAL FORM

(EXHIBIT "A")

PART 1 - GENERAL

1.1 BID FOR CONSTRUCTION CONTRACT FOR: <u>PANAMA CITY HOUSING AUTHORITY</u> PHASE 1 DEMOLITION PROJECT PCHA RFP No.2020-01:

A.	BID FROM:	

(herein after called "Bidder") a Corporate organized and existing under the laws of the State of Florida, a Partnership, or an individual.

B. **TO:** The PANAMA CITY HOUSING AUTHORITY (PCHA) 2315 Ruth Hentz Avenue Panama City, FL 32405

Attention: Mike Johnson, Project Manager

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person and herein mentioned has any interest in this proposal or in the contract to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

- C. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the drawings and specifications for the work and the contractual documents relative thereto (available by registering to bid with the Architect), and has read all the special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.
- D. The Bidder proposes and agrees, if this Bid is accepted, to contract with The Panama City Housing Authority in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the scope-of-work identified in full and complete accordance with the shown, noted, described, and intended requirements of the Contract Documents to the full and entire satisfaction of Florida Architects, Inc. with a definite understanding that no money will be allowed for extra work except as set for in the Contract Documents, the Bidder makes the following proposal.
- E. The Bidder further proposes and agrees to commence work under this Contract no later than FIVE (5) consecutive days from the date established in the Notice to Proceed issued by the Architect, and be <u>Substantially Complete</u> within the time as specified in Section 00 10 00, <u>Instructions to Bidders, Paragraph 1.21. Liquidated Damages apply for failure to perform as specified in the Project Manual.</u>
 - 1. It is planned that the Intent To Award will be issued on or about February 19, 2020 on the Owner's and Architect's Procurement Websites.
 - 2. The Proposed Executed Construction Contract (including bonds and insurance) is intended to be approved by the Owner by February 26, 2020.
 - 3. It is the intent that the Notice to Proceed will be issued on February 28, 2020.

- F. After the date of Substantial Completion, an additional Thirty (30) calendar days will be allowed for the following:
 - 1. Completion of <u>all</u> punch-list items.
 - 2. Removal of equipment, excess materials, and remaining items from the site.
 - 3. Completion of all Contract close-out items.
- G. The Bidder further proposes and agrees to execute and deliver the said Contract and the required Certificates of Insurance and Bonds, all within five (5) consecutive calendar days after receipt of the Owner's Notice of Award.

1.2 CONSIDERATION OF BIDS:

- A. The Bidder agrees that this bid may not be withdrawn for a period of <u>sixty (60)</u> calendar days from the opening thereof.
- B. This Bid Form shall become a part of the Contract for Construction.

1.3 ACKNOWLEDGEMENTS:

- A. Complete and attach the Addenda to the Bidding Documents Acknowledgement Form Exhibit "I"
- B. Contractor acknowledges that he has read and understands Exhibit "L", Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts (Version 02.16.2018).
- C. Contractor acknowledges that he has read and understands Exhibit "M", Form HUD-5370 Conditions of the Contract and Exhibit "N", U.S. Department of Labor Payroll Form.

1.4 BID AMOUNTS:

A.		e-Bid Amount: For all work associated and described on the Drawings and the cifications not described as an Alternate:
	1.	Base-Bid Amount (In Words):
		Dollars
		(\$)
	2.	Show in both words and figure. In case of discrepancy, amount shown in words shall govern.
1.5	UNI	T PRICE AMOUNTS:
A.	Cos	t of work to demolish and remove existing concrete sidewalks:
	1.	Dollars Per Cubic Yard
		(\$)
	2.	Show in both words and figure. In case of discrepancy, amount shown in words shall

B. Cost of work to demolish and remove existing concrete curbs and gutters:

govern.

	1.	Dollars Per Cubic Yard
		(\$
	2.	Show in both words and figure. In case of discrepancy, amount shown in words shall govern.
C.	Cost	of work to demolish and remove existing roadways and parking areas:
	1.	Dollars Per
		(\$)
	2.	Show in both words and figure. In case of discrepancy, amount shown in words shall govern.
1.6	SIGN	NATURES
A.		undersigned Bidder holds Florida Construction Industry Licensing Board Certification ber:
	Resp	pectfully submitted,
	1.	(FIRM NAME)
	2.	Address:
	3.	By:(Signature of Authorized Officer)
	4.	Print Name &Title:
	5.	Witness:
	6.	(Seal if bid is by a Corporation) (SEAL)

1.7 DISCLAIMER

A. The Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01 Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

END OF SECTION 00 31 00

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

SECTION 00 44 00 - BID BOND (AIA DOCUMENT A310)

(EXHIBIT "B")

See Attached AIA Document

END OF SECTION 00 44 00

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)
Panama City Housing Authority (PHCA)
2315 Ruth Hentz Avenue
Panama City, FL 32405

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)
PCHA - Phase 1 Demolition Project
Massalina Memorial Homes Site & Fletcher Black Memorial Homes Site
Panama City, Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this day of ,		
	(Contractor as Principal)	(Seal)
(Witness)	(Title)	
	(Surety)	(Seal)
Witness)	(Title)	

Additions and Deletions Report for

AIA® Document A310[™] – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

User Notes:

Panama City Housing Authority (PHCA) 2315 Ruth Hentz Avenue Panama City, FL 32405

PCHA - Phase 1 Demolition Project

Massalina Memorial Homes Site & Fletcher Black Memorial Homes Site Panama City, Florida

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(3B9ADA3D)

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Joseph J. Sorci, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:35:20 ET on 11/26/2019 under Order No. 6480638101 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310TM - 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)			
(Dated)			

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

SECTION 00 70 00 - GENERAL CONDITIONS (Form HUD-5370 1/2014)

See Form HUD-5370 (1/2014)

END OF SECTION 00 70 00

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

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

2. Contractor's Responsibility for Work

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

3. Architect's Duties, Responsibilities, and Authority

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

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site:
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and.
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

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

- promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to"; or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

- required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

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

11. Material and Workmanship

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

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

12. Permits and Codes

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

- waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.
- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.
- 13. Health, Safety, and Accident Prevention
- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et sea.: and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within 89 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

- basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved
 - submitted not later than ______ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:			
Title:			
 Date:			

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

- Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

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

- responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

 (1) In the specifications (including drawings and designs);
 (2) In the method or manner of performance of the work;
 - PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

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

30. Suspension of Work

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

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

31. Disputes

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

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$1,000.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

- completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

- per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
- (3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

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

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

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

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

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

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246. as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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).

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

(a) Minimum Wages.

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

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

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
 - (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
 - (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

- make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable
 - (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

program is approved.

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$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 provisions set forth in subparagraph (j)(1) of this
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOLrecognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.
- 48. Procurement of Recovered Materials.
- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

EXHIBIT AA, Section 00 70 00

U.S. Department of Labor

Wage and Hour Division

PAYROLL



(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. Rev. Dec. 2008 NAME OF CONTRACTOR OR SUBCONTRACTOR OMB No.:1235-0008 Expires: 04/30/2021 PROJECT OR CONTRACT NO. PROJECT AND LOCATION PAYROLL NO. FOR WEEK ENDING (1) (3) (4) DAY AND DATE (5) (9) (2)(6) (7) NO. OF WITHHOLDING EXEMPTIONS DEDUCTIONS NET NAME AND INDIVIDUAL IDENTIFYING NUMBER **GROSS** WITH-WAGES (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY WORK TOTAL RATE AMOUNT HOLDING TOTAL PAID NUMBER) OF WORKER CLASSIFICATION HOURS WORKED EACH DAY HOURS OF PAY EARNED **FICA** TAX OTHER DEDUCTIONS FOR WEEK

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date	<u></u>	
1.		
(Name of Sig	natory Party)	(Title)
do hereby state:		
(1) That I pay or super	vise the payment of the persons emplo	oyed by
		on the
	(Contractor or Subcontractor)	
(Destinition of the		ing the payroll period commencing on the
(Building or	•	
day of	,, and ending the	day of,,
	d project have been paid the full weekl directly or indirectly to or on behalf of s	ly wages earned, that no rebates have aid
		from the ful
	(Contractor or Subcontractor)	
3 (29 C.F.R. Subtitle A), issu		deductions as defined in Regulations, Part e Copeland Act, as amended (48 Stat. 948 escribed below:
correct and complete; that the applicable wage rates contain	he wage rates for laborers or mechanic	o be submitted for the above period are cs contained therein are not less than the prated into the contract; that the classifications he performed.
program registered with a S	tate apprenticeship agency recognized	ly registered in a bona fide apprenticeship by the Bureau of Apprenticeship and zed agency exists in a State, are registered

- with the Bureau of Apprenticeship and Training, United States Department of Labor.
 - - (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.

(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 STA	ATEMENTS MAY SUBJECT THE CONTRACTOR OR

SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SECTION 00 82 00 - SPECIAL CONDITIONS

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ARTICLE 1: Permits and Fees
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ARTICLE 4: Temporary Fencing and Security

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ARTICLE 7: Use of Premises, Barricades and Protection ARTICLE 8: Temporary Field Office, Facilities and Parking

ARTICLE 9: Cooperation - Disputes

ARTICLE 10: Cleanup

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ARTICLE 12: Changes to the Work

ARTICLE 13: Priority

ARTICLE 14: Cooperation with Public Service Companies ARTICLE 15: Substitution of Materials and Equipment

ARTICLE 16: Fastening Devices ARTICLE 17: Project Close-Out

ARTICLE 18 Historical and Archaeological Data Preservation ARTICLE 19 Environmental (Endangered Species) Requirements

ARTICLE 20: Indemnification

Attachment: Certificate of Substantial Completion Form Attachment: Certificate of Contract Completion Form

Attachment: Warranty-Guarantee Form

Attachment: Lien Waiver

PART I - GENERAL REQUIREMENTS:

These Special Conditions are hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier.

ARTICLE 1: PERMITS AND FEES:

- A. Building Permit: A local building permit IS required for this project. The Contractor shall obtain and pay for all required approvals and inspections for the project. The Contractor, Subcontractors, and Suppliers shall cooperate with the Owner in obtaining required approvals and inspections.
- B. Utility service disconnection fees (if required) and required utility disconnection fees, if any, will be coordinated by the Contractor and paid for by the Owner.
- C. Other Permits and Fees: Other than as noted above, the Contractor shall obtain and pay for all other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including any related inspection fees, in accordance with the contract between the Owner and the Contractor.
- D. The Owner has obtained Phase I Environmental Assessments and Asbestos Surveys for the properties and buildings included in this Project and the Report is included in the Project Manual.
- E. The Contractor and Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

ARTICLE 2: PROJECT SIGNS:

- A. The Contractor will provide the project sign(s) as designed by the Architect and approved by the Owner. One project sign is required for each site. The signs will be ONE (1) 8' x 12' professionally painted (or digital printed and mounted) plywood signs indicating the Architect, Contractor and the Owner. Location to be as directed by the Owner's Representative. No other signs or advertising shall be displayed on the premises without the approval of the Owner. This does not exclude the posting of required trade notices and cautionary signage by the Contractor or the Subcontractors. Directional signage indicating construction entrances, contractor parking, and other miscellaneous information shall be provided as required by the Contractor.
- B. See SECTION 01 50 10 PROJECT SIGN for additional requirements.

ARTICLE 3: LAYOUT OF WORK:

A. Refer to Section 01 31 00, Project Management and Coordination, for required Coordination.

ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure is currently on each site and WILL BE required for the duration of the construction period. The temporary fencing may need to be modified by the Contractor for the various phases of construction. The Contractor shall pay for any damages to the existing Owner's temporary fencing and gates.
- B. The services of a watchman will NOT be provided by the Owner or the Architect. The Contractor shall be responsible for, and make good, any loss due to theft or vandalism during construction for any claim not covered by Contractor's Builder's Risk Insurance.
- C. Subcontractors shall advise the Contractor and the Architect of any theft or damage which might delay the execution of the Work.
- D. See SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 5: MATERIAL STORAGE:

- A. Each Subcontractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work, or theft. Location shall be coordinated and approved by the Contractor and Owner. During progress of work on a daily basis and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.
- B. See SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractor and Subcontractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.
- C. See SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 7: USE OF PREMISES, BARRICADES AND PROTECTION:

A. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as

- the Contractor, Owner or Architect may establish.
- B. Before entering upon the Work, ascertain from the Contractor, as approved by the Owner and Architect, what entrances, routes, or roadways shall be used for access to the work, and use only the entrance, routes, and roadways designed for movement of personnel, materials, and vehicles to and from the work.
- C. Contractor shall provide and maintain in good repair barricades, fences, overhead protection, guard railings, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to this contract. Take reasonable precautions necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
- D. Whenever the Contractor intends to depart from the normal work hours, he shall notify the Owner and the Architect at least twenty (20) hours in advance. Failure of the Contractor to give such timely notice may be cause for the Architect to require the removal or uncovering of the Work performed during such time without the knowledge of the Architect but is subject to the approval of the Owner.
- E. Protect pavement, curbs, and all existing construction and improvements during the course of the Work and repair all parts of same which become damaged. Contractor and each Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets and other improvements resulting from his operations.
- F. Each Contractor and Subcontractor shall be responsible for all damage to the Owner's property and this project due to his operations. Repair or replacement of damaged items shall be to the satisfaction of the Owner and the Architect.
- G. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during excavation work to protect them from collapse or movement, or other type of damage until such time as they are removed or repaired, incorporated into the new work, or can be properly backfilled upon completion of new work.
- H. Maintain clearances adjacent to and in connection with the work performed.
- I. The Contractor and each Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
- J. All employees and people on-site shall maintain procedures as stated in the Contractor's safety program.
- K. Each Subcontractor shall assume full responsibility for the protection and safekeeping of products under his control which are stored on the site. Subcontractors must move any stored products, under Subcontractor's control, which interfere with operations of the Contractor, Owner or other Subcontractors as directed by the Contractor.
- L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The Contractor shall receive from each Subcontractor, a receipt of shipment for all materials and equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the permission of the Contractor and the Owner. No materials may be stored off-site unless approved in writing by the Contractor, Architect and Owner.
- M. Contractor and each Subcontractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety, or the safety of persons or property.
- N. All employees of the Contractor and Subcontractors shall conduct themselves in a proper manner. Any disruptive behavior by any employee will cause that employee to be barred from the construction site and the Owner's property. The use of AM/FM radios is prohibited. Animals are not allowed on the property.
- O. All pumping, bailing, or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire progress of this work shall be the responsibility of the Contractor performing said excavations and trenches due to their scope of work. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.
- P. Contractor shall prepare a Safety Plan which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project prior to initiating construction. Contractor to submit the Plan to the Architect and Owner.
- Q. <u>Contractor shall contract with a Florida Licensed Asbestos Mitigation entity who will prepare a Mitigation Plan submitted to the Architect and Owner for review. The asbestos mitigation are a mitigation.</u>

must be completed before any demolition can start.

R. The Contractor will obtain and pay for an existing site topographical and boundary survey from a Florida licensed professional surveyor in digital AutoCAD files of each project site for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built (Record) Drawings. The Surveyor shall provide an As-Built physical and topographical surveys at the end of the construction phase. These surveys are required to be submitted to the Architect and Owner for future project use.

ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The Contractor, Owner and the Architect will designate an area for construction trailers (if required), equipment and parking for all construction workers. Placement and schedule shall be coordinated with the Contractor.
- B. Contractor shall provide a temporary field office with a meeting room of adequate size, and other temporary buildings as may be necessary for his operations as approved by the Owner. Storage and maintenance facilities shall be as required in accordance with the local Fire Marshall having jurisdiction. The Contractor shall arrange for the temporary electrical service and other utilities in his area for their use.
- C. The Contractor and/or Subcontractors shall maintain his designated space for office and sheds if provided. This includes removal of weeds, debris, and trash. Clean and restore space at completion of the work.
- D. Field offices and sheds shall not be used for living quarters.
- E. Offices and sheds, when provided, shall be of suitable and safe design, maintenance, and appearance. Temporary facilities shall be securely anchored to the ground to resist wind speed at the specific site of construction.

ARTICLE 9: COOPERATION - DISPUTES:

- A. The completion of the Project within the described time is dependent upon the close and active cooperation at all those engaged therein. Therefore, it is expressly understood and agreed that the Contractor and Subcontractors shall lay out and install his work at such time, and in such manner as not to delay or interfere with the carrying forward of the work of others, and as directed by the Contractor.
- B. In the event of any dispute arising as to possible or alleged interference between the various Subcontractors, which may retard the progress of the Work, the same shall be adjusted by the Contractor.

ARTICLE 10: CLEANUP:

A. Contractor and Subcontractors shall be responsible for clean-up. Each Contractor shall clean their respective work areas on a daily basis as a minimum.

ARTICLE 11: QUALITY CONTROL:

- A. It is the Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which are a part of the Contract Documents. It is also the Contractor's and the Subcontractor's responsibility to reject or condemn work performed by his forces or the Sub-Subcontractor's forces which does not comply with the requirements set forth in the Contract Documents, or as required by law, codes, etc. NOTE: If a conflict appears between the tolerances and quality assurance of published industry standards and the requirements of the Contract Documents, the Contract Document requirements will govern.
- B. The Owner, Engineer and Architect will conduct periodic observations of the Work as it progresses. Should the Owner, Engineer or the Architect reject any portion of the Work, he

- will promptly notify the Contractor with a Notice of Non-Conformance/Rejected Work. The Contractor will immediately provide the responsible Subcontractors with a Notice of Non-Conformance/Rejected Work and upon receipt of such notification shall, within 48 hours, inform the Contractor, Owner and Architect of his intended plan of action.
- C. The Contractor and Subcontractors should be aware that no monies will be awarded against defective work until such work is completed in a manner satisfactory to the Owner and Architect. In addition, the A/E, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.
- D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
- E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 12: CHANGES TO THE WORK:

- A. During the course of the Contractor's and Subcontractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents and/or the nature and extent of the work as specified and described in the Contract Documents.
- B. The occurrence of such events may cause the Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The Contractor, Subcontractor(s) or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case. The changes shall be made as documented in Section 00 70 00, Form HUD-5370, General Conditions of the Contract.

ARTICLE 13: (Not Used):

ARTICLE 14: COOPERATION WITH PUBLIC SERVICE COMPANIES:

A. Contractors shall notify the appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and right-of-ways that could be hazardous to life, limb, health or property. The Contractors will he held solely responsible for any injury, damage to existing utilities, or damaged property.

ARTICLE 15: SUBSTITUTION OF MATERIALS AND EQUIPMENT:

- A. All bids submitted shall be based on materials, equipment, and apparatus of the quality and make specified. The Architect will include at least three (3) approved manufacturers, as reasonably possible, but the manufacturers shall comply with the basis-of-design specifications. The Bidder's attention is directed to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal. However, Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than specified or shown by name, make, or catalog number, shall make written request to the Architect timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of bids. Such requests shall be accompanied by data supporting the claim to equality or equivalence.
- B. "Or Equal": The Contractor and Subcontractors shall not decide that another product is equal or equivalent to the brand, or model specified. The Architect is solely charged with this

- responsibility and judgment. Where "or equal" is stated in the Specifications, it is the Architect/Engineer's and not the Contractor's or Subcontractor's decision as to what brands or suppliers qualify as equal, or equivalent, or do not qualify as equal or equivalent.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
- D. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned. However, it is the responsibility of the Contractor to ensure that the approved item meets all requirements of the Contract. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein. If a substitute item is bid without prior written approval, the Architect holds the option to void that bid, or require that the work be incorporated as specified at no additional cost to the Owner or Architect.
- E. Under no circumstance will the Architect/Engineer be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.
- F. Where more than one (1) manufacturer's product is listed, the listing is not necessarily in order of preference, and all will be considered as equally acceptable as long as they meet the design requirements of the Contract Documents and as determined by the Architect/Engineer.
- G. The Contractor shall provide the same guarantee for an approved substitution, if approved, that is originally required for the originally specified product.

ARTICLE 16: FASTENING DEVICES:

- A. All exposed screw and bolt heads in secure spaces throughout the interior of the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:
 - 1. Any item which requires periodic access for maintenance shall have "spanner-head" fastening devices, or approved equal, which enables removal of the fastener with appropriate special tools.
 - 2. All exposed fastening devices shall be of tamper-proof design, where ever possible, as approved by the Architect/Engineer.
 - 3. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

- A. The Contractor and each Subcontractor shall be responsible for collecting, identifying, and collating the following materials, as applicable to his portion of the Work, and shall submit the same (in duplicate) to the A/E. The Contractor, shall properly organize the materials from himself and the various Contractors and Subcontractors into hard cover, 3-ring binders, and shall deliver copies of the finished books to the A/E for verification. The Architect/Engineer will deliver the approved copies to the Owner for approval. This process, together with the As-Built Drawing requirements, must be completed before the Final Certificate for Payment will be issued by the Architect.
- B. INDEXING: All information shall be organized with categories indexed as per the project close-out index. The individual categories shall also be organized and indexed as per Section of the Specifications.
- C. LISTING OF CONTRACTOR AND SUB-CONTRACTORS: The Contractor shall provide a

listing of all Sub-Contractors performing work on the site. Required information shall be as follows:

(Example)

Division 1

CM / Contractor Representative's Name

Company Name

Title

Address

Phone Number

Facsimile Number

Division 2

Earth Moving and Site Grading

Representative's Name

Title

Company Name

Phone Number

Address

Facsimile Number

- D. CERTIFICATE OF SUBSTANTIAL COMPLETION: The Contractor shall insert, at this point, a copy of the fully executed Certificate of Substantial Completion on the form incorporated in the project documents, as future reference for the Owner.
- E. CERTIFICATE OF STRUCTURES LOCATIONS: The Contractor shall have a state registered surveyor certify, in writing, with seal affixed, that the location of all new structure(s) is in compliance with the Contract Documents.
- F. CONSENT OF SURETY: The Contractor and Contractors shall provide a Consent of Surety on A.I.A. Document G707, Latest Edition.
- G. WARRANTY, GUARANTEE AND BONDS:
 - The Contractor and Subcontractors shall, and hereby does guarantee all Work and materials called for in the Contract Documents, including all work performed by the Contractor and his Subcontractors, for a minimum period of one (1) year from the date of Substantial Completion of the building, unless a longer Warranty/Guarantee time is specified by individual Sections.
 - 2. Warranty, guarantee and bonds will be as stated in the Contractor's contract.

H. AS-BUILT DRAWINGS:

- 1. Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Architect/Engineer.
- 2. Refer to Article 3.11.1, Record Drawings, for specified process and requirements.
- 3. The Contractor will obtain and pay for an existing site topographical and boundary survey from a Florida licensed professional surveyor in digital AutoCAD files of each project site for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built (Record) Drawings. The Surveyor shall provide an As-Built physical and topographical surveys at the end of the construction phase. These surveys are required to be submitted to the Architect and Owner for future project use.

ARTICLE 18: HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION:

A. The Contractor agrees to facilitate the preservation and enhancement of structures and

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Architect. Construction within the immediate area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

ARTICLE 19 ENVIRONMENTAL REQUIREMENTS:

A. Endangered Species. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of the Architect. Construction within the affected area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the Florida Fish and Wildlife Conservation Commission.

ARTICLE 20: INDEMNIFICATION:

A. To be as stated in the Contract between Owner and Contractor.

END OF SECTION 00 82 00

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01 Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: Project No. The work performed under the Contract da	
and	,
for the construction of	(Building Name)
was found to be Substantially Completed	as of(Date).
accordance with the Plans and Specification	nean that the construction is sufficiently completed in ons, as modified in any Change Order agreed to by the parties, and/or utilize the facility/project for the use for which it was or to the facility.
failure to include an item on it does not alt	d is appended hereto. This list may not be exhaustive and the er the responsibility of the Contractor or the Contractor to he Contract Documents, including authorized changes thereto.
The Contractor will complete or correct the consecutive calendar days from the Date	e work on the list of items appended hereto within fifteen (15) of Substantial Completion.
Owner assumed full possession of the fac	ility above described on
date and the one-year warranty period or	vide utilities, under the Contract Documents shall cease that other specified warranty/guarantees so specified shall begin. ordance with provisions as amended in the Contract Documents.
(Architect/Engineer)	(Authorized Representative)
(Contractor)	(Authorized Representative)
(Owner)	(Authorized representative)

PANAMA CITY HOUSING AUTHORITY
PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01
Panama City, FL

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

CERTIFICATE OF CONTRACT COMPLETION AGENCY/OWNER: PROJECT: CONTRACTOR: **CONTRACT FOR: CONTRACT DATE:** CONTRACT AMOUNT: CONTRACTOR'S AFFIDAVIT: I solemnly swear (or affirm): That the work under the above named Contract and all Amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project will be paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance. CONTRACTOR: Signature: (SEAL) STATE OF _____ COUNTY OF ____ Personally appeared before me this ______ day of _____, known (or made known) to me to be the (OWNER) OR (PARTNER)_____ (Corporate Official Title) Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence. (Notary Public) (Type Name): _____

My Commission Expires:

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01 Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

WARRANTY - GUARANTEE

Subm	it for each individual Warranty – Guarantee specified in each Section of the Specifications:
Divisio	on No.:
Section	on No.:
Title N	No.:
TO:	(Owner)
RE:	(Project Name)
(Contr	ractor's Name):, does hereby certify to all guarantees and warranties taking effect on the date of
Substa Const said g	antial Completion and shall remain in force as required by the Contract Documents for the ruction of; and further certifies that all labor, materials, equipment or items necessary to execute luarantees and warranties shall be furnished at no cost to the Owner for the duration of each intee or warranty period.
	RANTY – GUARANTEE PERIOD:
(Contr	ractor's Name)
(Addre	ess)
Ву:	(type name of signee below)
Title: _	
Sworn	n to and subscribed before me this
(NOT	ARIAL SEAL)
	day of,
Notary	y Public, State of Florida
My Co	ommission Expires:

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned Lienor,	in consideration of the progress payment sur	n in the amount of
\$, and a total amount \$	paid to date
including this progress pa	ayment, hereby waives and releases its lien a	nd right to claim a lien for labor,
services or materials furr	nished through the date of	
to PANAMA CITY HOUSIN	NG AUTHORITY (Owner), on the job of PHASE	I DEMOLITION PROJECT to the
following property:		
This waiver and release of	does not cover any retention or labor, service	s, or materials furnished after the
date specified.		
Lienor's Signature:		
Lienor's Printed Name &	Title:	
Address:		
Personally know	n	
Provided the foll	lowing identification:	
State of: Florida		
County of: <u>Bay</u>		
The foregoing instrumen	nt was acknowledged before me this	day of,
·		
(NOTARIAL SEAL)		
Notary Public, State of Fl	lorida:	
My Commission Expires:		

END OF SECTION 00 82 00

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

SECTION 00 91 00 - TRENCH SAFETY AFFIDAVIT

(NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subparagraph P will be adhered to during trench excavation in accordance with tentative assignments to Florida Statute 553.60 through 553.64 inclusive (1990), "Trench Safety Act."								
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	Unit Cost					
Trench Safety								
		(Signature)		(Date)				
STATE OF								
COUNTY OF								
acknowledgements known to me, o or did not executed the foreg same.	CERTIFY that on this days, personally appeared or who producedtake an oath, and to me oing instrument and ack	known to be the p knowledged before	as identificat erson described ir me that he/she ex	personally ion, and who did and who ecuted the				
WITNESS my hand and official seal in the County and State last aforesaid this, 20								
		Notary Public						
		Type/Print Name)					
	Notary Public Commission No.							
My Commission expires:								

END OF SECTION 00 91 00

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01 Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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SECTION 01 10 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Phased demolition.
- 4. Work by Owner.
- 5. Work under separate contracts.
- 6. Access to site.
- 7. Work restrictions.
- 8. Specification and drawing conventions.

B. Related Section:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. <u>Project Identification</u>:

PANAMA CITY HOUSING AUTHORITY (PCHA)

<u>Phase I Demolition Project</u>

FLA Project No. 4274-02

Project Location(s):

1. Massalina Memorial Homes

804 E. 15th Street, Panama City, FL 22-Buildings – 140 Units, Approx. 8-Acres

2. Fletcher Black Memorial Homes

11 Bob Sikes Drive, Panama City, FL 24 Buildings, 60-Units, Approx. 12-Acres

B. Owner:

PANAMA CITY HOUSING AUTHORITY (PCHA) 2315 Ruth Hentz Avenue Panama City, FL 32405 Ph: 850.769.5278 1. Owner's Representative: Mr. Mike Johnson, Project Manager

2315 Ruth Hentz Avenue Panama City, FL 32405 Ph: 850.769.2358

mjohnson@panamacityhousing.org

C. Architect:

FLORIDA ARCHITECTS, INC. 103 W. 5th Street Panama City, FL32401 850,257,5400

- D. Project Website(s): Project Website(s) administered by the Architect will be used for purposes of managing communication and documents during the bidding, design and construction stages.
 - 1. See Division 01 Section "Project Management and Coordination" for Contractor's requirements for utilizing the Project Website(s).

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this contract involves construction/demolition and site preparations on two (2) unoccupied and non-operational multifamily housing sites in Panama City, Bay County, Florida. The Owner WILL NOT occupy the existing campuses during the construction/demolition project. The Work of the Project is defined by the Contract Documents and is generally described by the following:
 - 1. The Contractor, prior to beginning demolition, will obtain a site topographical and boundary survey from a Florida licensed professional surveyor in digital AutoCAD file format of each project site. Surveys will be used for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, As-Built (Record) Drawings, and permitting. The Surveyor is required to also provide an As-Built physical and topographical survey at the end of construction in the same format. These surveys are required to be submitted (.dwg format) to the Architect for review and to the Owner for future project reconstruction use.
 - 2. Contractor shall contract with a Florida Licensed Asbestos Mitigation entity who will prepare a Mitigation Plan submitted to the Architect and Owner for review. The asbestos mitigation must be completed before any building demolition can start.
 - 3. Contractor shall locate all underground utilities from the point of property entrance to the existing buildings by calling for utility locates and by either hand digging or by using ground radar or both as necessary.
 - 4. Contractor to terminate and cap all utilities at the property lines as required by the utility authorities. Mark the exact locations by dimensions on the As-Builts and place a concrete monument on the property.
 - 5. Install tree protection around all existing trees 6"-caliper and larger on each site to remain refer to Section 01 56 39, Temporary Tree and Plant Protection.
 - 6. Demolition Work to include the following:
 - a. Properly dispose of debris in accordance with all local, state and federal codes and standards;
 - b. Demolish and remove all building structures on both sites (except the maintenance complex on the Fletcher Black Memorial Homes site) after the asbestos has been

- properly mitigated and disposed of by a Florida licensed Asbestos Mitigation firm. Remove ALL building, shed, porches, playground equipment, and other structures and components such as walls and roofs and floors, slabs, stem walls, foundations, etc.;
- c. Demolish and remove all fences and exterior fence/walls except for the temporary chain link fencing at the property boarders;
- d. Saw-cut and remove all concrete sidewalks from the street edge sidewalk (to remain) inward on each property. At Massalina Memorial Homes site, saw-cut and remove the roadway paving (called E. 14th Court), concrete curbs and concrete sidewalks from Palo Alto Avenue inward. At Fletcher Black Memorial Homes site, saw-cut and remove the roadway paving (called Bob Sikes Drive), concrete curbs and concrete sidewalks from W. 11th Street inward;
- e. Massalina Memorial Homes Site Utilities: Demolish and remove all underground utilities from the Contractor capped service line at the property lines inward, including under Bob Sikes Drive. Remove all irrigation lines, heads, valve boxes, etc.;
- f. Fletcher Black Memorial Homes Site Utilities: Demolish and remove all underground utilities from the Contractor capped service line at the property lines inward, including under Bob Sikes Drive. Remove all irrigation lines, heads, valve boxes, etc.;
- g. Remove all downed or dead trees and other debris on each site within the property boundary lines. Remove all bushes, plants, and related landscaping materials;
- h. Remove all miscellaneous debris and site improvements and leave the property clean and ready for new development.

7. Make the sites ready for redevelopment:

- a. Place and compact imported, clean, drainable, structural earth fill to an elevation of 12-inches above the crown of adjacent roadways. Provide a 2% grade to property edges and to prevent ponding on each site. Refer to Sections 31 10 00 "Site Clearing" and 31 20 00 "Earth Moving" for detailed requirements)
- b. Coordinate with Owner to remove temporary fencing before placing earth fill.
- c. Install finely graded topsoil and temporary irrigation system for "Grassing By Seeding" (Section 32 92 19).
- d. Maintain sites until the establishment of grass is satisfactory.
- 8. The work in this contract will NOT include the work of a sustainable rating system.

B. Type of Contract:

Project will be constructed under a single prime contract with a single General Contractor hard-bid method. Refer to Exhibit M, draft AIA A105-2017, Standard Short Form Agreement Between Owner and Contractor.

1.5 WORK BY OWNER

A. Owner has installed a temporary chain link fence and gates. Contractor shall coordinate with Owner to have vehicle access gates installed at specific locations if required. Contractor to pay for any damages to fencing and gates as a result of the Contractors activities.

1.6 OWNER-FURNISHED PRODUCTS

A. None

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated. The Contract limits are the property lines for each site as indicated by requirements of this Section
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions beyond areas in which the Work is indicated without Owner's approval.
 - 1. Limits: PROPERTY BOUNDARIES.
 - 2. Construction fence and gates will be installed by the Owner and removed before fill and grading activities commence by Contractor.
 - 3. Driveways: Keep driveways loading areas, parking and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways, loading areas, and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Provide personnel to manage site gates and restrict access to the sites from the public.

1.8 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: NONE. Owner will NOT occupy ANY building(s) area(s) during entire construction period.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, except as otherwise indicated.
 - 1. Weekend Hours: 8:00 a.m. to 6:00 p.m. with Owner's permission.
 - 2. Early Morning Hours: NONE.
- C. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to adjacent property owners.
 - 1. Notify Architect and Owner not less than two (2) days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
 - 3. Prepare a Demolition Plan describing the policies and procedures for controlling high levels of noise and vibration, dust, odors, or other disruption.
- D. Controlled Substances: Use of controlled substances on the properties or adjacent to the properties is NOT permitted.
- E. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- F. Employee Screening: Comply with Owner's requirements regarding drug and background screening of personnel working on the Project site.
 - 1. Maintain list of approved screened personnel with Owner's Representative.
 - 2. On-Site personnel shall have valid badges as specified.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Conditions, and Division 01 General Requirements: Requirements of Sections in Divisions 00 and 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and/or as scheduled on Drawings.
 - 3. Architectural Dictionary: <u>A Concise Dictionary of Architectural Terms</u> By John Henry Parker

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00



Figure 1: Massalina Memorial Homes Site Diagram



Figure 2: Massalina Memorial Homes Site



Figure 3: Fletcher Black Memorial Homes Site Diagram



Figure 4: Fletcher Black Memorial Homes Site

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination Drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project Website.
 - 6. Project Meetings

B. Related Sections:

- 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
- 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction
- B. ASI: Architect's Supplemental Instructions.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation. Prepare and submit Coordination Drawings.
 - Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

- Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office, on Project Website, and by each temporary telephone. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect to the Contractor with response within seven (7) working days.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of Subcontractors.

B. Frivolous RFIs:

- 1. RFIs submitted to the Architect, where the response is clearly obvious in the contract documents, shall be returned indicating only where the response may be located.
- 2. The time involved in reviewing the documents to locate the response and the time required to prepare the response to frivolous RFI's shall be billed to the Contractor at the Project Architect's prevailing wage rate.
- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.

- 7. RFI subject.
- 8. Specification Section number and title and related paragraphs, as appropriate.
- 9. Drawing number and detail references, as appropriate.
- 10. Field dimensions and conditions, as appropriate.
- 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 12. Contractor's signature.
- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, Coordination Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
 - b. Include items on drawings as original and add, modify and describe any additional items on the drawings that are to be installed.
- D. RFI Forms: [AIA Document G716].
- E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 3:00 p.m., will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Owner in writing within seven (7) days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of Project Website or can be posted to the Project Website. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT WEBSITE

- A. Use Architect's Project Website(s) for purposes of hosting and managing project communication and documentation until Final Completion. Project Website(s) shall include the following functions:
 - 1. Project directory.
 - 2. Project correspondence.
 - 3. Meeting minutes.
 - 4. Contract modifications forms and logs.
 - 5. RFI and ASI forms and logs.
 - 6. Task and issue management.
 - 7. Photo documentation.
 - 8. Schedule and calendar management.
 - 9. Submittals, Shop Drawings forms and logs.
 - 10. Coordination Drawings.
 - 11. Payment application forms.
 - 12. Drawing and specification document hosting, viewing, and updating.
 - 13. Online document collaboration.
 - 14. Reminder and tracking functions.
 - 15. Archiving functions.
- B. Upon completion of Project, provide one complete archive copy of Project Website files to Owner and to Architect in a digital storage format acceptable to the Architect.
- C. The Architect will provide access to the following Project Website software package under their current published licensing agreements:
 - 1. BaseCamp by 37 Signals.
- D. Contractor, Subcontractors, and other parties granted access by the Contractor to project Websites shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Contractor responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting via BaseCamp.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 - 1. Conduct the conference to review responsibilities and personnel assignments.
 - Attendees: Authorized representatives of Owner, Owner's Commissioning Authority,
 Architect, and their consultants; Contractor and its superintendent; major subcontractors;
 suppliers; and other concerned parties shall attend the conference. Participants at the
 conference shall be familiar with Project and authorized to conclude matters relating to
 the Work.

- 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - I. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
- 4. Minutes: Contractor responsible for conducting meeting will record and distribute meeting minutes via BaseCamp.
- C. Preinstallation Conferences: Conduct a Preinstallation Conference at Project site before each construction activity that requires coordination with other construction, and as specified in individual Sections of the Specifications.
 - Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, Owner, and Owner's Commissioning Authority, the Contractor, Subcontractor(s), supplier(s), and other concerned entities of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Review of mockups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - I. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.

- p. Temporary facilities and controls.
- q. Space and access limitations.
- r. Regulations of authorities having jurisdiction.
- s. Testing and inspecting requirements.
- t. Installation procedures.
- u. Coordination with other work.
- v. Required performance results.
- w. Protection of adjacent work.
- x. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
 - Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their the Contractor, Subcontractor(s), supplier(s), and other concerned entities parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing sustainable design documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Owner's partial occupancy requirements.
 - k. Installation of Owner's furniture, fixtures, and equipment.
 - I. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Contractor conducting meeting will record and distribute meeting minutes via BaseCamp.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, the Contractor, Subcontractor(s), supplier(s), and other entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting.

 Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals including GBI Green Globes requirements.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
- 4. Minutes: Contractor responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information via BaseCamp.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each
 progress meeting where revisions to the schedule have been made or recognized.
 Issue revised schedule concurrently with the report of each meeting via
 BaseCamp.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01 Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's construction schedule including Phasing breakdowns.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Site condition reports.
 - 7. RFI and ASI Logs
 - 8. Submittal and Shop Drawing Logs
 - 9. Special reports.

B. Related Requirements:

- 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
- 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

- 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
- 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
 - 3. Paper copies for each meeting attendee.
- B. Startup construction schedule.
 - Approval of startup construction schedule will not constitute approval of schedule of values.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- F. Construction Schedule Updating Reports: Distribute at each meeting. Submit updated Schedule with each Application for Payment.
- G. Daily Construction Reports: Submit at monthly intervals.
- H. Material Location Reports: Submit at monthly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. RFI and ASI Logs: Distribute at each meeting.
- K. Submittal and Shop Drawing Logs: Distribute at each meeting.
- L. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant (or in-house personnel) Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 48 hours of Architect's request.

- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 - 1. Verify availability of qualified personnel needed to develop and update schedule.
 - 2. Discuss constraints, including phasing work stages area separations interim milestones and partial Owner occupancy.
 - 3. Review delivery dates for Owner-furnished products.
 - 4. Review schedule for work of Owner's separate contracts.
 - 5. Review submittal requirements and procedures.
 - 6. Review time required for review of submittals and resubmittals.
 - 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 8. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
 - 9. Review and finalize list of construction activities to be included in schedule.
 - 10. Review procedures for updating schedule.

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story, each Phase, or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.

- 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
- 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work under More Than One Contract: Include a separate activity for each contract.
 - Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 5. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Uninterruptible services.
 - c. Partial occupancy before Substantial Completion.
 - d. Use of premises restrictions.
 - e. Seasonal variations.
 - f. Environmental control.
 - 6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Sample testing.
 - d. Deliveries.
 - e. Installation.
 - f. Tests and inspections.
 - 7. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Demolition completion.
 - b. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to

- working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for commencement of the Work. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
 - Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for commencement of the Work.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Installation.
 - f. Work by Owner that may affect or be affected by Contractor's activities.
 - g. Testing.
 - h. Punch list and final completion.
 - Activities occurring following final completion.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

- 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
- 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 - 1. Contractor or subcontractor and the Work or activity.
 - 2. Description of activity.
 - 3. Main events of activity.
 - 4. Immediate preceding and succeeding activities.
 - 5. Early and late start dates.
 - 6. Early and late finish dates.
 - 7. Activity duration in workdays.
 - 8. Total float or slack time.
 - 9. Average size of workforce.
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. Debris removal logs.
 - 7. High and low temperatures and general weather conditions, including presence of rain.
 - 8. Accidents.
 - 9. Meetings and significant decisions.
 - 10. Unusual events (see special reports).
 - 11. Stoppages, delays, shortages, and losses.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.

- 16. Services connected and disconnected.
- 17. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.
 - 2. Material stored prior to previous report and since removed from storage and installed.
 - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Specialist: Personnel to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. Post copies on the Architect's Project Website via BaseCamp.
 - 3. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 00 Section "Conditions of the Contract" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Project Management & Coordination" for submitting schedules and reports, including Contractor's construction schedule, and coordination drawings.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

- A. <u>Action Submittals</u>: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. <u>Informational Submittals</u>: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. <u>File Transfer Protocol (FTP)</u>: Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. <u>Portable Document Format (PDF)</u>: An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- E. <u>Digital Drawing Files (.dwg.)</u>: Autodesk Architectural Desktop AutoCAD 2019.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
 - Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

- 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 30 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
- 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. ELECTRONIC MEDIA on Autodesk Architectural Desktop AutoCAD (.dwg) (2019 Version): The Contractor will provide a site boundary, physical and topographic survey of the existing sites and the As-Built surveys after construction in the selected digital AutoCAD (.dwg) files of the building and site for the Contractor's and Subcontractor's and Owner's use.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities and submittals.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.

- Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of Subcontractor.
 - f. Name of Supplier.
 - g. Name of Manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01).
 Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - I. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
 - Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01).
 Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 - 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - I. Related physical samples submitted directly.
 - m. Other necessary identification.
 - 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.

- b. Number and title of appropriate Specification Section.
- c. Manufacturer name.
- d. Green Globes.
- e. Product name.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional signed originals are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - Submit one digital PDF file of submittal to concurrent reviewer in addition to specified number of copies to Architect, and in the absence of specified number, submit two paper copies for Owner.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using the specified transmittal form. Architect will discard submittals received from sources other than Contractor.
 - 1. Transmittal Form: Use AIA Document G810.
 - 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - I. Submittal and transmittal distribution record.
 - m. Green Globes Certification information.
 - n. Remarks.
 - o. Signature of transmitter.
 - 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with reviewed notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to Project Website specifically established for Project.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Post electronic submittals as PDF electronic files directly to Project Website.
 - 3. Informational Submittals: Post electronic submittals as PDF electronic files directly to Project Website.
 - 4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 - Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 - 6. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements" and in individual Specification Sections.

7.

- B. <u>Product Data</u>: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not alone suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Statement of compliance with specified referenced standards.
 - b. Testing by recognized testing agency.
 - c. Application of testing agency labels and seals.
 - d. Notation of coordination requirements.
 - e. Availability and delivery time information.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Submit Product Data in the following format:
 - a. PDF electronic file uploaded to the Architect's Project Website.
 - b. Architect will post action taken to the Project Website.
- C. <u>Samples</u>: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- D. <u>Contractor's Construction Schedule</u>: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- E. <u>Application for Payment</u>: Comply with requirements specified in Division 01 Section "Payment Procedures."
- F. <u>Schedule of Values</u>: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. <u>Subcontract List</u>: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Submit subcontract list in the following format:
 - a. PDF electronic file uploaded to the Architect's Project Website.
- H. <u>Qualification Data</u>: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- I. <u>Material Certificates</u>: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. <u>Material Test Reports</u>: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. <u>Schedule of Tests and Inspections</u>: Comply with requirements specified in Division 01 Section "Quality Requirements."
- L. <u>Preconstruction Test Reports</u>: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- M. <u>Asbestos Mitigation Plan and Test Reports</u>: Submit Asbestos Mitigation Plan and reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of asbestos mitigation tests performed after mitigation.

2.2 DELEGATED-DESIGN SERVICES

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

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

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and post it to the Project Website. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party via BaseCamp.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned or posted as rejected without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- G. Submittals are required to be uploaded to the Architect's project website will be stamped reviewed and posted on the Architect's project website.

END OF SECTION 01 33 00

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SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's

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- "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute (Now AHRI)	
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300

ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers	(800) 527-4723
	www.ashrae.org	(404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Safety Engineers www.asse.org	(847) 699-2929
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711 (703) 907-7600
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPPA	Corrugated Polyethylene Pipe Association www.plasticpipe.org	(800) 510-2772
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
FM Approvals	FM Approvals LLC	

	www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
НІ	Hydraulic Institute www.pumps.org	(973) 267-9700
	Hydronics Institute www.gamanet.org	(908) 464-8200
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	
ICRI	International Concrete Repair Institute, Inc.	(770) 830-0369
IEEE	www.icri.org Institute of Electrical and Electronics Engineers, Inc. (The)	41 22 919 02 11
	www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society www.ies.org	•
IESNA	Illuminating Engineering Society of North America (Now IES)	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	
ISO	International Organization for Standardization www.iso.ch	(613) 233-1510
	Available from ANSI www.ansi.org	41 22 749 01 11
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.	(604) 298-7578
NAAMM	www.mss-hq.com National Association of Architectural Metal Manufacturers www.naamm.org	(703) 281-6613
NACE	NACE International	(630) 942-6591
	(National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(_02) . 31 2020
NCMA	National Concrete Masonry Association www.ncma.org	(703) 684-0084

NCPI	National Clay Pipe Institute	(703) 713-1900
NCTA	www.ncpi.org National Cable & Telecommunications Association	(262) 248-9094
NEBB	www.ncta.com National Environmental Balancing Bureau	(202) 775-2300
	www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	International Electrical Testing Association www.netaworld.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association)	(317) 372 0300
	www.nfpa.org	(800) 344-3555 (617) 770-3000
NRMCA	National Ready Mixed Concrete Association	(847) 299-9070
NSF	Www.nrmca.org NSF International	(888) 846-7622 (301) 587-1400
	(National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	
PCI	Precast/Prestressed Concrete Institute www.pci.org	()
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 332-7322 (314) 514-7322
PGI	PVC Geomembrane Institute http://pgi-tp.cee.uiuc.edu	(800) 589-8956 (978) 557-0720
PLANET	Professional Landcare Network www.landcarenetwork.org	(217) 333-3929
SAE	SAE International www.sae.org	(301) 340-8580
SCTE	Society of Cable Telecommunications Engineers	(877) 606-7323 (724) 776-4841
SEI/ASCE	www.scte.org Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	(877) 294-5424 (516) 294-5424
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association	

	www.smacna.org	(703) 803-2980 (781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(101) 011 1020
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(800) 982-0355 (202) 342-8630
STI	Steel Tank Institute www.steeltank.com	(877) 281-7772 (412) 281-2331
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	
TPI	Turfgrass Producers International	(703) 683-1010
UL	www.turfgrasssod.org Underwriters Laboratories Inc.	(312) 670-4177
UNI	www.ul.com Uni-Bell PVC Pipe Association	(877) 854-3577 (847) 272-8800
USGBC	www.uni-bell.org U.S. Green Building Council	(972) 243-3902
00000	www.usgbc.org	
WASTEC	Waste Equipment Technology Association www.wastec.org	(315) 463-6463

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
UBC	Uniform Building Code	

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923

DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
PHS	Office of Public Health and Science www.hhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

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USPS Postal Service (202) 268-2000 www.usps.com

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.wbdg.org/ccb	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

PANAMA CITY HOUSING AUTHORITY
PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01
Panama City, FL

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary fencing, utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 01 Section "Summary" for work restrictions and limitations.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Subcontractors, testing agencies, and authorities having jurisdiction.
- B. Utilities Services: Owner will pay service use charges for all existing utilities and will terminate all services before construction/demolition begins.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Dust-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation. Do not allow site activities to create dust carried on to adjacent properties. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Dust-control measures and procedures at each phase of the work.
 - 2. Waste management plan.
- D. Hurricane Preparedness Plan: Submit narrative that describes the Hurricane Preparedness Plan, policies, procedures, resources and implementation.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service if required. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and FBC/ANSI A117.1.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Owner Provided Chain-Link Fencing: Existing temporary fencing may be used during the project activities and Contractor shall pay for any damages as a result of the construction/demolition activities.
- B. Portable Chain-Link Fencing: Contractor furnished as necessary. Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.
- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General (If required and provided by Contractor): Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds (If required and provided by Contractor): Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from buildings.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities (If required and provided by Contractor) where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General (If required and provided by Contractor): Not provided by Owner. Install temporary service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Not provided by Owner. Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system or private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Not provided by Owner.
- D. Sanitary Facilities: Not provided by Owner.
- E. Heating and Cooling: Not provided by Owner.
- F. Ventilation and Humidity Control: Not provided by Owner.
- G. Electric Power Service: Not provided by Owner.
- H. Lighting: Not provided by Owner.
- I. Telephone Service: Not provided by Owner.
 - 1. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- J. Electronic Communication Service: Not provided by Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241 if provided by Contractor.
 - 2. Remove before Substantial Completion.
- B. Temporary Roads and Paved Areas: Maintain existing roadways and temporary roads and paved areas. Locate temporary roads and paved areas within construction limits indicated on Drawings if required.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

- Protect existing roadways and improvements to remain including curbs, pavement, and utilities in easements.
- 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- Parking: Provide temporary parking areas for construction personnel where designated by Owner.
- E. Project Signs: Provide Project signs as indicated and specified in Division One including a project sign at each site. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
- F. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements of authorities having jurisdiction, and requirements.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- E. Site Enclosure Fence: Before construction operations begin, inspect Owner installed temporary site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations and as approved by Owner.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of ponding water that may appear during construction/demolition activities.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, or no later than Substantial Completion. Complete or, if necessary, restore site that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

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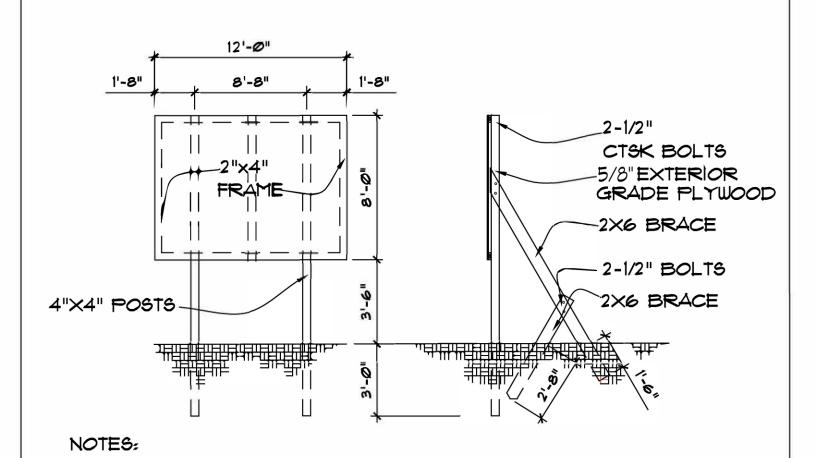
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PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01 Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

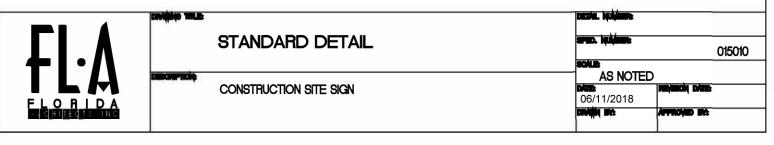
SECTION 01 50 10 - PROJECT SIGN

See Attached Documents

END OF SECTION 01 50 10



- 1. ALL WOOD MEMBERS SHALL BE PRESSURE TREATED
- 2. ALL FASTENINGS SHALL BE ZINC-COATED
- 3. PAINTS SHALL BE FIRST QUALITY EXTERIOR TYPE.
 LETTERING AND FINISH COAT OF SIGN FACE SHALL
 BE "TRIM" TYPE PAINT AS INDICATED.
- 4. APPLY PRIME, BODY AND FINISH COATS TO SIGN FACE AND PRIME AND FINISH COATS ELSEWHERE, BACK PRIME CONTACT SURFACES,



PHASE 1 DEMOLITION PROJECT - PCHARFP No. 2020-01 Massalina Memorial Homes Site

Working To Rebuild Our Community





Architect:

Contractor:



? TBD



Phone: TBD
License # TBD



E 15th St

Complete Summer 2020

PANAMA CITY HOUSING AUTHORITY
PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01
Panama City, FL

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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SECTION 01 56 39 - TEMPORARY TREE PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limits placed on Contractor's use of the site.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary tree protection.

1.3 DEFINITIONS

A. Tree Protection Zone: Area surrounding individual trees or groups of trees 6" caliper and larger to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by demolition or construction.
- C. Qualification Data: For tree service firm and arborist.
- D. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.5 QUALITY ASSURANCE

- A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- B. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
- C. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 - 1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.
- B. Chain-Link Fence: Metallic-coated steel chain-link fence fabric of 0.120-inch- diameter wire; a minimum of 72 inches high; with 1.9-inch- diameter line posts; 2-3/8-inch- diameter terminal and corner posts; 1-5/8-inch- diameter top rail; and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
- C. Organic Mulch: Ground or shredded bark, free of deleterious materials.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
 - 1. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.

3.2 EXCAVATION

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
 - 1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3 REGRADING

A. Minor Fill: Where existing grade is 6 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.4 TREE PRUNING

A. Prune trees to remain that are affected by temporary and permanent construction.

B. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.

3.5 TREE REPAIR AND REPLACEMENT

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 - 1. Provide new trees of same size and species as those being replaced; plant and maintain as specified in Division 32 Section "Plants."

3.6 DISPOSAL OF WASTE MATERIALS

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material and displaced trees from Owner's property.

END OF SECTION 01 56 39

PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01 Panama City, FL PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous construction waste.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from demolition, construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 SUBMITTALS

A. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Forms: Prepare waste management plan on forms included at end of Part 3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 74 19

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

SECTION 02 32 20 - PRE-DEMOLITION ASBESTOS SURVEYS

See Attached Documents

END OF SECTION 02 32 20



PRE-DEMOLITION ASBESTOS SURVEY

Fletcher Black Memorial Homes 11 Bob Sikes Drive Panama City, Bay County, Florida UES Project No. 2040.1900030.0000

July 23, 2019

Prepared For:

Panama City Housing Authority 2315 Ruth Hentz Avenue Panama City, Florida 32405 Attention: Ms. Teri Henry, Executive Director

Prepared By:

Universal Engineering Sciences, Inc. 1712 Airport Road Panama City, Florida 32405 (850) 215-2060

Prepared By:

D. Paul Cheney, P.G.

EPA Accredited Asbestos Inspector Certificate No. 19044-7212

D. Paul Cheney

Reviewed By:

Lindsey Weaver, P.E.

Florida Licensed Asbestos Consultant

Florida License No. EA0000046

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1.0 INTRODUCTION

1.1 General

This report presents the results of Universal Engineering Sciences, Inc. (UES) evaluation of suspect Asbestos Containing Materials (ACMs) performed on July 10, 2019 for the Fletcher Black Memorial Homes apartment complex located at the 11 Bob Sikes Drive in Panama City, Bay County, Florida. A Property Location Map (Figure 1) is included in Appendix A. The buildings included in this assessment included 21 single-story apartment buildings with a total of 60 rental units, an office building, maintenance shop. The apartment complex was heavily damaged by Hurricane Michael in October 2018 and is no longer habitable; all buildings are scheduled for demolition.

1.2 Purpose and Scope

The purpose of this study was to perform an evaluation of the interior and exterior of the existing structures for the presence of ACMs that could be disturbed during the proposed demolition of the buildings. The activities and procedures used to accomplish this evaluation were as follows:

- 1. A review of available information concerning the buildings, including the date of initial construction, significant renovations, types of construction, various types of mechanical systems, and information regarding the building's use.
- 2. A walk-through to observe accessible areas within the buildings to identify, locate, and assess suspect ACMs.
- 3. Collection of samples of each suspect ACM.
- 4. Analysis of the samples collected by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using Polarized Light Microscopy (PLM) for the presence of asbestos fibers.
- 5. Preparation and submittal of this report detailing the finding of this evaluation.

The scope of our investigation did not include an evaluation of fixtures or stored materials. It should also be noted that UES did not collect samples of the concrete slabs at any of the structures. If the concrete is to be recycled, Florida regulations require that the concrete be sampled to verify that it is free of asbestos.

2.0 BUILDING CHARACTERISTICS AND INFORMATION

2.1 General

The subject of this asbestos survey consisted of the Fletcher Black Memorial Homes apartment complex located at 11 Bob Sikes Drive in Panama City, Bay County, Florida. The complex include 21 single-story, wood-framed, brick exterior apartment buildings that include 10 one-bedroom, 22 two-bedroom, 18 three-bedroom, 6 four-bedroom, and 4 handicapped units. For legal purposes, the property is identified by the Bay County parcel identification number 18160-000-000.

Interior finishes in all apartment units were identical. Flooring consisted of a white/tan 12" x 12" vinyl composite tile (VCT), painted drywall and painted concrete on the interior walls, and

Pre-Demolition Asbestos Survey Fletcher Black Memorial Homes 11 Bob Sikes Drive Panama City, Bay County, Florida

textured ceilings, Exterior finishes consisted of painted brick, metal soffit and fascia, and a wooden roof deck covered with a metal roof system.

2.2 Mechanical Systems

The heating, ventilation, and air conditioning (HVAC) systems system in the apartments consist of exterior pad-mounted compressor units and a heat pump located in an interior closet. Insulation on the HVAC air ducting consisted of aluminum wrapped fiberglass with silver duct tape on the seams. No insulation was present on the exposed water piping.

2.3 Available Material Information

UES was not provided with copies of building plans or other material information in reference to the structure located within the subject property. The most recent as-built construction plans for building additions and renovations and/or building records were not located through the local municipality, nor provided during the time of the asbestos survey.

2.3 Building Use

At the time of the asbestos survey, all buildings had been damaged by Hurricane Michael in October 2018 and were vacant.

3.0 BUILDING INSPECTION

Three forms of asbestos containing materials are typically found in buildings: (1) sprayed-on or troweled-on surfacing materials; (2) thermal system insulation on pipes, boilers, and ductwork; and (3) miscellaneous materials such as drywall, ceiling tile, and floor tile. A walk-through inspection was conducted to identify these and other materials present within the facility which are typically suspected of containing asbestos.

3.1 Inspection Procedures

UES' field inspection was performed by accredited Environmental Protection Agency (EPA) inspector Paul Cheney of UES' Panama City office. In accordance with the Code of Federal Regulations (CFR) 49 CFR, Part 763 (AHERA), the inspection was conducted under the direction of an asbestos consultant licensed in the State of Florida. After a preliminary walk-through of the facility, an inspection was conducted to evaluate the location and extent of the suspect ACMs. Upon identification, these materials were categorized into homogeneous sampling material (HSM) of the same type, age, visual appearance, texture, and composition.

Random, and in some cases judgmental, samples of each homogeneous materials were then collected. The physical condition and potential for disturbance and damage of each material was assessed. In addition, a tactile inspection of the material was performed to evaluate friability. If the material, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, it is considered friable.

3.2 Suspect Asbestos Containing Building Materials

Based on UES' visual survey of the individual buildings, 21 homogeneous areas (HMAs) of suspect asbestos containing materials were identified. On July 10, 2019 UES collected 91 samples of suspect ACMs from the interior and exterior of the structures. Detailed information

concerning the description of each suspect ACM is included n Table 1; sample locations for the suspect ACMs are presented on the Asbestos Sample Location Plan (Appendix A).

4.0 LABORATORY ANALYSIS

4.1 Bulk Samples

Samples of the suspect ACMs collected during the field inspections were transported under chain-of-custody documentation to EMSL Analytical, Inc., located in Orlando, Florida. EMSL Analytical, Inc. is an accredited laboratory for bulk sample analysis according to the NVLAP. The samples were analyzed for the presence of asbestos fibers using PLM. The analyses were performed according to EPA Method 600/R-93/116 July 1993. Copies of the laboratory reports are included in Appendix B.

4.2 Point Count

Samples of the suspect ACM collected during the field inspection were not point counted as part of this survey.

5.0 FINDINGS

The laboratory analyses indicated that asbestos fibers in excess of one percent were detected in one of the materials sampled by UES. Table 1 presents the analytical results of the suspect asbestos containing materials.

	Table 1 Asbestos Sample Analytical Summary – Fletcher Black Memorial Homes						
HSM	Material	Homogeneous Location(s) & Sample Number(s)	Condition	Analytical Results For Asbestos	NESHAPS Category		
HA 1	Drywall	Units 3D 5A, and 5D FB3D-1-1, FB5A-1-2, FB5D-1-3	Good	Not Detected	N/A		
	White 12" x 12" VCT	Units 3D 5A, and 5D FB3D-2-1 Floor Tile, FB5A-2-2 Floor Tile, FB5D-2-3 Floor Tile	Good	Not Detected	N/A		
HA 2	Mastic	Units 3D 5A, and 5D FB3D-2-1 Mastic, FB5A-2-2 Mastic, FB5D-2-3 Mastic	Good	4% Chrysotile	Category 1 Non-Friable		
HA 3	Joint Compound	Units 3D 5A, and 5D FB3D-3-1, FB5A-3-2, FB5D-3-3	Good	Not Detected	N/A		
HA 4	Ceiling Insulation	Units 3D 5A, and 5D FB3D-4-1, FB5A-4-2, FB5D-4-3	Good	Not Detected	N/A		
HA 5	Interior Wall Skim Coat	Units 3D 5A, and 5D FB3D-5-1 Skim Coat, FB5A-5-2 Skim Coat, FB5D-5-3 Skim Coat	Good	Not Detected	N/A		
ПАЗ	Interior Wall Base Coat	Units 3D 5A, and 5D FB3D-5-1 Base Coat, FB5A-5-2 Base Coat, FB5D-5-3 Base Coat	Good	Not Detected	N/A		
HA 6	Drywall	Units 1B, 2B, 6C FB1B-1-1, FB2B-1-2, FB6C-1-3	Good	Not Detected	N/A		

Table 1 Asbestos Sample Analytical Summary – Fletcher Black Memorial Homes						
HSM	Material	Homogeneous Location(s) & Sample Number(s)	Condition	Analytical Results For Asbestos	NESHAPS Category	
HA 7	White 12" x 12" VCT	Units 1B, 2B, 6C FB1B-2-1 Floor Tile, FB2B-2-2 Floor Tile, and FB6C-2-3 Floor Tile	Good	Not Detected	N/A	
	Mastic	Units 1B, 2B, 6C FB1B-2-1 Mastic, FB2B-2-2 Mastic, and FB6C-2-3 Mastic	Good	2% to 4% Chrysotile	Category 1 Non-Friable	
HA 8	Joint Compound	Units 1B, 2B, 6C FB1B-3-1, FB2B-3-2, and FB6C-3-3	Good	Not Detected	N/A	
HA 9	Ceiling Insulation	Units 1B, 2B, 6C FB1B-4-1, FB2B-4-2, and FB6C-4-3	Good	Not Detected	N/A	
114.40	Interior Wall Skim Coat	Units 1B, 2B, 6C FB1B-5-1 Skim Coat, FB2B-5-2 Skim Coat, and FB6C-5-3 Skim Coat	Good	Not Detected	N/A	
HA 10	Interior Wall Base Coat	Units 1B, 2B, 6C FB1B-5-1 Base Coat, FB2B-5-2 Base Coat, and FB6C-5-3 Base Coat	Good	Not Detected	N/A	
HA 11	Drywall	Units 805B, 19A, 17A FB805B-1-1, FB19A-1-2, and FB17A-1-3	Good	Not Detected	N/A	
114.40	White 12" x 12" VCT	Units 805B, 19A, 17A FB805B-2-1 Floor Tile, FB19A- 2-2 Floor Tile, and FB17A-2-3 Floor Tile	Good	Not Detected	N/A	
HA 12	Mastic	Units 805B, 19A, 17A FB805B-2-1 Mastic, FB19A-2- 2 Mastic, and FB17A-2-3 Mastic	Good	6% Chrysotile	Category 1 Non-Friable	
HA 13	Joint Compound	Units 805B, 19A, 17A FB805B-3-1, FB19A-3-2, and FB17A-3-3	Good	Not Detected	N/A	
HA 14	Ceiling Insulation	Units 805B, 19A, 17A FB805B-4-1, FB19A-4-2, and FB17A-4-3	Good	Not Detected	N/A	
LIA 45	Interior Wall Skim Coat	Units 805B, 19A, 17A FB805B-5-1 Skim Coat, FB19A-5-2 Skim Coat, and FB17A-5-3 Skim Coat	Good	Not Detected	N/A	
HA 15	Interior Wall Base Coat	Units 805B, 19A, 17A FB805B-5-1 Base Coat, FB19A-5-2 Base Coat, and FB17A-5-3 Base Coat	Good	Not Detected	N/A	
HA 16	Drywall	Units 4B, 4A, 12B FB4B-1-1, FB4A-1-2, FB12B-1- 3	Good	Not Detected	N/A	

Table 1 Asbestos Sample Analytical Summary – Fletcher Black Memorial Homes					
HSM	Material	Homogeneous Location(s) & Sample Number(s)	Condition	Analytical Results For Asbestos	NESHAPS Category
HA 17	White 12" x 12" VCT	Units 4B, 4A, 12B FB4B-2-1 Floor Tile, FB4A-2-2 Floor Tile, and FB12B-2-3 Floor Tile	Good	Not Detected	N/A
	Mastic	Units 4B, 4A, 12B FB4B-2-1 Mastic, FB4A-2-2 Mastic, and FB12B-2-3 Mastic	Good	5% Chrysotile	Category 1 Non-Friable
HA 18	Joint Compound	Units 4B, 4A, 12B FB4B-3-1, FB4A-3-2, FB12B-3- 3	Good	Not Detected	N/A
HA 19	Ceiling Insulation	Units 4B, 4A, 12B FB4B-4-1, FB4A-4-2, FB12B-4- 3	Good	Not Detected	N/A
HA 20	Interior Wall Skim Coat	Units 4B, 4A, 12B FB4B-5-1 Skim Coat, FB4A-5-2 Skim Coat, FB12B-5-3 Skim Coat	Good	Not Detected	N/A
	Interior Wall Base Coat	Units 4B, 4A, 12B FB4B-5-1 Base Coat, FB4A-5-2 Base Coat, FB12B-5-3 Base Coat	Good	Not Detected	N/A
HA 21	Roofing Felt	All Buildings FB-1-1 to FB-1-7	Good	Not Detected	N/A

6.0 SUMMARY

Inspection of the Fletcher Black Memorial Homes apartment complex located at 11 Bob Sikes Drive in Panama City, Bay County, Florida identified 21 different homogeneous materials suspected of containing asbestos fibers. Bulk samples of each of these materials were collected and submitted to a NVLAP accredited laboratory for analysis. The results indicated that one tone of the suspect materials contained asbestos fibers in excess of one percent as follows:

1. Black Mastic used on all floorings throughout the apartment complex (please note, interior finishes were identical throughout the 1, 2, 3, and four bedroom units; samples of interior finishes were collected from selected 1, 2, 3, and 4 bedroom units). This material would be considered a Category I non-friable asbestos containing material. UES estimates that there is approximately 53,000 square feet of the mastic material present on the building floors.

Please note; the material estimate above is for sampling purposes only and should not be used for the purpose of estimating abatement costs. For bidding purposes, the abatement contractor is responsible for determining the square footage of materials that will require abatement. Finally, roofing samples were collected from random apartment units but are not shown on the sample location maps.

Pre-Demolition Asbestos Survey Fletcher Black Memorial Homes 11 Bob Sikes Drive Panama City, Bay County, Florida

7.0 REGULATORY INFORMATION

There are federal and state statutes and regulations which govern the abatement and disposal of ACMs. The renovation or demolition of buildings and roofs containing ACMs is regulated under the NESHAP statute. The NESHAP regulations require notification to the controlling agency and removal of all regulated asbestos containing materials (RACM) prior to renovation or demolition. RACM is defined as (1) friable asbestos material, (2) Category I non-friable asbestos containing material that has become friable, (3) Category I non-friable asbestos containing material that will be or has been subjected to sanding, grinding, cutting or abrading, or (4) Category II non-friable asbestos containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by NESHAP. We strongly recommend that you contact the Controlling Agency prior to renovation or demolition regarding the proper disposition of the ACMs. It is important to note that even though an activity may be exempt from the EPA NESHAP regulations; such exemption does not extend to Occupational Safety and Health Administration (OSHA) standards or other state and federal statutes.

Renovation or demolition activities in buildings and on roofs that contain ACM or presumed asbestos containing material (PACM) are regulated under the OSHA Asbestos Construction Standard (CFR 1926.1101). The OSHA standard requires the building owner to inform their employees who will work in or adjacent to areas containing ACM or PACM, perspective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing ACM or PACM, all employers of employees on multi-employer work sites who will be performing work with or adjacent to areas containing asbestos and tenants who will occupy areas containing ACM or PACM, of the presence, location, and quantity of ACM or PACM at the work sites in their building and facilities. Further, the OSHA standard (1926.1101) requires employers who discover ACM or PACM to convey information concerning the presence, location and quantity of such newly discovered ACM or PACM to others employers of employees working at the work site within 24 hours of discovery. While OSHA says the notification can be written or personal communication, there are many advantages to written communication.

The OSHA construction standard (CFR 1926.1101) also contains specific training, work practices, procedures, engineering controls, notifications, permissible exposure limits, personal protection, record keeping and a multitude of other requirements for the demolition, renovation, construction, alterations, repair, maintenance of structures, substrates or portions thereof that contain asbestos. It should be noted that recent court rulings have exempted roofing cement from the OSHA Construction Industry Asbestos Standard.

Demolition of the Fletcher Black Memorial Homes apartment complex located at 11 Bob Sikes Drive in Panama City, Bay County, Florida should be conducted in strict compliance with the aforementioned federal statutes and other applicable regulations, and good health and safety practices. All procedures, methods and documentation should be accomplished by and be the responsibility of appropriately licensed professionals (asbestos consultants and contractors). Any material identified as non-friable ACM must be treated as friable ACM when the material is about to become friable as a result of activities performed within the building.

8.0 CONTROLLING AGENCIES

The Controlling Agency for the coordination of projects involving asbestos renovation and demolition for Bay County is the Florida Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida. Inquiries should be addressed to Mr. Tracy White. Mr. White's mailing address is 470 Harrison Avenue, Panama City Florida, 32401. Mr. White can also be reached via email at Tracy.a.white@fdep.state.fl.us or by telephone at 850-245-2984.

9.0 CONDITIONS AND LIMITATIONS OF THIS SURVEY

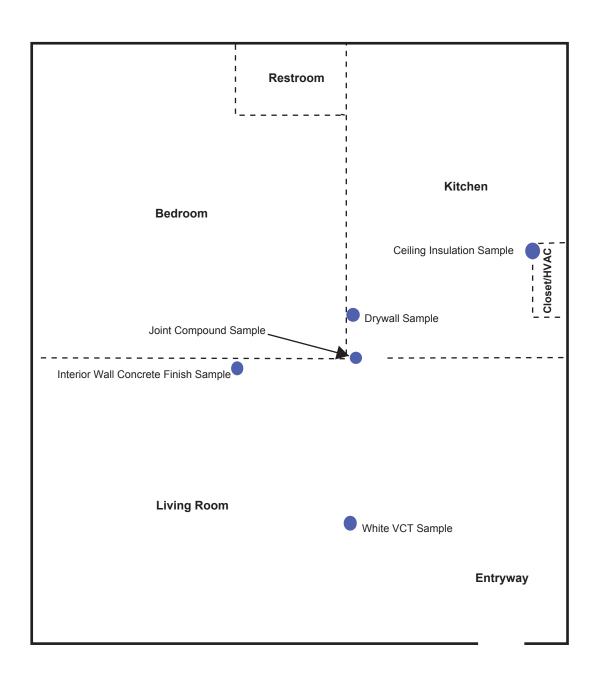
A representative of Universal Engineering Sciences, Inc. (UES) obtained samples of building materials which were observed during a walk-through of the subject facility that are typically suspected of containing asbestos as a constituent. The bulk samples were submitted to an NVLAP approved laboratory for analysis using EPA approved methods for industry-accepted standards. UES offers no warranty, express or implied.

In general, inspection and sampling procedures were incorporated which allowed assessment of reasonably accessible building materials. Any suspect building materials not addressed in this report which are encountered during demolition, should be assessed for asbestos content prior to being damaged and/or removed. Building equipment, fixtures, stored materials, under mirrors and under plastic wall panels were not inspected or sampled as part of this evaluation.

Appendix A

Sample Location Plans





Key:

= one bedroom unit interior sample location

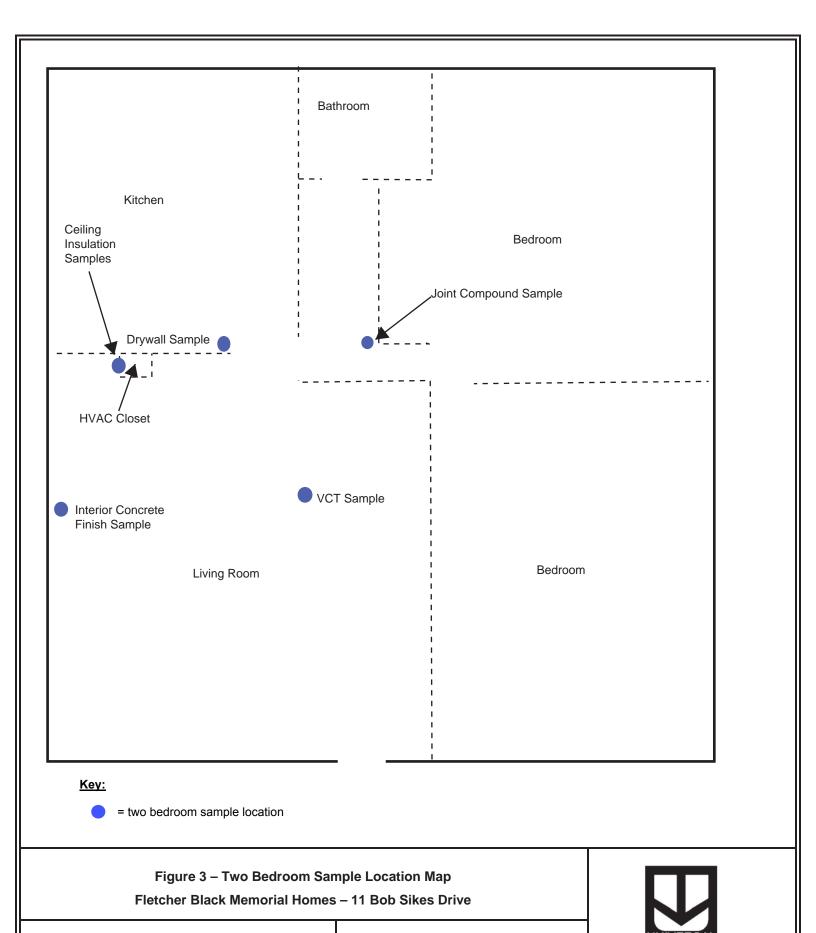
Figure 2 – One Bedroom Sample Location Map Fletcher Black Memorial Homes – 11 Bob Sikes Drive

PROJECT LOCATION

UNIVERSA
ENGINEERING SCIEN

PROJECT NUMBER **2040.1900030.0000**

Panama City, Bay County, Florida

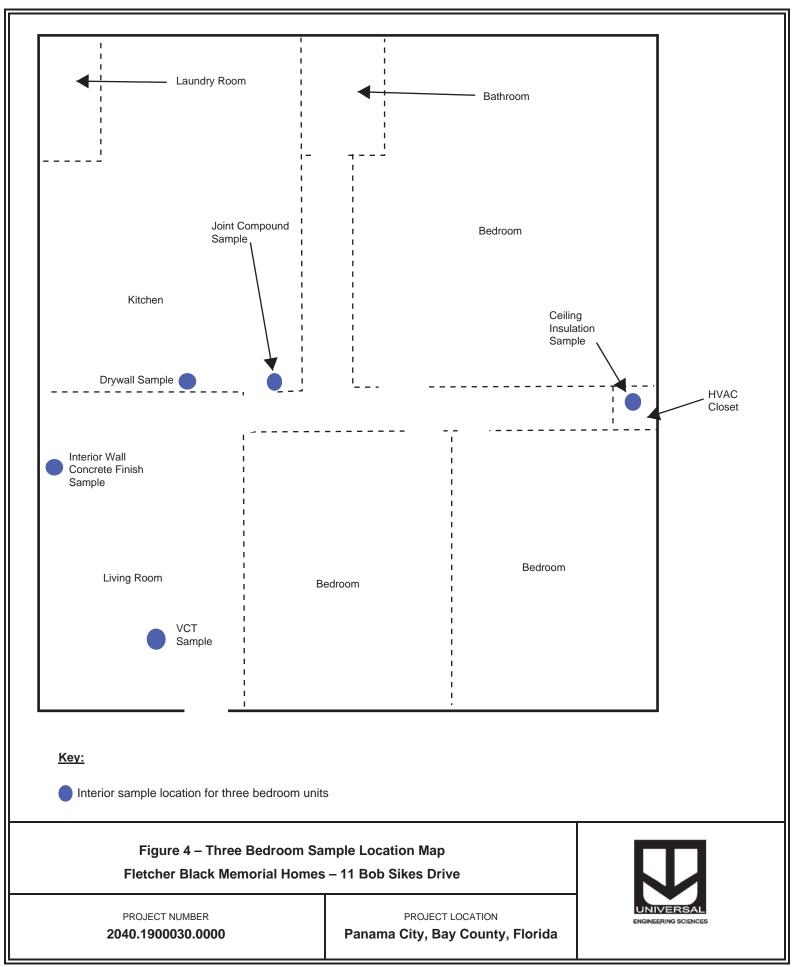


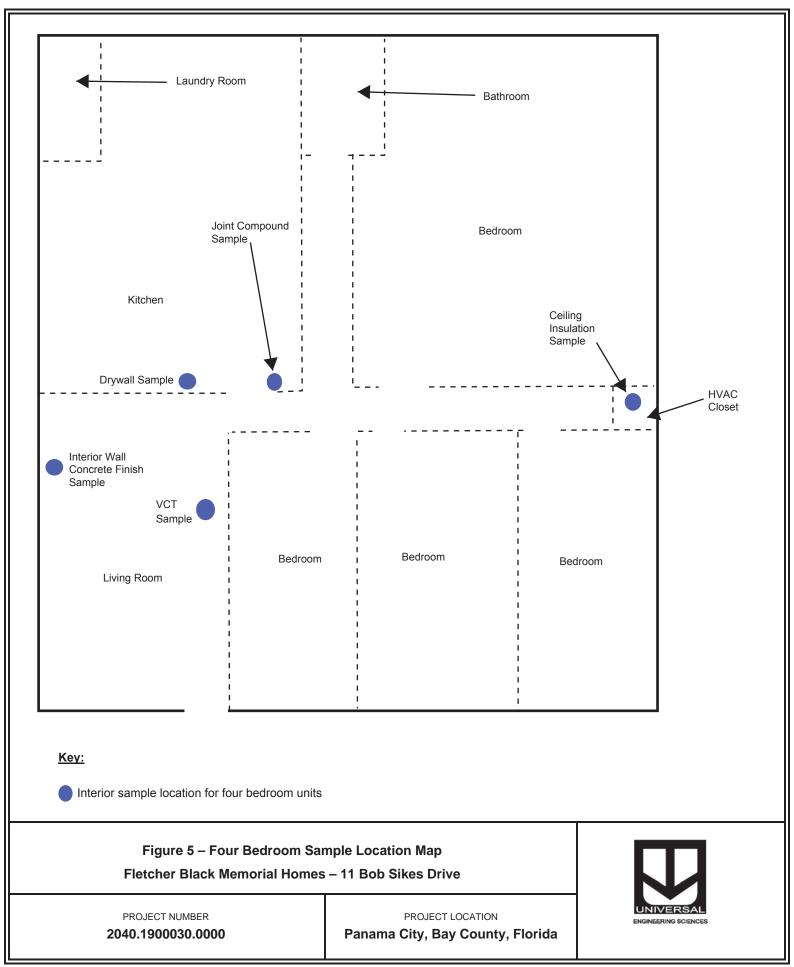
PROJECT LOCATION

Panama City, Bay County, Florida

PROJECT NUMBER

2040.1900030.0000





Appendix B Laboratory Report



Customer PO: Project ID:

Attention: Paul Cheney Phone: (850) 215-2060

Universal Engineering Sciences, Inc. Fax: (850) 215-2360

1712 Airport Road **Received Date**: 07/15/2019 12:30 PM

Panama City, FL 32405 Analysis Date: 07/17/2019

Collected Date:
Project: 2040.1900030.0000/Fletcher Black Memorial Homes

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			<u>Asbestos</u>		
Sample	Description	Appearance	% Fibrous % Non-Fibrous		% Type
FB3D-1-1	Drywall	Tan Fibrous Heterogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
FB5A-1-2	Drywall	Brown/Tan Fibrous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected
341910817-0002		Heterogeneous	1170 Glass	25 % (1011 librous (01101)	
FB5D-1-3	Drywall	Tan Fibrous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
341910817-0003		Homogeneous			
FB3D-2-1-Floor Tile	12"x12" White/Tan VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910817-0004	400 - 400 M/L: 4- /T	Homogeneous		OOO(New Character (Others)	40/ Olemen a tille
FB3D-2-1-Mastic	12"x12" White/Tan VCT	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
FB5A-2-2-Floor Tile	12"x12" White/Tan VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910817-0005	VOI	Homogeneous			
FB5A-2-2-Mastic	12"x12" White/Tan VCT	Black Non-Fibrous		96% Non-fibrous (Other)	4% Chrysotile
341910817-0005A		Homogeneous			
FB5D-2-3-Floor Tile	12"x12" White/Tan VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910817-0006		Homogeneous			
FB5D-2-3-Mastic	12"x12" White/Tan VCT	Black Non-Fibrous		96% Non-fibrous (Other)	4% Chrysotile
341910817-0006A		Homogeneous			
FB3D-3-1 341910817-0007	Joint Compound	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
FB5A-3-2	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910817-0008		Homogeneous		,	
FB5D-3-3	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910817-0009		Homogeneous			
FB3D-4-1	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910817-0010		Homogeneous			
FB5A-4-2	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910817-0011		Homogeneous			
FB5D-4-3 341910817-0012	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
FB3D-5-1-Skim Coat	Interior Walls Concrete Finish	Homogeneous White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910817-0013	Concrete Fillish	Homogeneous		65% Non-librous (Other)	

Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

		_	Non-Asbes		<u>Asbestos</u> % Type	
Sample	Description	Appearance	% Fibrous	% Non-Fibrous		
FB3D-5-1-Base Coat	Interior Walls Concrete Finish	Tan Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected	
FB5A-5-2-Skim Coat	Interior Walls Concrete Finish	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
341910817-0014		Homogeneous -				
FB5A-5-2-Base Coat 341910817-0014A	Interior Walls Concrete Finish	Tan Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected	
FB5D-5-3-Skim Coat	Interior Walls Concrete Finish	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
341910817-0015	Control of Timon	Homogeneous		co /s recir librodo (Carior)		
FB5D-5-3-Base Coat	Interior Walls Concrete Finish	Tan Non-Fibrous		30% Quartz 15% Ca Carbonate	None Detected	
341910817-0015A		Homogeneous		55% Non-fibrous (Other)		
FB1B-1-1	Drywall	Tan Fibrous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected	
341910817-0016	Dawell	Heterogeneous	100/ Callulana	GEO/ Cyngum	None Detected	
FB2B-1-2 341910817-0017	Drywall	Tan Fibrous Heterogeneous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected	
FB6C-1-3	Drywall	Brown/Tan	10% Cellulose	65% Gypsum	None Detected	
341910817-0018	Diywali	Fibrous Heterogeneous	1070 Schulosc	25% Non-fibrous (Other)	None Detected	
FB1B-2-1-Floor Tile	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected	
341910817-0019		Homogeneous				
FB1B-2-1-Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous		96% Non-fibrous (Other)	4% Chrysotile	
341910817-0019A		Homogeneous				
FB2B-2-2-Floor Tile	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected	
341910817-0020	\A/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Homogeneous		OON New Character (Others)	40/ 01	
FB2B-2-2-Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile	
FB6C-2-3-Floor Tile	White/Tan 12"x12"	Tan		100% Non-fibrous (Other)	None Detected	
341910817-0021	VCT	Non-Fibrous Homogeneous		100 /0 11011 1101000 (0 0101)		
FB6C-2-3-Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous		98% Non-fibrous (Other)	2% Chrysotile	
341910817-0021A		Homogeneous				
FB1B-3-1	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
341910817-0022		Homogeneous				
FB2B-3-2 341910817-0023	Joint Compound	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
FB6C-3-3	Joint Compound	White		15% Ca Carbonate	None Detected	
341910817-0024	Joint Compound	Non-Fibrous Homogeneous		85% Non-fibrous (Other)	None Detected	
FB1B-4-1	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected	
341910817-0025		Homogeneous				
FB2B-4-2	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected	
341910817-0026		Homogeneous				

Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

		Non-Asbestos Appearance % Fibrous % Non-Fibrous			<u>Asbestos</u>	
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type	
FB6C-4-3 341910817-0027	Ceiling Insulation	White Fibrous Homogeneous	95% Min. Wool	5% Non-fibrous (Other)	None Detected	
FB1B-5-1-Skim Coat	Interior Wall Concrete	White		15% Ca Carbonate	None Detected	
341910817-0028	Finish	Non-Fibrous Homogeneous		85% Non-fibrous (Other)		
FB1B-5-1-Base Coat	Interior Wall Concrete	Tan		30% Quartz	None Detected	
341910817-0028A	Finish	Non-Fibrous Homogeneous		15% Ca Carbonate 55% Non-fibrous (Other)		
FB2B-5-2-Skim Coat	Interior Wall Concrete Finish	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
341910817-0029	i iiiisii	Homogeneous		03 /6 Non-indicas (Other)		
FB2B-5-2-Base Coat	Interior Wall Concrete Finish	Tan Non-Fibrous		30% Quartz 15% Ca Carbonate	None Detected	
341910817-0029A		Homogeneous		55% Non-fibrous (Other)		
FB6C-5-3-Skim Coat	Interior Wall Concrete Finish	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
341910817-0030 EBGC 5-2 Book Coot	Interior Wall Concrete	Homogeneous Tan		30% Quartz	None Detected	
FB6C-5-3-Base Coat	Finish	Non-Fibrous Homogeneous		15% Ca Carbonate 55% Non-fibrous (Other)	None Detected	
FB805B-1-1	Drywall	Brown/Beige	10% Cellulose	65% Gypsum	None Detected	
341910817-0031	,,	Fibrous Heterogeneous	<1% Glass	25% Non-fibrous (Other)		
-B19A-1-2	Drywall	Brown/Beige	10% Cellulose	65% Gypsum	None Detected	
41910817-0032		Fibrous Heterogeneous	<1% Glass	25% Non-fibrous (Other)		
FB17A-1-3	Drywall	Brown/Beige Fibrous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected	
341910817-0033		Heterogeneous				
FB805B-2-1-Floor Tile	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected	
341910817-0034 FB805B-2-1-Mastic	White/Tan 12"x12"	Homogeneous Black		04% Non fibrage (Other)	69/ Chrysotile	
-D0U3D-2-1-WastiC 341910817-0034A	VCT	Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile	
FB19A-2-2-Floor Tile	White/Tan 12"x12"	Tan		100% Non-fibrous (Other)	None Detected	
341910817-0035	VCT	Non-Fibrous Homogeneous		,		
B19A-2-2-Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous		94% Non-fibrous (Other)	6% Chrysotile	
841910817-0035A		Homogeneous				
FB17A-2-3-Floor Tile	White/Tan 12"x12" VCT	White Non-Fibrous		100% Non-fibrous (Other)	None Detected	
341910817-0036		Homogeneous				
FB17A-2-3-Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous		94% Non-fibrous (Other)	6% Chrysotile	
341910817-0036A	loint Common d	Homogeneous		150/ Co Code and 1	None Detected	
FB805B-3-1 341910817-0037	Joint Compound	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
FB19A-3-2	Joint Compound	White		15% Ca Carbonate	None Detected	
FB19A-3-2 341910817-0038	Joint Compound	Non-Fibrous Homogeneous		85% Non-fibrous (Other)	Notic Detected	
FB17A-3-3	Joint Compound	White		15% Ca Carbonate	None Detected	
341910817-0039		Non-Fibrous Homogeneous		85% Non-fibrous (Other)		

Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

		Non-Asbestos			Asbestos	
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type	
FB805B-4-1	Ceiling Insulation	White Fibrous	98% Min. Wool	2% Non-fibrous (Other)	None Detected	
341910817-0040		Homogeneous				
FB19A-4-2	Ceiling Insulation	White Fibrous	98% Min. Wool	2% Non-fibrous (Other)	None Detected	
41910817-0041		Homogeneous				
FB17A-4-3	Ceiling Insulation	White Fibrous	98% Min. Wool	2% Non-fibrous (Other)	None Detected	
341910817-0042		Homogeneous				
FB805B-5-1-Skim Coat	Interior Wall Concrete Finish	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
	Interior Wall Consents	Homogeneous		200/ Overto	Nama Datastad	
FB805B-5-1-Backing	Interior Wall Concrete Finish	Gray Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected	
FB19A-5-2-Skim Coat	Interior Wall Concrete	White		15% Ca Carbonate	None Detected	
341910817-0044	Finish	Non-Fibrous Homogeneous		85% Non-fibrous (Other)	None Beledicu	
FB19A-5-2-Base Coat	Interior Wall Concrete	Tan		30% Quartz	None Detected	
341910817-0044A	Finish	Non-Fibrous Homogeneous		15% Ca Carbonate 55% Non-fibrous (Other)		
FB17A-5-3-Skim Coat	Interior Wall Concrete	White		15% Ca Carbonate	None Detected	
341910817-0045	Finish	Non-Fibrous Homogeneous		85% Non-fibrous (Other)		
B17A-5-3-Base Coat	Interior Wall Concrete Finish	Tan Non-Fibrous		30% Quartz 15% Ca Carbonate	None Detected	
341910817-0045A		Homogeneous		55% Non-fibrous (Other)		
FB4B-1-1	Drywall	Brown/Beige Fibrous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected	
341910817-0046		Heterogeneous				
FB4A-1-2	Drywall	Brown/Beige Fibrous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected	
341910817-0047		Heterogeneous				
FB12B-1-3	Drywall	Brown/Beige Fibrous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected	
341910817-0048 =DAD 0 4 Flore Tile	\A/I-14-/T 40II-40II	Heterogeneous		4000/ New Shares (Others)	News Detected	
FB4B-2-1-Floor Tile	White/Tan 12"x12" VCT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected	
	White/Tan 12"x12"			100% Non fibrous (Other)	None Detected	
FB4B-2-1-Mastic	VCT	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected	
B4A-2-2-Floor Tile	White/Tan 12"x12"	White		100% Non-fibrous (Other)	None Detected	
341910817-0050	VCT	Non-Fibrous Homogeneous				
FB4A-2-2-Mastic	White/Tan 12"x12"	Tan		100% Non-fibrous (Other)	None Detected	
341910817-0050A	VCT	Non-Fibrous Homogeneous		,		
FB12B-2-3-Floor Tile	White/Tan 12"x12" VCT	White Non-Fibrous		100% Non-fibrous (Other)	None Detected	
341910817-0051		Homogeneous				
FB12B-2-3-Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous		95% Non-fibrous (Other)	5% Chrysotile	
341910817-0051A		Homogeneous				
FB4B-3-1	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected	
341910817-0052		Homogeneous				

Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			<u>Asbestos</u>		
Sample	Description	Appearance	% Fibrous % Non-Fibrous		% Type
FB4A-3-2	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910817-0053 ED40D 2 2	Inited Commonweal	Homogeneous		450/ Co Corbonata	Nama Datastad
FB12B-3-3 341910817-0054	Joint Compound	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
FB4B-4-1	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910817-0055		Homogeneous			
FB4A-4-2	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910817-0056		Homogeneous			
FB12B-4-3	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910817-0057	lataria a Mall Occasion	Homogeneous		AF9/ On Onthoropte	News Detected
FB4B-5-1-Skim Coat 341910817-0058	Interior Wall Concrete Finish	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
FB4B-5-1-Base Coat	Interior Wall Concrete Finish	Tan Non-Fibrous		30% Quartz 15% Ca Carbonate	None Detected
341910817-0058A		Homogeneous		55% Non-fibrous (Other)	N. B. ()
FB4A-5-2-Skim Coat 341910817-0059	Interior Wall Concrete Finish	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
	Interior Wall Concrete	Tan		30% Quartz	None Detected
FB4A-5-2-Base Coat	Finish	Non-Fibrous Homogeneous		15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
FB12B-5-3-Skim Coat	Interior Wall Concrete Finish	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910817-0060		Homogeneous		0070110111101000 (011101)	
FB12B-5-3-Base Coat	Interior Wall Concrete Finish	Tan Non-Fibrous		30% Quartz 15% Ca Carbonate	None Detected
341910817-0060A		Homogeneous		55% Non-fibrous (Other)	
FB-1-1 341910817-0061	Roofing Felt	Black Fibrous	65% Cellulose	35% Non-fibrous (Other)	None Detected
FB-1-2	Roofing Felt	Homogeneous Black	65% Cellulose	35% Non-fibrous (Other)	None Detected
341910817-0062	rvooning i Git	Fibrous Homogeneous	00 /0 Cellulose	3370 NON-HOLOUS (Other)	None Detected
FB-1-3	Roofing Felt	Black Fibrous	65% Cellulose	35% Non-fibrous (Other)	None Detected
341910817-0063		Homogeneous			
FB-1-4	Roofing Felt	Black Fibrous	65% Cellulose	35% Non-fibrous (Other)	None Detected
341910817-0064		Homogeneous			
FB-1-5	Roofing Felt	Black Fibrous	65% Cellulose	35% Non-fibrous (Other)	None Detected
341910817-0065		Homogeneous			
FB-1-6	Roofing Felt	Black Fibrous	65% Cellulose	35% Non-fibrous (Other)	None Detected
341910817-0066 FB-1-7	Roofing Felt	Homogeneous Black	95% Cellulose	5% Non-fibrous (Other)	None Detected
341910817-0067		Fibrous Homogeneous			



Customer PO: Project ID:

Analyst(s)

Jessicka Lopez (33) Jhon Rosario (58) Sada Biadanan Jahantan Biada

Carlos Rivadeneyra, Laboratory Director or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

Appendix C UES Inspector Certification

UF TREEO Center UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies

David Paul Cheney

Universal Engineering Sciences, 1985 Cope Ln., Pensacola, FL 32504

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Inspector

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0004731 (1/2 Day; 3.40 Contact Hours)

(Reaccreditation for Inspector under TSCA Title II/AHERA)

Conducted

08/07/2018

Certificate #: 190044-7212

Exam Date: 08/07/2018

EPA accreditation expires: 08/07/2019

Principal Instructor: Brian Duchene, PE, LAC

CEUs: .4

FBPR LAC: #0000995; Course #0004731

FBPE CEHs: #0004021; Course #0009083/Educational Institutions: 4 CEHs

Card Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



PRE-DEMOLITION ASBESTOS SURVEY

Massalina Memorial Homes 804 E. 15th Street Panama City, Bay County, Florida UES Project No. 2040.1900029.0000

July 23, 2019

Prepared For:

Panama City Housing Authority 2315 Ruth Hentz Avenue Panama City, Florida 32405 Attention: Ms. Teri Henry, Executive Director

Prepared By:

Universal Engineering Sciences, Inc 1712 Airport Road Panama City, Florida 32405 (850) 215-2060

Prepared By:

D. Paul Cheney, P.G. EPA Accredited Asbestos Inspector Certificate No. 19044-7212

D Paul Cheney

Reviewed By:

Lindsey Weaver, P.E.

Florida Licensed Asbestos Consultant

Florida License No. EA0000046

Consultants In: Geotechnical Engineering • Environmental Sciences • Geophysical Services • Construction Materials
Testing • Threshold Inspection • Building Inspection • Private Provider Inspection • Building Code Administration

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1.0 INTRODUCTION

1.1 General

This report presents the results of Universal Engineering Sciences, Inc. (UES) evaluation of suspect Asbestos Containing Materials (ACMs) performed on July 11, 2019 for the Massalina Memorial Homes apartment complex located at the 804 E. 15th Street in Panama City, Bay County, Florida. A Property Location Map (Figure 1) is included in Appendix A. The buildings included in this assessment included 20 two-story apartment buildings with a total of 141 rental units, an office building, and a day care center. The apartment complex was heavily damaged by Hurricane Michael in October 2018 and is no longer habitable; all buildings are scheduled for demolition.

1.2 Purpose and Scope

The purpose of this study was to perform an evaluation of the interior and exterior of the existing structures for the presence of ACMs that could be disturbed during the proposed demolition of the buildings. The activities and procedures used to accomplish this evaluation were as follows:

- 1. A review of available information concerning the buildings, including the date of initial construction, significant renovations, types of construction, various types of mechanical systems, and information regarding the building's use.
- 2. A walk-through to observe accessible areas within the buildings to identify, locate, and assess suspect ACMs.
- 3. Collection of samples of each suspect ACM.
- 4. Analysis of the samples collected by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using Polarized Light Microscopy (PLM) for the presence of asbestos fibers.
- 5. Preparation and submittal of this report detailing the finding of this evaluation.

The scope of our investigation did not include an evaluation of fixtures or stored materials. It should also be noted that UES did not collect samples of the concrete slabs at any of the structures. If the concrete is to be recycled, Florida regulations require that the concrete be sampled to verify that it is free of asbestos.

2.0 BUILDING CHARACTERISTICS AND INFORMATION

2.1 General

The subject of this asbestos survey consisted of the Massalina Memorial Homes apartment complex located at 804 E. 15th Street in Panama City, Bay County, Florida. The complex include a two-story office building, a single-story day care buildings, and 20 two-story, wood-framed apartment buildings that include 47 one-bedroom, 46 two-bedroom, 36 three-bedroom, 8 four-bedroom, and 4 handicapped units. For legal purposes, the property is identified by the Bay County parcel identification number 16483-000-000.

Interior finishes in all apartment units were identical. Flooring consisted of a white/tan 12" x 12" vinyl composite tile (VCT), painted drywall, painted concrete ceilings on the first floor units and

Pre-Demolition Asbestos Survey Massalina Memorial Homes 804 E. 15th Street Panama City, Bay County, Florida

painted drywall ceiling systems on the second floor units. Exterior finishes consisted of painted brick, wooden soffit and fascia, and a wooden roof deck. The original asphalt shingle roof system had been overlaid by a metal roof system.

2.2 Mechanical Systems

The heating, ventilation, and air conditioning (HVAC) systems system in the apartments consist of wall mounted package units similar to those found in hotels. No insulation was present on the exposed water piping.

2.3 Available Material Information

UES was not provided with copies of building plans or other material information in reference to the structure located within the subject property. The most recent as-built construction plans for building additions and renovations and/or building records were not located through the local municipality, nor provided during the time of the asbestos survey.

2.3 Building Use

At the time of the asbestos survey, all buildings had been damaged by Hurricane Michael in October 2018 and were vacant.

3.0 BUILDING INSPECTION

Three forms of asbestos containing materials are typically found in buildings: (1) sprayed-on or troweled-on surfacing materials; (2) thermal system insulation on pipes, boilers, and ductwork; and (3) miscellaneous materials such as drywall, ceiling tile, and floor tile. A walk-through inspection was conducted to identify these and other materials present within the facility which are typically suspected of containing asbestos.

3.1 Inspection Procedures

UES' field inspection was performed by accredited Environmental Protection Agency (EPA) inspector Paul Cheney of UES' Panama City office. In accordance with the Code of Federal Regulations (CFR) 49 CFR, Part 763 (AHERA), the inspection was conducted under the direction of an asbestos consultant licensed in the State of Florida. After a preliminary walk-through of the facility, an inspection was conducted to evaluate the location and extent of the suspect ACMs. Upon identification, these materials were categorized into homogeneous sampling material (HSM) of the same type, age, visual appearance, texture, and composition.

Random, and in some cases judgmental, samples of each homogeneous materials were then collected. The physical condition and potential for disturbance and damage of each material was assessed. In addition, a tactile inspection of the material was performed to evaluate friability. If the material, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, it is considered friable.

3.2 Suspect Asbestos Containing Building Materials

Based on UES' visual survey of the individual buildings, 31 homogeneous areas (HMAs) of suspect asbestos containing materials were identified. On July 11, 2019 UES collected 123 samples of suspect ACMs from the interior and exterior of the structures. Detailed information

concerning the description of each suspect ACM is included n Table 1; sample locations for the suspect ACMs are presented on the Asbestos Sample Location Plan (Appendix A).

4.0 LABORATORY ANALYSIS

4.1 Bulk Samples

Samples of the suspect ACMs collected during the field inspections were transported under chain-of-custody documentation to EMSL Analytical, Inc., located in Orlando, Florida. EMSL Analytical, Inc. is an accredited laboratory for bulk sample analysis according to the NVLAP. The samples were analyzed for the presence of asbestos fibers using PLM. The analyses were performed according to EPA Method 600/R-93/116 July 1993. Copies of the laboratory reports are included in Appendix B.

4.2 Point Count

Samples of the suspect ACM collected during the field inspection were not point counted as part of this survey.

5.0 FINDINGS

The laboratory analyses indicated that asbestos fibers in excess of one percent were detected in one of the materials sampled by UES. Table 1 presents the analytical results of the suspect asbestos containing materials.

	Table 1 Asbestos Sample Analytical Summary – Massalina Memorial Homes					
HSM	Material	Homogeneous Naterial Location(s) & Sample Conditi Number(s)		Analytical Results For Asbestos	NESHAPS Category	
HA 1	Drywall	Units 803G, 805F, 810A M803G-1-1, M805F1-2, and M810G-1-3	Good	Not Detected	N/A	
114.0	White 12" x 12" VCT	Units 803G, 805F, 810A M803G-2-1 Floor Tile, M805F- 2-2 Floor Tile, and M810G-2-3 Floor Tile	Good	Not Detected	N/A	
HA 2	Mastic	Units 803G, 805F, 810A M803G-2-1 Mastic, M805F-2-2 Mastic, and M810G-2-3 Mastic	Good	< 1 to 4% Chrysotile	Category 1 Non-Friable	
HA 3	Joint Compound	Units 803G, 805F, 810A M803G-3-1, M805F-3-2, and M810G-3-3	Good	Not Detected	N/A	
HA 4	Ceiling Insulation	Units 803G, 805F, 810A M803G-4-1, M805F-4-2, and M810G-4-3	Good	Not Detected	N/A	
HA 5	Ceiling Skim Coat	Units 803G, 805F, 810A M803G-5-1 Skim Coat, M805F- 5-2 Skim Coat, and M810G-5-3 Skim Coat	Good	Not Detected	N/A	
паз	Ceiling Base Coat	Units 803G, 805F, 810A M803G-5-1 Base Coat, M805F- 5-2 Base Coat, and M810G-5-3 Base Coat	Good	Not Detected	N/A	

	Acheetee S	Table 1	Magazlina M	omerial Hemos	
нѕм	Material	ample Analytical Summary – Homogeneous Location(s) & Sample Number(s)	Condition	Analytical Results For Asbestos	NESHAPS Category
HA 6	Undersink Coating	Units 803G, 805F, 810A Kitchen Sinks M803G-6-1, M805F-6-2, and M810G-6-3	Good	Not Detected	N/A
HA 7	Drywall	Units 805D, 801D, 807C M805D-1-1, M801D1-2, and M807C-1-3	Good	Not Detected	N/A
HA 8	White 12" x 12" VCT	Units 805D, 801D, 807C M805D-1-1 Floor Tile, M801D- 1-2 Floor Tile, and M807C-1-3 Floor Tile	Good	Not Detected	N/A
	Mastic	Units 805D, 801D, 807C M805D-2-1 Mastic, M801D-2-2 Mastic, and M807C-2-3 Mastic	Good	Not Detected to 4% Chrysotile	Category 1 Non-Friable
HA 9	Joint Compound	Units 805D, 801D, 807C M805D-3-1, M801D-3-2, and M807C-3-3	Good	Not Detected	N/A
HA 10	Ceiling Insulation	Units 805D, 801D, 807C M805D-4-1, M801D-4-2, and M807C-4-3	Good	Not Detected	N/A
HA 11	Ceiling Texture Skim Coat	Units 805D, 801D, 807C M805D-5-1, M801D-5-2, and Good M807C-5-3 Skim Coat		Not Detected	N/A
	Ceiling Texture Base Coat	Unit 807C M807C-5-3 Base Coat	Good	Not Detected	N/A
HA 12	Undersink Coating	Units 805D, 801D, 807C M805D-6-1, M801D-6-2, and M807C-6-3	Good	Not Detected	N/A
HA 13	Drywall	Units 1404C, 1404B, and 1404E M1404C-1-1, M1404B-1-2, and M1404E-1-3	Good	Not Detected	N/A
HA 14	White 12" x 12" VCT	Units 1404C and 1404B M1404C-2-1 Floor Tile, M1404B-2-2 Floor Tile	Good	Not Detected	N/A
ПА 14	Mastic	Units 1404C and 1404B M1404C-2-1 Mastic, M1404B- 2-2 Mastic	Good	2% to 4% Chrysotile	Category 1 Non-Friable
HA 15	Drywall	Units 1404C, 1404B, and 1404E M1404C-3-1, M1404B-3-2, and M1404E-3-3	Good	Not Detected	N/A
HA 16	Ceiling Insulation	Units 1404C and 1404B M1404C-4-1, M1404B-4-2	Good	Not Detected	N/A
HA 17	Ceiling Finish Base Coat	Units 1404C and 1404B M1404C-5-1 Base Coat, M1404B-4-2 Base Coat	Good	Not Detected	N/A
TIA 17	Ceiling Finish Skim Coat	Units 1404C and 1404B M1404C-5-1 Skim Coat, M1404B-5-2 Skim Coat	Good	Not Detected	N/A
HA 18	Undersink Coating	Units 1404C and 1404B M1404C-6-1, M1404B-6-2	Good	Not Detected	N/A

	Table 1 Asbestos Sample Analytical Summary – Massalina Memorial Homes					
нѕм	Material	Homogeneous Location(s) & Sample Number(s)	Condition	Analytical Results For Asbestos	NESHAPS Category	
HA 19	Drywall	Office M804-1-1, M804-1-2, and M804-1-3	Good	Not Detected	N/A	
	Bottom Floor Wood Pattern Sheet Vinyl	Office M804-2-1 Sheet Vinyl, M804-2- 2 Sheet Vinyl	Good	Not Detected	N/A	
HA 20	Mastic	Office M804-2-1 Mastic, M804-2-2 Mastic	Good	5% to 6% Chrysotile	Category 1 Non-Friable	
	Leveler	Office M804-2-1 Leveler, M804-2-2 Leveler	Good	Not Detected	N/A	
	White 12" x 12: VCT	Office M804-3-1 Floor Tile to M804-3- 2 Floor Tile	Good	Not Detected	N/A	
HA 21	Black Mastic	Black Mastic M804-3-1 Black Mastic to M804-3-2 Black Mastic		4% Chrysotile	Category 1 Non-Friable	
	Tan Mastic	Office M804-3-1 Tan Mastic to M804- 3-2 Tan Mastic	Good	Not Detected	N/A	
HA 22	Joint Compound	Office M804-4-1, M804-4-2, M804-4-3	Good	Not Detected	N/A	
HA 23	Ceiling Insulation	Office M804-5-1, M804-5-2, M804-5-3	Good	Not Detected	N/A	
HA 24	Dark Brown Wood Pattern Vinyl Flooring (Upstairs)	Office M804-6-1, M804-6-2	Good	Not Detected	N/A	
HA 25	Ceiling Texture	Office M804-7-1 Texture, M804-7-2 Texture, M804-7-3 Texture	Good	Not Detected	N/A	
TIAZO	Ceiling Plaster	Office M804-7-1 Plaster, M804-7-2 Plaster, M804-7-3 Plaster	Good	Not Detected	N/A	
HA 26	Wallboard System	Daycare Center M806-1-1, M806-1-2, M806-1-3	Good	Not Detected	N/A	
HA 27	Ceiling Texture	Daycare Center M806-2-1, M806-2-2, M806-2-3	Good	Not Detected	N/A	
HA 28	White 12" x 12" VCT	Daycare Center M806-3-1 Floor Tile, M806-3-2 Floor Tile	Good	Not Detected	N/A	
1 IA 20	Yellow Mastic	Daycare Center M806-3-1 Mastic, M806-3-2 Mastic	Good	Not Detected	N/A	
114.00	Tan 12" x12" VCT (2 nd Layer)	Daycare Center M806-4-1 Floor Tile, M806-4-2 Floor Tile	Good	Not Detected	N/A	
HA 29	Black Mastic (2 nd Layer)	Daycare Center M806-4-1 Mastic, M806-4-2 Mastic	5% to 6% Chrysotile	Category 1 Non-Friable	5% to 6% Chrysotile	

Table 1 Asbestos Sample Analytical Summary – Massalina Memorial Homes					
HSM	M Material Homogeneous Location(s) & Sample Number(s)		Condition	Analytical Results For Asbestos	NESHAPS Category
HA 30	Asphalt Shingle	All Buildings M-1-1 to M-1-7	Good	Not Detected	N/A
HA 31	Roofing Felt	All Buildings M-2-1 to M-2-7	Good	Not Detected	N/A

6.0 SUMMARY

Inspection of the Massalina Memorial Homes apartment complex located at 804 E. 15th Street in Panama City, Bay County, Florida identified 31 different homogeneous materials suspected of containing asbestos fibers. Bulk samples of each of these materials were collected and submitted to a NVLAP accredited laboratory for analysis. The results indicated that one tone of the suspect materials contained asbestos fibers in excess of one percent as follows:

1. Black Mastic used on all floorings throughout the apartment complex (please note, interior finishes were identical throughout the 1, 2, 3, and four bedroom units; samples of interior finishes were collected from selected 1, 2, 3, and 4 bedroom units). This material would be considered a Category I non-friable asbestos containing material. UES estimates that there is approximately 125,000 square feet of the mastic material present on the building floors.

Please note; the material estimate above is for sampling purposes only and should not be used for the purpose of estimating abatement costs. For bidding purposes, the abatement contractor is responsible for determining the square footage of materials that will require abatement. Finally, roofing samples were collected from random apartment units but are not shown on the sample location maps.

7.0 REGULATORY INFORMATION

There are federal and state statutes and regulations which govern the abatement and disposal of ACMs. The renovation or demolition of buildings and roofs containing ACMs is regulated under the NESHAP statute. The NESHAP regulations require notification to the controlling agency and removal of all regulated asbestos containing materials (RACM) prior to renovation or demolition. RACM is defined as (1) friable asbestos material, (2) Category I non-friable asbestos containing material that has become friable, (3) Category I non-friable asbestos containing material that will be or has been subjected to sanding, grinding, cutting or abrading, or (4) Category II non-friable asbestos containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by NESHAP. We strongly recommend that you contact the Controlling Agency prior to renovation or demolition regarding the proper disposition of the ACMs. It is important to note that even though an activity may be exempt from the EPA NESHAP regulations; such exemption does not extend to Occupational Safety and Health Administration (OSHA) standards or other state and federal statutes.

Pre-Demolition Asbestos Survey Massalina Memorial Homes 804 E. 15th Street Panama City, Bay County, Florida

Renovation or demolition activities in buildings and on roofs that contain ACM or presumed asbestos containing material (PACM) are regulated under the OSHA Asbestos Construction Standard (CFR 1926.1101). The OSHA standard requires the building owner to inform their employees who will work in or adjacent to areas containing ACM or PACM, perspective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing ACM or PACM, all employers of employees on multi-employer work sites who will be performing work with or adjacent to areas containing asbestos and tenants who will occupy areas containing ACM or PACM, of the presence, location, and quantity of ACM or PACM at the work sites in their building and facilities. Further, the OSHA standard (1926.1101) requires employers who discover ACM or PACM to convey information concerning the presence, location and quantity of such newly discovered ACM or PACM to others employers of employees working at the work site within 24 hours of discovery. While OSHA says the notification can be written or personal communication, there are many advantages to written communication.

The OSHA construction standard (CFR 1926.1101) also contains specific training, work practices, procedures, engineering controls, notifications, permissible exposure limits, personal protection, record keeping and a multitude of other requirements for the demolition, renovation, construction, alterations, repair, maintenance of structures, substrates or portions thereof that contain asbestos. It should be noted that recent court rulings have exempted roofing cement from the OSHA Construction Industry Asbestos Standard.

Demolition of the Massalina Memorial Homes apartment complex located at 804 E. 15th Street in Panama City, Bay County, Florida should be conducted in strict compliance with the aforementioned federal statutes and other applicable regulations, and good health and safety practices. All procedures, methods and documentation should be accomplished by and be the responsibility of appropriately licensed professionals (asbestos consultants and contractors). Any material identified as non-friable ACM must be treated as friable ACM when the material is about to become friable as a result of activities performed within the building.

8.0 CONTROLLING AGENCIES

The Controlling Agency for the coordination of projects involving asbestos renovation and demolition for Bay County is the Florida Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida. Inquiries should be addressed to Mr. Tracy White. Mr. White's mailing address is 470 Harrison Avenue, Panama City Florida, 32401. Mr. White can also be reached via email at Tracy.a.white@fdep.state.fl.us or by telephone at 850-245-2984.

9.0 CONDITIONS AND LIMITATIONS OF THIS SURVEY

A representative of Universal Engineering Sciences, Inc. (UES) obtained samples of building materials which were observed during a walk-through of the subject facility that are typically suspected of containing asbestos as a constituent. The bulk samples were submitted to an NVLAP approved laboratory for analysis using EPA approved methods for industry-accepted standards. UES offers no warranty, express or implied.

In general, inspection and sampling procedures were incorporated which allowed assessment of reasonably accessible building materials. Any suspect building materials not addressed in this

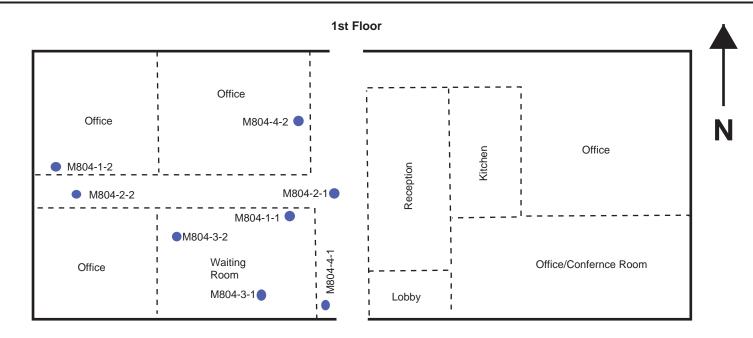
Pre-Demolition Asbestos Survey Massalina Memorial Homes 804 E. 15th Street Panama City, Bay County, Florida July 23, 2019 UES Project No. 2040.1900029.0000

report which are encountered during demolition, should be assessed for asbestos content prior to being damaged and/or removed. Building equipment, fixtures, stored materials, under mirrors and under plastic wall panels were not inspected or sampled as part of this evaluation.

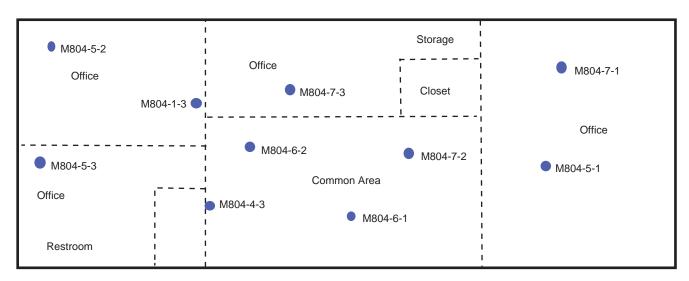
Appendix A

Sample Location Plans





2nd Floor



Key:

= interior sample location

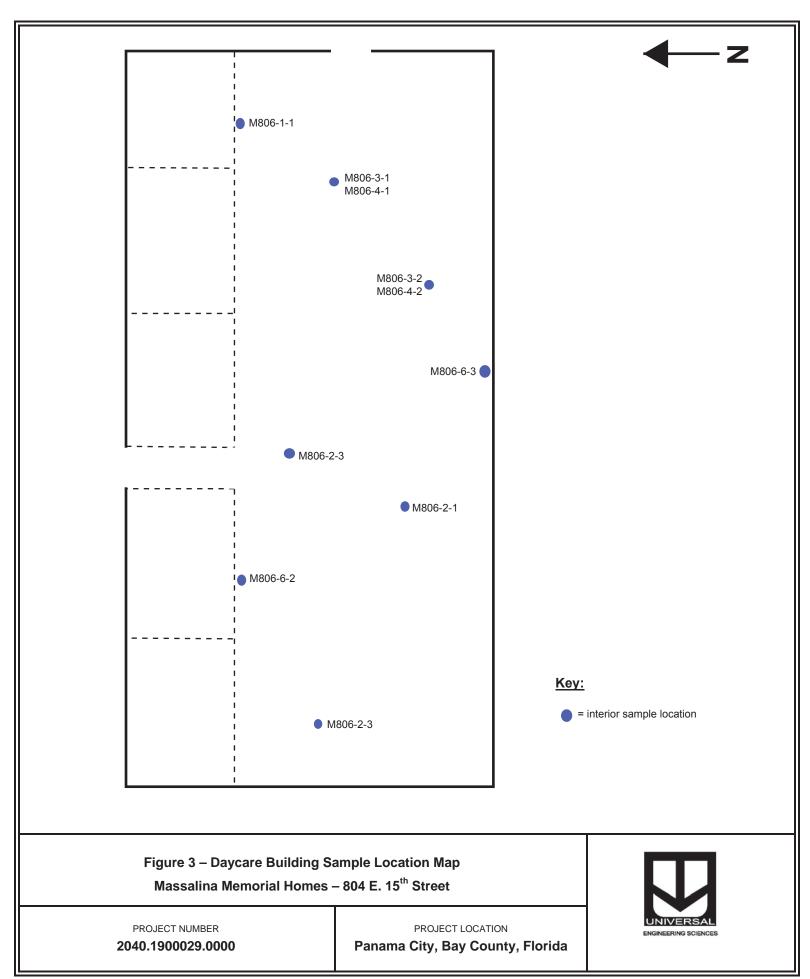
Figure 2 – Office Building Sample Location Map Massalina Memorial Homes – 804 E. 15th Street

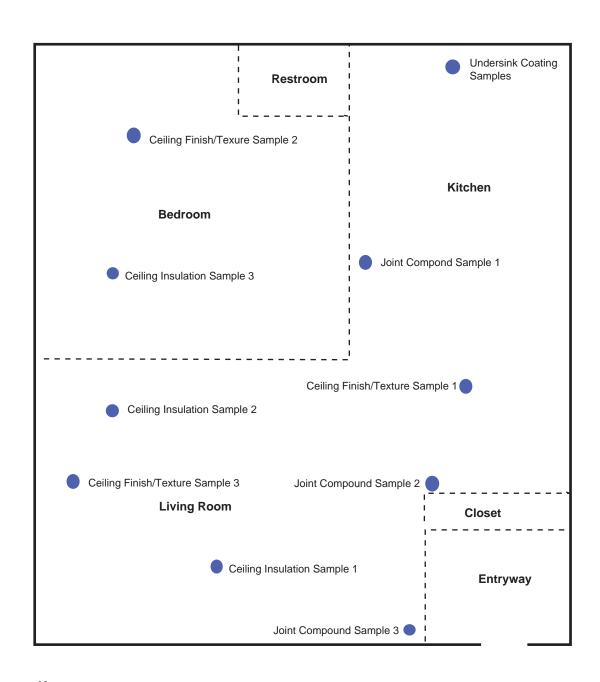
PROJECT NUMBER **2040.1900029.0000**

PROJECT LOCATION

Panama City, Bay County, Florida







Key:

= one bedroom unit interior sample location

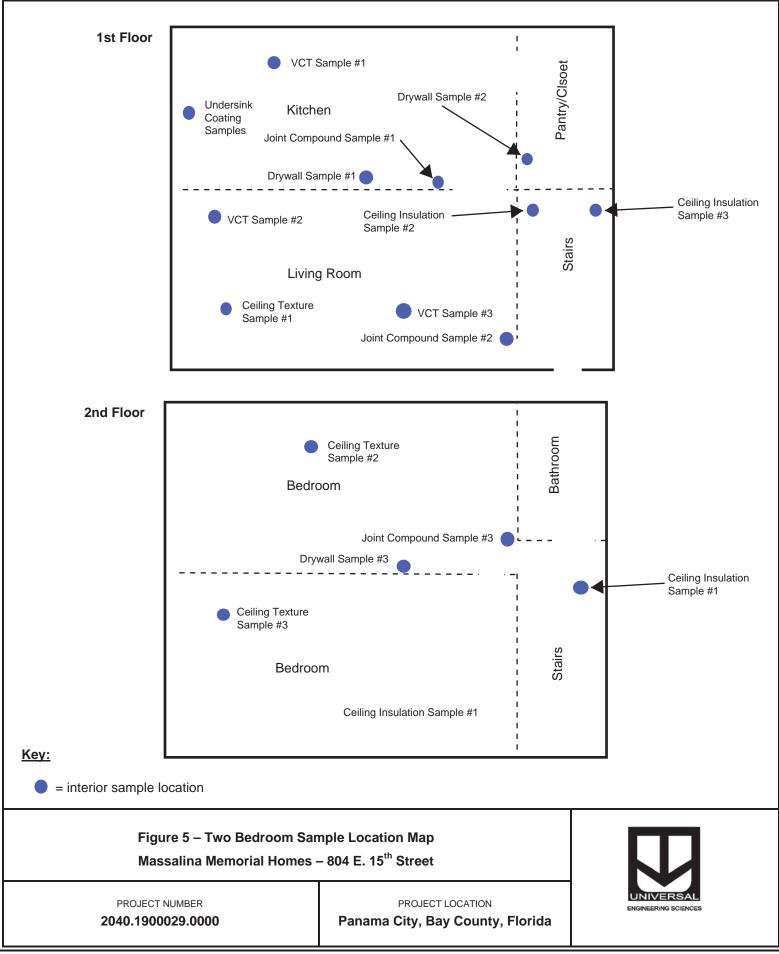
Figure 4 – One Bedroom Sample Location Map Massalina Memorial Homes – 804 E. 15th Street

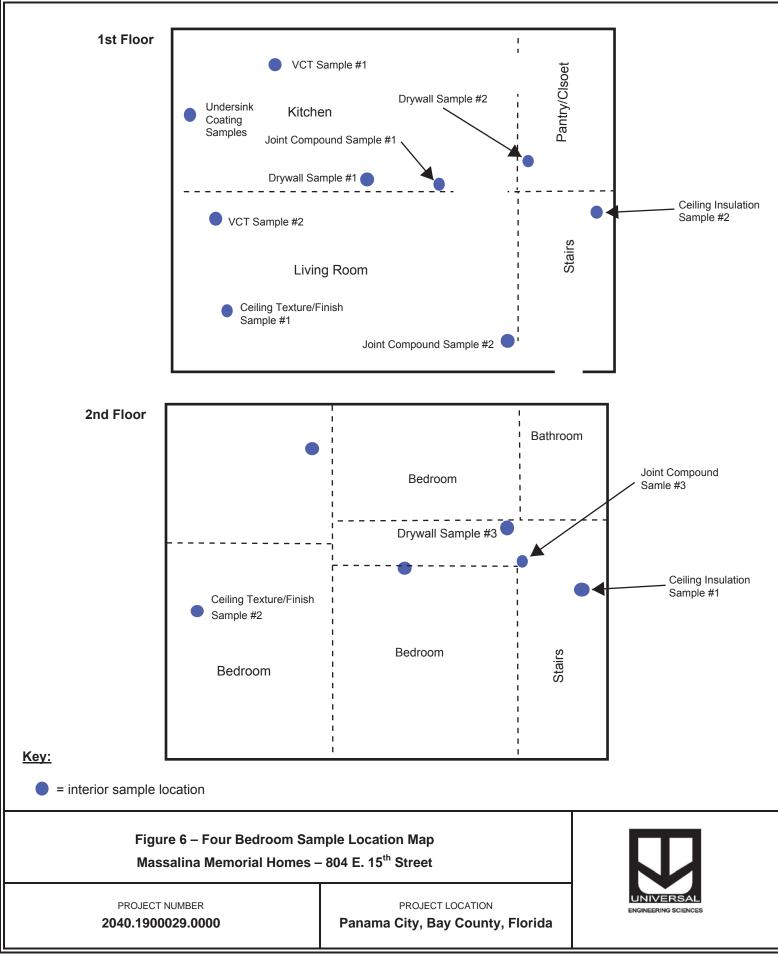
UNIVERSAL ENGINEERING SCIENCES

PROJECT NUMBER **2040.1900029.0000**

PROJECT LOCATION

Panama City, Bay County, Florida





Appendix B Laboratory Report



Customer PO: Project ID:

Attention: Paul Cheney Phone: (850) 215-2060

Universal Engineering Sciences, Inc. Fax: (850) 215-2360

1712 Airport Road Received Date: 07/15/2019 12:30 PM

Panama City, FL 32405 Analysis Date: 07/17/2019

Collected Date:

Project: 2040.1902209.0000/Massalina Memorial Homes

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Asbestos		
Sample	Description	Appearance	% Fibrous % Non-Fibrous		% Type
M803G-1-1 341910768-0001	Drywall	Tan Fibrous Heterogeneous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected
M805F-1-2	Drywall	Brown/Tan Fibrous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
341910768-0002		Heterogeneous			
M810A-1-3	Drywall	Brown/Tan Fibrous	10% Cellulose <1% Glass	65% Gypsum 25% Non-fibrous (Other)	None Detected
341910768-0003		Heterogeneous			
M803G-2-1-VCT 341910768-0004	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
	\\/\bita/Tan 40 40	Homogeneous		4000/ Non Elegent (Other)	440/ Ohmontile
M803G-2-1-Mastic	White/Tan 12"x12" VCT	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
M805F-2-2-Floor Tile	White/Tan 12"x12"	Tan		100% Non-fibrous (Other)	None Detected
	VCT	Non-Fibrous		,	
341910768-0005		Homogeneous			
M805F-2-2-Mastic	White/Tan 12"x12" VCT	Brown Non-Fibrous		96% Non-fibrous (Other)	4% Chrysotile
341910768-0005A	14/1: /T 40/1 40/1	Homogeneous		4000(N	N 5 / / /
M810A-2-3-Floor Tile 341910768-0006	White/Tan 12"x12" VCT	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
M810A-2-3-Mastic	White/Tan 12"x12"	Brown		98% Non-fibrous (Other)	2% Chrysotile
341910768-0006A	VCT	Non-Fibrous Homogeneous		30 % Non-librous (Other)	270 Omysome
M803G-3-1	Joint Compound	White		15% Ca Carbonate	None Detected
341910768-0007	·	Non-Fibrous Homogeneous		85% Non-fibrous (Other)	
M805F-3-2	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0008		Homogeneous			
M810A-3-3	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0009		Homogeneous			
M803G-4-1	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910768-0010		Homogeneous			
M805F-4-2	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910768-0011		Homogeneous			
M810A-4-3 341910768-0012	Ceiling Insulation	White Fibrous Homogeneous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
M803G-5-1-Skim Coat	Ceiling Concrete Finish	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0013	1 1111311	Homogeneous			

Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbe	<u>stos</u>	<u>Asbestos</u>
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
M803G-5-1-Base Coat	Ceiling Concrete Finish	Tan Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
M805F-5-2-Skim Coat	Ceiling Concrete Finish	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0014	Coiling Concrete	Homogeneous		30% Overta	Nana Datastad
M805F-5-2-Base Coat	Ceiling Concrete Finish	Tan Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
M810A-5-3	Ceiling Concrete Finish	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0015		Homogeneous			
M803G-6-1	Under Sink Coating	Black Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0016		Homogeneous			
M805F-6-2 341910768-0017	Under Sink Coating	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
M810A-6-3	Under Sink Coating	Black		100% Non-fibrous (Other)	None Detected
341910768-0018	Onder out Codding	Non-Fibrous Homogeneous		100 / North Indias (Other)	None Beledied
M805D-1-1	Drywall	Gray Fibrous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
341910768-0019		Heterogeneous			
M801D-1-2	Drywall	Brown/Gray Fibrous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
341910768-0020		Heterogeneous			
M807C-1-3 341910768-0021	Drywall	Brown/Tan Fibrous Heterogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
M805D-2-1-Floor Tile	White/Tan 12"x12"	Tan		100% Non-fibrous (Other)	None Detected
341910768-0022	VCT	Non-Fibrous Homogeneous		,	
M805D-2-1-Mastic	White/Tan 12"x12" VCT	Brown Non-Fibrous		98% Non-fibrous (Other)	2% Chrysotile
341910768-0022A		Homogeneous			
M801D-2-2-Floor Tile 341910768-0023	White/Tan 12"x12" VCT	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
M801D-2-2-Mastic	White/Tan 12"x12" VCT	Brown Non-Fibrous		97% Non-fibrous (Other)	3% Chrysotile
341910768-0023A		Homogeneous			
2M807C-2-3-Floor Tile	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0024	\\/\ \To a 40\\\\\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Homogeneous		4000/ Non Shares (Other)	Nama Datastad
2M807C-2-3-Mastic	White/Tan 12"x12" VCT	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
M805D-3-1	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0025		Homogeneous		· · ·	
M801D-3-2	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0026		Homogeneous			
M807C-3-3	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0027		Homogeneous			

Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

		Non-Asbestos			<u>Asbestos</u>
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
M805D-4-1	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910768-0028		Homogeneous			
M801D-4-2	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910768-0029		Homogeneous			
M807C-4-3	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910768-0030		Homogeneous			
M805D-5-1	Ceiling Texture	Gray Non-Fibrous		30% Quartz 15% Ca Carbonate	None Detected
341910768-0031		Homogeneous		55% Non-fibrous (Other)	
M801D-5-2	Ceiling Texture	Tan Non-Fibrous		30% Quartz 15% Ca Carbonate	None Detected
341910768-0032		Homogeneous		55% Non-fibrous (Other)	
M807C-5-3-Skim Coat	Ceiling Texture	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0033	Calling Truture	Homogeneous		200/ Outsite	Name Detected
M807C-5-3-Base Coat	Ceiling Texture	Tan Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
	Undersink Castina	-			None Detected
M805D-6-1 941910768-0034	Undersink Coating	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
	Undersials Coeting	-		4000/ Nan Fibraria (Other)	None Detected
Л801D-6-2 41910768-0035	Undersink Coating	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
	Undersials Coeting	-		4000/ Nan Fibraria (Other)	None Detected
M807C-6-3 841910768-0036	Undersink Coating	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
	Drywall	Brown/Gray	10% Cellulose	65% Gypsum	None Detected
И1404С-1-1 141910768-0037	Drywaii	Fibrous Heterogeneous	<1% Glass	25% Non-fibrous (Other)	None Detected
M1404B-1-2	Drywall	Brown/Gray	10% Cellulose	65% Gypsum	None Detected
841910768-0038	Drywan	Fibrous Heterogeneous	<1% Glass	25% Non-fibrous (Other)	None Beledied
W1404E-1-3	Drywall	Brown/Gray	10% Cellulose	65% Gypsum	None Detected
41910768-0039	Diywa	Fibrous Heterogeneous	<1% Glass	25% Non-fibrous (Other)	None Bolosled
M1404C-2-1-Floor Tile	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0040		Homogeneous			
M1404C-2-1-Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous		96% Non-fibrous (Other)	4% Chrysotile
341910768-0040A		Homogeneous			
M1404B-2-2-Floor Tile	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0041		Homogeneous			
M1404B-2-2-Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous		98% Non-fibrous (Other)	2% Chrysotile
341910768-0041A		Homogeneous			
M1404C-3-1	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0042		Homogeneous			
M1404B-3-2	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0043		Homogeneous			



Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbes	stos_	Asbestos
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
M1404E-3-3	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0044		Homogeneous			
M1404C-4-1	Ceiling Insulation	White Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910768-0045		Homogeneous			
M1404B-4-2	Ceiling Insulation	Gray Fibrous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
341910768-0046	Calling Finish	Homogeneous		450/ Co Coulo poto	Nama Datastad
M1404C-5-1-Skim Coat	Ceiling Finish	Tan Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
M1404C-5-1-Base Coat	Ceiling Finish	Tan		30% Quartz	None Detected
341910768-0047A	Coming 1 mion	Non-Fibrous Homogeneous		15% Ca Carbonate 55% Non-fibrous (Other)	None Belested
M1404B-5-2-Skim Coat	Ceiling Finish	White		15% Ca Carbonate	None Detected
341910768-0048	•	Non-Fibrous Homogeneous		85% Non-fibrous (Other)	
	Ceiling Finish	Tan		30% Quartz	None Detected
M1404B-5-2-Base Coat	Celling Fillish	Non-Fibrous Homogeneous		15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
M1404C-6-1	Under Sink Coating	Black		100% Non-fibrous (Other)	None Detected
	J Olim Journa	Non-Fibrous		.55,5.1011 115/545 (54/61)	. 15110 Deletica
341910768-0049 	Under Sink Coeting	Homogeneous		1009/ Non fibrage (Other)	None Detected
M1404B-2 341910768-0050	Under Sink Coating	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
M804-1-1	Drywall	Brown/Gray	10% Cellulose	65% Gypsum	None Detected
341910768-0051	Diywaii	Fibrous Heterogeneous	<1% Glass	25% Non-fibrous (Other)	None Detected
M804-1-2	Drywall	Brown/Gray	10% Cellulose	65% Gypsum	None Detected
341910768-0052	2.,	Fibrous Heterogeneous	<1% Glass	25% Non-fibrous (Other)	
M804-1-3	Drywall	Brown/Gray	10% Cellulose	65% Gypsum	None Detected
341910768-0053	·	Fibrous Heterogeneous	<1% Glass	25% Non-fibrous (Other)	
M804-2-1-Vinyl Sheet	Wood Pattern Sheet	Brown/Black		100% Non-fibrous (Other)	None Detected
Flooring	Vinyl (Down Stairs)	Non-Fibrous Homogeneous		100 /0 Holl libious (Other)	None Detected
341910768-0054					
M804-2-1-Tan Mastic	Wood Pattern Sheet Vinyl (Down Stairs)	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0054A		Homogeneous			
M804-2-1-Leveler	Wood Pattern Sheet Vinyl (Down Stairs)	Gray Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0054B		Homogeneous			
M804-2-1-Black Mastic	Wood Pattern Sheet Vinyl (Down Stairs)	Black Non-Fibrous		94% Non-fibrous (Other)	6% Chrysotile
341910768-0054C	Weed Dev. Ot :	Homogeneous		4000/ Nov. 51 (011)	Maria D. C. C.
M804-2-2-Vinyl Sheet Flooring	Wood Pattern Sheet Vinyl (Down Stairs)	Brown/Black Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0055		Heterogeneous			
M804-2-2-Tan Mastic	Wood Pattern Sheet Vinyl (Down Stairs)	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0055A	varyi (Down Otalis)	Homogeneous			

Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbes	stos	<u>Asbestos</u>
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
M804-2-2-Leveler	Wood Pattern Sheet Vinyl (Down Stairs)	Gray Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0055B		Homogeneous			
M804-2-2-Black Mastic	Wood Pattern Sheet Vinyl (Down Stairs)	Black Non-Fibrous		95% Non-fibrous (Other)	5% Chrysotile
341910768-0055C		Homogeneous			
M804-3-1-Floor Tile	White/Tan 12"x12" VCT	Beige Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0056		Homogeneous			
M804-3-1-Tan Mastic	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0056A		Homogeneous			
M804-3-1-Black Mastic	White/Tan 12"x12" VCT	Black Non-Fibrous		96% Non-fibrous (Other)	4% Chrysotile
341910768-0056B		Homogeneous			
M804-3-2-Floor Tile	White/Tan 12"x12" VCT	Beige Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0057	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Homogeneous		4000/ Non-Share (Other)	Nama Data da d
M804-3-2-Tan Mastic	White/Tan 12"x12" VCT	Tan Non-Fibrous		100% Non-fibrous (Other)	None Detected
	14/1:/ /T 40/1 40/1	Homogeneous		000(1) 51 (01)	40/ 01 47
M804-3-2-Black Mastic 341910768-0057B	White/Tan 12"x12" VCT	Black Non-Fibrous		96% Non-fibrous (Other)	4% Chrysotile
		Homogeneous			
M804-4-1	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0058		Homogeneous			
M804-4-2	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0059		Homogeneous			
M804-4-3 341910768-0060	Joint Compound	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
	On The select Letters	Homogeneous	000/ 14: 14/1	00/ Nov. Shares (Others)	Name Detected
M804-5-1 341910768-0061	Ceiling Insulation	White Fibrous Homogeneous	98% Min. Wool	2% Non-fibrous (Other)	None Detected
	Online Incoletion		000/ Min Manl	20/ New Shares (Other)	Nama Datastad
M804-5-2 341910768-0062	Ceiling Insulation	White Fibrous Homogeneous	98% Min. Wool	2% Non-fibrous (Other)	None Detected
M804-5-3	Cailing Insulation	White	98% Min. Wool	20/ Non fibrage (Other)	None Detected
341910768-0063	Ceiling Insulation	Fibrous Homogeneous	98% WIIII. WOOI	2% Non-fibrous (Other)	None Detected
M804-6-1	Dark Brown Wood	Brown/Gray		100% Non-fibrous (Other)	None Detected
341910768-0064	Pattern Vinyl Floors	Non-Fibrous Heterogeneous		100% Non-librous (Other)	None Detected
M804-6-2	Dark Brown Wood	Brown/Gray		100% Non-fibrous (Other)	None Detected
341910768-0065	Pattern Vinyl Floors	Non-Fibrous Heterogeneous		100% Non-librous (Other)	None Detected
M804-7-1-Texture	Ceiling Texture	White		15% Ca Carbonate	None Detected
341910768-0066	Celling Texture	Non-Fibrous Homogeneous		85% Non-fibrous (Other)	None Delected
M804-7-1-Plaster	Ceiling Texture	Beige		10% Quartz	None Detected
341910768-0066A	Cenning Texture	Non-Fibrous Homogeneous		15% Quartz 15% Ca Carbonate 75% Non-fibrous (Other)	NONE DETECTED
M804-7-2-Texture	Ceiling Texture	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0067		Homogeneous		00 /0 11011-1101003 (Ott161)	

Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbe	<u>estos</u>	<u>Asbestos</u>
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
M804-7-2-Plaster	Ceiling Texture	Beige Non-Fibrous Homogeneous		10% Quartz 15% Ca Carbonate 75% Non-fibrous (Other)	None Detected
M804-7-3-Texture	Ceiling Texture	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0068		Homogeneous			
M804-7-3-Plaster	Ceiling Texture	Beige Non-Fibrous Homogeneous		10% Quartz 15% Ca Carbonate 75% Non-fibrous (Other)	None Detected
и806-1-1	Wallhoard Cyatam	Brown/Tan/White	10% Cellulose	2% Ca Carbonate	None Detected
41910768-0069	Wallboard System	Fibrous Heterogeneous	<1% Glass	65% Gypsum 23% Non-fibrous (Other)	None Detected
	f wallboard and jt. compound p			20 /0 (101)	
M806-1-2	Wallboard System	Brown/White Fibrous	10% Cellulose <1% Glass	2% Ca Carbonate 65% Gypsum	None Detected
341910768-0070		Heterogeneous		23% Non-fibrous (Other)	
his is a composite result o	f wallboard and jt. compound p	er client request.			
M806-1-3	Wallboard System	White Non-Fibrous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
341910768-0071 This is a composite result o	f wallhoard and it compound a	Homogeneous			
· · · · · · · · · · · · · · · · · · ·	f wallboard and jt. compound p	·		150/ Co Corb	None Datastad
M806-2-1 841910768-0072	Ceiling Texture	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
	Cailing Taytura	White		15% Ca Carbonate	None Detected
M806-2-2 141910768-0073	Ceiling Texture	Non-Fibrous Homogeneous		85% Non-fibrous (Other)	None Detected
M806-2-3	Ceiling Texture	White		15% Ca Carbonate	None Detected
841910768-0074	Cenning Texture	Non-Fibrous Homogeneous		85% Non-fibrous (Other)	None Detected
M806-3-1-Floor Tile	White 12"x12" VCT (Top layer)	White Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0075		Homogeneous			
M806-3-1-Mastic	White 12"x12" VCT (Top layer)	Yellow Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0075A		Homogeneous			
M806-3-2-Floor Tile	White 12"x12" VCT (Top layer)	White Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0076		Homogeneous			
M806-3-2-Mastic	White 12"x12" VCT (Top layer)	Yellow Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0076A	Ton Flooring (2nd	Homogeneous		1000/ Non fibratio (Other)	None Detected
M806-4-1-Floor Tile	Tan Flooring (2nd Layer)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
M806-4-1-Mastic	Tan Flooring (2nd	Black		95% Non-fibrous (Other)	5% Chrysotile
841910768-0077A	Layer)	Non-Fibrous Homogeneous		30 / 140/1 IIDIOUS (Other)	570 Onlysome
M806-4-2-Floor Tile	Tan Flooring (2nd Layer)	White Non-Fibrous		100% Non-fibrous (Other)	None Detected
341910768-0078	20,01,	Homogeneous			
M806-4-2-Mastic	Tan Flooring (2nd Layer)	Black Non-Fibrous		94% Non-fibrous (Other)	6% Chrysotile
341910768-0078A		Homogeneous			
M-1-1	Asphalt Shingle	White/Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
341910768-0079		Heterogeneous			



Customer PO: Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

		Non-Asbestos			<u>Asbestos</u>
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
M-1-2	Asphalt Shingle	White/Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
341910768-0080		Heterogeneous			
M-1-3	Asphalt Shingle	White/Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
341910768-0081		Heterogeneous			
M-1-4	Asphalt Shingle	White/Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
341910768-0082		Heterogeneous			
M-1-5	Asphalt Shingle	White/Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
341910768-0083		Homogeneous			
M-1-6	Asphalt Shingle	White/Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
341910768-0084		Heterogeneous			
M-1-7	Asphalt Shingle	White/Black Fibrous	10% Glass	90% Non-fibrous (Other)	None Detected
341910768-0085		Heterogeneous			
M-2-1	Roofing Felt	Black Fibrous	75% Cellulose	25% Non-fibrous (Other)	None Detected
341910768-0086		Homogeneous			
M-2-2	Roofing Felt	Black Fibrous	75% Cellulose	25% Non-fibrous (Other)	None Detected
341910768-0087		Homogeneous			
M-2-3	Roofing Felt	Black Fibrous	75% Cellulose	25% Non-fibrous (Other)	None Detected
341910768-0088		Homogeneous			
M-2-4	Roofing Felt	Black Fibrous	75% Cellulose	25% Non-fibrous (Other)	None Detected
341910768-0089		Homogeneous			
M-2-5	Roofing Felt	Black Fibrous	75% Cellulose	25% Non-fibrous (Other)	None Detected
341910768-0090		Homogeneous			
M-2-6	Roofing Felt	Black Fibrous	75% Cellulose	25% Non-fibrous (Other)	None Detected
341910768-0091		Homogeneous			
M-2-7	Roofing Felt	Black Fibrous	75% Cellulose	25% Non-fibrous (Other)	None Detected
341910768-0092		Homogeneous			

Analyst(s)

Jessicka Lopez (56) Jhon Rosario (66) Carlos Rivadenevra Laboratory Director

Carlos Rivadeneyra, Laboratory Director or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

Appendix C UES Inspector Certification

UF TREEO Center UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies

David Paul Cheney

Universal Engineering Sciences, 1985 Cope Ln., Pensacola, FL 32504

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Inspector

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0004731 (1/2 Day; 3.40 Contact Hours)

(Reaccreditation for Inspector under TSCA Title II/AHERA)

Conducted

08/07/2018

Certificate #: 190044-7212

Exam Date: 08/07/2018

EPA accreditation expires: 08/07/2019

Principal Instructor: Brian Duchene, PE, LAC

CEUs: .4

FBPR LAC: #0000995; Course #0004731

FBPE CEHs: #0004021; Course #0009083/Educational Institutions: 4 CEHs

Card Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

SECTION 02 41 16 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of buildings and site improvements.
- 2. Removing below-grade construction.
- 3. Disconnecting, capping or sealing, and removing site utilities.

B. Related Sections:

- 1. Division 01 Section "Summary" for use of the premises and phasing requirements.
- 2. Division 01 Section "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
- 3. Division 01 Section "Construction Waste Management and Disposal"

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 SUBMITTALS

- A. Qualification Data: For qualified refrigerant recovery technician.
- B. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping or re-routing of utility services.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

- D. Pre-Demolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Division 01 Section "Photographic Documentation." Submit before the Work begins.
- E. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- D. Pre-Demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Review structural load limitations of existing structures.
 - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review and finalize protection requirements.
 - 5. Review procedures for noise control and dust control.

1.7 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Owner assumes no responsibility for buildings and structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. On-site sale of removed items or materials is not permitted.

1.8 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soils: Clean, well drainable, structural earth fill as accepted by an independent testing agency.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations. Comply with Division 01 Section "Photographic Documentation."

3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition as necessary.

3.3 PROTECTION

- A. Temporary Tree Protection: Comply with requirements in Division 01 Section "Temporary Tree Protection."
 - 1. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain fire watch during and for at least four hours after flame cutting operations.

- 3. Maintain adequate ventilation when using cutting torches.
- 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 5. Minimize dust generation, vibration and noise during demolition procedures.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Salvage: Items to be removed and salvaged are indicated below but not necessarily limited to:
 - 1. Not Used.
- D. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
 - 1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- E. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.
 - 1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
 - 2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials.
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.
- C. Fill and compact imported suitable soils to an elevation of 12-inches above the crown of adjacent roadways. Provide a 2% grade at property edges. Grade site to prevent ponding of rain water.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction or a recycling facility. See Division 01 Section "Construction Waste Management and Disposal" for recycling and disposal of demolition waste.

- 1. Do not allow demolished materials to accumulate on-site.
- 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn or bury on-site demolished materials.

3.8 CLEANING

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

END OF SECTION 02 41 16

PROJECT MANUAL CONSTRUCTION DOCUMENTS FLA Project No. 4274-02

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SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Removing existing vegetation.
- 2. Clearing and grubbing.
- Stripping and stockpiling topsoil.
- 4. Removing above- and below-grade site improvements.
- 5. Disconnecting, capping or sealing, and removing site utilities.
- 6. Temporary erosion and sedimentation control.

B. Related Requirements:

 Section 01 50 00 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing inplace surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches (50 mm) in diameter; and free of weeds, roots, toxic materials, or other non-soil materials.
- C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, 6" caliper and larger to be protected during construction.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

- A. Topsoil stripping and stockpiling program.
- B. Site Survey: Provide a physical and topographical site Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.
- C. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

1.7 QUALITY ASSURANCE

A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct operational streets, walks, or other adjacent occupied or used facilities without permission from authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service, Call Before You Dig for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- D. Tree- and Plant-Protection Zones: Protect according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
 - 1. Obtain approved borrow soil material and approved topsoil off-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees to remain have been flagged and that protection zones have been identified and enclosed according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."
- C. Protect existing adjacent site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 EXISTING UTILITIES

- A. Contractor to arrange for disconnecting and sealing indicated utilities at the property lines that serve existing structures before site clearing.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap all utilities at the property lines for removal.
 - 1. Arrange with utility companies to shut off indicated utilities.
- C. Excavate for and remove all underground utilities at the property lines.
- D. Removal of underground utilities is included in earthwork sections and in applicable Section 02 41 16 "Structure Demolition".

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees smaller than 6" caliper, shrubs, and other vegetation.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth **of 6 inches (150 mm)** in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches (50 mm) in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 - 2. Do not stockpile topsoil within protection zones.
 - 3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated in Section 01 10 00, "Summary of Work" and Section 02 41 16 "Structure Demolition".
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line
 of existing pavement to remain before removing adjacent existing pavement. Saw-cut
 faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus subsurface soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Burning tree, shrub, and other vegetation waste is NOT permitted. Burning of other waste and debris is prohibited.
- C. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 10 00

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Excavating and filling for rough grading the Site.
- 2. Preparing subgrades for turf and grasses.
- 3. Excavating and backfilling for demolished buildings and structures.
- 4. Excavating and backfilling trenches for demolished utilities and pits for buried utility structures.

B. Related Requirements:

- 1. Section 01 32 00 "Construction Progress Documentation" for earth-moving progress.
- 2. Section 02 41 16 "Structure Demolition" for removal of foundations and above and below grade improvements.
- 3. Section 31 10 00 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
- 4. Section 32 92 00 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
- 5. Section 00 91 00, "Trench Safety Affidavit".

1.3 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and in a trench to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations to remove utilities, foundations, and underground structures.
- D. Fill: Soil materials used to raise existing grades.
- E. Suitable Soils: Soils suitable for providing required engineering properties beneath or adjacent to proposed work.
- F. Unsuitable soils: Soils which are identified as unsuitable for location within limits of work.
- G. Unsuitable material: Unsuitable material includes unsuitable soils, waste material, man-made material, trash, debris, or other material as identified by Architect as unsuitable within limits of work.

- H. Standard Minimum Slope: The minimum safe allowable slope (smallest ratio of run divided by rise) of bare suitable material required to support the slope without shear failure (approximately 2 to 1).
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct pre-excavation conference at Project site.
 - 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
 - a. Personnel and equipment needed to make progress and avoid delays.
 - b. Coordination of Work with Surveyor (refer to Section 01 10, 00 "Summary of Work") and utility locator service.
 - c. Coordination of Work and equipment movement with the locations of tree protection zones.
 - d. Field quality control.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each borrow soil material proposed for fill and backfill as follows:
 - Classification according to ASTM D2487.
 - Laboratory compaction curve according to ASTM D698 or ASTM D1557.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

- B. Utility Locator Service: Notify utility locator service "Call Before You Dig" for area where Project is located before beginning earth-moving operations.
- C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 01 50 00 "Temporary Facilities and Controls" and Section 31 10 00 "Site Clearing" are in place.
- D. Do not commence earth-moving operations until tree-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory (suitable) soil materials: Materials complying with AASHTO soil classification groups A-1, A-2-4, A-2-5, A-3 and sand to slightly silty sand material with a maximum percentage of fines as specified in the Geotechnical Report, but not more than 12% by dry weight finer than number 200 US mesh sieve. Material to be free of clay, rock or gravel larger than two inches in any dimension, debris, refuse, rubble, organics and other deleterious matter.
 - Do not use material from on-site sources for placement beneath pavements and structures unless authorized in Geotechnical Report or by Geotechnical Engineer in writing.
- B. Unsatisfactory (unsuitable) soil materials: Materials complying with AASHTO soil classification groups A-2-6, A-2-7, A-4, A-5, A-6, A-7 and A-8 or as identified by Geotechnical Engineer.
 - 1. Unsatisfactory materials include but are not limited to materials containing roots, organics, peat, muck, clay, trash, debris, frozen materials and stones larger than three inches. Unsatisfactory materials may also include manmade fills, refuse or backfills from previous construction.
- A. Backfill and Fill Materials: Satisfactory soil materials.
- B. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Do not begin any excavation work until all utilities have been terminated and capped as required by authorities having jurisdiction.
- B. Protect structures, utilities, sidewalks, pavements, fences, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- C. Protect and maintain erosion and sedimentation controls during earth-moving operations.

3.2 EXCAVATION FOR STRUCTURES DEMOLITION

- A. Excavate to completely remove existing structures, footings, foundations, concrete, and other existing improvements as required.
- B. Excavations at Edges of Tree- Protection Zones:
 - 1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Cut and protect roots according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."

3.3 EXCAVATION FOR WALKS AND PAVEMENTS DEMOLITION

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.4 EXCAVATION FOR UTILITY TRENCHES DEMOLITION

- A. Excavate trenches to remove existing utilities as required.
 - 1. Beyond building perimeter, excavate trenches to allow removal of pipe grade line.
- B. Excavate trenches to uniform widths to provide the required clearance on each side of pipe or conduit necessary for demolition and removal.
- C. Trenches in Tree- and Plant-Protection Zones:
 - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrowtine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 - 3. Cut and protect roots according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."

3.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust and water erosion.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.6 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - Surveying locations of underground utilities at property boundaries for Record Documents.
 - 2. Testing and inspecting fill materials.
 - 3. Removing concrete and other building materials.
 - 4. Removing trash and debris.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.7 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact approved fill material in 24-inch course lifts.
- C. Backfill voids with satisfactory soil while removing shoring and bracing.
- D. Initial Backfill:
 - 1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the bottom of the excavation.
 - a. Carefully compact initial backfill evenly and along the full length of excavation.

E. Final Backfill:

1. Soil Backfill: Place and compact final backfill of satisfactory soil in 24-inch course lifts to final subgrade elevation.

3.8 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 24 **inches** in loose depth for material compacted by heavy compaction equipment and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:Retain applicable subparagraphs below. Percentages of maximum dry unit weight are examples only; revise to suit Project. Delete scarifying and recompacting existing subgrade when proof-rolling will suffice.
 - 2. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at **80** percent.
 - 3. For utility trenches, compact each layer of initial and final backfill soil material at **80** percent.

3.11 GRADING

1.

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from property parcel centers and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 2 inches (50 mm).

3.12 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - Determine that fill material classification and maximum lift thickness comply with requirements.
 - 3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.

- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Turf and Grassed Areas: At each compacted fill and backfill layer, at least one test for every **10,000 sq. ft.** but in no case fewer than three tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.13 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

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SECTION 32 92 19 - GRASSING (BY SEEDING)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of work is indicated in specifications and includes but is not limited to:
 - 1. Ground preparation.
 - 2. Fertilization.
 - 3. Seeding.
 - 4. Hydro-seeding
 - 5. Rolling.
 - 6. Watering.
 - Maintaining.

1.2 RELATED WORK

- A. Section 30 10 00 General Site Clearing Requirements
- B. Section 31 20 00 Earthwork
- C. Section 01 50 00 Erosion Control and Environmental Protection
- 1.3 SUBMITTALS comply with requirements of Section 01 33 00.
- 1.4 QUALITY ASSURANCE comply with requirements of Section 01 33 00.

PART 2 - PRODUCTS

- 2.1 GRASS SEED Comply with requirements of FDOT Section 570 and Section 981.
- 2.2 HYDRO-SEED Product meeting requirements of FDOT and approved by Architect.
- 2.3 MULCH Comply with requirements of FDOT Section 570 and Section 981.
- 2.4 FERTILIZER Comply with requirements of FDOT Section 570 and Section 982.
 - A. Use Type I fertilizer unless directed otherwise.
- 2.5 DOLOMITIC LIME Comply with requirements of FDOT Section 570 and Section 982.
- 2.6 WATER Comply with requirements of FDOT Section 570 and Section 983.

PART 3 - EXECUTION

3.1 EQUIPMENT - Comply with requirements of FDOT Section 570.

3.2 SEED MIX

A. Seed mixtures and applicability shall be in accordance with following table. Mixtures and applicability of seed types not included in table shall be determined by Architect on a case by case basis.

TYPE OF SEED	COASTAL		INLAND				
	March to November	November to March	March to October	October to March			
PERMANENT GRASS							
Unhulled Bermuda	20 lb/acre	20 lb/acre	20 lb./acre	20 lb/acre			
Pensacola Bahia			80 lb/acre	80 lb./acre			
QUICK GROWING							
Brown Top Millet	20 lb/acre		20 lb/acre				
Annual Rye Grass		20 lb/acre		20 lb/acre			
40 lb/acre	1120 lb./acre	1120 lb./acre					
TOTAL	40 lb/acre						
Note: Applicable to mechanical spreader meeting requirements of FDOT Specification Section 570 and 577.							

3.3 CONSTRUCTION - Comply with requirements of FDOT Section 570.

3.4 HYDRO-SEEDING

A. General: Hydro-seeding may be substituted for seed, seed and mulch in applicable areas upon approval of Architect.

3.5 MAINTENANCE

- A. Maintain areas in a satisfactory condition until final acceptance of project.
 - 1. Provide temporary irrigation system to deliver water as necessary to seeded areas until establishment of grass stand is satisfactory.
 - 2. Repair any damaged areas where establishment of grass stand is unsatisfactory.
 - Repair necessary due to Contractor's negligence, carelessness or failure to
 provide routine maintenance shall be at Contractor's expense. Repair necessary due
 to factors determined to be beyond control of Contractor shall be paid for under
 appropriate contract change process.

3.6 GUARANTEE

- A. Guarantee for a period of 90 days after date of final acceptance.
- 3.7 TESTING AND INSPECTION REQUIREMENTS comply with requirements of Section 01 33 00.

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PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. The contract amount price shall be compensation in full for furnishing all materials, labor, equipment, tools and incidentals necessary for completion in every detail in accordance with specifications including but not limited to temporary irrigation and maintenance.
 - 1. There will be no separate payment for clean-up and restoration of property, or other items under this section unless specifically identified on the proposal, bid form, or conditions of the contract.

END OF SECTION 32 92 19