

PART OF BID SET OF DOCUMENTS

PROJECT MANUAL
for

RICHLAND HOUSING DEVELOPMENT I & II
Building Types A, B and C
Samuel & Bernard
REHABILITATION &
IMPROVEMENTS

Regional Housing Authority of Sutter and
Nevada Counties
1455 Butte House Road
Yuba City, CA 95993

April 1, 2017

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Project # 15002

4-20-2017

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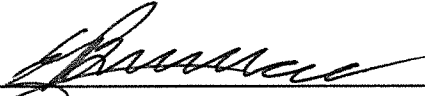
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**LEGAL NOTICE
ADVERTISEMENT FOR BIDS**

OWNER: Regional Housing Authority
ADDRESS: 1455 Butte House Road
Yuba City, CA 95993
PHONE: (530) 671-0220 (extension 130 or 121)

Sealed bids are being solicited to supply labor, equipment, materials and related services for Richland Housing, Yuba City, California for Developments 1 and 2, fourteen buildings located on Samuel and Bernard Drives – Rehabilitation and Improvements. A bid packet and plans may be obtained from the Housing Authority’s web site at www.rhasnc.org under the heading Business and Employment Opportunities / Contractors. Attendance at the pre-bid conference is **required**, which will be held on May 25, 2017 at 10:00 am at 352 Bernard Drive, Yuba City, CA 95991. Bids must be submitted at 1455 Butte House Road, Yuba City, CA 95993 by June 22, 2017 at 10:00 am, at which time they shall be opened and read aloud. Any questions shall be directed to Larry Tinker at (530) 671-0220 extension 130. All potential bidders must have a valid California Contractor’s license, registered with the California Department of Industrial Relations, active insurance for liability and workers’ compensation, and must be able to bond this project for payment and performance.

THE REGIONAL HOUSING AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

DATE: May 17, 2017 OWNER’S SIGNATURE 
Gustavo Becerra, Executive Director

DRAFT AIA Document A701™ - 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

«Richland Development I - Samuel and Bernard»
«Yuba City CA»

THE OWNER:

(Name, legal status and address)

Regional Housing Authority of Suter and Nevada Counties

1455 Batts House Road
Yuba City, CA 95999

THE ARCHITECT:

(Name, legal status and address)

throughdesign
710 12th Street
Sacramento, CA 95814

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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.

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

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

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

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

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

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

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

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

§ 3.4 ADDENDA

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

§ 4.2 BID SECURITY

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

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

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

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

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

ATTACHMENT TO AIA DOCUMENT A701-1997, *INSTRUCTIONS TO BIDDERS*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Instructions to Bidders*," AIA Document A701-1997 Edition. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, means the United States of America, acting through the United States Department of Agriculture.

ARTICLE 2, BIDDER'S REPRESENTATIONS

Add the following subparagraph:

2.1.5 This Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

ARTICLE 4, BIDDING PROCEDURES

Add the following to subparagraph 4.1.1:

Only one copy of the Bid is to be submitted.

Delete subparagraph 4.2.1 and substitute the following:

4.2.1 Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid.

Delete subparagraph 4.2.2 and substitute the following:

4.2.2 The Bid Bond shall be written on a form identical to that included in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

Add the words "payment and performance" before the word "bonds"; and add the following to subparagraph 4.2.3:

As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

Add the following to subparagraph to paragraph 4.2:

4.2.4 In the case of failure of the Bidder to execute the Agreement and obtain the Performance Bond and Payment Bond within the agreed time, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the bid shall become the property of the Owner.

Add the following subparagraphs to paragraph 4.3:

4.3.5 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

4.3.6 The Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in the Supplementary Conditions.

4.3.7 Further, the Bidder agrees to abide by the requirements of section 319 of Public Law 101-121, which pertains to lobbying activities and applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal Grant that exceeds \$100,000. Each Bid shall be accompanied by a completed lobbying certification form identical to that included in the Bidding Documents.

4.3.8 The Bidder agrees to abide by the requirements under 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. Each Bid exceeding \$25,000 shall be accompanied by a relevant completed certifications form identical to that included in the Bidding Documents.

Delete subparagraph 4.4.1 and substitute the following:

4.4.1 No Bidder may withdraw, modify or cancel a Bid within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.

Delete the words ", if required," from subparagraph 4.4.4.

ARTICLE 5, CONSIDERATION OF BIDS

Delete subparagraph 5.3.2 and substitute the following:

5.3.2 The Owner shall have the right to accept Alternates in the sequence listed and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 7, PERFORMANCE BOND AND PAYMENT BOND

Delete subparagraph 7.1.1 and substitute the following:

7.1.1 Prior to execution of the Contract, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of any obligations arising thereunder in such form and amount as the Owner may prescribe. Both bonds shall be separately written, each in the amount of the contract sum. The cost shall be included in the Bid.

Delete subparagraph 7.1.2 and substitute the following:

7.1.2 Surety companies executing bonds must hold a certificate of authority as an acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located.

Delete subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 The party to whom the Contract is awarded will be required to execute the Agreement and obtain a Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice shall be accompanied by the necessary Agreement and Bond forms.

Delete subparagraph 7.2.2 and substitute the following:

7.2.2 The bonds shall be written on forms identical to those included in the Bidding Documents.

(NOTE: Any additional provisions that are necessary to remain effective after execution of the Contract for Construction will be inserted here and continue in the same format.)

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BID FORM

TO: REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
1455 BUTTE HOUSE RD.
YUBA CITY, CALIFORNIA 95993

Executive Director: Gustavo Becerra

The undersigned doing business under the firm name of:

having familiarized ourselves with the conditions affecting the cost of the work, where the work is to be done; and having carefully examined the Plans, Specifications, including Instructions to Bidders and Addenda, if any, for the following project:

Rehabilitation of and improvements to 14 residential buildings in Richland Housing, Developments I & II on Bernard and Samuel Drives, Yuba City, CA 95991.

Buildings in base bid:

#2, #3, #5, #6, #9, #10, #11, #12, #13, #14, #15 & #16

Alternate One: Bldg. #1

Alternate Two: Bldg. #4

Alternate Three: Patio Fencing for all 14 buildings

and having examined the site of the proposed work, proposes to furnish all materials, labor, equipment, transportation and utility services called for by them for the work indicated and/or specified.

1. BASE BID:

_____ DOLLARS (\$) _____)

1.1 ALTERNATE ONE:

_____ DOLLARS (\$) _____)

1.2 ALTERNATE TWO:

_____ DOLLARS (\$ _____)

1.3 ALTERNATE THREE:

_____ DOLLARS (\$ _____)

2. IN SUBMITTING THIS PROPOSAL, THE UNDERSIGNED UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND/OR WAIVE ANY INFORMALITY IN THE BID. It is agreed that this proposal may not be withdrawn over a period of Sixty days (60) after the opening thereof.

3. Attached hereto is a list showing the name and place of business of all Subcontractors who will perform work in excess of one-half (1/2) of one percent (0.5%) of the Base Bid, together with the portion of the work to be done by each Subcontractor.

4. BID GUARANTEE: Accompanying this proposal is a certified check, cashier's check, or Bidder's Bond in the amount of:

_____ DOLLARS (\$ _____)

Being not less than five percent (5%) of the Total Base Bid, payable to or in favor of the Owner.

5. Attached hereto are the following:

- a. form HUD-5369-A "Representations, Certifications, and Other Statements of Bidders"
- b. Non-collusive Affidavit (required for contracts exceeding \$50,000)
- c. OMB standard form LLL "Disclosure of Lobbying Activities" (required for contracts exceeding \$100,000).
- d. Form RD 1940-Q
- e. Form RD 400-6
- f. Form AD 1048

- g. Verification of Contractor & Subcontractor DIR Registration
 - h. List of Subcontractors
 - i. A minimum of 3 references of similar projects
6. If this bid is accepted by the Owner and notice of such acceptance is timely delivered to the undersigned, then the undersigned shall, within ten (10) working days after receipt of such notice, (a) sign the specified contract and also deliver to the Owner (b) a payment bond as required by the contract documents, and (c) a performance bond, as similarly required. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

7. ADDENDUM RECEIPT: Receipt of the following addenda to the Plans and Specifications is acknowledged:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
 Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
 Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

DATE: _____ FIRM NAME: _____

PHONE: _____ BY: _____

TITLE: _____

CONTR. LIC #: _____ ADDRESS: _____

LIC. EXP. DATED: _____

The representations made herein are made under penalty of perjury.

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BID BOND

KNOW ALL MEN/WOMEN BY THESE PRESENT, that we, the undersigned

_____, as Principal,

and _____, as Surety, are held and firmly bound unto the Regional Housing Authority of Sutter and Nevada Counties, hereinafter called the "Authority", in the penal sum of five percent (5%) of amount bid in lawful money of the United States of America for the payment of which, well and truly to be made, we hereby bind ourselves and ours and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above-named principal is about to hand in and submit a bid or proposal in accordance with those certain Contract Documents and Specifications entitled "Contract Documents and Specification", dated _____ and file in the office of said Authority.

NOW, THEREFORE, if the above-named principal is awarded the Contract, and shall fail to enter into a Contract to perform said Contract and to furnish any and all Bonds in the form and in the amounts required under said Contract Documents and Specifications, along with any other certifications required under said Contract Documents and Specifications at the time of executing said Contract within fifteen (15) days after the Contract is presented for signature, then the amount herein, the penalty of this bond which accompanies the bid, shall be declared forfeited and the full penal sum paid to the Authority.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

(Contractor)

By _____
(Principal)

(Surety Company)

By _____
(Principal)

SURETY
(Power of Attorney for person signing for Surety Company, or a certified copy thereof must be attached. Signature of person or persons executing for the Surety must be acknowledged.)

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**REPRESENTATION, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS
(Form HUD-5369-A(11/92))**

Table of Contents

Clause

1. Certificate of Independent Price Determination
2. Contingent Fee Representation and Agreement
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
4. Organizational Conflicts of Interest Certification
5. Bidder's Certification of Eligibility
6. Minimum Bid Acceptance Period
7. Small, Minority, Women-Owned Business Concern Representation
8. Indian-Owned Economic Enterprise and Indian Organization Representation (non-applicable)
9. Certification of Eligibility Under the Davis-Bacon Act
10. Certification of Non-Segregated Facilities
11. Clean Air and Water Certification
12. Previous Participation Certificate
13. Bidder's Signature

1. Certificate of Independent Price Determination

(a) The bidder certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his/her behalf in connection with the awarding of a contract resulting from this solicitation;

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or

(b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of 30 calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

Black Americans

Asian Pacific Americans

Hispanic Americans

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

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

Non-applicable.

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

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

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 9(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

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

10. Certification of Non-Segregated Facilities (applicable to contracts exceeding \$10,000)

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors

(except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Non-Segregated Facilities

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

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

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

The bidders certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Type or Print Name)

(Title)

(Company Name)

(Company Address)

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

These instructions supplement those found in HUD-5369-A, "Representation, Certifications and Other Statements of Bidders – Public and Indian Housing Programs", which must be submitted as part of each Bidder's package.

Please note the following:

1. Non-Applicability – Indian Housing. Please note that any and all references to "Indian Housing" are not applicable to this project, which is being developed under the Public Housing Program.
2. Section 1 – Certification of Independent Price Determination. Note that Section 1 (b) (2) must be completed with the names of the principals of the firm, if applicable.
3. Section 1 (d) – Non-Collusive Affidavit. Inasmuch as the estimated cost of this project exceeds \$50,000, a non-collusive affidavit IS required and must be submitted. Further, Bidder must check the appropriate box in subsection (2).
4. Section 2 – Contingent Fee Representation and Agreement. Bidder must check the appropriate boxes under Subsection (b) (1) and (2). Further, if the answer under either (b) (1) or (2) is affirmative, the bidder must make an immediate and full disclosure to the Housing Authority's Development and Rehabilitation Administrator.
5. Section 4 – Organizational Conflicts of Information Certification. Bidders must check the box indicated if there are no actual or apparent conflicts of interest.
6. Section 6 – Minimum Bid Acceptance Period. This section is modified as follows:
 - A. Subsection (c) is amended to read as follows:

"The PHA requires a minimum acceptance period of 90 consecutive calendar days."
 - B. Subsection (d) permits the Bidder to specify a longer acceptance period if so desired.

7. Section 7 – Small, Minority, Women-Owned Business Concern Representation. Note that Bidder should check ALL of the boxes for statements that are applicable to Bidder.
8. Section 8 – Indian Owned Economic Enterprise. This section is not applicable and is deleted.
9. Section 9 – Certification of Eligibility Under the Davis-Bacon Act. Note that this section IS applicable to this project.
10. Section 10 – Certification of Non-Segregated Facilities. Inasmuch as this Contract will exceed \$10,000, this section is applicable. Note also that the Contractor must obtain identical certifications from all proposed subcontractors.
11. Section 11 – Clean Air & Water Certification. Bidder should check the box indicating that the “facility” IS NOT on the EPA list of Violating Facilities.
12. Section 12- Previous Participation Certificate. Inasmuch as the estimated contract price exceeds \$50,000, this section IS applicable. Bidder must submit Form HUD-2530, Previous Participation Certificate, with the bid, or within three (3) working days of the bid opening (not counting the day of the opening). Bidder should note whether or not the certificate is included by checking the appropriate box.

NON-COLLUSIVE AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SUTTER

_____, being first duly sworn, deposes and says:

That he/she is _____ of the firm of

(Firm Name)

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

That neither Members of Congress, Local or State Public Officials, or any employee or representative of the Authority is in any manner interested, directly or indirectly, in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said bid, nor in any expected profits which may arise there from.

The undersigned further certifies that the bidder who submitted the bid to which this certification is attached, is not listed on the Controller General's list of ineligible bidders or contractors.

Bidder if Bidder is an individual:

(Name of Bidder)

Partner if Bidder if a partnership:

(Partner)

Officer if Bidder is a corporation:

(Officer)

Subscribed and sworn to before me this

_____ day of _____, 20__.

NOTARY PUBLIC, STATE OF CALIFORNIA

MY COMMISSION EXPIRES: _____

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**THE REGIONAL HOUSING AUTHORITY OF SUTTER and NEVADA COUNTIES
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

I. OBJECTIVE

To establish goals for the participation of minority business enterprises and women-owned business enterprises in the Regional Housing Authority of Sutter and Nevada Counties' construction, supply and services contracts and to establish a program for the achievement of said goals.

II. DEFINITIONS

- A. **Minority group member** – a person who is Black, Spanish origin or Hispanic or Pacific Islander, or American Indian or Alaskan native.
1. **Black** – all persons having origins in any of the Black racial groups of Africa.
 2. **Hispanic** – all persons of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. The Portuguese are excluded from the Hispanic category, and are to be classified according to their race.
 3. **Asian or 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.
 4. **American Indian or Alaskan Native** – all persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
- B. **Minority Business Enterprise** – A United States business wherein the minority group members or stockholders have at least 50% ownership interest in the business and possess control over management, capital and earnings.
- C. **Woman-Owned Business Enterprise** – A United States business wherein the women member or stockholders have at least 50% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the women members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.
- D. **Small Business Enterprise** – A business that meets the definition of a minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration (Exhibit A).
- E. **Contractor** – The individual, partnership, corporation, or other legal entity entering into a contract with the Regional Housing Authority of Sutter and Nevada Counties.
- F. **Subcontractor** – The individual partnership, corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.

III. GOALS

The Minority and Women-Owned Business Enterprise Utilization Plan establishes the following goals; these goals are annual and represent percentages of the dollar value of contracting and procurement activities:

- A. A goal of 20% of the contract amount for the participation of minority business enterprises in the Housing Authority of Sutter and Nevada Counties' construction, supply and services contracted. 50% of the Minority Business Enterprises should qualify as small business enterprises.
- B. A goal of 5% of the contract amount for the participation of women-owned business enterprises in the Housing Authority of Sutter and Nevada Counties' construction, supply and services contracted.
 - 1. 50% of the women-owned business enterprises should qualify as small business enterprises.
 - 2. A business owned by minority women will only be counted towards fulfillment of one or the other of Minority or Women-Owned Business Enterprise goals.

IV. PROGRAM

The Housing Authority of Sutter and Nevada Counties shall require that contractors bidding on contracts abide by the provisions of the Minority and Women-Owned Enterprise Utilization Plan and make every effort to obtain minority and women-owned business enterprise participation. Failure to provide the information referenced in the various sections of this plan will result in a determination by the Regional Housing Authority of Sutter and Nevada Counties that the contractor is not a responsible bidder. It is the intention of the Housing Authority of Sutter and Nevada Counties to award construction contracts to the lowest responsible bidder who has achieved, or made a good faith effort to achieve, the goals for minority and women-owned business enterprise participation.

In order to achieve the goals for minority and women owned-business enterprise utilization participation, the contractor may award a portion(s) of the contract to bona fide minority or women-owned firms, minority or women owner/operated equipment, minority or women suppliers or prefabricators and minority of women brokers. A minority of women owned business enterprises will be considered bona fide if the minority or women group members' ownership interests are real and continuing, and not created solely to meet the Housing Authority of Sutter and Nevada Counties' goals for minority and women owned business enterprise utilization participation. The minority or women owned business enterprise must perform work or provide services and/or supplies and not merely act as a passive agent. Where a minority or women-owned business enterprise acts as a broker or agent, only the commission or fee earned may be counted towards the contractor's goals. This commission or fee will not be counted if the minority or women-owned business enterprise performs no substantive service.

In the event the Housing Authority of Sutter and Nevada Counties has reason to question the ownership of a minority or women-owned business enterprise, the burden of proof is on the claimant and/or contractor to provide documentation to substantiate the minority or women ownership of the business. The Housing Authority of Sutter and Nevada County will not automatically accept the determination of another agency in this matter.

V. **BID PROCESS**

The Housing Authority of Sutter and Nevada Counties as well as contractors shall notify minority and women-owned contractor associates and business development centers of their intention to solicit minority and women-owned business enterprise participation at least two week prior to the bid opening. Such notification shall be by documented personal invitation. Contractors shall also seek out minority or women-owned subcontractors by making positions and opportunities known to the news media servicing minority and women-owned contractors and subcontractors.

So as to afford minority and women suppliers and prefabricators an opportunity to participate in the work, contractors shall notify minority and women supplier associates or clearinghouses of their supply or prefabrication needs at least two weeks prior to the bid opening. Such notification shall be by documented personal invitation.

- A. **Bid Opening** – In addition to any other documents required by the bid specifications, the contractor shall submit a List of Subcontractors (Exhibit C) and evidence of minority or women-owned business certification, for prime as well as subcontractors.
- B. **Pre-Award Requirements** – The apparent low bidder will be required to submit, for purpose of Minority and Women-Owned Enterprise Utilization Plan compliance determination, a complete list of subcontractors, suppliers, truckers, owner-operated equipment and services to be used on the project. This list should include name, address, telephone number, trade, contact person(s), and the total dollar amount of the subcontract. The contractor shall also indicate the businesses claiming to be owned by minorities or women.

Minority or women business enterprises that have not been certified as such shall submit the Minority and Women-Owned Business Enterprise Eligibility questionnaire (Exhibit B).

- C. **IF THE CONTRACTOR HAS NOT ACHIEVED THE GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION, THE HOUSING AUTHORITY OF SUTTER COUNTY NEVADA SHALL DETERMINE WHETHER THE CONTRACTOR MADE A GOOD FAITH EFFORT TO ACHIEVE THE GOALS, THIS WILL BE DONE BY REVIEWING THE DOCUMENTATION SUBMITTED BY THE CONTRACTOR.**

Good faith documentation submitted by the contractor shall include, but not be restricted to, the following:

1. **Report of responses, proposals, and bids received from minority and women-owned businesses. This report shall indicate the action taken by contractor in response to the proposals and/or bids received from minority and women-owned businesses. In cases where proposals and/or bids have been rejected by the contractor, the reason(s) for rejection shall be indicated.**
2. **Documented contracts with minority and women-owned firms, minority and women contractors associations, minority and women business development centers, or any other related agency that disseminates bid information to women and minority-owned business enterprises.**

3. Copy of letters sent to groups in #2 above notifying them of the contractor's intent to solicit minority and women business enterprise participation.
 4. Documentation of efforts undertaken to encourage subcontractors to obtain minority and women business enterprise participation.
 5. Documentation of methods used in soliciting bids from minority and women subcontractors and suppliers such as, but not limited to, advertisements in the builder's and contractor's exchanges, minority and women trade association publications, local minority newspapers, or other applicable daily or weekly newspapers or trade journals or other media.
 6. Documented contacts with minority and women brokers or agents and minority and women owner/operators of equipment.
 7. Documentation of any other effort undertaken by the contractor to encourage minority and women business enterprise participation.
- D. Pre-Construction Requirements – Upon request, the contractor shall provide a copy of all subcontractor agreements or other verification of the total amount to be paid to each contractor.

VI. PROTEST PROCEDURE

In the event a determination is made by the staff of the Housing Authority that the apparent low bidder has not made a good faith effort to achieve the minority and women-owned business enterprise participation goals, said party shall have the right to protest such determination before the Housing Authority's Board of Commissioners. The Housing Authority shall notify said party by certified or registered mail of the date when the Board of Commissioners will consider the rejection of the bid of the apparent low bidder and also hear and consider the protest. If the Commissioners or the Housing Authority sustains the determination that a good faith effort was not made, the Housing Authority Board of Commissioners shall award the contract to the lowest responsible bidder.

VII. PROGRAM REVIEW

The minority and women-owned business enterprise utilization plan will be annually reviewed by the Executive Director of the Housing Authority. Changes in the plan that are required to effectively administer the plan may be made by the Executive Director of the Housing Authority. Records pertaining to all contracting and related HUD-funded activities, including all minority and women-owned business enterprise utilization plan contracts will be kept for three (3) consecutive years on file at the Housing Authority's administration office at 1455 Butte House Road, Yuba City, CA 95993.

SMALL BUSINESS SIZE STANDARDS OF SBA

1. **GENERAL.** Unless otherwise specifically stated in one of the following tables, a business is considered small if its average annual receipts for the last 3 fiscal years do not exceed \$2 million.
2. **CONSTRUCTION.** Small if its average annual receipts for the last 3 fiscal years do not exceed \$12 million.
3. **ENGINEERING SERVICE.** Small if average annual receipts for preceding 3 fiscal years do not exceed \$7.5 million.
4. **TRUCKING-CAR AND TRUCK RENTAL.** If annual receipts, NOT THE AVERAGE OF 3 YEARS, do not exceed \$7 million.

TRADE	Annual Receipts in Millions
CONSTRUCTION – Special Trade Contractors:	
Carpentering and Flooring	\$ 5.0
Concrete Work	\$ 5.0
Electrical	\$ 5.0
Excavating and Foundation Work	\$ 5.0
Floor Laying and Other Floor Work	\$ 5.0
Glass and Glazing Work	\$ 5.0
Installation and Erection of Building Equipment	\$ 5.0
Masonry, Stone Setting & Other Stone Work, Painting, Paperhanging & Decorating	\$ 5.0
Plastering, Drywall, Acoustical & Insulation Work	\$ 5.0
Plumbing, Heating (except electrical) & Air Conditioning	\$ 5.0
Roofing & Sheet Metal Work	\$ 5.0
Special Trade Contractors Not Elsewhere Classified	\$ 5.0
Structural Steel Erection	\$ 5.0
Terrazzo, Tile, Marble & Mosaic Work	\$ 5.0
Water Well Drilling	\$ 5.0
Wrecking & Demolition Work	\$ 5.0

TRADE	Average Annual Receipts for Previous 3 Years in Millions, Not to Exceed
Base Maintenance	\$ 7.5
Cleaning & Dyeing (including rug cleaning services)	\$ 1.5
Computer Maintenance Services	\$ 7.0
Computer Programming Services	\$ 4.0
Construction (prime contractors)	\$12.0
Data Processing Services	\$ 4.0
Dredging (at least 40% yardage advertised in plans or specs; or 40% must be done with equipment not owned by dredging concerns)	\$ 9.5
Engineering Services	\$ 7.5
Food Services	\$ 3.5
Janitorial & Custodial Services	\$ 4.5
Laundry Services (includes linen supply, diaper services, industrial laundering)	\$ 4.0
Motorcar Rental & Leasing Services (includes truck rental & leasing services)	\$ 7.0
Services – General (any services not specifically defined in SBA regulations)	\$ 2.0

NOTE: If a business has affiliates, it is small if it is: 1) Independently owned and operated, 2) Not dominant in its field.

MINORITY AND WOMEN BUSINESS ENTERPRISE ELIGIBILITY QUESTIONNAIRE

1. Name of Firm: _____
2. Address of Firm: _____
 City: _____ State: _____ Zip Code: _____
3. Phone Number of Firm: _____
4. Indicate whether firm is sole proprietorship, partnership, joint venture, corporation or other business entity (please specify): _____

5. Nature of Firm's Business: _____
6. Years firm has been in business under present address: _____
7. Ownership of Firm: Identify those who own 5% or more of the firm's ownership. Columns E & F need to be filled out only if the firm is less than 100% minority owned.

A NAME	B RACE	C SEX	D YEARS OF OWNERSHIP	E OWNERSHIP PERCENTAGE	F VOTING PERCENTAGE

With firms less than 100% minority of women or women ownership, list the contributions of money, equipment, real estate or expertise of each of the owners.

8. Control of Firm: Identify by name, race, sex and title in the firm those individuals (including owners and non-owners) who are responsible for day-to-day management

and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions: _____

b. Management decisions, such as:

1) Estimating _____

2) Marketing and sales _____

3) Hiring and firing of management personnel _____

4) Purchases of major items or supplies _____

c. Supervision of field operations _____

9. For each person listed in answers to question #8, provide a brief summary of the person's experience and number of years with the firm. Indicate the person's qualifications for the responsibilities given to him/her.
10. Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties that restrict ownership or control of minority or women owners.
11. Identify any owner (see #7) or management official (see #8) of the named firm who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named firm. Present business relationships, include shared space, equipment, financing, or employees as well as both firms having some of the same owners.
12. What are the gross receipts of the firm for each of the last 3 years:
Year ending _____ \$ _____
Year ending _____ \$ _____
Year ending _____ \$ _____
13. Name of bonding company, if any: _____
Bonding limit: _____
Source of letters of credit, if any: _____
14. Are you authorized to do business in the state as well as locally, including all necessary business licenses? _____

15. Indicate if this firm or other firms with any of the same officers have previously received or been denied certification or participation as a MBE or WBE and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

(Name of Firm)

as well as the ownership thereof. Furthermore, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under Federal or State laws concerning false statements.

NOTE: If, after filing this Schedule A and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor or, if no prime, inform the grantee directly.

Signature: _____
Name: _____
Title: _____
Date: _____ State of _____ County of _____

On this _____ day of _____, _____, before me appeared (Name) _____
_____ to me personally known, who, being duly sworn, did execute the foregoing
affidavit, and did state that he or she was properly authorized by (Name of firm) _____
_____ to execute the affidavit and did so at his/her free act
and deed.

(Seal)

Notary Public _____

Commission Expires _____

LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS PERFORMING WORK OR LABOR OR RENDERING SERVICES IN EXCESS OF ONE-HALF OF ONE PERCENT OF THE PRIME CONTRACTOR'S TOTAL BID.

	Name and Address	Work to be Performed	License #, Classification & DIR Registration #	E-Mail & Phone #
1	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
2	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
3	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
4	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
5	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
6	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
7	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

	Name and Address	Work to be Performed	License #, Classification & DIR Registration #	E-Mail & Phone #
8				
9				
10				
11				
12				
13				
14				

EXECUTIVE ORDER
NO. 11625

October 14, 1971, 36 F.R. 19967

PRESCRIBING ADDITIONAL ARRANGEMENTS
FOR DEVELOPING AND COORDINATING A NATIONAL PROGRAM
FOR MINORITY BUSINESS ENTERPRISE

The opportunity for full participation in our free enterprise system by socially and economically disadvantaged persons is essential if we are to obtain social and economic justice for such persons and improve the functioning of our national economy.

The Office of Minority Business Enterprise, established in 1969, greatly facilitated the strengthening and expansion of our minority enterprise program. In order to take full advantage of resources and opportunities in the minority enterprise field, we now must build on this foundation. One important way of improving our efforts is by clarifying the authority of the Secretary of Commerce (a) to implement Federal policy in support of the minority business enterprise program; (b) provide additional technical and management assistance to disadvantaged business; (c) to assist in demonstration projects; and (d) to coordinate the participation of all Federal departments and agencies in an increased minority enterprise effort.

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States, it is ordered as follows:

Section 1. Functions of the Secretary of Commerce. (a) The Secretary of Commerce (hereinafter referred to as "the Secretary") shall –

(1) Coordinate as consistent with law the plans, programs, and operations of the Federal Government that affect or may contribute to the establishment, preservation, and strengthening of minority business enterprise.

(2) Promote the mobilization of activities and resources in State and local governments, businesses and trade associations, universities, foundations, professional organizations, and volunteer and other groups towards the growth of minority business enterprises, and facilitate the coordination of the efforts of these groups with those of Federal departments and agencies.

(3) Establishing a center for the development, collection, summarization, and dissemination of information that will be helpful to persons and organizations throughout the Nation in undertaking or promoting the establishment and successful operation of minority business enterprise.

(4) Within constraints of law and appropriations therefore, and according to his/her discretion, provide financial assistance to public and private organizations so that they may render technical and management assistance to minority business enterprises, and defray all or part of the costs of pilot or demonstration projects conducted by public or private agencies or organizations that are designed to overcome the special problems of minority business enterprises or otherwise to further the purposes of this order.

(b) The Secretary, as he/she deems necessary or appropriate to enable him/her to better fulfill the responsibilities vested in him/her by subsection (a). may –

(1) With the participation of other Federal departments and agencies as appropriate, develop comprehensive plans and specific program goals for the minority enterprise program; establish regular performance monitoring and reporting systems to assure that goals are being achieved; and evaluate the impact of Federal support in achieving the objectives established by this order.

(2) Require a coordinated review of all proposed Federal training and technical assistance activities in direct support of the minority enterprise program to secure consistency with program goals and to avoid duplication.

(3) Convene, for purposes of coordination, meetings of the heads of such departments and agencies, or their designees, whose programs and activities may affect or contribute to the purposes of this order.

(4) Convene business leaders, educators, and other representatives of the private sector who are engaged in assisting the development of minority business enterprise or who could contribute to its development, for private activities in furtherance of the objectives of this order.

(5) Confer with and advise officials of State and local governments.

(6) Provide the managerial and organizational framework through which joint or collaborative undertakings with Federal departments or agencies or private organizations can be planned and implemented.

(7) Recommend appropriate legislative or executive actions.

Section 2. Advisory Council for Minority Enterprise. (a) the Advisory Council for Minority Enterprise (hereinafter referred to as "the Council"), established by Executive Order No. 11468 of March 5, 1969 shall continue in existence under the terms of this order.

(b) The Council shall be composed of members appointed by the President from among persons, including members of minority groups and representatives from minority business enterprises, who are knowledgeable to this field and who are dedicated to the purpose of this order. The members shall serve for a term of two (2) years and may be reappointed.

(c) The President shall designate one of the members of the Council as the Chairman of the Council.

- (d) The Council shall meet at the call of the Secretary.
- (e) The Council shall be advisory to the Secretary in which capacity it shall –
 - (1) Serve as a source of knowledge and information on developments in different fields and segments of our economic and social life that affect minority business enterprise.
 - (2) Keep abreast of plans, programs, and activities in the public and private sectors that relate to minority business enterprise, and advise the Secretary on any measures to better achieve the objectives of this order.
 - (3) Consider, and advise the Secretary, and such officials as he/she may designate, on problems and matters referred to the Council.
- (f) For the purpose of Executive Order No. 11007 of February 26, 1962, the Council shall be deemed to have been formed by the Secretary.
- (g) Members of the Council shall be entitled to receive travel and expenses, including per diem in lieu of subsistence, as authorized by law (Sect. U.S.C. 5701-5708) for persons in the Government service employed intermittently.
- (h) The Secretary shall arrange for administrative support of the Council to the extent necessary, including use of any gifts or bequests accepted by the Department of Commerce pursuant to law.

Section 3. Responsibilities of Other Federal Departments and Agencies. (a) The head of each Federal department and agency, or a representative designed by him/her, when and in the manner so requested by the Secretary, shall furnish information, assistance, and reports to, and shall otherwise cooperate with, the Secretary in the performance of his/her functions hereunder.

(b) The head of each Federal department or agency shall, when so requested by the Secretary, designate his/her Under Secretary or such other similar official to have primary and continuing responsibility for the participation and cooperation of that department or agency in matters concerning minority business enterprise.

(c) The officials designated under the preceding paragraph, when so requested, shall review and report to the Secretary upon the policies and programs of the minority business enterprise program, and shall keep the Secretary informed of all proposed budgets, plans and programs of his/her department or agency affecting minority business enterprise.

(d) The head of each Federal department or agency, or a representative designated by him/her, shall, to the extent provided under regulations issued by the Secretary after consultation with the official designated in paragraph (b) above, report to the Secretary on any activity that falls within the scope of the minority business enterprise program as defined herein and in those regulations.

(e) Each Federal department or agency shall, within constraints of law and appropriations therefore, continue all current efforts to foster and promote minority business enterprises and to support the program herein set forth, and shall cooperate with the Secretary of Commerce in increasing the total Federal effort.

Section 4. Reports. The Secretary shall, not later than one hundred and twenty (120) days after the close of each fiscal year, submit to the President a full report of his/her activities hereunder during the previous fiscal year. Further, the Secretary shall, from time-to-time, submit to the President his/her recommendations for legislation or other action as he/she deems desirable to promote the purposes of this order. Each Federal department or agency shall report to the Secretary as hereinabove provided on a timely basis so that he Secretary may consider such reports for his/her report and recommendations to the President. Each Federal department or agency shall develop and implement systematic data collection processes that will provide to the Office of Minority Business Enterprise Information Center current data helpful in evaluating and promotion the efforts herein described.

Section 5 Policies and Standards. The Secretary may establish such policies, standards, definitions, criteria, and procedures to govern the implementations, interpretation, and application of this order, and generally perform such functions and take such steps as he/she may deem to be necessary or appropriate to achieve the purposes and carry out the provisions hereof.

Section 6. Definitions. For the purposes of this order, the following definitions shall apply:

(a) "Minority business enterprise" means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar causes. Such persons include, but are not limited to, Negroes, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, and Aleuts.

(b) "State" means the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, and the Trust Territory of the Pacific Islands.

Section 7. Construction. Nothing in this order shall be construed as subjecting any function vested in, or assigned pursuant to law to, any Federal department or agency or head thereof to the authority of any other agency or office exclusively, or as abrogating or restricting any such function in any manner.

Section 8. Prior Executive Order. Executive Order No. 11458 of March 6, 1969, is hereby superceded.

RICHARD NIXON,
THE WHITE HOUSE
October 13, 1971

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

Date _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

LABOR STANDARDS PROVISIONS

The following clauses shall be made part of the contract documents for projects subject to the Davis-Bacon and Related Acts:

(Section a) Davis-Bacon Act (40 U.S.C. 276a - 276a-7).

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) 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 paragraph (1)(iv) of this section, also, regular contributions made or costs incurred for more than a weekly period (but less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during each weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (4) of this section. 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 actually 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 paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) This paragraph has been suspended indefinitely (58 FR 58955, Nov. 5, 1993).

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program

(v) Additional Classifications.

(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer 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 the Contracting Officer to the Administrator of the Wage and Hour Division, Employment

Standards Administration, U.S. Department of Labor, Washington, D.C., 20210. The Administrator, or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(v)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding. The Agency or Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 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 paragraph (1)(iv) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 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.

(ii) Payrolls.

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency if the Agency is a party to the contract, but if the Agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (3)(i) of this section. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) of this section and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed in 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 Regulations, 29 CFR Part 3;

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Agency 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, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take

such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification,

fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraphs (1) through (10) of this section and such other clauses as the Agency 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 the contract clauses in this section.

(7) Contract termination: debarment. A breach of the contract clauses in this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(10) Certification of Eligibility.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(Section b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

(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-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidating damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 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 of unpaid wages and liquidating damages. The Agency or Contracting Officer 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 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.

o0o

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19 ____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the Owner's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19 ____.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____
this the _____ day of _____, 19 ____ . By

Title _____

oOo

1/1

DRAFT AIA Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Richard Housing Authority of Sutter and Nevada Counties
1455 Butte House Road
Yuba City, CA 95993

and the Contractor
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Richard Development I - Samuel and Bernard
Yuba City CA

The Architect:
(Name, legal status, address and other information)

Richardson
710 12th Street
Sacramento CA 95814

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have retained 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.

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

AIA Document A201™ 2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Formatted: Superscript

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable)

Item	Units and Limitations	Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

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by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of $(\text{X} \%)$ ($(\text{X} \%)$). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction,
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of $(\text{X} \%)$ ($(\text{X} \%)$);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other (Specify)

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

« » % « »

§ 8.3 The Owner's representative:

(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 The Contractor's representative:

(Name, address and other information)

(f)
 (g)
 (h)
 (i)
 (j)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

(f)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101 - 2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201 - 2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

(f)

Section	Title	Date	Pages

§ 9.1.5 The Drawings: *(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

(f)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document: E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

AIA Document A101™ - 2007. Copyright © 1915, 1919, 1923, 1937, 1951, 1959, 1981, 1982, 1987, 1991, 1997, 1998 and 2007 by The American Institute of Architects. All rights reserved. UNP/0705 This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document or any portion of it may result in severe civil and criminal penalties and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 12:55:16 on 03/18/2017 under Order No. 4764275968_1 which expires on 08/03/2017, and is not for resale. User Notes: (1715876426)

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only, if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

 Gustavo Becerra, Executive Director
 (Printed name and title)

CONTRACTOR (Signature)

 (Printed name and title)

ATTACHMENT TO AIA DOCUMENT A101-2007, *Standard Form of Agreement Between Owner and Contractor*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Contractor*," AIA Document A101-2007 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Delete paragraph 3.1 and substitute the following:

3.1 The date of commencement shall be contained in the Notice to Proceed.

Add the following to paragraph 3.3:

If the work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. The Contractor shall pay to the Owner liquidated damages in the sum of \$ _____ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 5, PAYMENTS

Insert "ten" and "10" in the appropriate spaces in clauses 5.1.6.1 and subparagraph 5.1.6.2.

Delete the last sentence of clause 5.1.6.1.

Delete the following from clause 5.1.6.2:

(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing)

Delete subparagraph 5.1.8.

ARTICLE 6, Dispute Resolution

6.2 Rural Development staff should verify the selection of binding dispute resolution.

(08-26-98) PN 296

ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 9.1.3:

Attachment to the *Standard Form of Agreement Between Owner and Contractor* (RD Instruction 1924-A, Guide 1, Attachment 6)
General Conditions of the Contract for Construction, AIA A201-1997
Attachment to the *General Conditions of the Contract for Construction* (RD Instruction 1924-A, Guide 1, Attachment 10)
Special Conditions

Subparagraph 9.1.7:

Advertisement for Bids (RD Instruction 1924-A, Guide 1, Attachment 1)
Instructions to Bidders, AIA A701.1997
Attachment to the *Instructions to Bidders* (RD Instruction 1924-A, Guide 1, Attachment 2)
Bid (RD Instruction 1924-A, Guide 1, Attachment 3)
Bid Bond (RD Instruction 1924-A, Guide 1, Attachment 4)
Compliance Statement (Form RD 400-6)
Payment Bond (RD Instruction 1924-A, Exhibit F)
Performance Bond (RD Instruction 1924-A, Exhibit G)
Notice of Award (RD Instruction 1924-A, Guide 1, Attachment 5)
Identity of Interest (IOI) Disclosure Certificate (Form RD 3560-30)
Identity of Interest (IOI) Qualification (Form RD 3560-31)
Contract Concurrence (RD Instruction 1924-A, Guide 1, Attachment 8)
Labor Standards Provisions (RD Instruction 1940-C, Exhibit A)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD 1048)
Standard Form-LLL, "Disclosure of Lobbying Activities" (RD Instruction 1940-Q, Exhibit A)
Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1)

oOo

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached Contract(s) and Performance and Payment Bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: _____

(NOTE: Delete phrase "Performance and Payment Bonds" when not applicable.)

oOo

1/1

CONCURRENCE

The United States of America, as potential lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, hereby concurs in the form, content, and execution of this Contract.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

Date Rural Development Official

Title

This Contract shall not be in full force and effect until concurred with by the State Director or the State Director's delegate, Rural Development, U. S. Department of Agriculture.

oOo

PERFORMANCE BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS: That we

_____ a _____
(Name of Contractor) (Corporation, Partnership or Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety", are held and firmly bound into

_____ of _____
(Owner) (City and State)

hereinafter called "Owner", in the penal sum of

_____ DOLLARS

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

(City, State, Zip)

(Principal)

By: _____ (S)

(Address)

(City, State, Zip)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

(Address)

(City, State, Zip)

(Surety)

By: _____
(Attorney-in-Fact)

(Address)

(City, State, Zip)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

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CR-10

PAYMENT BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS:

WHEREAS, THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES, HEREIN AFTER KNOWN AS THE "AUTHORITY" has awarded to

_____ as principal, hereinafter designated as the "Contractor", a Contract for work to supply labor, equipment, materials and related services for the modernization and upgrade of HUD single-family homes at Richland Housing in Yuba City, California, as appears in said Contract Documents and Specifications adopted therefore; and

WHEREAS, said Contractor is required by the provisions of said Contract Documents and Specifications to furnish a payment bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, we the undersigned Surety, a corporation authorized to transact a surety business in the State of California, and the Contractor are held and firmly bound onto the Authority, in the sum of

_____, DOLLARS

(\$ _____), to be paid to the Authority or its certain Attorney, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the Contractor, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay to the persons mentioned in Sections 3110, 3111 and 3112 of the Civil Code of the State of California, or to persons furnishing provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor therein of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code of the State of California, with respect to such work and labor, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay reasonable attorney fees to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignee in any suit brought upon this bond.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or in the specifications agreed to between the Contractor and the Authority, and no forbearance on the part of the Authority, shall operate to relieve any surety from liability on this bond, and consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

(Contractor)

By _____
(Principal)

(Surety Company)

By _____
(Principal)

SURETY

(Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signatures of person or persons executing for the Surety must be acknowledged.)

**CERTIFICATION PURSUANT TO
LABOR CODE SECTION 1861**

- A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- B. "It is hereby mutually agreed that the Contractor shall forfeit to the Authority a penalty of \$25.00 for each calendar day, or portion thereof, for each worker paid by him/her, or subcontractor under him/her, less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices."

- C. "It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the Authority, \$25.00 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive."

- D. "Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8."

- E. "Properly indentured apprentices may be employed in the prosecution of the work. They must be so employed by any Contractor or subcontractor employing workers in any apprenticeable craft or trade, i.e., a craft or trade determined to be an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. Special attention is directed to that portion of Labor Code Section 1777.5 that requires such a Contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Contract work, a certificate approving the Contractor or sub-contractor, for employment and training of apprentices in such area unless already covered by local apprenticeship

standards. Upon the issuance of the certificate, the Contractor or subcontractor, unless exempt pursuant to Section 1777.5 of the Labor Code, shall employ the number of apprentices or the ratio of apprentices to journeymen/woman fixed in the certificate. If there is in the area of the site of the work a fund or funds to administer and conduct the apprenticeship program in any apprenticeable craft or trade, to which fund or funds other contractors in said area are, but the Contractor or subcontractor is not contributing, the Contractor or subcontractor shall contribute to said fund or funds in the same amount or upon the same basis and in the same manner as the other contractors do. For willful failure to comply with Section 1777.5 of the Labor Code the Contractor shall be denied the right to bid on a public works contract for a period of one year from the date the determination is made."

Contractor's Signature: _____

Printed Name & Title of Signer: _____

Date: _____

THE EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, that is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 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, 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, or national origin.
3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative 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.
4. 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.
5. 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 of his/her books, records, and accounts by the administering

agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the discrimination clause of this contract or with any of the said rules, 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, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided, that if the applicant so participating in a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33 FR 7804, May 28, 1968, as amended at 34 FR 744, January 17, 1969; 40 FR 14083, March 28, 1975)

SECTION 3 OF THE HUD ACT OF 1968

Under the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, the Housing Authority shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of the local government.

Under Executive Order 11246, as amended, the Housing Authority shall advise all contractors entering into construction related contracts over \$25,000 to document affirmative actions taken to ensure equal opportunity in employment. As part of its normal contract administration, the Housing Authority is responsible for determining compliance with the EEO clause.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

TO:

SUBJECT: Project Name:
Project Number:

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
2. 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, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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 failure.

Date

Signature

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EO-42

**Department of Labor
Wage and Hour Division**

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in you firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 – Name, address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address section so that Social Security numbers may be listed.

Column 2 – Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 – Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown or ours so worked is maintained and shown on submitted payroll by use of separate entries.

Column 4 – Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours in excess of 8 hours per day and 40 hours a week.

Column 5 – Total: Self-explanatory

Column 6 – Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pay fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employee just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

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

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, fund or programs as fringes. The contractor shall pay, and shall show that he is paying to in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 – Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus\$63.00/\$120.00.

Column 8 – Deductions: Five Columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 – Net Wages Paid for Week: Self-explanatory

Totals – Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USV 1001, namely, possible imprisonment of the 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between item (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

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EO-46

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

PAYROLL

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

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



OMB No. 1215-0148
 Expires: 03/31/2003

NAME OF CONTRACTOR OR SUBCONTRACTOR PROJECT OR CONTRACT NO. _____

ADDRESS _____ PROJECT AND LOCATION _____

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO OF WITHHOLDING DEDUCTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(6) TOTAL HOURS	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
												FICA	WITH- HOLDING TAX	OTHER	
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00
									0.00	\$0.00				\$0.00	\$0.00

We estimate that it will take an average of 56 minutes to complete this collection of information, 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 of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

NOTICE TO PROCEED

TO: _____ DATE: _____

_____ Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 19____, on or before _____, 19____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 19____.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

This the _____, 19____

By _____

Title _____

Employer Identification
Number _____

oOo

DRAFT AIA Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Richland Development I - Samuel and Bernard»
«Yuba City CA»

THE OWNER:

(Name, legal status and address)

Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road
Yuba City, CA 95991

THE ARCHITECT:

(Name, legal status and address)

mcquigandesign
710 12th Street
Sacramento, CA 95814

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.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 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, performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed a publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum, or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents, required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 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 ten-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 the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 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 under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 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 appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 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. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 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. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8, receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 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.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing, and
- 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 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 or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions; the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or 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; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 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 encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- 3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- 5 damage to the Owner or a separate contractor;
- 6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or
- 7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made or amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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 Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then 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 shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 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 that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor in their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled,
2. failure of the Work to comply with the requirements of the Contract Documents, or
3. terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby,
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors, and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry out such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations, and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.1B

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents 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 the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- 3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven 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, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 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 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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, subject to any prior rights of the surety:

- 1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 2 Accept assignment of subcontracts pursuant to Section 5.4; and
- 3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible, or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders

§ 14.4.3 In case of such termination for the Owner's convenience, 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 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



ATTACHMENT TO AIA DOCUMENT A201-2007, *General Conditions of the Contract for Construction*

The provisions of this attachment shall delete, modify and supplement the provisions contained in the "*General Conditions of the Contract for Construction*," AIA Document A201-2007 Edition. The provisions contained in this attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

1.2.4 Concurrence of the Contract by the Agency is required before it is effective.

ARTICLE 2, OWNER

Delete subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished, free of charge, _____ copies of the Drawings and Projects Manuals necessary for execution of the Work. Additional copies will be available from the Architect at the cost of reproduction and handling.

ARTICLE 4, ARCHITECT

Add the following to subparagraph 4.1.1:

The term "Architect" means the Architect, or the Engineer when the nature of the work is within the authority granted engineers by the State licensure law, or an authorized representative of the Architect or Engineer.

ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

The Contractor shall not contract with any party who is suspended or debarred by any Federal government agency from participating in Federally assisted construction projects

or to whom the Owner or the Architect has made reasonable and timely objection.

ARTICLE 7, CHANGES IN THE WORK

Delete the words ", Construction Change Directive" from subparagraph 7.1.1.

Insert the words ", Agency " after the word "Owner," and delete the words "; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor" in subparagraph 7.1.2.

Delete the words "Construction Change Directive" from subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing Form RD 1924-7, "Contract Change Order," or AIA G-701 signed by the Owner, Architect, Contractor, and the Agency representative. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor's signing of a Change Order indicates complete agreement therein.

Add subparagraph 7.2.2:

7.2.2 Methods used in determining adjustments to the Contract Sum may include any of the following:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluating.
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon.

Add the following sentence to paragraph 7.3: "A Construction Change Directive may be used only for a change in response to an emergency as described in paragraph 10.4.

ARTICLE 8, TIME

Add the following subparagraphs:

8.2.4 The Notice to Proceed shall be issued within twenty (20) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the Owner and Contractor, with the concurrence of the Agency. If the Notice to Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed, the Contractor may terminate the Agreement without further liability on the part of either party.

8.3.4 As outlined in Article 3 of the Agreement, the Contractor agrees to pay liquidated damages to the Owner for each calendar day the Contractor shall be in default.

ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

9.3.1.1 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved by all appropriate parties, including the Agency.

Add the words ", using AIA Document 702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate'," after "Certificate for Payment" in subparagraph 9.4.1.

Add the following subparagraph:

9.6.8 No progress payments will be made that deplete the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor. Retainage will not be adjusted until after construction is substantially complete.

Replace the word "seven" with the words "fifteen (15)" in the first sentence, third line of subparagraph 9.7.

Delete subparagraph 9.8.5, after the first sentence, and substitute the following:

9.8.5 When the Work has been substantially completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed. Provide a copy of the Certificate to the Agency.

Delete subparagraphs 9.9.1 through 9.9.3 and substitute the following:

9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

- .1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.
- .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
- .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
- .5 If the Project consists of more than one building, and one of the buildings is to be

occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

9.9.2 With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract Documents until the Project is completed and accepted by the Owner.

Delete the second and third sentences of subparagraph 9.10.2.

ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.5" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

11.1.5. Insurance shall be:

- .1 Written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident, or,
- .2 Written with a combined bodily injury and damage liability of not less than \$700,000 per occurrence; and with an aggregate of not less than \$700,000 per occurrence.

Add the following sentence to the end of subparagraph 11.3.1

The policy shall name as the insured the Contractor and the Owner.

Insert the word "Owner" after the words "protect the interests of the" in the second sentence of subparagraph 11.3.1.2.

Add the following sentence to the end of subparagraph 11.3.6:

The provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage.

Delete subparagraph 11.3.7 in its entirety.

Delete subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum

Add the following subparagraphs:

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

11.4.1.2 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

13.8 LANDS AND RIGHTS-OF WAY

13.8.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the execution and completion of work to be performed under this contract.

13.9 EQUAL OPPORTUNITY REQUIREMENTS

Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

13.9.1 This section summarizes Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.

13.9.2 Executive Order 11246, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 C.F.R. chapter 60 implementing the Executive Order. The regulations at 41 C.F.R. part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 C.F.R. part 60-4.

13.9.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is

a single nationwide goal of 6.9 percent for utilization of women. The goals apply to all construction work in the covered geographic area, whether or not it is federal, federally assisted or non-federal. A notice advises bidders of the applicable goals for the area where the project is to be located.

13.9.4 Application. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.

13.9.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.

13.9.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.

13.9.5 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986, by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.

13.9.6 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

13.10 STATUTES

13.10.1 The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

13.10.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with construction to give up any part of the compensation to which the person is otherwise entitled.

13.10.1.2 Clean Air Act (42 U.S.C. 7414), section 114, and Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 C.F.R. part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:

- .1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.
- .2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.
- .3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

13.10.1.3 Restrictions on Lobbying (Public Law 101-121, section 319) as supplemented in Department of Agriculture regulations (7 C.F.R. part 3018). This statute applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Contractor must complete a certification form on lobbying activities related to the specific Federal loan or grant that is a funding source for this contract. The certification and disclosure forms shall be provided by the Owner.

13.11 RECORDS

13.11.1 If the Contract is based on a negotiated Bid, the Owner, the Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

13.12 ENVIRONMENTAL REQUIREMENTS

13.12.1 Mitigation Measures - The contractor shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.

13.12.2 The Contractor, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:

13.12.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology - Any excavation or other earth moving activity by the Contractor that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Contractor to:

- .1 Temporarily stop work;
- .2 Provide immediate notice to the Architect and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;
- .3 Take reasonable measures as necessary to protect the discovered materials or protected resource;
- .4 Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and
- .5 Resume work only upon notice from the Architect and the Agency.

13.12.3 Lead-Based Paint - The Contractor and Owner shall comply with applicable Agency requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851) for rehabilitation work on residential property built prior to 1978.

13.13 DEBARMENT AND SUSPENSION

13.13.1 The Contractor shall comply with the requirements of 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity.

ARTICLE 15 CLAIMS AND DISPUTES

Add the words "may be" after "on the parties but" in the last sentence of subparagraph 15.2.5.

Replace the word "shall" with the word "may" in the first sentence, first occurrence of subparagraph 15.3.2

15.4.1.2 The arbitrators will select a hearing location as close to the Owner's locale as possible.

oOo

Position 3

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
RURAL HOUSING SERVICE
CERTIFICATION OF NO IDENTITY OF INTEREST (101)

Applicant/Borrower Name:	Project Name:
	Location: (Town, Country, State)

IDENTITY OF INTEREST STATEMENT

An Identity of Interest occurs:

- (1) When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.
- (2) When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.
- (3) When any officer, director, stockholder, or partner of the applicant/borrower and/or management entity has a 10 percent or more financial interest in the supplying entity.
- (4) When the supplying entity advances any funds to the applicant/borrower and/or management entity.
- (5) When the supplying entity provides or pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.
- (6) When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.
- (7) When there exists or comes into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or canceling any of the management plan/management agreement documents, organization documents or other legal documents pertaining to the property, except as approved by the Agency.

I, _____ (please print name), hereby certify that I have read the identity of interest statement above and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as the Agency), has determined constitutes an identity of interest. I further certify that NO identity of interest relationship exists.

I also hereby certify, under penalty of law*, and with knowledge that this information may be verified, that the information submitted is true and accurate. I further understand that failure to disclose any identity of interest to the Agency will also subject me to any administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Federal program.

I further understand and agree that I will complete an Identity of Interest Disclosure/Qualification Certificate if at any time my circumstances change, and an identity of interest relationship is formed.

Applicant/Borrower Signature

Date

Applicant/Borrower Signature

Date

*Warning. Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
RURAL HOUSING SERVICE
IDENTITY OF INTEREST DISCLOSURE/QUALIFICATION CERTIFICATE

SECTION I: TO BE COMPLETED BY ALL APPLICANTS/BORROWERS	
Applicant/Borrower Name:	Project Name:
	Location: (Town, Country, State)

IDENTITY OF INTEREST STATEMENT

An Identity of Interest occurs:

- (1) When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.
- (2) When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.
- (3) When any officer, director, stockholder, or partner of the applicant (borrower and/or management entity) has 10 percent or more financial interest in the supplying entity.
- (4) When the supplying entity advances any funds to the applicant/borrower and/or management entity.
- (5) When the supplying entity provides or pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.
- (6) When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.
- (7) When there exists or comes into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or canceling any of the management plan/management agreement documents, organization documents or other legal documents pertaining to the property, except as approved by the Agency.

I, _____ (please print name), hereby certify that I have read the identity of interest statement above and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as the Agency), has determined constitutes an identity of interest. I further certify that an identity of interest relationship exists and hereby disclose on the following page(s) of this qualification form those entities with which I HAVE an identity of interest relationship.

I hereby certify, under penalty of law*, and with knowledge that this information may be verified, that the information submitted is true and accurate. I further understand that failure to disclose any identity of interest to the Agency will also subject me to any administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Agency or Federal program.

I further understand and agree that I will update this Disclosure/Qualification Certificate if my circumstances change, and I agree to provide a new Disclosure/Qualification Certificate at any time requested by the Agency.

This Certification shall be in effect for a period of three years beginning on the _____ day of _____.

Applicant/Borrower Signature

***Warning:** Section 1001 of Title 18, United States Code provides, "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

IDENTITY OF INTEREST QUALIFICATION

SECTION II: TO BE COMPLETED BY THE PRINCIPAL FOR EACH BUSINESS OR TRADE WITH AN IDENTITY OF INTEREST (IOI) RELATIONSHIP WITH A CONTRACTING ENTITY. Use additional sheets for each IOI entity, if necessary.

101 Entity Name: _____
Type of Entity: Contractor [] Subcontractor [] Architect [] Attorney [] Property Management []

Trade or Business: _____
Supplier of: Material [] Labor [] Both [] Service []

Describe IOI Entity's Relationship to Applicant/Borrower: _____
Address: _____

Telephone Number: _____
Taxpayer Identification Number: _____

Number of Full-time Employees: _____ Part-time: _____ Years in Business: _____
Personnel (those responsible for completion of the contracted work): _____

Principal of IOI Entity: _____ Address: _____
Home Telephone Number: _____

Social Security Number: _____
Years in Business: _____
Training: _____

License(s) Held (include license numbers): _____
Name, Address and Telephone Number of Licensing Agencies: _____

Percent of Total Annual Compensation from Company: _____ %
Disclose any criminal convictions or debarment from Local, State, or Federal Government Programs: _____

Disclose Any Current or Pending Legal Actions Against the Company or any of its Principals: _____

Do any of the IOI companies function as "pass-throughs," i.e., does the IOI company purchase goods or services from another party and pass those goods or services through to the project? For each pass-through arrangement, respond to the statements below. (Use additional sheets as necessary.)

- Name the IOI company involved
Explain how the IOI compensation is determined.
Explain why it is more advantageous for the project to use the pass-through arrangement than to purchase directly from the ultimate supplier.

Attach fee schedules for all IOI companies disclosed.

I certify, under penalty of law*, that the business in which I am employed is an ongoing trade or business qualified and properly licensed to undertake the work for which I intend to contract. I further certify, under penalty of law*, and with knowledge that this information may be verified, that the information submitted is true and accurate.

(Signature) _____ Date _____
IOI Entity Principal

*Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

Date _____

Dear Sir:

I hereby acknowledge the receipt of _____ dollars
(\$ _____) in full payment of my contract dated _____ for improvement work which I did for you and
which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there
are no claims against me under this contract on account of injuries sustained by workers employed by me or by subcontractors
thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching Form RD 1924-10, "Release by Claimants," signed by all persons from whom I have purchased materials and by all
subcontractors and all persons employed in connection with my contract with the above-named borrower.

WARNING

The statements and representations made above are made in connection with construction financed in whole or
in part by the United States Department of Agriculture (USDA). The statements and representations will be
used to determine the release of USDA provided funds. The making of any false statement or misrepresentation
herein may be a crime punishable under Title 18 U.S.C. § 1001 which provides in part: "Whoever, in any matter
within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or
covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or
representations, or makes or uses any false writing or statement or entry, shall be fined under [title 18 of the United
States code] or imprisoned not more than five years, or both.

Sincerely,

Contractor

Position 6

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

ESTIMATE AND CERTIFICATE OF ACTUAL COST

This form is to be used by the contractor and borrower to estimate the cost of construction and total PROJECT NUMBER (Borrower ID Number) development cost, or to certify the actual cost of project construction and development.

BORROWER/OWNER-BUILDER	CONTRACTOR
NAME OF PROJECT	LOCATION

This certificate is made pursuant to existing regulations of the United States of America acting through the Rural Development in order to induce the Government to provide or extend assistance. As part of that inducement, the following certifications are made:

Check and Complete Applicable Box:

A. ESTIMATE

I certify that the estimates of costs as set forth through line 44 in the ESTIMATED COST column are true and correct as computed by me _____ or as given to me by the subcontractors or payees named, as general contractor or owner-builder for the development of the project described above, as determined from the plans and specifications accepted, signed and dated by the Rural Development State Director of Rural Development or the State Director's delegated representative, on 20____. As borrower or owner-builder for the development of the project described above, I certify that the estimates of cost as set forth from line 44 in the ESTIMATED COST column are true and correct as computed by me or as given to me by the subcontractors or payees named. Subsequent to this estimate and prior to final payment, when directed by Rural Development, I agree to furnish a certification of actual cost. The estimate and the final certification will be in accordance with Rural Development regulations requiring estimates and certifications.

B. ACTUAL COST

I certify that the actual cost of labor, materials, and necessary services for the construction of the physical improvements in connection with the project described above, after deduction of all rebates, adjustments, or discounts made or to be made to the undersigned borrower or general contractor, or any corporation, trust partnership, joint venture, or other legal or business entity in which the undersigned borrower or general contractor, or any of their members, stockholders, officers, directors, beneficiaries, or partners hold any interest, is as represented herein. The deduction of such rebates, adjustments, or discounts from actual hard costs will not be used to increase builder's profit over and above the final estimated amount. I further certify that all soft costs associated with construction of the project as set forth on lines 45 through 57 are correct as represented herein.

According to the Paperwork Reduction Act of 1995, an agency may not conduct a sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 2 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.

Line	Div	Trade Item	Estimated Cost	Paid	Actual Cost To Be Paid	Total	Name of Subcontractor or Payee	101
1	3	Concrete						
2	4	Masonry						
3	5	Metals						
4	6	Rough Carpentry						
5	6	Finish Carpentry						
6	7	Waterproofing						
7	7	Insulation						
8	7	Roofing						
9	7	Sheet Metal						
10	8	Doors						
11	8	Windows						
12	8	Glass						
13	9	Drywall						
14	9	Tile Work						
15	9	Anchoring						
16	9	Resilient Flooring						
17	9	Painting and Decorating						
18	10	Scaffolding						
19	11	Special Equipment						
20	11	Cabinets						
21	11	Appliances						
22	12	Blinds and Shades, Artwork						
23	12	Carpets						
24	13	Special Construction						
25	14	Elevators						
26	15	Plumbing and Hot Water						
27	15	Heat and Ventilation						
28	15	Air Conditioning						
29	16	Electrical						
30	2	Earth Work						
31	2	On-Site Utilities						
32	2	Roads and Walks						
33	2	On-Site Improvements						
34	2	Lawns and Planting						
35	2	Unusual On-Site Conditions						
36	2	Off-Site Development						
37		Miscellaneous (Labor and Materials)						
38		Total Hard Costs						
39	1	General Requirements						
40		General Overhead						
41		Other Fees Paid By Contractor						
42		Total Costs						

NOTE: If additional space is required for these other items, append Rider thereto, with references and initial. If more than one subcontractor is performing a trade item, the attached work sheet must be completed giving the information indicated. Form RD 1924-13 (Rev. 12-98)

CONTRACTOR'S AND BORROWER'S ESTIMATE AND CERTIFICATE OF ACTUAL COST						
Line	Trade Item	Estimated Cost	Paid	Actual Cost To Be Paid	Total	Name of Subcontractor or Payee
43	Balance Brwl. Forward (line 42)					
	Builder's Profit					
44	Total Construction Cost					
45	Architectural Fees					
46	Survey and Engineering					
47	Financing Costs Loan Fees					
48	Interest During Construction					
49	Closing Costs & Legal Fees					
50	Land Cost or Value					
51	Nonprofit O&M Capital					
52	Tap and/or Impact Fees					
53	Tax Credit Fees					
54	Environmental Fees					
55	Market Study Cost					
56						
57						
58	Total Development Cost					

"Whoever, in any matter, with the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations; or makes or uses any false writing or statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

WARNING: Section 1001 of Title 18, United States Code provides: Furthermore, submission of false information relating to the content of this Estimate and Certificate of Actual Cost will subject the submitter to any and all administrative remedies available to USDA. Such remedies may include suspension and debarment from participating in any Rural Development or other Federal program.

The undersigned hereby certifies that: *(check as appropriate)*

There has not been and is not now any identity of interest between or among the borrower and/or general contractor on the one hand and any subcontractor, material supplier, equipment lessor, or payee on the other (including any of their members, officers, directors, beneficiaries, or partners).

Attached to and made part of this certificate is a signed statement fully describing any rebates, adjustments, discounts, or any other devices which may have or have had the effect of reducing cost, and all amounts shown above as "to be paid in cash" will be so paid within forty-five (45) days.

ESTIMATES:

Date _____

Lines 44 through 58 (Name of Mortgagor:)

By: _____ (Signature)

Title: _____

ACTUAL

Date _____

Lines 44 through 58 (Name of Mortgagor:)

By: _____ (Signature)

Title: _____

Form RD 1924-18 (Rev. 6-97)		UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY PARTIAL PAYMENT ESTIMATE		CONTRACT NO. _____ PARTIAL PAYMENT ESTIMATE NO. _____ PAGE _____	
OWNER: _____		CONTRACTOR: _____		PERIOD OF ESTIMATE FROM _____ TO _____	
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No.	Agency Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract	
				2. Change Orders	\$0.00
				3. Revised Contract (1 + 2)	\$0.00
				4. Work Completed*	
				5. Stored Materials*	
				6. Subtotal (4 + 5)	\$0.00
				7. Retainage*	
				8. Previous Payments	
				9. Amount Due (6-7-8)	\$0.00
TOTALS		\$0.00	\$0.00	* Detailed breakdown attached	
NET CHANGE		\$0.00	\$0.00		
CONTRACT TIME					
Original (days) _____ Revised _____ Remaining _____		On Schedule <input type="checkbox"/> Yes <input type="checkbox"/> No		Starting Date _____ Projected Completion _____	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.			ARCHITECT OR ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents		
Contractor _____ By _____ Date _____			Arch tect or Engineer _____ By _____ Date _____		
APPROVED BY OWNER: Owner _____ By _____ Date _____			ACCEPTED BY AGENCY: The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents. By _____ Title _____ Date _____		

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

BUILDER'S WARRANTY

Names and Address of Purchasers or Owners

Property

For good and valuable consideration, the undersigned Warrantor hereby warrants to the Purchasers or Owners identified above and to the successors or transferees, all of whom are hereinafter referred to as Owners that:

The building, including appurtenances located on the property identified above, is constructed or improved in substantial conformity with the drawings and specifications which have been accepted in writing by the respective USDA Agency. This warranty applies to all workmanship, materials, and the installation of equipment (including, but not limited to, the heating system, water heater, ranges and refrigerator).

The Owners shall give written notice to the Warrantor promptly after the discovery of any defective condition. Such written notice must be given to the Warrantor during the period of warranty. The period of warranty shall be (a) in the case of new construction or rehabilitation, one year from the date of initial occupancy of the completed or rehabilitated building, or (b) in the case of improvements made to an existing building owned by the Owners prior to the improvements being made, one year from the date of the completion of the work.

It is agreed and understood that this warranty shall apply only to those defective conditions of which the Warrantor has been given written notice during the period of warranty.

Warrantor further agrees that warrantor will take any necessary actions to correct such defective conditions within _____ days

of receipt of written notice. If such action is not taken within _____ days, the Owners may, at their option, contract with another party for the correction of the defects. Warrantor agrees to pay any expenses incurred by the Owners to correct defects covered by this warranty.

This warranty shall be in addition to, and in no way reduce, all other rights and privileges which such Owners may have under any other law or instrument, and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or any other instrument executed by the Owners.

This warranty is executed, in part, for the purpose of inducing the United States Department of Agriculture, (USDA) to make, insure, or guarantee a loan on the Property.

If this warranty is signed by anyone other than the Warrantor, the person signing for the Warrantor represents and certifies that the person is authorized to execute same by the Warrantor and by the person's signature the Warrantor is bound under the terms and conditions of this warranty

NOTES: A- The warrantor must complete all three copies except dates, meet with owner to agree on notification period, sign and give to the Owner with the final request for payment.

Owner must meet with Warrantor to agree on warranty notification period and to date and sign the warranty, owner must retain original, and forward one copy to contractor, and one to the respective USDA Agency with the final request for payment.

B. This warranty shall be required in all cases involving new construction or rehabilitation of buildings including those built under contract, those built for sale without the respective USDA Agency's required construction inspections and those under conditional commitment procedures.

WARNING

Section 100 I of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully ... makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$250,000 or imprisoned not more than five years, or both."

According to the Paperwork Reduction Act of 1995, an agency may not conduct sponsor and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In addition to the preceding warranty, the following items are covered by a company warranty or guarantee as follows:

Item	Serial & Model No.	Name and Address of Company	No. Yrs. or Mos. of Warranty
Heating System			
Kitchen Range			
Water Heater			
Refrigerator			
Manufactured Home			
Other			
Other			

NOTICE TO OWNERS: ANY NOTICE OF DEFECTIVE WORKMANSHIP, MATERIALS OR NONCONFORMITY MUST BE DELIVERED TO THE WARRANTOR NO LATER THAN

(Warrantor shall insert date one (1) year from initial occupancy, date of conveyance of title or date of completion, whichever is applicable.) All plastic pipe used in this job will carry a 5 -year warranty from the date shown by the Warrantor above.

We have furnished the above company warranties or guarantees to the Owners for their use. If this warranty covers a manufactured home, we certify that the manufactured home property substantially complies with the plans and specifications and the manufactured home sustained no hidden damage during transportation and, if manufactured in separate sections, that the sections were properly joined and scaled according to the manufacturer's specifications.

The Warrantor has signed this warranty this _____ day of _____

(Warrantor's Address)

Warrantor (Signature & Title) (SEAL)

Receipt of this warranty is acknowledged this _____ day of _____ , _____

Owner(s)

DRAFT AIA Document G704™ - 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Richland Development I - Samuel and Bernard
Yuba City CA

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

ARCHITECT BY DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR BY DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

OWNER BY DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

SPECIAL CONDITIONS

Work shall include all labor, materials, and equipment required in accordance the Contract Documents and Specifications necessary for the:

Development I , – Rehabilitation And Improvements at Richland Housing in Yuba City, California.

Should there be any questions regarding the specifications or drawings, please contact the Regional Housing Authority of Sutter and Nevada Counties.

SCOPE

Work included: All labor, materials, equipment and apparatus for, or incidental to, executing and completing the work of improvement.

A. GENERAL REQUIREMENTS

1. Each bidder shall visit the site of the proposed work and fully acquaint him/herself with conditions and labor, so he/she may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract.
2. Bidders shall thoroughly examine and be familiar with the Contract Documents.
3. The failure or omission of any bidder to receive or examine any form, instrument, addenda, or other document, or to visit the site and acquaint him/herself with existing conditions, will not relieve him/her from any obligation with respect to his/her bid or to the Contract.
4. Partial payments will be made as the work progresses at the end of each calendar month, or as soon as practical thereafter, on estimates made and approved by the Authority. Unless otherwise agreed upon, there will be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the Contract. On completion and acceptance of the Contract, the Authority will file with the County Recorder, a Notice of Completion, which will serve as formal acceptance of the job. Final payment of ten percent (10%) retention will be made 30 days after the Notice of Completion is filed with the County Recorder.

5. INSUFFICIENT PERFORMANCE BY CONTRACTOR

Three-Day Notice:

If, in the opinion of the Housing Authority, the Contractor at any time during the progress of the work refuses or neglects to supply a sufficiency of materials and labor, or fails to perform any provision of this Contract, the Authority may, without prejudice to any other remedy, provide materials and labor to make good such deficiencies or complete the Contract by whatever method the Authority may deem expedient, and the cost and expense thereof shall be deducted from the Contract amount. The Authority shall first deliver or mail to the Contractor, and its surety at the last business or residence addresses on file with the Authority, a written notice giving the Contractor three (3) days to correct its deficiencies or failures to the satisfaction of the Authority.

B. COMPLIANCE

All work shall comply with all of the latest applicable laws, statutes, ordinances, regulations, and codes of any government agency having jurisdiction, including the State Fire Marshall and Division of Industrial Safety.

C. APPROVALS

The Authority shall have the right to accept or reject equipment, materials, workmanship, and tests, and determine when the Contractor has complied with the requirements herein specified.

D. LICENSES AND ROYALTIES

The Contractor shall guarantee that all licenses and royalties for use of any patented features of the system will be paid for by the Contractor before acceptance of the installation.

E. ANTITRUST CLASS ASSIGNMENT

The Contractor offers and agrees and will require all of the subcontractors and suppliers to agree to assign to the Authority all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2,

commencing with Sec. 16700 (N) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract. The assignment made by the Contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been made and will become effective at the time the Authority tenders final payment to the Contractor without further acknowledgement or the necessity of tendering to Authority any written assignments.

F. ARBITRATION OF CLAIMS

Except as modified herein, by entering into this Contract, the parties mutually agree, pursuant to Public Contract Code Section 22201 to arbitration as the exclusive means of resolving all claims, including extensions of time, arising under or relating to this Contract. After initial determination by the Authority, unresolved disputes shall be decided by a person designated by the Authority who shall not be an agent or employee of the Authority and whose decision shall be independently reached pursuant to the procedures under Public Contract Section 10240 et. seq., and any regulations implementing that statute and this clause. The Contractor may submit recommended names for the person to be designated but the decision on the person to be selected shall be that of the Authority. In addition to the requirements of Public Contract Code Section 10240.B, the arbitrator's decision shall state the reasoning in support of the decision, including findings of fact and conclusions of law.

G. AUDITS

If the Contract exceeds Ten Thousand Dollars (10,000.00), the parties agree that to the extent required by law the Contract and all Contract records, including payroll and employee time records, shall be subject to audit for three years following final payment if funding for the Contract is from State funds.

H. RESPONSIBILITY OF UTILITIES

Except as otherwise provided, the Contractor shall be responsible for the cost of all work, expense or special precautions caused or required by the existence of utilities encountered in performing the work. The Contractor is cautioned that utilities may include water, gas, and sewer mains or laterals as well as overhead telephone and electrical service lines and when working or excavating in the vicinity of such, the Contractor shall observe any special precautions required. Warning signs, barricades, and safety devices shall be erected as necessary.

If during the course of the work the Contractor encounters utility installations which are not shown or indicated in the plans or in the special provisions, or which are found in a location substantially different from that shown or indicated, and the presence of utilities is not reasonably apparent from visual examination or inference, the Contractor shall promptly notify the Authority in writing. Where necessary for the work of the Contract, the Authority shall issue a change order to compensate the Contractor for the cost of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment at the project site necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay was caused by the failure of the Authority or the owner of the utility to remove or relocate the utility facilities.

If the Contractor fails to give the notice specified above and acts without instructions from the Authority, then the Contractor shall be liable for any or all damage to such utilities or other work of the Contract that arises from operations subsequent to discovery thereof.

I. SUBSTITUTION OF SECURITIES

On request of the Contractor, acceptable investment securities of equivalent value may be substituted for amounts retained or withheld from progress payments. The securities shall be deposited in escrow with the Authority or a bank. On satisfactory completion of the Contract work the securities and interest received shall be returned to the Contractor. Any escrow or administrative expense associated with the deposited securities shall be paid by the Contractor and may be offset by the Authority against any amounts due under the Contract and the escrow or may be paid by converting sufficient securities to cash. The securities shall be converted to cash to provide funds to meet defaults by or claims against the Contractor.

J. PREVAILING WAGE LANGUAGE

The Department of Labor and the Department of Housing and Urban Development have determined that this job requires compliance with the Davis-Bacon Act and the payment of not less than the prevailing wage as determined by the Department of Labor and published in the attached wage determination. For all job classifications not listed in the attached wage determination, the successful general contractor shall, after the

award of bid, but prior to the start of work involving those classifications, conduct a wage survey of at least three local subcontractors for each job classification not listed on the wage determination to be utilized in performing the work. The results of that survey shall be provided to the Housing Authority for forwarding to the Labor Standards Division of HUD. Based upon that survey, the Department of Labor shall issue a supplemental wage determination for the job to cover the additional job classifications. It shall be required that the general and all subcontractors pay not less than the prevailing wage rates as stated in the initial and supplemental wage determinations.

Any prevailing wage rate determined under State law to be prevailing with respect to an employee in any trade 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 prevailing wage rate exceeds: The wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq.) To be prevailing in the locality with respect to such trade; an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor or a DOL-recognized State apprenticeship Agency; or an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

CONTACT INFORMATION

Regional Housing Authority of Sutter & Nevada Counties

Senior Develop Specialist

Larry Tinker

1455 Butte House Road

Yuba City, CA 95993

Office phone 530.671.0220 x130

Cell phone 530.682.5977

l.tinker@rhasnc.org

Facilities Maintenance Manager

Tom Goodwin

415 Miles Ave.

Yuba City, CA 95991

Office phone 530.671.0220 x214

Cell phone 530.682.6880

t.goodwin@rhasnc.org

Executive Director

Gustavo Becerra

1455 Butte House Road

Yuba City, CA 95993

Office phone 530.671.0220

g.bacerra@rhasnc.org

Labor Compliance Consultant

Kurry and Associates

1264 Dupont Court

Manteca, CA 95336

Office phone 530.946.9601

katek@kureyandassociates.com

Architect

Monighan Design

710 12th Street

Sacramento, CA 95814

Office phone 916.448.1901

Joyce@monighan.com

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July 15, 2008

Larry Tinker
Consolidated Area Housing Authority of Sutter County
448 Garden Highway
Yuba City, CA 95992
(530) 671-0220

Larry,

The lead-based paint inspection of a representative sample of three of the sixteen, two-story multi-family residences on Benard Drive at the Housing Authority's complex in Yuba City found that no lead-based paint was present on surface coating on the exterior of these buildings. The inspection consisted of sampling painted surfaces on exterior of three of the buildings. All of the buildings were constructed at the same time and built in 1977, the year the allowable level of lead in paint was restricted to 600 ppm or less. Their painting histories are similar and there is no reason to assume that anything other than the standard, non-lead-based, paint available in 1977 was used on any of the other buildings and the other buildings can be assumed to be lead-free also.

Attached are the sample results for three of the buildings 352 (I, J, K), 352 (M, N, O), and 294 (L, M, N, O).

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Barrett", is written over a light blue horizontal line.

Tom Barrett
I/A Inspector Certification #I-1136

Sampling Results - Buildings 352 (I, J, K), 352 (M, N, O), and 294 (L, M, N, O)

Sample #	Room Name	Wall	Structure	Member	Substrate	mGrams	Classification
4	Building #1	A	Wall		Stucco	0.2	Negative
5	Building #1	A	Door	jamb	Metal	-0.2	Negative
6	Building #1	B	Wall		Stucco	0.0	Negative
7	Building #1	C	Wall		Stucco	0.1	Negative
8	Building #1	C	Fence Slat		Wood	0.2	Negative
9	Building #1	C	Wall		Stucco	0.4	Negative
10	Building #1	C	Wall upper		Wood	0.0	Negative
11	Building #1	D	Wall		Stucco	0.4	Negative
12	Building #1	A	Wall		Wood	0.0	Negative
13	Building #2	A	Wall		Stucco	0.2	Negative
14	Building #2	D	Wall		Stucco	0.2	Negative
15	Building #2	D	Wall upper		Wood	0.1	Negative
16	Building #2	C	Wall		Stucco	0.1	Negative
17	Building #2	D	Wall		Wood	0.0	Negative
18	Building #2	C	Fence Slat		Wood	0.0	Negative
19	Building #2	B	Wall		Wood	0.6	Negative
20	Building #2	B	Wall		Stucco	-0.1	Negative
21	Building #3	A	Wall		Stucco	0.5	Negative
22	Building #3	A	Wall		Wood	0.0	Negative
23	Building #3	A	Door	jamb	Metal	-0.2	Negative
24	Building #3	B	Wall		Stucco	0.5	Negative
25	Building #3	C	Wall		Wood	0.0	Negative
26	Building #3	D	Wall		Stucco	0.4	Negative
27	Building #3	D	Wall upper		Wood	0.2	Negative
28	Building #3	D	Wall		Wood	0.1	Negative
29	Building #3	C	Wall		Stucco	0.1	Negative
30	Building #3	C	Fence Slat		Wood	0.1	Negative

Building #1 - 352 (I, J, K)
 Building #2 - 352 (M, N, O)
 Building #3 - 294 (L, M, N, O)

PAINT TESTING FORM 7.1a

Name: _____

Address: _____

Client: Centralized Processing and Section

Date: 7/14/08

Calibration Tests

Inspector Tom Barrett

DHS IA # 1136

XRF Serial No.: 1045

Sample #	Room Equivalent	Wall/ Side	Component	Subcomponent	Substrate	Paint Condition	Test Location			Classification
							Pre-1	Pre-2	Pre-3	
4	WALL SET	A	WALL	STUCCO	W DW P M B C	I / F / P				Pos
5		A	DOOR	JAMB	W DW P M B C	I / F / P				Pos
6		B	WALL		W DW P M B C	I / F / P				Pos
7		C	WALL	sidon wood	W DW P M B C	I / F / P				Pos
8		C	Fence		W DW P M B C	I / F / P				Pos
9	WALL	C	WALL	STUCCO	W DW P M B C	I / F / P				Pos
10		C	WALL	WOOD	W DW P M B C	I / F / P				Pos
11		C	WALL	STUCCO	W DW P M B C	I / F / P				Pos
12		A	WALL UP		W DW P M B C	I / F / P				Pos
13		A	WALL	STUCCO	W DW P M B C	I / F / P				Pos
14		D	WALL LOW	STUCCO	W DW P M B C	I / F / P				Pos
15		D	WALL UP	WOOD	W DW P M B C	I / F / P				Pos
16		C	WALL	STUCCO	W DW P M B C	I / F / P				Pos
17		C	WALL LOW	WOOD	W DW P M B C	I / F / P				Pos
18		C	FENCE	WOOD	W DW P M B C	I / F / P				Pos
19		B	WALL	STUCCO	W DW P M B C	I / F / P				Pos
20		B	WALL LOW	WOOD	W DW P M B C	I / F / P				Pos
21		D	WALL	STUCCO	W DW P M B C	I / F / P				Pos
22		D	WALL	WOOD	W DW P M B C	I / F / P				Pos
23					W DW P M B C	I / F / P				Pos
24					W DW P M B C	I / F / P				Pos
25					W DW P M B C	I / F / P				Pos
26					W DW P M B C	I / F / P				Pos
27					W DW P M B C	I / F / P				Pos
28					W DW P M B C	I / F / P				Pos
29					W DW P M B C	I / F / P				Pos
30					W DW P M B C	I / F / P				Pos
31					W DW P M B C	I / F / P				Pos
32					W DW P M B C	I / F / P				Pos
33					W DW P M B C	I / F / P				Pos

352 12K MND

292

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation July 16, 2008

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

 Lead Inspection
 Risk assessment
 Clearance Inspection
 Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)] 448 Garden Hwy		City Yuba City	County Sutter	Zip Code 95992
Construction date (year) of structure 1977	Type of structure (check one box only)			
	<input checked="" type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Other (specify) _____			

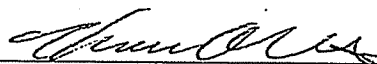
Section 4 — Owner of Structure (if business/agency, list contact person)

Name Consolidated Area Housing Authority of Sutter County		Telephone number (530) 671-0220	
Address [number, street, apartment (if applicable)] 448 Garden Hwy		City Yuba City	State CA
			Zip Code 95992

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

 No lead-based paint detected.
 Lead-based paint detected.
 No lead hazards detected.
 Lead hazards detected.

Section 6 — Individual Conducting Lead Hazard Evaluation

Name Tom Barrett		Telephone number (530) 898-1323	
Address [number, street, apartment (if applicable)] 1026 Mangrove Ave., Suite 20		City Chico	State CA
			Zip Code 95926
CDPH certification number 1-1136	Signature 		Date 7/15/08
Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)			

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656



July 15, 2008

Larry Tinker
Consolidated Area Housing Authority of Sutter County
448 Garden Highway
Yuba City, CA 95992
(530) 671-0220

Larry,

The lead-based paint inspection of a representative sample of three of the sixteen, two-story multi-family residences on Benard Drive at the Housing Authority's complex in Yuba City found that no lead-based paint was present on surface coating on the exterior of these buildings. The inspection consisted of sampling painted surfaces on exterior of three of the buildings. All of the buildings were constructed at the same time and built in 1977, the year the allowable level of lead in paint was restricted to 600 ppm or less. Their painting histories are similar and there is no reason to assume that anything other than the standard, non-lead, paint available in 1977 was used on any of the other buildings and the other buildings can be assumed to be lead-free also.

Attached are the sample results for three of the buildings 352 (I, J, K), 352 (M, N, O), and 294 (L, M, N, O).

Sincerely,

Tom Barrett
I/A Inspector Certification #I-1136

Sampling Results - Buildings 352 (I, J, K), 352 (M, N, O), and 294 (L, M, N, O)

Sample #	Room Name	Wall	Structure	Member	Substrate	mGrams	Classification
4	Building #1	A,	Wall		Stucco	0.2	Negative
5	Building #1	A	Door	jamb	Metal	-0.2	Negative
6	Building #1	B	Wall		Stucco	0.0	Negative
7	Building #1	C	Wall		Stucco	0.1	Negative
8	Building #1	C	Fence Slat		Wood	0.2	Negative
9	Building #1	C	Wall		Stucco	0.4	Negative
10	Building #1	C	Wall upper		Wood	0.0	Negative
11	Building #1	D	Wall		Stucco	0.4	Negative
12	Building #1	A	Wall		Wood	0.0	Negative
13	Building #2	A	Wall		Stucco	0.2	Negative
14	Building #2	D	Wall		Stucco	0.2	Negative
15	Building #2	D	Wall upper		Wood	0.1	Negative
16	Building #2	C	Wall		Stucco	0.1	Negative
17	Building #2	D	Wall		Wood	0.0	Negative
18	Building #2	C	Fence Slat		Wood	0.0	Negative
19	Building #2	B	Wall		Wood	0.6	Negative
20	Building #2	B	Wall		Stucco	-0.1	Negative
21	Building #3	A	Wall		Stucco	0.5	Negative
22	Building #3	A	Wall		Wood	0.0	Negative
23	Building #3	A	Door	jamb	Metal	-0.2	Negative
24	Building #3	B	Wall		Stucco	0.5	Negative
25	Building #3	C	Wall		Wood	0.0	Negative
26	Building #3	D	Wall		Stucco	0.4	Negative
27	Building #3	D	Wall upper		Wood	0.2	Negative
28	Building #3	D	Wall		Wood	0.1	Negative
29	Building #3	C	Wall		Stucco	0.1	Negative
30	Building #3	C	Fence Slat		Wood	0.1	Negative

Building #1 - 352 (I, J, K)

Building #2 - 352 (M, N, O)

Building #3 - 294 (L, M, N, O)

PAINT TESTING FORM 7.1a

Name: _____ Date: 7/19/06 Calibration Tests
 Address: _____
 Client: Consolidated Appraising and Services

Sample #	Room Equivalent	Wall/ Side	Component	Subcomponent	Substrate	Paint Condition	Test Location			Classification
							Pre-1	Pre-2	Pre-3	
4	WALL	A	WALL	STUCCO	W DW P M B C	I / F / P				Pos
5		A	DOOR	JAMBS	W DW P M B C	I / F / P				Pos
6		B	WALL		W DW P M B C	I / F / P				Pos
7		C	WALL	SIDE WALL	W DW P M B C	I / F / P				Pos
8		C	FENCE		W DW P M B C	I / F / P				Pos
9	WALL	C	WALL	STUCCO	W DW P M B C	I / F / P				Pos
10		C	WALL	WOOD	W DW P M B C	I / F / P				Pos
11		B	WALL	STUCCO	W DW P M B C	I / F / P				Pos
12		A	WALL UP		W DW P M B C	I / F / P				Pos
13		A	WALL	STUCCO	W DW P M B C	I / F / P				Pos
14		D	WALL LOW	STUCCO	W DW P M B C	I / F / P				Pos
15		D	WALL UP	WOOD	W DW P M B C	I / F / P				Pos
16		C	WALL	STUCCO	W DW P M B C	I / F / P				Pos
17		C	WALL LOW	WOOD	W DW P M B C	I / F / P				Pos
18		C	FENCE	WOOD	W DW P M B C	I / F / P				Pos
19		B	WALL	STUCCO	W DW P M B C	I / F / P				Pos
20		B	WALL LOW	WOOD	W DW P M B C	I / F / P				Pos
21		A	WALL	STUCCO	W DW P M B C	I / F / P				Pos
22		A	WALL	STUCCO	W DW P M B C	I / F / P				Pos
23					W DW P M B C	I / F / P				Pos
24					W DW P M B C	I / F / P				Pos
25					W DW P M B C	I / F / P				Pos
26					W DW P M B C	I / F / P				Pos
27					W DW P M B C	I / F / P				Pos
28					W DW P M B C	I / F / P				Pos
29					W DW P M B C	I / F / P				Pos
30					W DW P M B C	I / F / P				Pos
31					W DW P M B C	I / F / P				Pos
32					W DW P M B C	I / F / P				Pos
33					W DW P M B C	I / F / P				Pos

352 101 W 20

292

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation July 16, 2008

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

Lead Inspection Risk assessment Clearance Inspection Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)] 448 Garden Hwy	City Yuba City	County Sutter	Zip Code 95992
--	--------------------------	-------------------------	--------------------------

Construction date (year) of structure 1977	Type of structure (check one box only) <input checked="" type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Other (specify) _____
--	--

Section 4 — Owner of Structure (if business/agency, list contact person)

Name Consolidated Area Housing Authority of Sutter County	Telephone number (530) 671-0220
---	---

Address [number, street, apartment (if applicable)] 448 Garden Hwy	City Yuba City	State CA	Zip Code 95992
--	--------------------------	--------------------	--------------------------


Section 5 — Results of Lead Hazard Evaluation (check all that apply)

No lead-based paint detected. Lead-based paint detected.
 No lead hazards detected. Lead hazards detected.

Section 6 — Individual Conducting Lead Hazard Evaluation

Name Tom Barrett	Telephone number (530) 898-1323
----------------------------	---

Address [number, street, apartment (if applicable)] 1026 Mangrove Ave., Suite 20	City Chico	State CA	Zip Code 95926
--	----------------------	--------------------	--------------------------

CDPH certification number I-1136	Signature 	Date 7/15/08
--	---	------------------------

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656

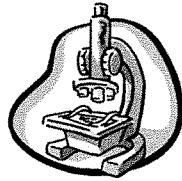
Asbestos Science Technologies, Inc.

P.O. Box 505

Bangor, Ca. 95914

530-518-0934

email - astinc17@yahoo.com



Lead Narrative

Site Inspected: Bernard and Samuel Buildings - Yuba City, CA

Date of Inspection: April 21, 22 and May 4, 2017

An inspection was conducted of the properties listed above on April 21, 22 and May 4, 2017 by Laurie Warren - Certified Lead Inspector/Assessor - ID # 24602 Exp. 06/27/2017. Samples have been taken of suspect material which are to be impacted as part of the renovation. The lead samples taken were sent to Schneider Laboratories at 2512 W. Cary Street in Richmond Virginia for analysis using Atomic Absorption Spectroscopy. The analysis was in accordance with EPA 7000 B Methodology using SLI P26 A14. **There are no samples which exceeded the established Housing and Urban Development (U.S. EPA) criteria of 1.0 milligrams per centimeter squared, 5000 parts per million or 0.5% lead by weight for the definition of Lead Based Paint.**

There are samples which exceeded the Title 8 CCR 1532.1 definition of lead paint which is based on 600 parts per million or 0.06% by weight. Sample # 1L at 368 C Bernard which was taken of the staircase bannister is 1800 parts per million, sample # 3L at 352 M Bernard which was taken of the staircase bannister is 1520 parts per million, sample 4L at 294 I Samuel which was taken of the upper hall cabinet is 4420 parts per million, sample 4L at 288 J Samuel which was taken of the staircase bannister is 1010 parts per million, sample 5L at 352 I Bernard which was taken of the staircase bannister is 920 parts per million, sample 2L at 288 H Samuel which was taken of the staircase bannister is 672 parts per million and sample 3L at 288 J Samuel which was taken of the northwest window sill and is cream and green in color is 976 parts per million.

Note: All staircase bannisters at the sites of Bernard and Samuel are subject to Title 8 CCR 1532.1 standards. All upper cabinets that are the same as the property at 294 I Samuel shall be considered homogeneous by definition and subject to Title 8 CCR 1532.1. All window sills which are the same as the property at 288 J Samuel shall be considered homogeneous by definition and subject to Title 8 CCR 1532.1

Laurie Warren

Lead samples were taken by Laurie Warren - Certified Lead Inspector/Assessor ID# 24602 EXP. 06/27/2017



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213175

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Counties
Number: Richland Housing

Matrix Paint
Received 05/11/17
Analyzed 05/13/17
Reported 05/15/17

PO Number: 294-I Samuel Yuba City, CA

Sample ID	Cust. Sample ID	Location	Sample Date	Weight			
				Total µg	% / Wt.	Conc.	RL*
213175-001	1L	North Bedroom Door Brown	04/22/17	321 mg			
Lead		EPA 7000B / 3050B		<10.0 µg	<0.00312 %	<31.2 mg/kg	31.2 mg/kg
213175-002	2L	Staircase Banister Brown	04/22/17	335 mg			
Lead		EPA 7000B / 3050B		<10.0 µg	<0.00299 %	<29.9 mg/kg	29.9 mg/kg
213175-003	3L	Main Living Area Cream	04/22/17	316 mg			
Lead		EPA 7000B / 3050B		<10.0 µg	<0.00317 %	<31.7 mg/kg	31.6 mg/kg
213175-004	4L	Upper Hall Cabinet Brown	04/22/17	313 mg			
Lead		EPA 7000B / 3050B		1380 µg	0.442 %	4420 mg/kg	160 mg/kg
213175-005	5L	Upper Hallway Cream	04/22/17	302 mg			
Lead		EPA 7000B / 3050B		<10.0 µg	<0.00332 %	<33.2 mg/kg	33.1 mg/kg
213175-006	6L	Front Door Trim Cream	04/22/17	349 mg			
Lead		EPA 7000B / 3050B		<10.0 µg	<0.00287 %	<28.7 mg/kg	28.7 mg/kg

Analyst: HI
213175-05/15/17 11:04 AM

Abisola O Kasali

Reviewed By: **Abisola Kasali**
Metals Supervisor

Federal Lead Paint Statute

Location	Clearance	Unit
Lead in paint by weight	< 0.50	%
Lead in paint as PPM	< 5000	mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabin.com e-mail: info@slabin.com

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U.S. Mail

5/11/2017 11:43:00 AM

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-518-0934
P.O. Box 505	Acct # 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: <i>Regional Housing Authority of</i>	Special Instructions [include requests for special reporting or data packages]	
Project Location: <i>Sutter and Nevada Counties</i>		
Project Number: <i>Richland Housing</i>		
PO Number: <i>294-I Samuel Yuba City, CA</i>		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <small>* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.</small>	<small>All samples on form should be of SAME matrix type. Use additional forms as needed.</small> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	4-22-17		North bedroom door Brown							
2L	" "		Staircase banister Brown							
3L	" "		main Living Area cream							
4L	" "		upper Hall cabinet Brown							
5L	" "		upper Hallway cream							
6L	4-22-17		Front door trim cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME <u>4-22-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME _____	Sample Disposal <small>If samples over req. weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CI <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> O <input type="checkbox"/> X <input type="checkbox"/> Receive a physical copy of report.		

* Temperature taken with IR Gun A. **Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213176

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Counties
Number: Richland Housing

Matrix: Paint
Received: 05/11/17
Analyzed: 05/13/17
Reported: 05/15/17

PO Number: 368-F Bernard Yuba City, CA

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample details for Lead in various locations like Main Living Area Cream, NW Bedroom Cream, etc.

Analyst: HI
213176-05/15/17 11:04 AM

Abisola O Kasali

Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with 3 columns: Location, Clearance, Unit. Rows: Lead in paint by weight (< 0.50 %), Lead in paint as PPM (< 5000 mg/kg)

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

213176

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5/11/2017 11:43:00 AM

U.S. Mail

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 830-518-0934
P.O. Box 503	Acct # 4038	Fax / Email astinc17@yahoo.com
Banger, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: Regional Housing Authority of	Special Instructions [include requests for special reporting or data packages]	
Project Location: Sutter and Nevada Counties		
Project Number: Richland Housing		
PO Number: 368-F Bernard Yuba City, CA		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <small>*not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.</small>	<small>All samples on form should be of SAME matrix type. Use additional forms as needed.</small> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> HI-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> HI-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam

Sample #	Date Sampled*	Time Sampled**	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	5-4-17		main living Area cream							
2L	" "		N. W. Bedroom cream							
3L	" "		Upper Hallway cream							
4L	" "		Stair case banister Brown							
5L	" "		INT. Front door cream							
6L	5-4-17		Ext. Front door cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <u>Laurie Warren</u> DATE/TIME <u>5-4-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <u>Laurie Warren</u> DATE/TIME _____	Sample Disposal <small>If samples over red, weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
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Sample return requested Ambient temp Ice CI R S X Receive a physical copy of report.

* Temperature taken with IR Gun A. ** Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213177

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Counties
Number: Richland Housing

Matrix: Paint
Received: 05/11/17
Analyzed: 05/13/17
Reported: 05/15/17

PO Number: 368-C Bernard Yuba City, CA

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample details for Lead in various locations like Staircase Banister, Main Living Area, etc.

Analyst: HI
213177-05/15/17 11:05 AM

Abisola O Kasali
Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with 3 columns: Location, Clearance, Unit. Rows: Lead in paint by weight (< 0.50 %), Lead in paint as PPM (< 5000 mg/kg)

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabin.com e-mail: info@slabin.com

213177

S 7



V:2131213177

fghraizi 5/11/2017 11:43:00 AM
U.S. Mail

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-518-0934
P.O. Box 505	Acct# 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: Regional Housing Authority of	Special Instructions [include requests for special reporting or data packages]	
Project Location: Sutter and Nevada Counties		
Project Number: Richland Housing		
PO Number: 368-C Bernard Yuba City CA		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <small>* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.</small>	<small>All samples on form should be of SAME matrix type. Use additional forms as needed.</small> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7802) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	5-4-17		Staircase banister Brown							
2L	" "		Main Living Area Cream							
3L	" "		Downstairs Hall Cream							
4L	" "		Laundry Area Cream							
5L	" "		East bedroom Cream							
6L	" "		Entry INT. Door Brown							
7L	5-4-17		Front door & trim Cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME <u>5-4-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME _____	Sample Disposal <small>If samples over red, weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
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Sample return requested Ambient temp Ice CI R S X Receive a physical copy of report.

* Temperature taken with IR Gun A. **Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213178

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Counties
Number: Richland Housing

Matrix: Paint
Received: 05/11/17
Analyzed: 05/12/17
Reported: 05/15/17

PO Number: 368-P Bernard Yuba City, CA

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample details for 213178-001 through 213178-005, listing parameters like Lead and methods like EPA 7000B / 3050B.

Analyst: ESB
213178-05/15/17 09:17 AM

Abisola O Kasali
Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with 3 columns: Location, Clearance, Unit. Rows show Lead in paint by weight (< 0.50 %) and Lead in paint as PPM (< 5000 mg/kg).

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabinc.com e-mail: info@slabinc.com

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5/11/2017 11:43:00 AM

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-516-0934
P.O. Box 505	Acct # 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: <i>Regional Housing Authority of</i>	Special Instructions [Include requests for special reporting or data packages]	
Project Location: <i>Sutter and Nevada Counties</i>		
Project Number: <i>Richland Housing</i>		
PO Number: <i>368-P Bernard Yuba City, CA</i>		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* * not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.	All samples on form should be of SAME matrix type. Use additional forms as needed. <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> HI-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> HI-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composites <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	4-21-17		Laundry Area Cream							
2L	" "		Kitchen Cream							
3L	" "		Staircase Banister Brown							
4L	" "		main living Area door Brown							
5L	4-21-17		Front door Cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters (time in min * flow in L/min)

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME <u>4-21-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME _____	Sample Disposal If samples over 100g weight (Refer to Fee Schedule) <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CI <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> X <input type="checkbox"/> Receive a physical copy of report.		

* Temperature taken with IR Gun A. **Required.

Chain-of-Custody documentation continued informally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213179

Matrix Paint
Received 05/11/17
Analyzed 05/13/17
Reported 05/15/17

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Countries
Number: Richard Housing

PO Number: 352-M Bernard Yuba City, CA

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample details for 213179-001 through 213179-005, listing lead concentrations and reporting limits.

Analyst: HI
213179-05/15/17 11:06 AM

Abisola O Kasali
Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with 3 columns: Location, Clearance, Unit. Rows show lead in paint by weight (< 0.50 %) and lead in paint as PPM (< 5000 mg/kg).

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabin.com e-mail: info@slabin.com

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5/11/2017 11:43:00 AM

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone
P.O. Box 505	Acct # 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: <i>Regional Housing Authority of</i>	Special Instructions [include requests for special reporting or data packages]	
Project Location: <i>Sutter and Nevada Counties</i>		
Project Number: <i>Richland Housing</i>		
PO Number: <i>352-m Bernard Yuba City CA</i>		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <small>* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.</small>	<small>All samples on form should be of SAME matrix type. Use additional forms as needed.</small> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> HI-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> HI-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	4-21-17		Upper Hall way cream							
2L	" "		main Living Area cream							
3L	" "		Staircase banister Brown							
4L	" "		Front door trim cream							
5L	4-21-17		Front Door cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters (time in min * flow in L/min)

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME <u>4-21-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME _____	Sample Disposal <small>If samples over 100 weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee)
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CI <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> X <input type="checkbox"/> Receive a physical copy of report.		Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____

* Temperature taken with IR Gun A. ** Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213180

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Counties
Number: Richland Housing

Matrix: Paint
Received: 05/11/17
Analyzed: 05/13/17
Reported: 05/15/17

PO Number: 368-L Bernard Yuba City, CA

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample details for 213180-001 through 213180-006, listing lead concentrations and reporting limits.

Analyst: HI
213180-05/15/17 11:07 AM

Abisola O Kasali

Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with 3 columns: Location, Clearance, Unit. Rows specify lead in paint by weight (< 0.50 %) and lead in paint as PPM (< 5000 mg/kg).

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

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5/11/2017 11:30 AM

U.S. Mail

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-518-0934
P.O. Box 505	Acct # 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: Regional Housing Authority of	Special Instructions [Include requests for special reporting or data packages]	
Project Location: Sutter and Nevada Counties		
Project Number: Richland Housing		
PO Number: 368-L Bernard Yuba City CA		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <small>* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.</small>	<small>All samples on form should be of SAME matrix type. Use additional forms as needed.</small> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	5-4-17		East Bedroom Window cream	Sill						
2L	" "		East Bedroom cream							
3L	" "		East bedroom door Brown							
4L	" "		main Living Area cream							
5L	" "		Staircase banister Brown							
6L	5-4-17		Front door cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME <u>5-4-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME _____	Sample Disposal <small>If samples over red weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WE: _____
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* Temperature taken with IR Gun A. ** Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213181

Matrix Paint
Received 05/11/17
Analyzed 05/12/17
Reported 05/15/17

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Counties
Number: Richland Housing

PO Number: 352-C Bernard Yuba City, CA

Sample ID	Cust. Sample ID	Location	Sample Date	Weight					
				Parameter	Method	Total µg	% / Wt.	Conc.	RL*
213181-001	1L	Main Living Area Cream	04/21/17	Lead	EPA 7000B / 3050B	332 mg <10.0 µg	<0.00302 %	<30.2 mg/kg	30.1 mg/kg
213181-002	2L	West Bedroom Door Brown	04/21/17	Lead	EPA 7000B / 3050B	230 mg <10.0 µg	<0.00435 %	<43.5 mg/kg	43.5 mg/kg
213181-003	3L	West Bedroom Cream	04/21/17	Lead	EPA 7000B / 3050B	334 mg <10.0 µg	<0.00300 %	<30.0 mg/kg	29.9 mg/kg
213181-004	4L	Staircase Banister Brown	04/21/17	Lead	EPA 7000B / 3050B	301 mg 54.1 µg	0.0180 %	180 mg/kg	33.2 mg/kg

Analyst: ESB
213181-05/15/17 09:18 AM

Abisola O Kasali

Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Location	Clearance	Unit
Lead in paint by weight	< 0.50	%
Lead in paint as PPM	< 5000	mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabinc.com e-mail: info@slabinc.com

213181



S 4

V:2131213181

fghraizi
U.S. Mail

5/11/2017 11:4 3:00 AM

Submitting Co.	Asbestos Science Technologies, Inc.	Lab WC#		Phone	530-518-0934
	P.O. Box 505	Acct #	4038	Fax / Email	astinc17@yahoo.com
	Bangor, Ca 95914	**State of Collection		**Cert. Required	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name:	<i>Regional Housing Authority of Sutter and Nevada Counties</i>		Special Instructions [include requests for special reporting or data packages]		
Project Location:					
Project Number:	<i>Richland Housing</i>				
PO Number:	<i>352-C Bernard Yuba City, CA</i>				

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days*	All samples on form should be of SAME matrix type. Use additional forms as needed. <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam
* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.		FOR ASBESTOS AIR: TYPE OF RESPIRATOR _____ USED: _____		

Sample #	Date Sampled*	Time Sampled**	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	4-21-17		Main Living Area cream							
2L	" "		West bedroom door Brown							
3L	" "		West bedroom cream							
4L	4-21-17		Staircase banister Brown							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period; ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME <u>4-21-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME _____	Sample Disposal <small>If samples over red. weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CI <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> X <input type="checkbox"/> Receive a physical copy of report.		

* Temperature taken with IR Gun A. **Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213157

Attn:
Project: Regional Housing Authority Of
Location: Sutter And Nevada Counties
Number: Richland Housing

Matrix Paint
Received 05/11/17
Analyzed 05/13/17
Reported 05/15/17

PO Number: 288-H Samuel Yuba City, CA

Sample ID	Cust. Sample ID	Location	Sample Date	Weight						
				Parameter	Method	Total µg	% / Wt.	Conc.	RL*	
213157-001	1L	Upstair Hallway	05/04/17	Lead	EPA 7000B / 3050B	363 mg	<10.0 µg	<0.00276 %	<27.6 mg/kg	27.5 mg/kg
213157-002	2L	Staircase Banister	05/04/17	Lead	EPA 7000B / 3050B	136 mg	91.4 µg	0.0672 %	672 mg/kg	73.5 mg/kg
<i>Sample weight below method guidelines.</i>										
213157-003	3L	Int Door Main Area	05/04/17	Lead	EPA 7000B / 3050B	306 mg	<10.0 µg	<0.00327 %	<32.7 mg/kg	32.7 mg/kg
213157-004	4L	Main Living Area	05/04/17	Lead	EPA 7000B / 3050B	302 mg	<10.0 µg	<0.00332 %	<33.2 mg/kg	33.1 mg/kg

Analyst: HI
213157-05/15/17 10:56 AM

Abisola O Kasali

Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Location	Clearance	Unit
Lead in paint by weight	< 0.50	%
Lead in paint as PPM	< 5000	mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabin.com e-mail: info@slabin.com

213157

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V:2131213157

fghraizi

5/11/2017 11:43:00 AM

U.S. Mail

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-518-0934
P.O. Box 505	Acct # 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: <i>Regional Housing Authority of</i>	Special Instructions [include requests for special reporting or data packages]	
Project Location: <i>Sutter and Nevada Counties</i>		
Project Number: <i>Richland Housing</i>		
PO Number: <i>288-H Samuel Yuba City CA</i>		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days*	<i>All samples on form should be of SAME matrix type. Use additional forms as needed.</i> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> HI-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> HI-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam
* not available for all tests		FOR ASBESTOS AIR:		
Schedule rush organics, multi-metals & weekend tests in advance		TYPE OF RESPIRATOR USED:		

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	5-4-17		Upstair Hallway cream							
2L	11 "		STAIRcase banister Brown							
3L	11 "		INT. DOOR MAIN AREA Brown							
4L	11 "		main Living Area cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements.

Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <u><i>Laurie Warren</i></u> DATE/TIME <u>5-4-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <u><i>Laurie Warren</i></u> DATE/TIME _____	Sample Disposal If samples over red. weight (Refer to Fee Schedule) <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
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Sample return requested Ambient temp Ice CI R S X Receive a physical copy of report.

* Temperature taken with IR Gun A. ** Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213166

Matrix Paint
Received 05/11/17
Analyzed 05/13/17
Reported 05/15/17

Attn:
Project: Regional Housing Authority Of
Location: Sutter And Nevada Counties
Number: Richland Housing

PO Number: Ext-288 Samuel & 352 Bernar

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Contains 4 rows of lead test results for different buildings.

Analyst: HI
213166-05/15/17 10:58 AM

Abisola O Kasali

Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with 3 columns: Location, Clearance, Unit. Lists lead in paint by weight and as PPM.

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabin.com e-mail: info@slabin.com

213166

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V:2131213166

fghraizi

5/11/2017 11:43:00 AM

U.S. Mail

Submitting Co. Asbestos Science Technologies, Inc. Lab WO# Phone
Acct # 4038 Fax / Email astinc17@yahoo.com
Project Name: Regional Housing Authority of
Project Location: Sutter and Nevada Counties
Project Number: Richland Housing
PO Number: Exterior - 288 Samuel St 352 Bernard Yuba City, CA

Turn Around Time Matrix / Sample Type (Select ONE) Tests / Analytes (Select ALL that Apply)
Asbestos in Air Asbestos in Bulk Metals-Total
PCM (NIOSH 7400) PLM
TEM (AHERA) PLM (Point Count)
TEM (EPA Level II) PLM (Qualitative only)
Miscellaneous Tests NYELAP
Total Dust (NIOSH 0500) CAELAP (Point Count)
Resp. Dust (NIOSH 0600) TEM (Chatfield)
Silica - FTIR (NIOSH 7602)
Silica - XRD (NIOSH 7500)
FOR ASBESTOS AIR:
TYPE OF RESPIRATOR
USED:

Table with columns: Sample #, Date Sampled, Time Sampled, Sample Identification, Wiped Area (ft²), pH / Temp, Time², Flow Rate², Total⁴ Air. Contains 4 rows of sample data.

Type: A=Area B=Blank P=Personal E=Excursion *Beginning/End of Sample Period Pump Calibration in Liters/Minute Volume in Liters (time in min * flow in L/min)

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by Laurie Warren Relinquished to lab by Laurie Warren
Sample Disposal: Return to Sender, Disposal by lab
Shipping Methods: FX, HD, UPS, DB, USM
Sample return requested Ambient temp Ice CI RSDX Receive a physical copy of report.

* Temperature taken with IR Gun A. **Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213167

Matrix: Paint
Received: 05/11/17
Analyzed: 05/13/17
Reported: 05/15/17

Attn:
Project: Regional Housing Authority Of
Location: Sutter And Nevada Counties
Number: Richland Housing

PO Number: 288-D Samuel Yuba City, CA

Table with columns: Sample ID, Cust. Sample ID, Location, Sample Date, Weight, Parameter, Method, Total µg, % / Wt., Conc., RL*. Contains 6 rows of lead analysis data.

Analyst: HI
213167-05/15/17 11:00 AM

Abisola O Kasali

Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with columns: Location, Clearance, Unit. Rows: Lead in paint by weight (< 0.50 %), Lead in paint as PPM (< 5000 mg/kg)

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

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 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabinc.com e-mail: info@slabinc.com

213167



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V:2131213167

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 5/11/2017 11:43:00 AM

Submitting Co.	Asbestos Science Technologies, Inc.	Lab WO#		Phone	530-518-0934
	P.O. Box 505	Acct #	4038	Fax / Email	astinc17@yahoo.com
	Bangor, Ca 95914	**State of Collection		**Cert. Required	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name:	<i>Regional Housing Authority of Sutter and Nevada Counties</i>		Special Instructions [Include requests for special reporting or data packages]		
Project Location:	<i>Sutter and Nevada Counties</i>				
Project Number:	<i>Richland Housing</i>				
PO Number:	<i>288-D Samuel Yuba City, CA</i>				

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days*	<i>All samples on form should be of SAME matrix type. Use additional forms as needed.</i> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) Other <input type="checkbox"/>	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam
* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.		FOR ASBESTOS AIR: TYPE OF RESPIRATOR USED:		

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	5-4-17		Front door & TRIM Green & cream							
2L	"	"	STAIRcase banister Brown							
3L	"	"	Upper Hall wall cream							
4L	"	"	Laundry Area cream							
5L	"	"	Bathroom door Brown							
6L	5-4-17		main Living Area cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements.
 Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME <u>5-4-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME _____	Sample Disposal <small>(if samples over req. weight Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee)
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CRISOX <input type="checkbox"/> Receive a physical copy of report.		Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____

* Temperature taken with IR Gun A. **Required.

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213168

Attn:
Project: Regional Housing Authority of
Location: Sutter and Nevada Counties
Number: Richland Housing

Matrix Paint
Received 05/11/17
Analyzed 05/12/17
Reported 05/15/17

PO Number: 288-J Samuel Yuba City CA

Table with columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include samples 213168-001 through 213168-006 with details on location (e.g., Main Living Area Cream, NW Bedroom Cream) and lead concentration results.

Sample weight below method guidelines.

Analyst: ESB
213168-05/15/17 09:16 AM

Abisola O Kasali

Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with columns: Location, Clearance, Unit. Rows: Lead in paint by weight < 0.50 %, Lead in paint as PPM < 5000 mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabinc.com e-mail: info@slabinc.com

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 V: 2131213168
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 U.S. Mail 5/11/2017 11:43:00 AM

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-518-0934
P.O. Box 505	Acct# 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: <i>Regional Housing Authority of</i>	Special Instructions [include requests for special reporting or data packages]	
Project Location: <i>Sutter and Nevada Counties</i>		
Project Number: <i>Richland Housing</i>		
PO Number: <i>288-J Samuel Yuba City, CA</i>		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days*	<i>All samples on form should be of SAME matrix type. Use additional forms as needed.</i> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam
* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.		FOR ASBESTOS AIR: TYPE OF RESPIRATOR _____ USED: _____		

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	5-4-17		main Living Area Cream							
2L	"		N.W. Bedroom Cream							
3L	"		N.W. Bedroom Window Sill Cream - Green							
4L	"		STAIRCASE Banister Brown							
5L	"		Bathroom door Brown							
6L	5-4-17		INT. Front door & trim Cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to provide a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME <u>5-4-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME _____	Sample Disposal <small>If samples over red, weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (500 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> Cl <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> X <input type="checkbox"/> Receive a physical copy of report.		

* Temperature taken with IR Gun A. ** Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213169

Attn:
Project: Regional Housing Authority of
Location: Sutter and Nevada Counties
Number: Richland Housing

Matrix Paint
Received 05/11/17
Analyzed 05/13/17
Reported 05/15/17

PO Number: 288-N Samuel Yuba City CA

Sample ID	Cust. Sample ID	Location	Sample Date	Weight						
				Parameter	Method	Total µg	% / Wt.	Conc.	RL*	
213169-001	1L	Upper Hallway Cream	04/21/17	Lead	EPA 7000B / 3050B	312 mg	<10.0 µg	<0.00321 %	<32.1 mg/kg	32.1 mg/kg
213169-002	2L	Main Floor Int Door Brown	04/21/17	Lead	EPA 7000B / 3050B	240 mg	<10.0 µg	<0.00417 %	<41.7 mg/kg	41.7 mg/kg
213169-003	3L	Staircase Banister Brown	04/21/17	Lead	EPA 7000B / 3050B	344 mg	<10.0 µg	<0.00291 %	<29.1 mg/kg	29.1 mg/kg
213169-004	4L	Main Living Area Cream	04/21/17	Lead	EPA 7000B / 3050B	327 mg	<10.0 µg	<0.00306 %	<30.6 mg/kg	30.6 mg/kg
213169-005	5L	North Bedroom Cream	04/21/17	Lead	EPA 7000B / 3050B	339 mg	<10.0 µg	<0.00295 %	<29.5 mg/kg	29.5 mg/kg

Analyst: HI
213169-05/15/17 11:02 AM

Abisola O Kasali

Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Location	Clearance	Unit
Lead in paint by weight	< 0.50	%
Lead in paint as PPM	< 5000	mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabin.com e-mail: info@slabin.com

213169



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U.S. Mail

5/11/2017 11:43:00 AM

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-518-0934
P.O. Box 505	Acct # 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: <i>Regional Housing Authority of</i>	Special Instructions [include requests for special reporting or data packages]	
Project Location: <i>Sutter and Nevada Counties</i>		
Project Number: <i>Richland Housing</i>		
PO Number: <i>288th N. Samuel Yuba City CA</i>		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <small>* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.</small>	<small>All samples on form should be of SAME matrix type. Use additional forms as needed.</small> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> HI-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> HI-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) Other <input type="checkbox"/>	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield) <input type="checkbox"/>	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam <input type="checkbox"/>

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	4-21-17		Upper Hallway cream							
2L	"	"	Main Floor INT. DOOR Brown							
3L	"	"	Staircase Banister Brown							
4L	"	"	Main Living Area cream							
5L	"	"	NORTH Bedroom cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME <u>4-21-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME _____	Sample Disposal <small>If sample over red, weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
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* Temperature taken with IR Gun A. ** Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213170

Matrix Paint
Received 05/11/17
Analyzed 05/13/17
Reported 05/15/17

Attn:
Project: Regional Housing Authority of
Location: Sutter and Nevada Counties
Number: Richland Housing

PO Number: 352-I Bernard Yuba City CA

Sample ID	Cust. Sample ID	Location	Sample Date	Weight						
				Parameter	Method	Total µg	% / Wt.	Conc.	RL*	
213170-001	1L	South Bedroom Door Brown	04/22/17	Lead	EPA 7000B / 3050B	344 mg	<10.0 µg	<0.00291 %	<29.1 mg/kg	29.1 mg/kg
213170-002	2L	Bathroom Ceiling Cream	04/22/17	Lead	EPA 7000B / 3050B	312 mg	<10.0 µg	<0.00321 %	<32.1 mg/kg	32.1 mg/kg
213170-003	3L	South Bedroom Cream	04/22/17	Lead	EPA 7000B / 3050B	342 mg	<10.0 µg	<0.00293 %	<29.3 mg/kg	29.2 mg/kg
213170-004	4L	South Bedroom WS Cream	04/22/17	Lead	EPA 7000B / 3050B	317 mg	<10.0 µg	<0.00316 %	<31.6 mg/kg	31.5 mg/kg
213170-005	5L	Staircase Banister Brown	04/22/17	Lead	EPA 7000B / 3050B	329 mg	303 µg	0.0920 %	920 mg/kg	30.4 mg/kg
213170-006	6L	Main Living Area Cream	04/22/17	Lead	EPA 7000B / 3050B	304 mg	<10.0 µg	<0.00329 %	<32.9 mg/kg	32.9 mg/kg
213170-007	7L	Front Door & Trim Cream	04/22/17	Lead	EPA 7000B / 3050B	327 mg	<10.0 µg	<0.00306 %	<30.6 mg/kg	30.6 mg/kg

Analyst: HI
213170-05/15/17 11:01 AM

Abisola O Kasali

Reviewed By: **Abisola Kasali**
Metals Supervisor

Federal Lead Paint Statute

Location	Clearance	Unit
Lead in paint by weight	< 0.50	%
Lead in paint as PPM	< 5000	mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
 804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
 www.slabinco.com e-mail: info@slabinco.com

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5/11/2017 11:43:00 AM

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone	530-518-0934	
P.O. Box 505	Acct # 4038	Fax / Email	astinc17@yahoo.com	
Bangor, Ca 95914	**State of Collection	**Cert Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Name: <i>Regional Housing Authority of</i>	Special Instructions [include requests for special reporting or data packages]			
Project Location: <i>Sutter and Nevada Counties</i>				
Project Number: <i>Richland Housing</i>				
PO Number: <i>352-I Bernard Yuba City, CA</i>				

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* * not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.	All samples on form should be of SAME matrix type. Use additional forms as needed. <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air	Asbestos in Bulk	Metals-Total
		<input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	<input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	<input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam
		FOR ASBESTOS AIR: TYPE OF RESPIRATOR USED:		

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	4-22-17		South Bedroom door Brown							
2L	" "		Bathroom Ceiling cream							
3L	" "		South bedroom cream							
4L	" "		South Bedroom Window Sill - cream							
5L	" "		Staircase banister Brown							
6L	" "		main Living Area cream							
7L	4-22-17		Front door trim cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME <u>4-22-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <i>Laurie Warren</i> DATE/TIME _____	Sample Disposal <small>If samples over red. weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
<input checked="" type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CI <input type="checkbox"/> R <input type="checkbox"/> S <input checked="" type="checkbox"/> X <input type="checkbox"/> Receive a physical copy of report.		

* Temperature taken with IR Gun A. **Required.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213171

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Counties
Number: Richland Housing

Matrix: Paint
Received: 05/11/17
Analyzed: 05/13/17
Reported: 05/15/17

PO Number: 352-E Bernard Yuba City, CA

Table with columns: Sample ID, Cust. Sample ID, Location, Sample Date, Weight, Parameter, Method, Total µg, % / Wt., Conc., RL*. Contains 6 rows of lead paint analysis data.

Sample weight below method guidelines.

Analyst: HI
213171-05/15/17 11:03 AM

Abisola O Kasali
Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with columns: Location, Clearance, Unit. Rows: Lead in paint by weight < 0.50 %, Lead in paint as PPM < 5000 mg/kg

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

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5/11/2017 11:43:00 AM

U.S. Mail

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-518-0934
P.O. Box 505	Acct # 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cart. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: <i>Regional Housing Authority of</i>	Special Instructions [include requests for special reporting or data packages]	
Project Location: <i>Sutter and Nevada Counties</i>		
Project Number: <i>Richland Housing</i>		
PO Number: <i>352-E Bernard Yuba City CA</i>		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <small>* not available for all tests</small> <small>Schedule rush organics, multi-metals & weekend tests in advance.</small>	<small>All samples on form should be of SAME matrix type. Use additional forms as needed.</small> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0600) <input type="checkbox"/> Silica - FTIR (NIOSH 7802) <input type="checkbox"/> Silica - XRD (NIOSH 7500) Other <input type="checkbox"/>	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	4-22-17		Main Living Area cream							
2L	4-22-17		North bedroom cream							
3L	4-22-17		North Bedroom door Brown							
4L	4-22-17		Staircase banister Brown							
5L	4-22-17		Upper Hall way cream							
6L	4-22-17		Front door trim cream							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME <u>4-22-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME _____	Sample Disposal <small>If samples over 100g weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CI <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> O <input type="checkbox"/> X <input type="checkbox"/> Receive a physical copy of report.		

* Temperature taken with IR Gun A. ** Required. Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos Science Technologies, Inc (4038)
Address: 64 Rocky Pt Rd.
Oroville, CA 95968

Order #: 213172

Attn:
Project: Regional Housing Authority Of
Location: Sutter & Nevada Counties
Number: Richland Housing

Matrix: Paint
Received: 05/11/17
Analyzed: 05/13/17
Reported: 05/15/17

PO Number: 294-E Samuel Yuba City, CA

Table with columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Rows include sample IDs 213172-001 through 213172-007 with corresponding lead levels and RL values.

Analyst: HI
213172-05/15/17 11:03 AM

Abisola O Kasali
Reviewed By: Abisola Kasali
Metals Supervisor

Federal Lead Paint Statute

Table with columns: Location, Clearance, Unit. Rows: Lead in paint by weight (< 0.50 %), Lead in paint as PPM (< 5000 mg/kg)

Minimum reporting limit: 10.0 µg. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabin.com e-mail: info@slabin.com

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5/11/2017 11:3:00 AM

U.S. Mail

Submitting Co. Asbestos Science Technologies, Inc.	Lab WO#	Phone 530-518-0934
P.O. Box 505	Acct # 4038	Fax / Email astinc17@yahoo.com
Bangor, Ca 95914	**State of Collection	**Cert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: Regional Housing Authority of	Special Instructions [Include requests for special reporting or data packages]	
Project Location: Sutter and Nevada Counties		
Project Number: Richland Housing		
PO Number: 294-E Samuel Yuba City CA		

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <small>* not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.</small>	<small>All samples on form should be of SAME matrix type. Use additional forms as needed.</small> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input checked="" type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos in Air <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH 0800) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Other	Asbestos in Bulk <input type="checkbox"/> PLM <input type="checkbox"/> PLM (Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP <input type="checkbox"/> CAELAP (Point Count) <input type="checkbox"/> TEM (Chatfield)	Metals-Total <input checked="" type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals TCLP <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) 10 day Microbiology <input type="checkbox"/> BACT (MPN & P/A) <input type="checkbox"/> Mold Direct Exam

Sample #	Date Sampled*	Time Sampled*	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ²		Flow Rate ³		Total ⁴ Air
						Start	Stop	Start	Stop	
1L	5-4-17		STAIRCASE banister Brown							
2L	" "		Main Living Area cream							
3L	" "		Upper Hall wall cream							
4L	" "		East bedroom cream							
5L	" "		East bedroom door Brown							
6L	" "		Front Ext. door cream							
7L	5-4-17		INT. Front door cream & Green							

¹Type: A=Area B=Blank P=Personal E=Excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

All soil and aqueous samples must be sent in adequate quantity for duplicate analysis to be performed per EPA requirements. Failure to perform a sample duplicate analysis, due to a lack of sample quantity, will lead to a disclaimer on the report.

Sampled by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME <u>5-4-17</u>	Relinquished to lab by NAME <u>Laurie Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME _____	Sample Disposal <small>If samples over red. weight (Refer to Fee Schedule)</small> <input type="checkbox"/> Return to Sender (Shipping fees) <input type="checkbox"/> Disposal by lab (\$50 fee) Shipping Methods <input type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> DB WB: _____
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CI <input type="checkbox"/> RUSOX <input type="checkbox"/> Receive a physical copy of report.		

* Temperature taken with iR Gun A. **Required.

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.

SUMMARY OF WORK

PART 1 - GENERAL

CONDITIONS AND REQUIREMENTS

Division 1 - General Requirements govern work under all Divisions of Specifications.

PROJECT DESCRIPTION - Provide all labor, materials, fabrication, equipment, appliances, appurtenances, transportation and services required necessary for and incidental to the completion of work indicated by the Contract Documents entitled:

Richland Housing Development I – Building Types A, B and C Samuel and Bernard (14 Buildings Total) Rehabilitation & Improvements

CONTRACTS: Single Contract: All work under this Contract will be executed under one prime contract between Owner and General Contractor.

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

CONTRACTOR'S USE OF PREMISES: The Contractor shall use his best efforts to avoid disrupting the adjacent tenants. Contractor shall limit his use of the premises for Work and for storage, to allow for Owner occupancy. Coordinate use of premises under direction of the Owner. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

END OF SECTION

PROJECT COORDINATION

The requirements of the General Conditions, apply to the work of this section

PART 1 - GENERAL

Contractor shall: Coordinate work of his own employees and subcontractors, expedite his work to assure compliance with schedule.

CONSTRUCTION ORGANIZATION AND START-UP

Contractor shall establish on-site lines of authority and communications regarding the following:.

Schedule and conduct preconstruction meeting and progress meetings
Establish procedures for project communications.

- Use "Request For Information" (RFI) form for all correspondence with Architect; use form at end of section.
- Submittals.
- Recommendations.
- Coordination drawings.
- Schedules.
- Resolution of conflicts.

Interpret Contract Documents.

- Consult with architect to obtain interpretation.
- Assist in resolution of questions or conflicts which may arise.
- Transmit written interpretations.

Obtain permits and approvals.

- Building permits and special permits required for Work or for temporary facilities.
- Obtain inspections for Work and for temporary facilities.

Control the use of Site:

- Supervise field engineering and site layout.
- Allocate field office and storage space, and work and storage areas.
- Establish access, traffic and parking allocations and regulations.
- Monitor use of site during construction.

CONTRACTOR'S DUTIES

General Contractor responsible for verification of Field Conditions as follows:

- Verify actual field conditions as related to drawing dimensions.
- Report discrepancies which will prevent proper performance of work, to the architect, in writing.

General Contractor responsible for Construction Schedules as specified in Spec. Section 01300.

General Contractor responsible for processing Shop Drawings, Product Data and Samples as specified in Spec. Section 01300.

General Contractor responsible for preparing Coordination Drawings as required to resolve conflicts and to assure coordination of the work.

- Submit to Architect.
- Reproduce and distribute copies to concerned parties after Architect review.

General Contractor responsible for Inspection and Testing:

- Inspect work to assure performance in accord with requirements of Contract Documents.
- Administer special testing and inspections of suspect Work.
- Reject Work which does not comply with requirements of Contract Documents.
- Coordinate Testing Laboratory Services:
- Verify that required laboratory personnel are present.
- Verify that tests are made in accordance with specified standards.
- Review test reports for compliance with specified criteria.
- Recommend and administer any required retesting.

General Contractor responsible for monitoring the use of temporary utilities as follows:

- Verify that adequate services are provided and maintained.
- Coordinate use of Owner's facilities.

General Contractor responsible for monitoring periodic cleaning as follows:

- Enforce compliance with specifications.
- Resolve any conflicts.

General Contractor responsible for arrangement for delivery and storage of Owner-furnished products.

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- Inspect for condition at delivery.

Changes and Substitutions - General Contractor responsible for the following:

- Recommend necessary or desirable changes to Owner and to Architect.
- Review requests for changes and substitutions; submit recommendations to Owner and to the Architect.
- Assist Architect in negotiating Change Orders.

General Contractor to provide cost control for Project:

Maintain cost accounting records for authorized work performed under:

- Unit costs
- Actual costs for labor and materials.
- Other basis requiring accounting records.

Implement procedures for review and processing of applications for progress payments and for final payments.

Review each application for payment, submit recommendations to Architect.

General Contractor responsible for maintaining Reports and Records at Job Site, available to Architect and Owner.

- Daily log of progress of Work.
- Records:
- Contracts.
- Purchase orders.
- Materials and equipment records.
- Applicable handbooks, codes and standards.

Obtain information and maintain file of record documents.

Assemble documentation for handling of claims and disputes.

CONTRACTOR CLOSE-OUT DUTIES

General Contractor responsible for Mechanical and Electrical equipment start-up as specified in Spec. Section 01600.

General Contractor responsible for conducting an inspection at completion of Work to assure that:

- Specified cleaning has been accomplished.
- Temporary facilities have been removed from site.

At Substantial Completion, General Contractor to comply with all requirements as specified in Spec. Section 01700.

REGULATORY REQUIREMENTS

PART 1 - GENERAL

SUMMARY

Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency at the date of Bid unless the document is shown dated.

REGULATORY REQUIREMENTS

Perform the Work in conformance with the applicable requirements of regulatory agencies including, but not limited to, the following codes:

- California Building Code 2013 Edition
- California Code of Regulations (CCR):
 1. Title 24, Building Standards (including Energy Standards and Handicapped Access regulations).
- California Plumbing Code 2013 Edition
- California Mechanical Code 2013 Edition
- California Electrical Code 2013 Edition
- California Fire Code 2013 Edition
- Local ordinances and amendments to the above codes.
- California Occupational Safety and Health Administration (Cal OSHA).
- Occupational Safety and Health Administration (OSHA): Hazard Communications Standard.
- Uniform Federal Accessibility Standards

CONFLICTS

When conflicts between above referenced Regulatory Requirements occur, General Contractor shall comply with the one establishing the more stringent requirement.

When conflicts between above referenced Regulatory Requirement and Contract Documents occur, General Contractor shall comply with the one establishing the more stringent requirement.

END OF SECTION

APPLICABLE STANDARDS

PART 1 - GENERAL

The requirements of the General Conditions apply to the work of this section.

SCOPE

Reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, provide materials and workmanship which meet or exceed the specifically named code or standard. In the event local laws, ordinances, or codes exceed the requirements of those indicated, the local requirements supersede the specified requirements.

When requested by the Architect, deliver to the Architect all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form acceptable to the Architect and will generally be required to be copies of a certified report of tests conducted by a testing agency accepted by the Architect.

Specific naming of codes or standards occurs on the Drawings and in other Sections of these Specifications. Compliance with all laws, ordinances, and regulations of authorities having jurisdiction is an integral requirement of this Contract whether mentioned or not in the Contract Documents. Proof of compliance shall be signed approval by the respective authorities having jurisdiction. All costs relative thereto shall be borne by the Contractor.

In procuring and installing all items in this Work, verify the detailed requirements of the specifically named codes and standards as well as all requirements mandated by law, ordinance and authority regulation and verify that the items procured and installed in this Work meet or exceed the specified requirements.

The Architect reserves the right to reject items incorporated into the Work which fail to meet the stated minimum requirements. The Architect further reserves the right, and without prejudice to other recourse may accept such items not complying with specified requirements subject to an adjustment in the Contract Amount, as accepted by the Architect.

Standards referenced in the Specifications are usually referred to by the abbreviation of the organization's name and the designation of the document (e.g., ASTM A36). Documents in common use may be referred by its own designation (e.g., the National Electrical Code is published by the National Fire protection Association as NFPA-70 but is usually referred to as NEC and is part of a series of documents or standards referred to as the National Fire Code). Unless otherwise indicated, references are to the latest issue of the publication

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available on the date stipulated for the receipt of bids or the latest code adopted by the authorities having jurisdiction.

STANDARDS ORGANIZATIONS

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW Washington, DC 20001	AWS	American Welding Society 2501 NW 7th Street Miami, FL 3 25
ACI	Assoc., Inc. American Concrete Institute P. O Box 19150 Redford Station Detroit, MI 48219	AWWA	American Water Works 6666 West Quinsy Ave Denver, CO 80235
AISI	Ass'n American Iron and Steel Institute 1000 16th Street, N.W. Washington, C.D. 20036	AWPA	American Wood Preserves 7735 Old Georgetown Road Suite 444 Bethesda, MD 20014
AMCA	Air Movement and Control Bureau Association, Inc. 30 University Heights Arlington Heights, IL 60004	AWPB	American Wood Preserves 2740 So Randolph St Suite 444 Arlington, VA 22206
ANSI	American National Standards Institute Building 1430 Broadway New York, NY 10018	AI	Asphalt Institute College Park, MD 20740
APA	Manufacturers American Petroleum Association 2101 "L" Street, N.W. Washington, D.C. 20037	BHMA	Builders Hardware Association 60 East 42nd Street New York, NY 10017
APA	American Plywood Association Inc. 1119 A Street Tacoma, WA 98401	CGA	Compressed Gas Association, 500 5th Avenue New York, NY 10036

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APHA	American Public Health Association 1015 15th Street, N.W. Washington, D.C. 20005	CISPI	Cast Iron Soil Pipe Institute 2029 K Street Washington, DC 20006
ARI	Air-Conditioning and Refrigeration 1815 North Fort Myer Drive Arlington, VA 22209	CI	Chlorine Institute, Inc. 342 Madison Avenue New York, N.Y. 10017
ASHRAE	American Society of Heating, Manufacturing Refrigerating, and Air- Conditioning Engineers 345 East 47th Street New York, NY 10017	CSMA	Chemical Specialties Association 50 East 41st Street New York, New York 10017
ASTM	American Society for Testing and Materials Institute 1916 Race Street Philadelphia, PA 19103		IFI Industrial Fasteners 1505 E. Ohio Building Cleveland, OH 44114 See NBS
IAPMO	International Association of Plumbing and Mechanical Officials 5032 Alhambra Ave Los Angeles, CA 90032	PS SMACNA	Sheet Metal and Air Contractors Nat'l Association 8224 Old Courthouse Road Tysons Corner Vienna, VA 22180 Steel Structures Painting 4400 Fifth Avenue Pittsburgh, PA 15213
ICBO	International Conference of Building Officials 5360 South Workman Mill Road Council Whittier, CA 90601	SSPC	
IEEE	Institute of Electrical and Electronics Engineers, Inc. 345 East 47th Street New York, NY 10017	TCA	Tile Council of America P.O. Box 326 Princeton, NJ 08540
IES	Illuminating Engineering Society 346 East 47th Street New York, NY 10017	UBC	See ICBO
		UL	Underwriters' Laboratories,
MSS	Manufacturers Standardization Society of Valve & Fittings Industry 1815 North Myer Drive		333 Pfingsten Road Northbrook, IL 60062

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	Arlington, VA 22209 -See IAPMO	UMC	Uniform Mechanical Code
MBMA	Metal Building Manufacturers IAPMO Association 1230 Keith Building See NBS Cleveland, OH 44115	UPC	Uniform Plumbing Code - See
		VPS	Voluntary Product Standards -
NBS	National Bureau of Standards 611 Office of Weights and Measures Room A209, Metrology Building Washington, DC 20234 Administration	WRI	Wire Reinforcement Institute 7900 Westpark Drive Suite McLean, VA 22101
		Fed. Spec.	General Services
NBHA	National Builders Hardware Assoc. Building 1197 515 Madison Avenue New York, NY 10016	and other	Specifications Sales Washington Navy Yard, Publications Washington, DC 20407
NEBB	National Environmental Balancing Bureau 1611 North Kent Street Arlington, VA 22209 Office		or Superintendent of Documents U.S. Government Printing Washington, DC 20402
NEC	See NEPA		
		NSF	National Sanitation
NEMA	Foundation National Electrical Manufacturers Assoc. 2101 L Street, NW Washington, DC 20037		NSF Building 3475 Plymouth Road Ann Arbor, MI 48106
NFPA	National Fire Protection Association 470 Atlantic Avenue Boston, MA 02110		

END OF SECTION

PART 1

DEFINITIONS

Terms used on the Drawings or in the Specifications in addition to those shown in General Conditions shall have the following meanings:

<u>TERM</u>	<u>MEANING</u>
Agency	USDA Rural Development
As directed	"As interpreted by the Architect under General Conditions Article 4."
As required	"By Code; by good building practice; by the Condition prevailing; by Contract Documents; by Owner, or by Architect."
As selected	"By Architect."
By others	Work on this Project that is outside the scope of Work to be performed by Contractor under this Contract, but that will be performed by Owner, other contractors, or other means. All work to be coordinated by the Contractor.
By Owner	Work on this Project that will be performed by Owner, or his agents, at his cost, but coordinated by the Contractor.
	Equal in the opinion of the Architect. The burden of proof of equality is the responsibility of the Contractor. See Section 01630.
(E)	Existing.
(N)	New.
Furnish	"Supply only, do not install."
Install	"Install or apply only, do not furnish."
	NIC Not in Contract; Work on this Project that is outside under this Contract.

	Offsite	Outside the area described by the property lines.
Owner-furnished		“Owner will furnish at his cost and Contractor-installed. Contractor will install under his Contract for this Work.
	Project	Total construction of which Work performed under the Contract Documents may be the whole or a part.
	Project Manual	Bidding Requirements, Contract Forms, Contract, Conditions, and Specifications.
Provide		“Furnish and install.”
Shown		“As indicated on the Drawings.”
Site		Geographical location of the Project.
Specified		“As written in Project Manual.”

END OF SECTION

PART 1 - GENERAL

The requirements of the General Conditions apply to the work of this section.

SCOPE

SCHEDULE OF VALUES: Contractor, within seven days following the contract signing, will submit to the Architect a Schedule of values, listing projected dates and amounts of pay requests, along with dates when payments will be due. A schedule of values shall be developed using each item of the Chart as a line item. Upon request of the Architect, support the values with data which will substantiate their correctness. The Schedule of Values, unless objected to by the Architect, shall be used only as the basis for the Contractor's Applications for Payment. The monthly application for payment, RD payment form 1924-18 AIA document G703, the continuation sheet, shall match this schedule of values.

APPLICATIONS FOR PAYMENT: Submit Applications for Payment to Architect in accordance with the schedule established by the Conditions of the Contract and Agreement Between Owner and Contractor.

Refer to the following related sections

- A. Agreement Between Owner and Contractor: Lump Sum and Unit Prices
- B. Conditions of the Contract: Progress Payments, Retainages and Final Payment.
- C. Section 01300: Submittals
- D. Section 01700: Contract Closeout.

SCHEDULE OF VALUES

FORM AND CONTENT OF SCHEDULE OF VALUES

Identify the title of project and location, Architect and project number, name and address of contractor, date of submission. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.

Follow the table of contents of this Project Manual as the format for listing component items. Identify each line item with the number and title of the respective major section of the specifications. For each major line item, list sub-values of major products of operations under the item.

SUBSCHEDULE OF UNIT MATERIAL VALUES

Submit a sub-schedule of unit costs and quantities for products on which progress payments will be requested for stored products. The forms of submittal

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shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values. The unit quantity for bulk materials

shall include an allowance for normal waste. The unit values for the materials shall be broken down into:

- a. Cost of the material, delivered and unloaded at the site, with taxes paid.
- b. Installation costs, including Contractor's overhead and profit.

The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

APPLICATION FOR PAYMENT - FORMAT AND DATA REQUIRED

Submit itemized applications typed on RD Form 1924-18, Application and Certificate for Payment and continuation sheets G703, prepared as follows:

APPLICATION FORM: Fill in required information, including that for Change Orders executed prior to date of submittal of application. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets. Execute certification with signature of a responsible officer of Contractor firm.

CONTINUATION SHEET: Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order number and description as for an original component item of work.

LIEN RELEASES: Each application shall be supported by copies of lien releases for all work completed up to the previous pay request. Lien releases shall be provided to Architect for all labor and material subcontracts prior to the approval of the Application for Payment.

SUBSTANTIATING DATA FOR PROGRESS PAYMENTS: When the Owner, Agency or the Architect requires substantiating data, Contractor shall submit suitable information with a cover letter identifying the project, application number and date, detailed list of enclosures and for stored products, the item number and identification as shown on the application and the description of specific material. Submit one copy of data and cover letter for each copy of application.

PREPARATION OF APPLICATION FOR FINAL PAYMENT: Fill in Application form as specified for progress payments. Use continuation sheet for presenting the final statement of accounting.

SUBMITTAL PROCEDURE: Submit Applications for Payment to Architect at the times stipulated in the Agreement. When Architect finds Application properly completed and correct, he will transmit certificate for payment to Owner with copy to the Contractor and Agency.

CHANGE ORDER - FORMAT AND DATA REQUIRED

Designate in writing the member of Contractor's organization who is authorized to accept changes in the Work and who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

PRELIMINARY PROCEDURES: Owner or Architect may initiate changes by submitting a Proposal Request to Contractor. Request to include detailed description of the change, products, and location of the change in the Project with supplementary or revised drawings and specifications. The General Contractor is to be provided the projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized along with a specific period of time during which the requested price will be considered valid. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.

Contractor may initiate changes by submitting a AIA Document G709 Proposal Request to the Owner, containing description of the proposed changes, statement of the reason for making the changes, statement of the effect on the Contract Sum and the Contract Time, statement of the effect on the work of separate contractors and documentation supporting any change in Contract Sum or Contract Time, as appropriate. Contract Sum changes shall be accompanied by labor hour rates and total hours and materials costs details.

PREPARATION OF CHANGE ORDERS

Contractor to prepare each Change Order on RD Form 1924-7. Change Order to describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change. Change Order to provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

LUMP-SUM/FIXED PRICE CHANGE ORDER

Owner will sign and date the Change Order as authorization for the Contractor to proceed with the changes. Contractor to sign and date the Change Order to indicate agreement with the terms therein.

TIME AND MATERIAL CHANGE ORDER/CONSTRUCTION CHANGE

Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article

"Documentation of Proposals and Claims" of this Section. Owner will determine the allowable cost of such work, as provided in the General Conditions and Supplementary Conditions. Owner and Contractor to sign and date the Change Order to indicate their agreement therewith. Agency concurrence to all change orders is required prior to changes being made.

DOCUMENTATION OF PROPOSALS AND CLAIMS

Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Owner and Agency to evaluate the quotation .

On request provide the following additional data to support time and cost computations.

- Labor required.
- Equipment required.
- Products required.
- Recommended source of purchase and unit cost.
- Quantities required.
- Taxes, insurance and bonds.
- Credit for work deleted from Contract, similarly documented.
- Overhead and profit.
- Justification for any change in Contract Time.

Support each claim for additional costs, and for work done on a time-and material/force account basis, with documentation as required for a lump- sum proposal, plus additional information, including the following:

Name of the Owner's authorized agent who ordered the work, and date of the order.

- Dates and times work was performed, and by whom.
- Time record, summary of hours worked, and hourly rates paid.

Receipts and invoices for:

- Equipment used, listing dates and times of use.
- Products used, listing of quantities.
- Subcontractors.

CONSTRUCTION CHANGE AUTHORIZATION

In lieu of Proposal Request, Owner may issue a Construction Change Authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order. The authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any

change in the Contract Sum and any change in Contract Time. Owner will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein. Agency concurrence to all Construction Change Authorization is required.

CORRELATION WITH CONTRACTOR'S SUBMITTALS

Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum. Periodically revise the Construction Schedule to reflect each change in Contract time.

Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

CLOSE-OUT DOCUMENTATION: Final Close-out Payment and Change Order documentation will be delivered to the Architect's office no later than **30 calendar days** after substantial completion. Notwithstanding the foregoing without limiting owner's rights herein, in the event that General Contractor does not deliver documentation, through no fault or delay of Owner, the Owner may determine that all sums due the contractor have been paid and no further payment is due and the contract is complete, or alternately the **Owner may deduct the sum of \$500.00 for each day** beyond the documentation period that contractor has failed to deliver all final close-out documentation.

This form is to be reproduced on the General Contractor's Letterhead and submitted to monighandesign for processing.

monighandesign

Application for Payment/Change Order Requirements

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CHANGE ORDER REQUEST FORM

PROJECT:
PROJECT ADDRESS:

COR #:
DATE:

OWNER:

CONTRACT DATE:

OWNER'S ADDRESS:

DESCRIPTION OF WORK:

PROPOSED COST: Attach all Materials and Labor Back-Up Materials

Materials Breakdown

Labor – (Include Hourly Rate and # of Hours by Trade)

TOTAL:

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

ATTACHMENTS PROVIDED: Itemize all attachments below.

APPROVED BY:

DATE

(Name)

(Company)

END OF SECTION

SUBMITTALS AND SAMPLES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

SCOPE

SHOP DRAWINGS/SUBMITTALS/SAMPLES: Submit Shop Drawings, Product Data and Samples required by Contract Documents.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Drawings shall be presented in a clear and thorough manner., with details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings. Two (2) samples shall be sent to the Architect, One (1) sample will be returned to the Contractor. Submit one reproducible copy of shop drawings for the Architects review. The Contractor shall submit all samples/shop drawings to the Architect within 2 weeks of the Notice to Proceed and at least 2 weeks before purchasing, fabricating, applying, or installing such materials and finishes. Allow a minimum of two weeks for review by the Architect.

The Architect's review of shop drawings shall be general only and shall not relieve the Contractor from responsibility for errors of any sort, for deviations from drawings or specifications, for conflict with the work of others that may result from such deviations.

Product Data shall include the following:

Preparation

- Clearly mark each copy to identify pertinent products or models.
- Show performance characteristics and capacities.
- Show dimensions and clearances required.
- Show wiring or piping diagrams and controls.

Manufacturer's standard schematic drawings and diagrams:

- Modify drawings and diagrams to delete information which is not applicable to the Work.
- Supplement standard information to provide information specifically applicable to the Work.

Approvals

- List applicable I.C.B.O. or UL. numbers for approved assemblies.

SAMPLES

Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product, with integrally related parts and attachment devices. Show full range of color, texture and pattern. Submit samples of the following:

Spec Section

07310 Asphalt Roofing Shingle

08560 Windows: finishes.

09900 Painting

CONTRACTOR RESPONSIBILITIES:

Contractor is responsible for reviewing Shop Drawings, Product Data and Samples prior to Submission. Contractor is to determine and verify field measurements, field construction criteria , catalog numbers and similar data and conformance with specifications.

Notify the Architect in writing at time of submission, of any deviations in the submittals from requirements of the Contract documents. Begin no fabrication or work which requires submittals until return of submittals with Architect approval.

SUBMISSION REQUIREMENTS

Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor. All color and finish samples must be submitted before any selections will be made by the Architect.

Submittals shall contain the date of submission and the dates of any previous submissions, the Project title and number with the names of the Contractor, Supplier and Manufacturer. Identify each product, with the specification section number.

Show field dimensions, clearly identified as such, with relation to adjacent or critical features of the Work or materials. Identify any deviations from Contract Documents.

On all Submittals provide an 8 in. x 3 in. blank space for Contractor and Architect stamps. Provide Contractor's stamp, initialed or signed certifying to review of submittal, verification of products, field measurements and

field construction criteria, and coordination of the information within the submittal with requirements of the Work and of

Contract Documents. Contractor shall make stamp from graphic as shown:

CONTRACTOR SUBMITTAL REVIEW		
<input type="checkbox"/> Submittal deviates from requirements of contract documents as noted.	Date:	
<p>This Submittal has been reviewed for substantial conformance with the contract documents</p>	By:	
	Contractor Name and Address:	
Project No.	Spec. Section No.	Submittal No.

CONTRACTOR SUBMITTAL REVIEW STAMP

Make any corrections or changes in the submittals required by the Architect and resubmit until no exceptions are taken. Revise initial drawings or data, and resubmit as specified for the initial submittal, indicating any changes which have been made other than those requested by the Architect, cloud and delta symbols. Submit new samples as required for initial submittal.

DISTRIBUTION

Make reproductions and distribute copies of Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp of review to Job site file, Record Documents file. other affected contractors, subcontractors and Supplier or Fabricator.

END OF SECTION

CONSTRUCTION SCHEDULES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE OF SCHEDULES

Submit to Owner for approval the following chart and progress reports as specified herein.

Project schedule chart: CPM or PERT, all trades, including early purchase schedule.

Project Schedule Limitations: The project schedule and work is limited to 7am – 6pm Monday thru Saturday, no Sundays or Holidays. Work must be performed with reasonable accomodation to residents in area, the larger site area is a residential area that is currently occupied by residents.

PROGRESS REPORTS: Weekly progress reports, to be faxed or e-mailed to Architect's office each Friday by 12:00 P.M., Pacific Standard Time. Each report to list work completed that week, along with conformance with schedule and days remaining. If any work is behind schedule, the contractor shall provide a written explanation of what is being done to correct any possible delay to the overall completion of the work. Report is to be accompanied by digital images documenting site progress taken with digital camera.

PART 2 - EXECUTION

Within seven days following the signing of the contract, and before submitting any applications for payment, the Contractor shall prepare an itemized breakdown of tasks and activities performed for the expeditious prosecution of the work. Acknowledging the fact that time is of the essence, and that the final completion date is denoted in the Owner-Contractor agreement, each task and activity shall be clearly defined by milestones and completion dates. Information shall be presented in network form indicating the inter-relationship and time sequence of each task and activity.

Upon completion of that portion of the chart affecting any specific subcontractor, he shall indicate his acceptance of and his contractual obligation to be bound by the chart by endorsing same in writing. Subsequent changes to the chart may be acknowledged by initialing on the original copy of the chart.

Maintaining the work schedule agreed to and delineation of the chart shall be the responsibility of the Contractor. Substitution of material or equipment other than specified in the Contract Documents in order to maintain the schedule will not be

approved. It is the Contractor's sole responsibility that all specified products be approved, ordered, and received per the schedule.

CHART: Chart shall indicate, with calendar date line, major goals with specific dates to be reached to maintain the mandated completion date. Chart shall include the following:

- Purchase dates required for "long-lead" items.
- Dates for start of fabrication of special materials and equipment, their installation and required testing.
- Dates when critical design selections must be made for finishes and products.
- Tasks (e.g. HVAC, electrical, plumbing, drywall, etc.) or activities which, once begun, must continue uninterrupted until conclusion and those which can commence and will commence, stop, restart and then complete.
- Time required for each phase of each task and listing each subtask for each major category (e.g. rough work, offsite fabrication, finish work, beginning and completion dates for each element of construction, installation of fitting and fixtures).
- Integrate timing of job activity with shop drawing and submittal schedule called for in Section 01300. List date as to when all shop drawings are to be submitted to Architect's office, and when all reviewed shop drawings are to be returned to Contractor.

If, at any time, any portion of the work falls more than one week behind schedule, the Owner shall notify the Contractor of his obligation to increase labor and equipment at no cost to the Owner until such portion of the work is back on the approved schedule. If, as specified in the AIA A101, Article 3, Standard Form of Agreement between Owner and Contractor, the Contractor is behind schedule and the Contractor does not comply with the written direction of the Owner or his representative, the Owner or his representative reserves the right to:

- Terminate the contract with the Contractor, and hire a new contractor to complete the Work.
- Hire additional labor to bring Work in line with schedule, with the cost of that labor to be deducted from the Contract amount.

Richland Development 1 – Building Types A, B and C Samuel & Bernard
Project # 15002

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Week # ____ Construction Report

PROJECT: _____

DATE:

CONTRACTOR:

Report Completed by:

Days remaining in schedule:

Estimated % of Completion:

SUMMARY OF WORK IN PROGRESS:

PRESENT ON SITE:

	<u>Work Performed</u>	<u>Number of Employees</u>
General		

Subcontractors:

CONFORMANCE WITH SCHEDULE:

[] On Schedule [] Ahead of Schedule [] Behind Schedule
 No. Of Days _____ No. Of Days _____

Reasons for delay, actions to be performed to get back on schedule:

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Construction Schedules

Richland Development 1 – Building Types A, B and C Samuel & Bernard 01315 - 4
Project # 15002 4-01-2017

END OF SECTION

QUALITY CONTROL

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

GENERAL: Contractor will select and retain an agency to make tests as required by these specifications. Agency shall submit written reports on tests to the Architect, the owner, and the Contractor. Additional or optional testing may be done by the owner at the owner's expense. Additional testing required because of defective work or ill-timed notices shall be at Contractor's expense.

RESPONSIBILITY: Agency's testing shall not relieve contractor from responsibility for correctness, completeness, and quality of Contractor's work.

PART 2 - SPECIAL DETAILED REQUIREMENTS

Not used.

END OF SECTION

Storage, Handeling and Delivery

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

GENERAL: All materials should be delivered, stored and handled in a manner that protects them from damage, moisture, dirt and intrusion of foreign materials. Ordering and delivery of materials should be planned according to the work progress to minimise storage on site, where there are higher possibilities of damages and deterioration of materials.

Materials delivered should be checked against the specifications and approved samples. The following are some verification to be carried out on the delivered materials:

The following are verification to be carried out on the delivered materials:

- Verification
- Materials
- Structural defects, dimensional tolerances, surface finishes and physical damage
Type, grade and size
- Type and condition of packaging
- Quality of sand and silt content
- Delivered in original packaging, shelf life from date of production and batch reference
- Precast components
- Bricks

PART 2 - SPECIAL DETAILED REQUIREMENTS

A) All building products should be handled in a manner that avoids excessive stresses, damages and cracks to the components, especially during demoulding and handling in site yards.

B) The location of the lifting devices access should be situated to prevent excessive stress and any and all breaking of building components.

C) Building Components should not be stored on ground level, provide water free storage such as pallets and waterproof covering to prevent wear from weather such as rain and wind.

D) Proper packaging, delivery, handling and storage of building products should allow for adequate air circulation around materials as needed and required for certain building materials.

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Storage Handeling and Delivery

Richland Development 1 – Building Types A, B and C Samuel & Bernard 01440 - 2
Project # 15002 4-01-2017

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

GENERAL: The Contractor shall not use any of the existing utilities on the site, nor any of the utilities to be installed under this Contract, except as noted herein, unless the Owner gives written consent to the contrary to the Contractor.

The temporary work shall conform to all the requirements of governing State and local authorities and underwriters which pertain to operation, safety and fire hazard. The Contractor shall furnish, install and maintain all items necessary for conformity with such requirements, whether called for under the separate division of these Specifications or not.

TEMPORARY TOILETS:

The Contractor shall provide temporary toilets for the use of all workmen, and shall be responsible for the neat and clean use and maintenance of them. Provide sanitary facilities in compliance with laws and regulations.

UTILITIES:

Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards. Contractor to pay for all power connections and use of temporary power. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public. The Contractor shall maintain all utilities until completion of the work.

TEMPORARY JOBSITE OFFICE:

The contractor shall provide on-site office space for the use of his Superintendent and to house project record files and project samples. Field Offices to be structurally sound, weather tight, with floors raised above ground. The office hall have as a minimum; a desk, a desk chair, file cabinets, lighting, power and heating. Requirements: Prior to installation of offices and sheds, consult with Architect on location access and related facilities.

TELEPHONE:

Arrange with local telephone service company, provide direct line telephone service at the construction site and connected in the Project Jobsite Office for the use of personnel and employees. Pay all costs for installation, maintenance and removal, and service charges for local calls. Toll charges shall be paid by the party who places the call. The Contractor shall provide a separate line for a Facsimile machine that is to remain operational 24 hours/day.

DIGITAL CAMERA:

Contractor is required to have a digital camera on site, an internet connection (this may double as the fax line) and means to e-mail electronic photo documentation to the Architect whenever requested and to clarify details and document weekly progress.

TEMPORARY WATER:

Arrange with utility service company to provide water for construction purposes; pay all costs for installation, maintenance and removal, and service charges for water used. Install branch piping with taps located so that water is available throughout the construction by the use of hoses. Protect piping and fittings against freezing.

TEMPORARY SCAFFOLDING, STAIRS, HOISTS, ETC.

The Contractor shall, for all trades, maintain and remove upon completion of all work, all temporary rigging scaffolding, staging, hoisting equipment, barricades around openings, ramps, and all other temporary work as required for all work in this Contract.

PROTECTION

Bracing and Shoring: The Contractor shall provide and maintain, for safety and the proper execution of the work, all shoring and bracing necessary to properly support existing structures which are to remain.

BARRIERS:

Barriers shall be installed prior to demolition of any existing improvements. Coordination with Owner regarding provision of this barrier shall be the responsibility of the Contractor. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards. G. C. to furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the Work, existing facilities, trees and plants from construction operations; remove when no longer needed, or at completion of work

Fences should be chain-link construction, minimum fence height is six feet. Prior to start of work at the Project site, install enclosure fence with suitably locked entrance gates. Locate as shown on drawings or directed by Architect.

TREE AND PLANT PROTECTION:

Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site. Consult with Architect and remove agreed-on roots and branches which interfere with construction. Employ qualified tree surgeon to remove, and to treat cuts. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants. Protect root zones of trees and plants; do not allow vehicular traffic or parking, do not store materials or products and prevent dumping of refuse or chemically injurious materials or liquids. Prevent piddling or continuous running water and carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations. Replacements trees and plants shall be the same size as damaged or destroyed tree or plant unless otherwise specified by the Architect.

EXTERIOR ENCLOSURES

Provide temporary insulated weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks. Provide temporary partitions and ceilings as required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment. Construction to be framing and plywood sheet materials with closed joints and sealed edges at intersections with existing surfaces; insulated to R 11. Paint surfaces exposed to view from Owner occupied areas.

WATER PROTECTION:

The Contractor shall at all time protect the building and all materials, installed or not, from damage from rain water and all other water. He shall provide all equipment and enclosures necessary to provide this protection.

REMOVAL:

Completely remove temporary materials and equipment when their use is no longer required. Clean and repair damage caused by temporary installations or use of temporary facilities.

ACCESS ROADS AND PARKING AREAS:

Provide site access for construction equipment and vehicles through public thoroughfares. Locate drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas, and other areas required for execution of the contract. Provide off-site parking facilities adequate for needs of personnel . Provide access for emergency vehicles. Maintain driveways a minimum of 15 feet wide between and around combustible materials in storage and mobilization areas. Maintain traffic areas free as possible of excavated materials, construction equipment, products, and debris. Do not allow existing on-site streets, driveways or walks to be used for construction traffic, or by construction personnel, except as approved by the Architect or Owner. Designated areas of existing parking facilities may be used for parking of construction personnel's private vehicles and of Contractor's light-weight vehicles. Do not allow heavy vehicles or construction equipment in parking areas.

Keep fire hydrants and water control valves free from obstruction and accessible for use.

Maintain roads, walks, and parking areas in a sound, clean condition. Repair or replace any portions damaged during progress of construction work.

PROTECTION OF INSTALLED WORK:

Protect installed Work and provide special protection where specified in individual specification Sections. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer. Prohibit traffic in landscaped areas.

SECURITY:

Provide a project security program to protect Work, stored products and construction equipment from theft and vandalism and to protect premises from entry by unauthorized persons.

TEMPORARY CONTROLS:

Dust Control: Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

WATER CONTROL:

Provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.

Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.

DEBRIS CONTROL:

Maintain all areas under Contractor's control free of extraneous debris. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes. Provide containers for deposit of debris as specified in Section 01700 - Cleaning. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

POLLUTION CONTROL:

Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances for construction operations. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site and replace with suitable compacted fill and topsoil. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers. Provide systems for control of atmospheric pollutants.

EROSION CONTROL:

Plan and execute construction and earth work by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

REMOVAL:

Completely remove temporary materials and construction when construction needs can be met by use of permanent installation. Remove and dispose of compacted materials to depths required by various conditions to be met in completed Work. Restore areas to original or to specified conditions at completion of Work.

END OF SECTION

CONSTRUCTION WASTE MANAGEMENT

- A. Waste Management Goals.
- B. Waste Management Plan.
- C. Management Plan Implementation.
- D. Special Programs.

RELATED SECTIONS

- A. AIA A701 Instruction to Bidders.
- B. AIA A201 Supplementary General Conditions.
- C. Section 01010 - Summary of the Work.
- D. Section 01060 - Regulatory Requirements.
- E. Section 01090 - Definitions.
- F. Section 01300 - Submittals.
- G. Section 01400 - Quality Control.
- H. Section 01500 - Construction Facilities and Temporary Controls.
- I. Section 01630 - Substitutions.
- J. Section 01700 - Contract Close-out.

WASTE MANAGEMENT GOALS

- A. The Owner has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.
- C. With regard to these goals the Contractor shall develop, for the Architect's review, a Waste Management Plan for this Project.
- D. The total amount of landfill reduction will be 20% of all waste materials. The CONTRACTOR shall have the opportunity to develop as they see fit the method to achieve the 20% reduction. The landfill reduction quantity will be itemized in the WASTE MANAGEMENT PLAN prepared by the General Contractor and submitted for review by the Owner and Architect.

WASTE MANAGEMENT PLAN

A. Draft Waste Management Plan: Within **30 days** after receipt of Notice of Award of Bid, or prior to any waste removal, whichever occurs sooner, the GENERAL CONTRACTOR shall submit to the Owner and Architect a Draft Waste Management Plan.

The Draft Plan shall contain the following:

1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
2. Landfill options: The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
3. Alternatives to Landfilling: A list of each material proposed to be salvaged, reused, or recycled during the course of the Project, the proposed local market for each material, and the estimated net cost savings or additional costs resulting from separating and recycling (versus landfilling) each material. "Net" means that the following have been subtracted from the cost of separating and recycling: (a) revenue from the sale of recycled or salvaged materials and (b) landfill tipping fees saved due to diversion of materials from the landfill. The list of these materials is to include, at minimum, the following materials:
 - a. Cardboard.
 - b. Clean dimensional wood.
 - c. Beverage containers.
 - d. Land clearing debris.
 - e. Concrete.
 - f. Bricks and Masonry
 - g. Concrete Masonry Units (CMU).
 - h. Asphalt.
 - i. Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.

B. Final Waste Management Plan: Once the Owner has determined which of the recycling options addressed in the draft Waste Management Plan are acceptable, the Contractor shall submit, within 10 DAYS a Final Waste Management Plan.

The Final Waste Management Plan shall contain the following:

1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
2. Landfill options: The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
3. Alternatives to Landfilling: A list of the waste materials from the Project that will be separated for reuse, salvage, or recycling.
4. Meetings: A description of the regular meetings to be held to address waste management. Refer to Section 01200 – Project Meetings.
5. Materials Handling Procedures: A description of the means by which any waste materials identified in item (3) above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.

CONSTRUCTION WASTE MANAGEMENT

6. Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site- separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: The Contractor shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
- B. Distribution: The Contractor shall distribute copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, the Owner, and the Architect.
- C. Instruction: The Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- D. Separation facilities: The Contractor shall lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.

E. Hazardous wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations.

F. Application for Progress Payments: The Contractor shall submit with each Application for Progress Payment a Summary of Waste Generated by the Project. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment. The Summary shall be submitted on a form acceptable to the Owner and shall contain the following information:

1. The amount (in tons or cubic yards) of material landfilled from the Project, the identity of the landfill, the total amount of tipping fees paid at the landfill, and the total disposal cost. Include manifests, weight tickets, receipt, and invoices.
2. For each material recycled, reused, or salvaged from the Project, the amount (in tons or cubic yards), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling each material. Attach manifests, weight tickets, receipts, and invoices.

SPECIAL PROGRAMS

A. The Contractor shall be responsible for final implementation of programs involving tax credits or rebates or similar incentives related to recycling, if applicable to the Project. Revenues or other savings obtained for recycling or returns shall accrue to the

B. The Contractor shall document work methods, recycled materials, that qualify for tax credits, rebates, and other savings under each of the above-listed programs.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

– END OF SECTION –

CLEANING AND CLEANUP

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE

The work includes the furnishing of all labor, materials, equipment, and services, and performing all operations necessary for, and properly incidental to, cleanup during construction and final cleaning of the building prior to acceptance by the Owner, including waxing and polishing, as specified herein and in other section when specified.

CLEANUP DURING CONSTRUCTION

It is required that the entire site be kept in a neat and orderly condition.

Dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no such waste material and debris on the site. Burning of trash and debris on the site will not be permitted.

Location of dump for trash and debris and length of haul is the Contractor's responsibility.

FINAL CLEANING OF BUILDING

Prior to final inspection by the Owner and after all construction work is essentially complete, thoroughly clean the building. Items to be cleaned include, but are not limited to, all glass, plastic, doors, opening frames, grilles, trim, exposed non-ferrous metal surfaces, floor covering, light fixtures and plates, plumbing fixtures and trim, and all finish surfaces throughout the construction. Follow the recommendation of the manufactures of materials and items to be cleaned for all cleaning, polishing and treatment such as waxing. Thoroughly clean all existing windows, restrooms and exterior finishes.

FINAL SITE CLEANUP

Also prior to final inspection, thoroughly clean the entire site and put it into a neat, acceptable condition. Remove from the entire site all construction waste and unused materials, dunnage, loose rock and stones, excess earth, roots, weeds, and all debris of any description resulting from the work. Hose down and scrub where necessary all concrete dirtied as a result of the work.

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Cleaning and Clean Up

Richland Development 1 – Building Types A, B and C Samuel & Bernard 01550 - 2
Project # 15002

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END OF SECTION

SUBSTITUTIONS

PART 1 - GENERAL

SCOPE - Procedures for the substitution of materials or systems from those specified or identified for this project

Related Sections: Section 01300 - Submittals

PART 2 - PRODUCTS

PRODUCT SUBSTITUTIONS

Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description may be submitted for review.

Products Specified by naming one or more manufacturers: Products of manufacturers named and meeting specifications: there is no obligation on the part of the Architect to review or accept substitutions. If substitutions are requested, they shall be accompanied by a written reason as to why a substitution is proposed. The General Contractor will reimburse Owner for review or redesign services associated with substitution.

Products Specified by Naming One or More Manufacturers Followed by "or accepted equal": Submit a request for substitution for any manufacturer not named.

PART 3 - EXECUTION

Product Substitution Procedures:

The name of a certain brand, make, manufacture, or definite specification is to denote the quality standard or the article desired. A completed "Substitution Request Form" for each proposed substitute item or material is completed and submitted along with substantiation data.

Substantiating data shall include sufficient data, drawings, samples, tests, literature, or other detailed information as will demonstrate to the Architect that the proposed substitute is not less than equal in quality and utility in all respects to the material specified shall be provided.

Requests for substitution will be considered if received within 30 days after commencement of the work, Requests received more that 30 days after commencement of the work may be considered or rejected at the discretion of the Architect.

Architect will accept, in writing such proposed substitutions as are in his opinion the equivalent in quality and utility to the items or material specified. Architects' acceptance shall not relieve the Contractor from complying with the requirements of the Contact Documents, and the Contractor shall be responsible at his own expense for any changes resulting and subsequently becoming apparent from his proposed substitutions which affect other parts of his own work or the work of other contractors.

Failure to propose any product substitution for evaluation in ample time before its scheduled installation may be deemed sufficient cause for the denial of the request for substitution.

Substitutions submitted by the Contractor for any material, product, or equipment for that specified may be subject to such tests as will determine its quality.

Handling, testing, and inspection costs pertaining thereto shall be paid by the Contractor. All such tests shall be made upon the request of the Architect at the expense of the Contractor.

Contractor making a substitution shall pay for any added costs caused by the substitution.

A request constitutes a representation that the General Contractor has investigated proposed product and determined that it meets or exceeds the quality level of the specified product. He will provide the same warranty for the Substitution as for the specified product. He will coordinate installation and make changes to the work which may be required for the Work to be complete with no additional cost to Owner. He waives claims for additional costs or time extension which may subsequently become apparent. He will reimburse Owner for review or redesign services associated with substitution.

Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when they conflict with the design intend of the documents.

END OF SECTION

PROJECT CLOSE-OUT

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

GENERAL:

NOTICE OF COMPLETION:

At Substantial Completion, the Contractor shall be required to immediately file with the municipality a Notice of Completion. A copy of this filing shall be sent to the Architect and the the Owner at the same time that it is filed with the municipality. Let Owner know immediately if any action is required on the Owner's behalf. This obligation shall become part of the close-out documentation and as such can affect the final release of contact retainage.

SUBSTANTIAL COMPLETION PUNCH LIST:

When the Contractor believes he has achieved substantial completion as outlined in AIA A201 General Conditions of the Contract for Construction, item 9.8.2 and as defined in AIA A201,item 9.8, he shall prepare and forward to the Architect, a list of the work to be completed or corrected and dates for completion or correction. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Architect will schedule a punch list review at the site with the General Contractor and an Owners Representative to review the quality and completeness of the work and conformance with the construction documents. At that time, the Architect will list deficiencies, correction and work to be completed.

If the Architect determines that the project is substantially complete he will issue a certificate of substantial completion. This will terminate the Time of Completion listed in the General Contractor's bid (Bid Form RDG1A3) and start the schedule for Final Completion as listed in the General Contractor's bid.

If the Architect determines that the work is not substantially complete, he will issue a list of work to be completed. The contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. *Additional trips to the site for purposes of reviewing the work will be at the cost of the Contractor and will be deducted from payments made by Owner to the General Contractor.*

After the General Contractor has completed all work, corrective or otherwise, he will notify the architect that the project is ready for final inspection. The Architect

will verify completion of the Contract work. The Agency will conduct a Final Observation visit and must concur with Final Payment and Retention Release requests.

Final payment and retention release will not be processed until a final review of the project verifies completion and other items required in this section are complete.

PUNCH LIST COMPLETION: Final completion with all punch list items completed will occur 7 calendar days after substantial completion.

CLOSE-OUT DOCUMENTATION: Final Close-out documentation drawings and submittals, as defined in section 01700 and on the drawings and as required by the Agency, will be delivered to the Architect's office no later than 30 calendar days after substantial completion. Notwithstanding the foregoing without limiting owner's rights herein, in the event that General Contractor does not deliver documentation, through no fault or delay of Owner, Owner may deduct the sum of \$500.00 for each day beyond the documentation period that contractor has failed to deliver all final close-out documentation.

RECORD DRAWINGS:

Store documents and samples in Contractor's field office apart from documents used for construction. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes. Make documents and samples available at all times for inspection by Architect. Label each document "PROJECT RECORDS in neat large printed letters. Record information concurrently with construction progress, including the following:

- a. Depths of various elements of foundation in relation to finish floor datum.
- b. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
- c. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
- d. Field changes of dimension and detail.
- e. Changes made by Field Order or by Change Order.
- f. Details not on original contract drawings.

Transfer all record information in a neat and legible manner to reproducible drawings, and at Contractor close-out, deliver Record Documents to Architect or Owner's Representative with a pdf copy on a CD for the Agency.

PERMIT AND PERMIT SET:

At completion of project close-out, signed permit and permit set to be returned to Owner.

PART 2 - MAINTENANCE MANUALS AND INSTRUCTIONS

Preparation of data shall be done by personnel trained and experienced in maintenance and operation of described products.

Identify each volume with typed or printed title, "OPERATING AND MAINTENANCE INSTRUCTION". Include the following:

- a. Contractor, name of responsible principal, address and telephone number.
- b. A list of each product required to be included, indexed to content of the volume.
- c. List, with each product, name, address and telephone number of:
 - 1) Subcontractor or installer.
 - 2) Maintenance contractor, as appropriate.
 - 3) Identify area of responsibility of each.
 - 4) Local source of supply for parts and replacement
- d. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

Provide copy of each warranty, bond and service contract issued. Provide information sheet for Owner's personnel, giving proper procedures in event of failure and instances which might affect validity of warranties or bonds. Provide instructions for care and maintenance, including Manufacturer's recommendations for types of cleaning agents and methods and recommended schedule for cleaning and maintenance.

PART 3 - SPECIAL GUARANTEES/WARRANTIES

These special guarantees are an extension of the guarantee of work called for in "General Conditions." During the normal one-year guarantee period, any repairs or replacements required because of damage to other work cause by defective material/workmanship failures shall be by Contractor at no cost to the Owner.

SEALANTS: Guarantee caulking-sealant work to remain watertight for a period of 2 years

Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors. Provide two (each) original signed copies, including the following:

- a. Product or work item
- b. Firm, with name of principal, address and telephone number
- c. Scope.
- d. Date of beginning of warranty, bond or service and maintenance contract.
- e. Duration of warranty, bond or service maintenance contract.
- f. Provide information for Owner's personnel.

TIME OF SUBMITTALS:

For equipment or component parts of equipment, put into service during progress of construction, Submit documents within 10 days after inspection and acceptance. For other equipment, make submittals within ten days after Date of Substantial Completion, prior to final request for payment.

END OF SECTION

PVC FENCING

PART 1 – GENERAL

RELATED DOCUMENTS: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work specified in this section.

DESCRIPTION: Furnish and install fence sections including pickets, rails, posts, caps, gates and necessary excavation and anchorage for posts.

MANUFACTURER/ SUPPLIER: Lifetime Vinyl Fencing Co., 1080 Broadway Avenue, San Jose, CA 95125, (800) 213-2539

SUBMITTALS:

Shop Drawings: Layout of fence with dimensions, details and finishes of component accessories and post foundations.

Product Data: manufacturer's catalogue cuts indicating material compliance and specified options.

Samples: Color selections for PVC with samples of materials.

PART 2 – PRODUCTS

MANUFACTURER:

Approved Manufacturer: Lifetime Vinyl Fencing Co., 1080 Broadway Avenue, San Jose, CA 95125

Style: Lexington Privacy Fence 6' high

Gate: 50" preassembled

Pickets, rails and posts fabricated from PVC extrusion. The PVC extrusions shall comply with ASTM D 1784, Class 14344B.

Color: Selected by Owner

PART 3 – EXECUTION

INSTALLATION: Follow individual installation instructions for the appropriate style in setting posts. Posts shall be placed 24"-36" in the ground, depending upon the style of fence and local conditions and set in concrete (see individual installation instructions for the appropriate style).

Corner and gate posts on all fences shall be filled with concrete for additional strength.

Place assembled fence sections in to position and slide rails into posts. The rails are secured into posts tabs which are notched into rails and catch one the inside wall of the posts.

Check each post for vertical and top alignment, and maintain in position during placement and finishing operation.

Install posts caps and other accessories to complete fence.

END OF SECTION

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary conditions and Division 1 Specification Sections, apply to this section.

SUMMARY:

Extent of walks and curbing is shown on the drawings.

QUALITY ASSURANCE:

Qualifications of work force:

Provide at least one person trained and experienced in the skills required, familiar with the design and application of work described for this reason, and present at all times during progress of the work.

For actual finishing of concrete surfaces, and operation of the required equipment, use personnel trained and experienced in the skills required.

PRODUCT HANDLING:

Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.

Replacements: In the event of damage, make all repairs and replacements necessary to the approval of the A/E and at no additional cost to the Owner.

REFERENCES:

American Society for Testing and Materials (Current Editions):

- C33 Concrete Aggregates.
- C94 Ready-mixed concrete.
- C150 Portland cement.
- C260 Air entraining admixture for concrete.

D1751 Performed Expansion Joint Fillers for Concrete Paving and Structural Construction (non-extruding and resilient bituminous type).

D1850 Concrete Joint Sealer, Cold Application Type.

American concrete Institute (Current Edition):

ACI-318 Building code requirements for reinforced concrete.

Federal Standards (1997 or Current Edition).

TT-T-190C	Linseed Oil, Boiled (for use in organic coatings)
TT-T-291E(1)	Thinner- Paint, Volatile Spirits- Petroleum Spirits.
TT-T-295A	Thinner Paint, Mineral Spirits, Volatile, Odorless

PART 2 PRODUCTS

MATERIALS:

Concrete Mix, Design and Testing:

Design the mix to produce standard weight concrete consisting of Portland cement, aggregate, air entraining admixture and water to produce the following properties:

Compressive Strength: 2500 psi, min. at 28 days.

Slump Range: 2" to 4"

Air Content: 5% to 7%

Form: Conforming to standards specified herein.

Expansion joint filler conforming to ASTM D1751 requirements.

Reinforcement: 6x6- W2.0 x W2.0.

Protective Coating: Conforming to standards specified herein.

Aggregate Base Course: See Section 03300

PART 3 EXECUTION

INSTALLATION:

Subgrade Preparation: Form the foundation at a depth of 8 inches below and parallel with the finished surface of the sidewalk. Remove and replace all unsuitable material with acceptable material. Thoroughly compact the foundation. Finish to a firm, even surface; moisten if required.

Placing Aggregate Base Course: Spread aggregate on the prepared foundation to form a thoroughly compacted bed 4" deep.

Provide wood or steel forms, straight of sufficient strength to resist springing during depositing and consolidating concrete, and of a height equal to the full depth of the finished sidewalk. Wood surfaced plank forms, two inch nominal thickness. Steel forms of approved section with a flat top surface. Forms with the upper edge true to line and grade set held rigidly in place by stakes placed at intervals not to exceed 4 feet. Use flexible spring steel forms or laminated boards to form radius bends as required. Coat forms with form oil (that will not discolor or deface concrete)each time before concrete is placed. Wood forms may, instead, be thoroughly wetted with water before concrete is

placed, except that with probable freezing temperatures, oiling is mandatory. Do not remove side forms for less than 12 hours after finishing has been completed.

Concrete Placement and Finishing: Place reinforced concrete in form in one layer thickness that when compacted and finished the sidewalk will be of the thickness indicated (pour walks in alternate sections). After the concrete has been placed in the forms, use a strike-off guided by the side forms to bring the surface to the proper section to be compacted. Tamp and consolidate concrete with a suitable wood or metal tamping bar, finish surface to grade by screeding, wood floated, scored, tooled and given a fine-hair broom finish with grain running perpendicular to pedestrian flow. Divide surface into rectangular areas (as indicated) by means of contraction joints.

Contraction Joints: Form contraction joints in the fresh concrete by cutting a groove in the top portion of the slab to a depth of at least one-fourth of the sidewalk slab thickness, using a jointer to cut the groove or by sawing a groove in the hardened concrete with a power driven saw.

OR

Sawed Joints: Construct joints by sawing a groove in the concrete with the a 1/8 inch shatterproof abrasive or diamond-rimmed blades to the full depth as indicated. After expiration of the curing period, then widen upper portion of the groove by sawing to width and depth indicated. Vary time and sawing depending on existing and anticipated weather conditions, and to prevent uncontrolled cracking of the pavement. Commence sawing of the joints as soon as the concrete has hardened sufficiently to permit cutting the concrete without chipping, spalling, or tearing. The sawed faces of joints will be inspected for undercutting or washing of concrete due to early sawing and delay sawing if undercutting or washing is sufficiently deep to cause structural weakness or excessive roughness in the joint. Saw joints at the required spacing consecutively in the sequence of the concrete placement use a chalk line or other suitable guides to mark the alignment of the joint. Before sawing a joint, examine concrete closely for cracks; do not saw joint if a crack has occurred near the joint location. Discontinue sawing when a crack develops

ahead of the saw cut. Immediately after each joint is sawed, thoroughly flush with water until all waste from sawing is removed from the joint.

Inserts (Option to Sawed Joint): use embedded strips of metal or sealed wood to form weakened plane joints. Set strips into plastic concrete and carefully remove strips after concrete has hardened.

Expansion Joints: Install expansion joints to surround or to separate all structures or features which project through or against the sidewalk slab. Install expansion joints at regularly space intervals transversely across the sidewalk slab; spacing joints not more than 20 feet. Fill transverse expansion joints with ¼ inch thick joint filler strips conforming to ASTM Specifications D1751. Place joint filler with top edge ¼ inch below the surface and shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Immediately after finishing operations are completed, round

joint edges with an edging tool having a radius of 1/8 inch, and remove concrete over the joint filler. Form expansion joints about structures and features that project through or into the sidewalk pavement, using joint filler of the complete, uniform separation between structure and sidewalk pavement. At the end of the curing period, carefully clean and fill with joint sealer conforming to ASTM Specifications D1850. Surface dry the concrete at the joint and the atmospheric and pavement temperatures to be above 50 degrees F. at the time of application of joint sealing materials. Fill joints flush with the concrete surface in such a manner as to minimize spilling on the walk surface. Remove spilled sealing material immediately and the surface of the walk cleaned. Do not seal dummy groove joints.

Surface Uniformity: The complete surface shall be uniform in color and free of surface blemishes and tool markers.

CURING AND PROTECTING:

Curing: Immediately after the finishing operations, cure the exposed concrete surface by the following method:

Mat Method: Cover the entire exposed surface with absorptive cover mats conforming to AA5H to M182, Class 2 or with moisture-retaining cover complying with ASTM C 171. Mats shall overlap each other at least 6 inches. Thoroughly wet mat with water before placing, keeping continuously in a saturated condition and in intimate contact with concrete for not less than 7 days.

Backfilling: After curing, remove debris and the area adjoining the sidewalk shall be backfilled, graded and compacted to conform to the surrounding area in accordance with the lines and grades indicated.

Protective Coating: (Anti-Spalling compound) Of linseed-oil mixture shall be applied to exposed-to-view concrete surfaces of sidewalks to protect the concrete against the action of deicing chemicals.

Linseed Oil Mixture: Consists of equal parts, 50% (by volume) of linseed oil and 50% (by volume) either mineral spirits, commercial grade kerosene or turpentine. Materials shall conform to the following Federal Specifications:

- Linseed Oil, Boiled: TT-L-190C
- Mineral Spirits: TT-T-291E(1), Type as required, Grade optional, or TT-T-295A
- Naptha: TT-N-95B(1), Type I, or TT-N-97B, type optional
- Turpentine: TT-T-801C, Type and Class optional

Contractor's Option: Commercially prepared linseed-oil mixtures formulated specifically for application to concrete to provide protection against the action of deicing chemicals may be used except emulsified mixtures are not acceptable.

Certificate and manufacturer's printed literature indicating compliance with this requirement shall be furnished.

Application: Complete backfilling and curing operation prior to applying protecting coating. Concrete to be surface dry and thoroughly clean before each application. Apply 50 square yards per gallon for first application and not more than 70 square yards per gallon for second application, except that the number of applications and coverage for each application for commercially prepared mixture shall be in accordance with the manufacturer's instructions. Protect coating surfaces from vehicular and pedestrian traffic until dry.

Protection: Protect the completed sidewalk from damage until accepted. Repair damaged concrete and clean concrete discolored during construction. Remove sidewalk that is damaged and reconstruct for the entire length between regularly scheduled joints. Refinishing the damaged portion will not be acceptable. Dispose damaged portions as directed.

Concrete Curbs: Constructed to profile and size conforming to details as shown on the drawings.

Forms: use acceptable metal forms, except on sharp curves and short tangent sections where wood forms may be used. Use forms which will not discolor the concrete.

Placing and Finishing Concrete: Place the concrete in the forms in layers not exceeding 4 inches in depth and spade sufficiently to eliminate voids. A vibrator may be used. Provide

drainage openings through the curb at the elevation and of size required, where indicated or required. Smoothly and evenly finish the top surface of the curb (same as sidewalk). While the concrete is still plastic, round the edges of the face and back of the curb. Place depressed curbs for drives or handicapped ramps where indicated or directed.

Expansion Joints: Provide expansion joints as indicated on the drawings and at all structures.

Curing and Protection: Refer to the Previous paragraph of this section.

END OF SECTION

ROUGH CARPENTRY

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

Work shall include all labor, material, equipment, etc., necessary to complete both rough and finish carpentry, concrete form work, rough hardware, installation of all hardware, wood preservative, installation of all millwork, grounds, doors, as shown on the drawings or herein specified.

Protection - All lumber shall be protected and kept under cover at the job site. Materials shall not be delivered unduly long before they are required for the proper execution of the work.

PART 2 - PRODUCTS

Lumber herein referred to shall conform to the "Standard Grading and Dressing Rules for the West Coast Lumber" No. 17 latest edition. Grades shall conform to the grading rules of the Manufacturers Association under whose rules the lumber is produced. Plywood shall conform to the product standard PS 1-74 of the US Department of Commerce. Glue laminated lumber shall conform to AITC 117-79 of the American Institute of Timber Construction.

Grade Marking - Each piece of structural lumber, timber and plywood shall be legibly identified as to type, grade and species by a grade mark of the West Coast Lumberman's' Association, California Redwood Association, or the Douglas Fir Plywood Association.

Use grade and species shall be not less than the following:

USE	SPECIES	GRADE AND PATTERN
6x Beams	DF	Select Struct
Joists & 4x Beams	DF	No. 1
4 x Posts	DF	No. 1 (Select Struct where any portion is exposed)
6x Posts	DF	Select Struct
Plywood Sheeting	DF	Structural 1 CDX
Exposed @ Eave	DF	BCX
Roof	DF	COX
Mud Sill	PTDF	No. 2
Vertical Framing	DF	No. 2

Glu Lam Beams	DF 24F-V8 or V4	Appearance
Facias	Doug Fir	Select

All framing exposed to view in the completed building shall be select structural and S4S.

Maximum Moisture Content - Framing Lumber 19%

Nails - Common, meeting Fed Spec FF-N-1-1 unless noted on the structural drawings. Sizes and spacing as noted on the structural drawings

NEW ROOF SHEATHING: Where new roof sheathing is required use TechShield LP Radiant Barrier Sheathing by LP Products Huntersville NC www.techshield.lpcorp.com Exterior rated roof sheathing 15/32 4 ply complying with the structural requirements as indicated on the structural drawings.

Lumber shall be Douglas Fir which meets the structural requirements and laminating specifications of the species. Lumber shall be stress grade to provide Combination A members with normal working stress value of 2400 psi in bending for dry condition of use. Adhesives shall meet the requirements of glue laminated lumber standards for dry condition of use.

A sealer coat shall be applied to all members as soon as practical in accordance with AITC Protection Standards. Each member shall be wrapped for protection during transit and erection.

Shop drawings shall be furnished by the fabricator for review by the Architect before fabrication is started.

MATERIALS INSTALLED AS FURNISHED BY OTHERS - All miscellaneous steel and iron, bolts, anchors, ties and straps, and all rough hardware which is secured to rough carpentry or set in concrete forms shall be the work of the General Contractor.

ROUGH HARDWARE AND CARPENTER'S IRON WORK - Bolts lagscrews, washers, screws, dowels, framing clips, metal angles, joist hangers, nails, anchors, and any other miscellaneous metal items or rough hardware that may be purchased and not requiring further fabrication shall be furnished. Purchased hardware shall be Simpson Strong Tie or approved equal.

Bolts shall be of sizes noted on the drawings. Holes for bolts shall be the nominal diameter of the bolt plus 1/16". Provide washers under nuts and heads of bolts bearing on wood. Lag bolts shall be installed with a pilot hole no larger than the root diameter of the bolt. Lag bolts shall be screwed into place and not driven in. All machine bolts shall have their threads continue entirely through the nut. Exposed bolts shall have no more than 1/4" of exposed threads beyond the nut. Cut off if required.

Hangers - Except as otherwise noted or detailed on the drawings, metal hangers shall be Simpson Strong Tie or approved equal.

Powder Driven Anchors - Powder activated fasteners for fastening interior wall plates to concrete slabs shall be Ramset 3303 tempered pins.

PART 3 - EXECUTION

WOOD FRAMING: All studs walls shall have top plates doubled; and joints in the lower plate shall be made over a stud. All top plates shall be lapped full width of studs at the corners and lapped 4' 0" at bearing partitions.

All studding shall have solid blocking the same width as studs at the mid height of the wall, not to exceed 10'. All corners studs shall be solid, no splicing. Provide temporary bracing for all wall framing.

Provide backing and or blocking for nailing of all edges of walls and ceilings and for supporting of fixtures, casework and equipment of all other trades.

Powder driven fasteners - Shot thru 2" 16 ga solid metal disk with the proper powder charge to set pin head flush, spacing as shown on the drawings.

Other fasteners - As per the current UBC schedule and or as indicated on the drawings.

Cuts and holes drilled in pressure treated material shall be retreated with preservative.

Plywood panels shall be supported evenly over roof joist and all edges shall be over solid members. Glue all plywood to joists and at all panel edges.

All joists shall be hung with joists hangers as specified.

END OF SECTION

SOLID SURFACE

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

A. Scope:

List types of various applications included in the project below. e.g., paneling and trim, tub/shower surrounds (vertical); tub decks, work surfaces (horizontal); window sills (miscellaneous fabrications).

1. Horizontal applications
 - a. Bath Room Window Sill

B. Related Sections:

Include appropriate sections below for other sections specifically related to installation of products specified herein.

1. Section 08560 – Vinyl Windows
2. Section 06010 – Rough Carpentry.
3. Section – 09250 – Gypsum Wall Board

1.02 SUBMITTALS

A. Reference Section 01 33 00 Submittal Procedures; submit following items:

Delete requirements for color submittals in subparagraphs 1 and 4 below if colors are specified in article 2.02 or are shown on drawings.

1. Product Data.
 - a. Solid surface sheet material.
2. Material Safety Data Sheets (MSDS) for products and accessories.
3. Attachment provisions and fabrication methods.
4. Samples for Final Color Verification: 4" x 4" (100 x 100 mm) samples of color(s) selected from initial color chart submittals.
- 5.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Reference Section 01440 Product Storage and Handling Requirements.
- B. Follow manufacturer's instructions.
- C. Special Instructions: Do not deliver components to project site until spaces are ready for installation.

1.05 PROJECT/SITE CONDITIONS

Environmental Requirements: Installation spaces must be maintained at normal occupancy temperature and humidity levels for minimum 72 hours prior to and continuously following installation.

1.06 WARRANTY

Special Warranty: Ten year limited warranty against manufacturing defects in sheet material.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. Samsung Chemical USA, Inc. Tel: (562) 926-5520
14251 E. Firestone Blvd, Suite 101 Fax: (562) 926-9930
La Mirada, CA 90638 Website: <http://www.staron.com>

2.02 MATERIALS

A. Staron® Solid Surfaces Sheet: Homogenous sheet composed of a blend of natural minerals and 100 percent acrylic resin (methyl methacrylate) complying with ANSI Z124.3 and Z124.6, Type 6 or equivalent.

1. Physical Performance Characteristics:

a. Flammability Test (flame spread and smoke developed):

- 1). Test Procedure: NFPA 255.
- 2). Rating: Class A.

B. Use

1. Horizontal Surfaces: 1/2 in (12.3mm) thick, unless otherwise shown on Drawings.

- a. Color: Sanded Sahara
- b. Finish: Semi-gloss

2.03 ACCESSORIES

A. Joint and Laminating Adhesive for bonding Staron® Solid Surfaces sheet to Staron® Solid Surfaces sheet: Two component Staron® Solid Surfaces Joint Adhesive.

B. Adhesive for Bonding Staron® Solid Surfaces sheet to other materials: 100 percent silicone sealant complying with ASTM C 920 or neoprene-based panel adhesive.

2.04 FABRICATION

- A. Follow instructions in manufacturer's Fabrication and Installation Manual.
- B. Shop Assembly: Fabricate components in shop to the greatest extent practical.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates upon which solid surfacing will be installed. Review manufacturer's Fabrication and Installation Check List.
- B. Coordinate with responsible entity to correct unsatisfactory conditions.
- C. Commencement of work by installer is acceptance of substrate conditions.

3.02 INSTALLATION

Manufacturer's installation instructions are adequate for normal installation conditions. Unusual conditions may require additional information in this article.

- A. Install solid surfacing and secure to substrate in accordance with manufacturer's Fabrication and Installation Manual.

3.03 REPAIR

- A. Repair minor imperfections and cracked seams and replace sections of severely damaged surfaces in accordance with manufacturer's Fabrication and Installation Manual.

3.04 CLEANING

Clean surfaces in accordance with manufacturer's Care and Maintenance Instructions.

3.05 PROTECTION

- A. Cover horizontal surfaces with heavy paper or cardboard to protect from damage until date of Substantial Completion.

END OF SECTION

MILLWORK

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 GENERAL

SECTION INCLUDES - Millwork, Moulding, & Countertops.

STANDARDS - All millwork shall conform to the 2003 Woodwork Institute's "Manual of Millwork" for custom grade for transparent finish and economy grade for opaque finish unless otherwise noted.

SUBMITTALS - Submit under provisions of Section 01300.

PRODUCT DATA: Manufacturer's data sheets on each product to be used, including material description and installation instructions. Include storage and handling recommendations.

SHOP DRAWINGS: Indicate component elevations, dimensions, tolerances product thickness, width and lengths core materials, veneer types and grade, component profiles and where applicable edge band type, sanding grit and schedule of finishes. Do not fabricate components until shop drawings are approved by the Architect.

INSTALLER QUALIFICATIONS: Firm with demonstrated successful experience in installing component wood architectural woodwork items similar in type and quality to those required of this Project.

DELIVERY, STORAGE, AND HANDLING - Store products in manufacturer's unopened packaging until ready for installation. Protect woodwork during transit, delivery, storage, and handling to prevent damage, spoilage, and deterioration.

PROJECT CONDITIONS - Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

MATERIALS – Moulding, Millwork, and Countertops:

BATHROOM & KITCHEN CABINETS –

Substrate: MDF Board, .75" thick rated for 40 lbs./SF

Exposed portions: wood veneer to match doors.

Semi-Exposed portions: White melamine

Concealed portions: MDF Board

BATHROOM & KITCHEN DOORS:

Substrate: MDF Board

Type: Type A Flush Cabinet doors – 30 degree reverse bevel

Finish: Alder Veneer: Match existing finish

TRIM, JAMBS & MILLWORK:

Grade: Economy

Substrate: Primed MDF board

Profile: As indicated on the Drawings. Colonial profile

Finish: Use wood putty or painters caulk (or equivalent) @ fasteners, splice joints, and top of base @ wall to provide a smooth continuous finish to be primed and painted. See finish schedule for color.

COUNTERTOPS:

Grade: Economy

Substrate: Medium density fiberboard, type and density as selected.

Profile: As indicated on the Drawings.

Finish: Plastic Laminate as indicated on drawings.

PART 3 EXECUTION

EXAMINATION - Do not begin installation until substrates have been properly prepared. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding. Beginning of installation means acceptance of existing conditions.

PREPARATION - Clean surfaces thoroughly prior to installation. Prepare surfaces using methods recommended by the manufacturer.

INSTALLATION - Installation of finish carpentry and millwork shall conform to the applicable requirements of the WI "Manual of Millwork". In general all work to receive stain or transparent finish shall conform to Custom grade requirements.

All end splices exposed in finished members shall be accurately and neatly mitered or scarified. Install members in as long lengths as possible.

All work to be installed to details shown and shall be plumb, level, true to line and securely anchored. Exterior corner joints shall be mitered. Interior corner joints may be coped. Where molded members adjoin other molding or plain sections, the

molded members shall be carefully and accurately scarified to the other members. All exposed edges shall be eased.

Set all nails for putty at exposed finish work. Set nails 1/16" at interior trim. Prepare all woodwork installed hereunder by cleaning and sanding to receive finishes.

Anchor securely to substrate. Install plumb, level and straight and in proper relationship with adjacent work. Shim as required with concealed shims. Install to a tolerance of 1/8 inch in 6 feet (3 mm in 2 meters) for plumb and level with no variations between adjoining surfaces.

PROTECTION - Protect installed products until completion of project. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

BUILDING INSULATION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

SUMMARY:

Thermal insulation repairs and replacement as needed in attic and wall insulation for current energy requirements.

QUALITY ASSURANCE:

Fire Performance Characteristics: Provide insulation materials identical to those whose indicated fire performance characteristics have been determined per the ASTM test method indicated below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing and inspecting organization.

Surface Burning Characteristic: ASTM E 84.

Fire Resistance Ratings: ASTM E 119.

Combustion Characteristics: ASTM E 136.

DELIVERY, STORAGE, AND HANDLING:

Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacture's recommendations for handling, storage, and protection during installation.

Protect Plastic insulation as follows: Do not expose to sunlight, except to extent necessary for period of installation and concealment. Protect against ignition at all times. Do not deliver plastic insulating materials to project site ahead of installation time. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

MANUFACTURERS:

Manufacturers: Subject to compliance with requirements, provide insulation products of one of the following:

Glass Fiber Insulation:

- Certain Teed Corp.
- Manville: Building Insulations Div., Manville Sales Corp.
- Owens/Corning Fiberglass Corp.

INSULATING MATERIALS:

General: Provide insulating materials that comply with requirements and with referenced standards.

Preformed Units: Sizes to fit applications indicated, selected from manufacturer's standard thickness, widths, and lengths.

Faced Mineral Fiber Blanket/Batt Insulation: (Non fire rated) Thermal insulation produced by combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665 for Type II, Class C, kraft-face one face, and as follows:

PART 3 - EXECUTION

EXAMINATION:

Examine substrates and conditions with installer present, for compliance with requirements of the Sections in which substrates and related work are specified and to determine if other conditions affecting performance of insulation are satisfactory. Do not proceed with installation of insulation until unsatisfactory conditions have been corrected.

INSTALLATION, GENERAL:

Comply with insulation manufacturer's instructions applicable to products and application indicated. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with installation of insulation.

Extend insulation full thickness as indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections that interfere with placement.

Apply a single layer off insulation of required thickness, unless otherwise shown or required to make up total thickness.

INSTALLATION OF GENERAL BUILDING INSULATION:

Apply insulation units to substrate by methods indicated, complying with manufacturer's recommendations. If no specific method is indicated, use mechanical anchorage to provide permanent placement and support of units .

PROTECTION:

General: Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures, where insulation will be subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

ASPHALT SHINGLE ROOFING

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE:

Provide all labor and materials for the complete installation of the asphalt shingle roofing as shown the drawings and as required by accepted construction practices.

QUALITY ASSURANCE:

Shingles shall carry a Class A rating.

JOB CONDITIONS:

Installer shall acquaint himself with the work of all other trades whose work abuts, adjoins or in any manner is affected by work under this section. Stops, metal flashings, and other flashing products that are an integral part of the roof shall be installed simultaneously with the roofing application

GUARANTEE:

Upon completion of the installation, and as a condition of its acceptance, deliver to the Owner a written guarantee to replace and or repair to the approval of the Owner all leaks in the roofing for a period of two years following the date of installation.

PART 2 - PRODUCTS

Protection Felt - 15 lb asphalt saturated type.

Nails - Hot dipped galvanized steel barbed roofers nails, minimum 5/8" head. Length as required to penetrate wood framing at least 1/2"

Shingles - Elk Prestique Raised Profile Series, "Antique Slate" color or approved equal. Provide with matching hips and ridges. Class A shingle with 30 year warranty.

PART 3 - EXECUTION**INSTALLATION:**

Remove all roofing down to sheathing and haul away debris. Inspect plywood sheathing and replace any damaged or dry-rotted area. As a minimum replace the first four feet of sheathing from the eaves up with ½" CDX sheathing. Use ½" BCX (good side down) over the exposed soffit area.

Base Felt - Cover plywood sheathing with one layer, applying at right angles to pitch and lapping 2" on sides and 4" on ends. Nail sufficiently to hold in place.

Roof Vents: Install two 58 SI (Net Free Ventilating Area) eye-brow shaped dormer vents per residential unit; one on each side of each residential unit three feet minimum from / above eave (-vents) line. See Exterior Elevations Sheet A2.1 and Section 10200.

Shingles - Apply over base felt, starting 1/4" beyond eaves with a double course of shingles and working toward ridge. Lay in pattern as directed, with 5" exposure and 2" headlap. Butts of shingles shall be in a straight line. Nail each shingle with 4 nails; place 1" from each end and 1/2" above cutouts. Trim last shingle course off evenly at ridge. Trim shingles at valleys in straight line from eave to ridge, leaving a channel 5" wide. Edges of shingles on both sides shall be embedded in 2" wide ribbon of flashing compound. Cover hips and ridges with shingle in pattern as directed. Apply with 5" exposure, blind nail on both sides of ridge/hip. After shingles are applied, a cant of flashing compound shall be formed in angles and around base of all vent pipes and all other items passing thru the roofing.

CLEANING UP:

Promptly upon completion of the roofing, remove from the site all tools, equipment, surplus material and debris resulting from the roofing application. Remove any splashing or spilling of roofing or flashing compound.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fiber cement lap siding, panels, single, trim, fascia, moulding and accessories, James Hardie HZ10 Engineered for Climate Siding.

1.2 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry: Wood framing and bracing.
- B. Section 06100 - Rough Carpentry: Sheathing.

1.3 REFERENCES

- A. ASTM D3359 - Standard Test Method for Measuring Adhesion by Tape Test, Tool and Tape.
- B. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees C.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Verification Samples: For each finish product specified, two samples, minimum size 4 by 6 inches (100 by 150 mm), representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum of 2 years experience with installation of similar products.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store siding on edge or lay flat on a smooth level surface. Protect edges and corners from chipping. Store sheets under cover and keep dry prior to installing.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

- A. Product Warranty: Limited, non-pro-rated product warranty.
1. HardiePlank HZ10 panels for 30 years.
 2. HardieTrim HZ10 trim for 15 years.
- B. Workmanship Warranty: Application limited warranty for 2 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: James Hardie Building Products, Inc., which is located at: 26300 La Alameda Suite 400 ; Mission Viejo, CA 92691; Toll Free Tel: 866-274-3464; Tel: 949-367-4980; Email: [request info \(info@jameshardie.com\)](mailto:request info (info@jameshardie.com)); Web: www.jameshardiecommercial.com
- B. Requests for approval of equal substitutions will be considered in accordance with provisions of Section 01600.

2.2 SIDING

- A. HardiePlank HZ10 5/16" x 8.25" Cedar Hill lap siding requirement for Materials:
1. Fiber-cement Siding - complies with ASTM C 1186 Type A Grade II.
 2. Fiber-cement Siding - complies with ASTM E 136 as a noncombustible material.
 3. Fiber-cement Siding - complies with ASTM E 84 Flame Spread Index = 0, Smoke Developed Index = 5.
 4. CAL-FIRE, Fire Engineering Division Building Materials Listing - Wildland Urban Interface (WUI) Listed Product.
 5. National Evaluation Report No. NER 405 (BOCA, ICBO, SBCCI, IBC, IRC).
 6. US Department of Housing and Urban Development Materials Release 1263d
 7. California DSA PA-019.
- B. Vented Soffit
- C. Trim:
1. HardieTrim HZ10 boards: 4/4 Boards Rustic 3/4" thick, 3.5" wide, primed.



2.3 FINISHES

- A. Factory Primer: Provide factory applied universal primer.
 - 1. Primer: Factory primed by James Hardie.
 - 2. Topcoat: Refer to Section 09900 and Exterior Finish Schedule.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If framing preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Install a water-resistive barrier is required in accordance with local building code requirements.
- D. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements.
- E. Install Engineered for Climate™ HardieWrap™ weather barrier in accordance with local building code requirements.
- F. Use HardieWrap™ Seam Tape and joint and laps.
- G. Install and HardieWrap™ flashing, HardieWrap™ Flex Flashing.

3.3 INSTALLATION - HARDIEPLANK HZ10 LAP SIDING

- A. Install materials in strict accordance with manufacturer's installation instructions.
- B. Starting: Install a minimum 1/4 inch (6 mm) thick lath starter strip at the bottom course of the wall. Apply planks horizontally with minimum 1-1/4 inches (32 mm) wide laps at the top. The bottom edge of the first plank overlaps the starter strip.
- C. Allow minimum vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.
- D. Align vertical joints of the planks over framing members.

- E. Maintain clearance between siding and adjacent finished grade.
- F. Locate splices at least one stud cavity away from window and door openings.
- G. Use off-stud metal joiner in strict accordance with manufacturer's installation instructions.
- H. Face nail to sheathing.
- I. Locate splices at least 12 inches (305 mm) away from window and door openings.

3.4 INSTALLATION - HARDIETRIM HZ10 TRIM BOARDS

- A. Install materials in strict accordance with manufacturer's installation instructions. Install flashing around all wall openings.
- B. Fasten through trim into structural framing or code complying sheathing. Fasteners must penetrate minimum 3/4 inch (19 mm) or full thickness of sheathing. Additional fasteners may be required to ensure adequate security.
- C. Place fasteners no closer than 3/4 inch (19 mm) and no further than 2 inches (51 mm) from side edge of trim board and no closer than 1 inch (25 mm) from end. Fasten maximum 16 inches (406 mm) on center.
- D. Maintain clearance between trim and adjacent finished grade.
- E. Trim inside corner with a single board trim both side of corner.
- F. Outside Corner Board Attach Trim on both sides of corner with 16 gage corrosion resistant finish nail 1/2 inch (13 mm) from edge spaced 16 inches (406 mm) apart, weather cut each end spaced minimum 12 inches (305 mm) apart.
- G. Allow 1/8 inch gap between trim and siding.
- H. Seal gap with high quality, paint-able caulk.
- I. Shim frieze board as required to align with corner trim..
- J. Fasten through overlapping boards. Do not nail between lap joints.
- K. Overlay siding with single board of outside corner board then align second corner board to outside edge of first corner board. Do not fasten HardieTrim boards to HardieTrim boards.

- L. Shim frieze board as required to align with corner trim.
- M. Install HardieTrim Fascia boards to rafter tails or to sub fascia.

3.5 FINISHING

- A. Finish factory primed siding with a minimum of one coat of high quality 100 percent acrylic or latex or oil based exterior grade paint within 180 days of installation. Follow paint manufacturer's written product recommendation and written application instructions.

3.6 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SHEET METAL FLASHING & TRIM

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE - Furnish and install all sheet metal work as shown on the drawings and as specified herein, including, but not limited to:

All flashings necessary to make the roofing waterproof.

All flashings required for window and door openings.

Rain Gutters and Downspouts

Vents and flues

PART 2 - PRODUCTS

MATERIAL:

Galvanized Sheet Metal - Shall be cold rolled sheet steel with not less than 1.25 oz. per square foot "Commercial Class" zinc coating prime finish, conforming to ASTM A-93. 24 Gauge galvanized iron unless otherwise noted.

Type B Gas Vent - Amerivent Furnace Roof Kit model # 3EK / 4EK or equivalent. Diameter to match flue pipe from furnace. (VIF 3"-4")

Rain Gutters and Downspouts – Gutters to be a 7" pre-finished seamless gutter of 26 gauge galvanized sheet metal. Color to be white. Downspouts to be 2"x3" and match the gutter. Provide leaf guard. Submit sample of leaf guard to Owner for approval.

Solder - Shall be grade 95% tin and 5% lead

Nails and Fasteners - Shall be the same material as that of items to be fastened, unless noted otherwise. Type, gauges, and lengths, etc. as required for job conditions.

PART 3 - EXECUTION

APPLICATION:

Flashing - Lap all joints a minimum of six inches and fill with a non-hardening sealant material. Coordinate installation of flashings with all trades involved. All

exposed edges shall be soldered and beaded or hemmed as required for strength and appearance. The sheet metal work shall be closely fitted neatly to the framework.

Shop prime uncoated ferrous metal and galvanized sheet steel where hereinafter specified for surfaces which are inaccessible after fabrication or installation.

Gutters and Downspouts – Attach gutters to sheathing over building felt. Provide gutter support straps not more than 48” apart. Anchor straps to rafters with 2 ½” exterior screws or 2 – 2” HDG nail. Seal all corners and end caps with sealant. Cover gutters with leaf guard leaving a 12” opening at ends and over downspouts. Attach downspouts with a minimum of two straps and not to exceed 48” spacing.

END OF SECTION

SEALANTS, CAULKING & SEALS

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE - Furnish and install all sealants, sealant back-up materials and mastics as shown on the drawings and specified herein.

PART 2 - PRODUCTS

MATERIALS:

Sealant back up Material - Formed polyurethane strip.

Interior; Butyl-based compound, smooth flowing single component architectural grade, synthetic, general purpose caulking compound, composed of 80 - 100% solids, butyl, non oily, nonhardening, curing to a tack free paintable surface in gun grade consistency. Use "DAP Butyl-Flex Caulking Compound", Prestite #432 "Butyl Caulk", A.C. Horn's "Vulcatex Elastic Caulking Compound", or approved equal. Color of caulking and sealants shall match the color of adjacent surfaces.

Mastic - Where mastic is shown on the drawings, it shall be the general purpose butyl-based caulking compound herein before specified, except that it shall be knife or trowel consistency. Exterior applications exposed to weather shall be the polysulfide sealant herein before specified in knife or trowel consistency.

Primers - Primers shall be quick-drying, colorless, nonstaining sealer of type and consistency as recommended by the manufacturer of the sealant or caulking material to be used.

PART 3 - EXECUTION

PREPARATION - Clean and or prime all surfaces of bonding areas to receive above specified materials according to the written directions of the applicable manufacturers.

INSTALLATION - Install back-up material in joints to be sealed, compressing it to one quarter of its original thickness. Joints shall have a depth of not more than half of their width, but shall be not less than 1/4". Seal all perimeters between frames and adjacent construction continuously and elsewhere as indicated on

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Sealants Caulking and Seals

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the drawings. Sealant shall be applied according to the manufactures recommendations. Remove excess sealant and leave adjacent surfaces clean.

END OF SECTION

WOOD and FIBERGLASS DOORS

PART 1 GENERAL

SUMMARY

Section Includes:

Prefinished standard and fire rated type wood doors with flush faces.
Prefit and premachine pre-finished wood doors.

Related Sections:

Section 06010 - Rough Carpentry.
Section 08110 – Steel Doors & Frames
Section 08710 - Hardware.
Section 08380 – Specialty Doors

REFERENCES

WDMA – Window and Door Manufacturers Association: IS 1-A 1997
Industry Standard for Architectural Flush Wood Doors.

NFPA-80 Standards for Fire Doors.

Uniform Building Code: UBC 7-2 1997, Fire Test of Door Assemblies.

SUBMITTALS

Shop Drawings and Product Data:

Submit in accordance with Section 01330.
Indicate general construction, jointing methods, hardware and louver locations, and locations of cut-outs for glass.

Certification:

Submit certification that doors and frames comply with UBC 7-2 1997.

QUALITY ASSURANCE

Fire-Rated Wood Doors: Provide wood doors which are identical in materials and construction to units tested in door and frame assemblies in accordance NFPA 252 and which are labeled and listed for ratings indicated by ITS – Warnock Hersey, UL or other testing and inspection agency acceptable to authorities having jurisdiction.

Doors: Comply with UBC 7-2 1997 where required.

Provide intumescent requirements in compliance with UL-10C.

WDMA I.S. 1-A 1997 Quality Standard: Window and Door Manufacturers Association Quality Standards for grade of door, core, construction, finish, and other requirements.

Temperature Rise Rating: At stairwell enclosures, provide doors which have Temperature Rise Rating of 450 degrees F maximum in 30 minutes of fire exposure.

PRODUCT HANDLING

Plastic wrap and protect wood doors during transit, storage and handling to prevent damage, soiling or deterioration. Follow the Care and Installation guidelines as described in WDMA I.S. 1-A 1997.

GUARANTY/WARRANTY

Guarantee: Provide manufacturer's guarantee for all wood doors. Guarantee period: Lifetime of original installation. Doors exhibiting defects in materials or workmanship including warp and delamination within guarantee period shall be replaced (including hanging and finishing) with new doors. These terms shall be part of the manufacturer's standard warranty.

PART 2 PRODUCTS

Exterior doors shall be Plast-Pro fiberglass DRS 60 with Plast-Pro PF synthetic jambs. Entry door shall be insulated

Interior doors shall be smooth 6 panel hollow core Masonite.

FACTORY FINISHING

Factory prime all MDO and Tempered Masonite doors.

ACCESSORIES

FABRICATION

Bevel lock and hinge edges of single acting doors 3 degrees or 1/8 inch in 2 inches. Radius strike edge of double acting swing doors as required by pivot hinge manufacturer.

Prepare doors to receive hardware. Refer to Section 08710 - Hardware and NFPA 80 for hardware requirements including UL-10C.

Prefit and bevel to net opening size less approximately 1/4 inch in width on single swing doors 3/16 inch in width for paired doors. Provide 1/4 inch clearance above finished floor, unless otherwise indicated on drawings. Provide 1/8 inch clearance at top of door. Slightly ease vertical edges.

PART 3 EXECUTION

EXAMINATION

Examine installed door frames before hanging doors. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jams and level heads. Proceed with installation only after unsatisfactory conditions have been corrected.

INSTALLATION

Handle doors in accordance with recommendations of WDMA I.S. 1-A, "Care and Installation at Job Site."

Condition doors to average temperature and humidity in area of installation for not less than 48 hours prior to installation. Store doors per recommendations of WDMA I.S. 1-A, "Care and Installation at Job Site."

Install in neat and workmanlike manner, free from hammer or tool marks, open joints or slivers. Set plumb, level, square and true. Install work after building humidity is at acceptable level. Remove and replace all doors found to be warped, twisted, bowed, or otherwise damaged. Do not install doors which cannot be properly fitted to frames.

Adjust prefinished doors and hardware and other moving or operating parts to function smoothly and correctly.

CLEANING AND PROTECTION

Clean prefinished doors and hardware.

Protect doors as directed under Section 01700.

Refinish or replace finished doors damaged during installation.

END OF SECTION

VINYL WINDOWS

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Tubular extruded poly vinyl chloride (PVC) windows of the following type(s):
 - 1. Horizontal sliding windows.
 - 2. Single-hung windows.
 - 3. Fixed and awning combination windows. See drawings.
- B. Related Sections:
 - 1. 07920 – Sealants, Caulking & Seals
- C. Alternates:
 - 1. Reference Section 01630 – Substitutions.

1.02 SUBMITTALS

- A. Reference Section 01300–Submittal Procedures; submit following items:
 - 1. Product Data.
 - 2. Shop Drawings: Include window schedule, window elevations, sections and details, and multiple window assembly details.
 - 3. Samples:
 - a. Color samples: Minimum 1x4 inch (25x100 mm) samples of PVC with integral color.
 - b. Glass, showing specified tint color.
 - 4. Quality Assurance/Control Submittals:
 - a. Qualifications: Proof of manufacturer's qualifications.
 - b. U-Factor and structural rating charts required for AAMA and NFRC labeling requirements.
 - c. Installation Instructions – AAMA 2400.
- B. Closeout Submittals: Reference Section 01700–Project Closeout; submit following items:
 - 1. Temporary window labels marked to identify windows that labels were applied to.
 - 2. Maintenance instructions.
 - 3. Special Warranties.

1.03 QUALITY ASSURANCE

- A. Overall Standards: Comply with ANSI/AAMA/NWDA 101/I.S.2, except as otherwise noted herein.

- B. Qualifications:
 - 1. Manufacturer Qualifications:
 - a. Minimum five years experience in producing vinyl windows of the type(s) specified.
 - b. Member AAMA, NFRC, SIGMA.

- C. Regulatory Requirements:

- D. Certifications for insulated glass windows:
 - 1. AAMA: Windows shall be Gold Label certified with label attached to frame per AAMA requirements.
 - 2. NFRC: Windows shall be NFRC certified with temporary U-factor label applied to glass and an NFRC tab added to permanent AAMA frame label.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver to site; coordinate w/ general contractor for storage.
- B. Follow manufacturer's instructions on label applied to windows.

1.05 WARRANTY

- A. Commercial Special Warranty:
 - 1. 10 year guarantee.
 - 2. Guarantee windows against defects in materials and workmanship including costs for parts and labor.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. Milgard Manufacturing, Inc.
101054th Avenue East
Tacoma, WA 98424

Tel: (800) MILGARD (645-4273)
(253) 922-2030
Fax: (253) 926-0848
E-mail: mgallant@milgard.com
Website:

<http://www.milgard.com/>

1. Manufacturer's Representative:
Dan Mcandrew
6050 88th Street
Sacramento, CA 95828

Tel: (916) 387-0700
Fax: (916) 379-05895
E-mail: mcandrew@milgard.com

- B. Window Series: Milgard Classic™.
- C. Substitutions: Reference Section 01630 –Product Substitution Procedures.

2.02 MATERIALS

- A. Vinyl: Integral color PVC compound containing impact-resistant solid plasticizer, titanium dioxide UV inhibitor, and surface and color stabilizers.
 - 1. Comply with ASTM D 4216 and ANSI/AAMA /NWWDA 101/I.S.2.

2.03 GENERAL PERFORMANCE REQUIREMENTS

- A. Thermal Performance: Comply with NFRC 100.
- B. Air Leakage, Water Resistance, Structural Test: Comply with ANSI/AAMA /NWWDA 101/I.S.2.
- C. Forced-Entry Resistance: Comply with CAWM 301-90.

2.04 WINDOW TYPES

- A. Horizontal Slider – 5120 Series, 1-3/8 inch (35 mm) nail fin setback:
 - 1. Frame: Minimum 3-3/8 inch (86 mm) deep, multi-chambered vinyl profile.
 - 2. Sash: Minimum 1-13/32 inch (35.8 mm) deep, multi-chambered vinyl profile.
 - 3. Sightlines: Equal for operating and fixed sash.
 - 4. Structural Class:
 - a. 6050 and smaller: HS-LC35.
 - 5. Hardware:
 - a. Nylon rollers, extruded vinyl snap-on monorail roller track.
 - b. Positive action locking mechanism.
 - 6. Weatherstripping: Fin seal polypropylene pile.

2.05 GLAZING

- A. Insulated Glass Units: ASTM E 774, Class A, 1 inch (25 mm) thick overall:
 - 1. Glazing Type: Clear/SunCoat™ Low-E.
 - 2. Spacer Bar: Aluminum spacer.

2.06 INSECT SCREENS:

- A. Provide tight-fitting screen for operating sash with hardware to allow easy removal.
 - 1. Screen Cloth: Charcoal colored fiberglass mesh.
 - 2. Frame: Cambered formed aluminum with rigid plastic corner keys.

2.07 FABRICATION

- A. Fabricate frames and sash with mitered and fusion welded corners and joints. Trim and finish corners and welds to match adjacent surfaces.
- B. Provide concealed metal reinforcement in sash frame for attaching lock mechanism.
- C. Factory inside glaze with snap-on PVC glazing stops matching interior sash and frame finish, except where field glazing is required due to large window unit dimensions (over 40 sf (3.72 m²). Units shall be reglazeable without dismantling sash framing.

2.08 FINISH

- A. Frame and Sash Color: White.
- B. Color match screen frame to frame and sash color.

2.09 SOURCE QUALITY CONTROL

- A. Inspect windows in accordance with manufacturer's Quality Control Program as required by AAMA Gold Label certification.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine openings in which windows will be installed.
 - 1. Verify that framing complies with AAMA 2400.
 - 2. Verify that fasteners in framed walls are fully driven and will not interfere with window installation.
- B. Commencement of work by installer is acceptance of substrate conditions.

3.02 INSTALLATION

- A. Install windows in framed walls in accordance with AAMA 2400.
 - 1. Provide continuous shim support along full length of sill.
- B. Do not remove temporary labels.
- C. Install insect screens on operable sash.

3.03 CLEANING

- A. Reference Section 01550–Cleaning and Cleanup.
- B. Remove temporary labels and retain for Closeout Submittals.

- C. Clean soiled surfaces and glass using a mild detergent and warm water solution with soft, clean cloths. Take care to avoid damage to protective coatings and finishes. Clean all interior and exterior PVC surfaces.

END OF SECTION

FINISH HARDWARE

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE - Provide all finish hardware complete with suitable fasteners for all work whether listed herein or not. Items not specifically mentioned, but necessary to complete the work, shall be furnished, matching in quality, design and finish, those items specified for similar locations. This Section includes the following: Hinges, Lock cylinders and keys, Lock sets, Closers, Weather-stripping for exterior doors, Thresholds.

CONSTRUCTION SCHEDULE: Cooperate with door hardware supplier in establishing scheduled dates for submittals and delivery of templates and door hardware. Incorporate in construction schedule the times and dates related to furnishing hardware by door hardware supplier.

COORDINATION: Coordinate door hardware with other Work. Furnish hardware supplier or manufacturer with shop drawings of other work where required or requested. Verify completeness and suitability of hardware with supplier.

SUBMITTALS. Clearly note on the submittal any changes from the material specified. Submit in accordance with the requirements of Section 01300.

Product data including manufacturer's technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.

Final Hardware Schedule Content: Final hardware schedule coordinated with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware. Based on hardware indicated, organize schedule "hardware sets" indicating complete designations of every item required for each door opening. Include the following information:

- Type, style, function, size, and finish of each hardware item.

- Name and manufacturer of each item.

- Fastenings and other pertinent information.

- Location of each hardware set cross referenced to indications on Drawings both on floor plans and in door and frame schedule.

- Explanation of all abbreviations, symbols, and codes contained in schedule.

- Mounting locations of hardware.

- Door and frame sizes and materials.

Templates for door, frames, and other work specified to be factory prepared for the installation of door hardware. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

PRODUCT HANDLING: Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.

Packaging of door hardware is responsibility of supplier. As material is received by hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packed in same container.

Inventory door hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.

Deliver individually packaged door hardware items promptly to place of installation (shop or Project site).

Provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items that are not immediately replaceable so that completion of the Work will not be delayed by hardware losses both before and after installation.

MAINTENANCE: Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

KEYING - The contractor may at his option provide construction cores and keys for security during construction. At closeout Contractor shall install all final cores. Review the keying system with the Owner for their standards and provide as required. As a minimum, provide two keys per lock, a master key for the project and submasters for each of the buildings. Provide key schedule.

PART 2 - PRODUCTS

MANUFACTURER - Supply hardware as shown on the hardware schedule on the drawings. Manufacturers shall be as shown on the drawings.

HARDWARE SCHEDULE - See drawings for schedule.

MATERIALS AND FABRICATION:

Manufacturer's Name Plate: Do not use manufacturer's products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise acceptable to the Owner.

Manufacturer's identification will be permitted on rim of lock cylinders only.

Base Metals: Produce hardware units of basic metal and forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units applicable ANSI/BHMA A156 series standards for each type of hardware item and with ANSI/BHMA A156.18 for finish designations indicated. Do not furnish "optional" materials or forming methods for those indicated, except as otherwise specified.

Fasteners: Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation. Do not provide hardware that has been prepared for self – tapping sheet metal screws, except as specifically indicated.

Furnish screws for installation with each hardware item. Provide Philips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.

Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work adequately to fasten the hardware securely. Where thru-bolt or use hex screw fasteners.

HINGES:

Templates: Provide only template – produced units.

Screws: Provide Philips flat – head screws complying with the following requirements:

For metal doors and frames install machine screws into drilled and tapped holes.

Finish screw heads to match surface of hinges or pivots.

Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

Out-Swing Exterior Doors: Non-removable pins.

Interior Doors: Non-rising pins.

Tips: Flat button and matching plug, finished to match leaves.

Number of Hinges: Provide number of hinges indicated but not less than 3 hinges per door leaf for doors 90 inches or less in height and one additional hinge for each 30 inches of additional height.

LOCKS AND LATCHES:

Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set, unless otherwise indicated. Provide flat lip strikes for locks with 3-piece, anti-friction latchbolts as recommended by manufacturer. Provide extra long strike lips for locks used on frames with applied wood casing trim. Provide recess type top strikes for bolts locking into head frames, unless otherwise indicated.

WEATHERSTRIPPING:

General: Provide continuous weather-stripping on exterior doors. Provide non-corrosive fasteners for exterior applications as indicated. Weather-stripping at Jamb and Heads: Provide bumper-type resilient insert and metal retainer strips, surface applied unless shown as mortised or semi-mortised, and of following metal, finish, and resilient bumper material: Extruded aluminum with natural anodized finish, 0.062-inch minimum thickness of main walls and flanges. Weather-stripping as Door Bottoms: Provide threshold consisting of contact-type resilient insert and metal housing of design and size shown and of following metal, finish, and resilient seal strip: Extruded aluminum with natural anodized finish, 0.062-inch minimum thickness of main walls and flanges.

HARDWARE FINISHES:

Match existing finishes. Take special care to coordinate all of the various manufactured items furnished under this section to ensure acceptable uniform finish.

PART 3 - EXECUTION

INSTALLATION:

Mount hardware units at heights indicated in following applicable publications, except as specifically indicated or required to comply with governing regulations.

"Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute.

"Recommended Locations for Builders Hardware for Custom Steel Doors and Frames" by the Door and Hardware Institute.

Install each hardware item in compliance with the manufacturer's instructions and recommendations. Where cutting and fitting is required to install hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation or application of surface protection with finishing work specified in the Division 9 Sections. Do not install surface-mounted items until furnishes have been completed on the substrates involved.

Set units level, plumb, and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

Set thresholds for exterior doors in full bed of butyl-rubber, polyisobutylene mastic sealant, or E.P.D.M. membrane, complying with requirements specified in Division 7 Section "Joint Sealers."

Weather-stripping: Comply with manufacturer's instructions and recommendations to the extent installation requirements are not otherwise indicated.

ADJUSTING, CLEANING, AND DEMONSTRATING:

Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made. Installed hardware shall operate smoothly with no bind or slack. Set hardware in accordance with the manufacturers written instructions.

Where door hardware is installed more than one month prior to acceptance or occupancy of a space or area, return to the installation during the week prior to acceptance or occupancy and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

Clean adjacent surfaces soiled by hardware installation.

END OF SECTION

LATH AND CEMENT PLASTER

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE - Furnish and install all lath and plaster work as shown on the drawings and as specified herein. It is intended that the finished surface shall be as smooth as possible, and that the finest grain sand usable be used in the final finish coat

REFERENCES

American Society for Testing and Materials (ASTM)
A653 Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
C150 Specification for Portland Cement
C206 Specification for Finishing Hydrated Lime
C207 Specification for Hydrated Lime for Masonry Purposes
C847 Specification for Metal Lath
C897 Specification for Aggregate for Job-Mixed Portland Cement-Based Plasters
C926 Specification for Application of Portland Cement-Based Plaster
C1063 Specification for Installation of Lathing and Furring for Portland Cement-Based Plaster
E119 Standard Test Methods for Fire Tests of Building Construction and Materials
Gypsum Association
GA-600 Fire Resistance Design Manual
Underwriter's Laboratories, Inc. (UL) Fire Resistance Directory
Uniform Building Code (UBC)
Section 2508 Table 25-C & F

SUBMITTALS

General: Submit the following in accordance with Conditions of Contract and Section 01330, "Submittal Procedures."

Product Data: Submit manufacturer's product data for each product, including data showing compliance with requirements.

Material Certificates: Submit producer's certificate for each stucco system or component indicated evidencing that materials comply with requirements.

Manufacturer's Certifications: Submit manufacturer's certification that the proposed products are compatible with each other, and with substrates for the intended applications.

Samples: Submit one (1) 48 inch x 48 inch (1220 mm x 1220 mm) minimum moveable panels at job site, for color, texture and finish, showing application and workmanship, texture, techniques and colors. Sample panel to be approved by the Architect and noted as to color and texture ranges.

Do not proceed with work until the sample stucco finish is reviewed and approved by the Architect. Maintain sample panel on project site for duration of project for comparison purposes. Remove sample upon Contract completion or when directed by the Architect.

Contractor shall provide a list of projects of similar size and complexity that he has successfully completed in the past three (3) years.

QUALITY ASSURANCE

Provide installation by a company specializing in work similar to that required on this project and with not less than three (3) years of documented experience.

Regulatory Requirements: At locations indicated on Contract documents, provide fire-rated assemblies tested in accordance with ASTM E119, as listed:

Uniform Building Code (UBC), "Section 2508 - Table 25-F"
Gypsum Association: GA-600 "Fire Resistance Design Manual"
Underwriters Laboratories, Inc (UL) " Fire Resistance Directory"

DELIVERY, STORAGE, AND HANDLING

Deliver materials in original unopened packages, containers or bundles with manufacturer's labels intact and legible.

Store materials inside, under cover and in manner to keep them dry, protected from freezing and inclement weather, direct sunlight, surface contamination, aging, corrosion, and damage from construction traffic and other causes.

Remove wet, frozen, or deteriorated materials from site.

PROJECT CONDITIONS

Environmental Requirements (Cold Weather)

Do not use frozen materials in cement plaster mixes.

Do not apply cement plaster to frozen surfaces or surfaces containing frost.

Do not apply cement plaster when ambient temperature is less than the minimum temperature recommended by manufacturer.

Environmental Requirements (Hot Weather)

Protect cement plaster from uneven and excessive evaporation during hot, dry weather.

Water mist cure basecoat a minimum of twice daily for a minimum of 48 hours.

Do not apply cement plaster when ambient temperature is above 100 degrees F (37.8 degrees C).

PART 2 - PRODUCTS

METAL LATH: ASTM C847.

Diamond Mesh: Galvanized, 3.4 lbs. per square yard (1.84 kg/m²), self-furring lath or approved equal; to be used on horizontal surfaces and as reinforcing around doors and windows, where framing members are more than 16 inches (406 mm) o.c., and elsewhere as shown on Contract documents.

Stucco Lath: Galvanized, minimum 17 gage (1.367 mm) self-furring stucco netting, or approved equal; to be used on framing at 16 inches (406 mm) o.c. or less and elsewhere as shown on Contract documents.

METAL ACCESSORIES

General: Manufacturer's suggested steel products, unless otherwise indicated as zinc alloy. Do not fill with plaster or cement.

Hot dip galvanized finish, per ASTM A653, G90.

Corner Beads: 1/8 inch (3.18 mm) diameter bead with expanded flanges.

Casing Beads: Expanded flange, J-shaped, square edge style, to suit application.

Bull Nose Corner Bead: 3/4 inch (19.05 mm) radius with expanded flanges.

Control Joints: M-shaped, with 1/4 inch (6.35 mm) slot and 1 inch (25 mm) grounds, removable tape to keep plaster out of groove, and with diamond mesh expanded flanges.

Expansion Joints: Adjustable expansion joint, free floating with adjustments from 1/4 inch (6.35 mm) to 5/8 inch (15.9 mm).

Weep Screeds: Foundation sill screed, with holes for drainage.

Fasteners: (CMU Applications) Galvanized steel fasteners of furring type and length suitable for at least 1/2 inch (12.7 mm) penetration of the brick or block substrate.

Fasteners: (Steel Stud Applications) Galvanized steel furring nails and or screws, of type and length suitable for at least a 2/3 inch (17 mm) penetration of the steel stud system.

Soffit Vent: Provide soffit vents as indicted on Contract documents.

Drip Screed: Provide drip screed at all exterior drip edges, stucco overhangs and elsewhere as indicated on Contract documents.

WEATHER RESISTIVE BARRIER SYSTEM:

DuPont Tyvec Stucco Wrap with DuPont Straight Flash adhesive flashing tape at window and door penetrations. Install per Manufacturer's written instructions.

CEMENT - Portland Cement, ASTM C150 Type II, low alkali

HYDRATED LIME - ASTM C-206 Type S

BONDING AGENT - Type recommended for bonding plaster to cement conforming to ASTM C 631

GAUGING PLASTER - ASTM C-28

SAND - Natural or manufactured sand, clean and graded. ASTM C144-66T, in accordance with ASA Specifications A42.3 1946

WATER - Fresh, clean, and potable, and free from such amounts of mineral and organic substances as would adversely affect the hardening of cement mortar.

PART 3 - EXECUTION**INSPECTION:**

Base Coat: Verify that surfaces to be plastered are free of dust, loose particles, oil and other deleterious materials which would affect bond or proper hydration of cement plaster. Verify that lath is tight, properly secured and overlapped, and that all accessories are properly set and secured. Examine substrates, grounds and accessories to ensure that finished plaster work will be true-to-line, plane, level and plumb.

Verify that masonry and concrete surfaces to receive direct bond applications of plaster base coats are rough, and otherwise properly prepared to provide adequate bond. Correct any deficiencies prior to plaster application.

Finish Coat: Verify that surfaces to receive exterior wall finish coat are free of dust, loose particles, oil and other deleterious materials which would adversely affect bond of exterior wall finish.

Examine base coats, grounds and accessories to ensure that finished work will be true-to-line, plane, level and plumb.

PREPARATION : Coordinate work and provide protective coverings to protect adjacent surfaces from soiling and damage. Protect substrate surfaces and adjacent finished surfaces installed prior to plastering. Maintain protection in place until completion of work. Protect finished work, when stopping for the day or when completing an area, from inclement weather.

MIXING

General: Mix cement plaster in accordance with manufacturer's written instructions and recommendations.

Accurately proportion pre-mixed, pre-sanded base coat materials with water for each plaster batch with measuring devices of known volume.

Size batches for complete use within maximum of one hour after mixing.

Retemper plaster stiffened from evaporation per manufacturer's instructions, but do not use or retemper partially hydrated cement plaster.

Do not use frozen, caked or lumpy materials, and remove such materials from job site immediately.

Withhold 10 percent of mixing water until mixing is nearly complete, then add as needed to produce desired working consistency.

Do not add non-approved admixtures such as liquid soap to enhance the mix.

Mechanical Mixing: Mix materials with machine driven paddle.

Clean mixer of set or hardened materials before loading new batch.

Maintain mixer in continuous operation while adding materials.

Conform to mixing sequence, cycle of operations, and time recommended by the manufacturer of the basecoat mix materials.

Hand Mixing: Do not hand mix materials unless authorized by the Architect.

INSTALLATION OF METAL LATH

Metal Lath: ASTM C1063

All lath should be attached to framing members at spacing of not more than 6 inches (152.4 mm) o.c., 2 inches (50.8 mm) maximum from longitudinal edges, in accordance with UBC, Table 25-C.

Wire-tie expansion joints to mesh.

Provide supplementary blocking, bracing, and framing as required to support edges of lath and behind fixtures, hardware, and accessories shown to be attached to plaster construction.

Grounds and Screeds: Install grounds and screeds as indicated on Contract documents, but in no case shall grounds and screeds be installed further than 8 feet (2.44 m) on center to ensure accurate rodding of plaster to true surfaces. Install lath with long edges perpendicular to supports. Install lath continuously around internal corners, avoid separate lath reinforcement accessories.

Isolation: Make provisions for movement of building structure to prevent transfer of structural load or movement to the lath and plaster work. Wire tie all expansion joints. Rigid mechanical fastening of expansion joints is prohibited.

INSTALLATION OF ACCESSORIES AND TRIM

Comply with referenced installation standards for provision and location of plaster trim and accessories. Miter or cope trim and accessories at corners. Install trim and accessories in proper alignment and with tight joints between pieces. Install trim and accessories where indicated on Contract documents, and as follows:

Corner Beads: External corners.

Casing Beads: At terminations of plaster which abuts windows, doors, walls or other terminations.

Control Joints: At locations indicated, as recommended by plaster manufacturer, and at exterior work at spacing not to exceed 8 feet (2.44 m) on center where surface is continuous plane.

Expansion Joints: At locations indicated, and as follows:

Changes of substrate construction.

Where control or movement joints occur in substrate construction.

Where wings of L-, T- or U-shaped surfaces join.

APPLICATION OF EXTERIOR CEMENT PLASTER:

GENERAL REQUIREMENTS - Exterior cement plaster shall be applied in a three coat process to a minimum of 7/8" thickness. Allowable Tolerances: Maximum deviation from true plane 1/8 inch (3.18 mm) in 8 feet (2.44 m) as measured by straight edge placed at any location on surface. Interrupt cement plaster only at junctions of plaster planes, at openings, or at control joints. Apply each plaster coat to an entire wall or ceiling panel (control joint to control joint) without interruption to avoid cold joints and abrupt changes in the uniform appearance of succeeding coats

Scratch and brown coats of cement plaster shall consists of ingredients proportioned as follows: 1 part portland cement to not less than 3 parts aggregate, and not more than 10 % of lime putty. Finish coat shall be mixed as recommended by the manufacturer to provide a uniform texture matching the approved sample. Finish coat for smooth trowel finish shall consist of 1 part Portland Cement to not less than 3 parts fine aggregate and not more than 20% lime putty. The use of detergents or other adulterants will not be permitted. Areas which have been treated with such agents shall be removed and replastered at the contractors expense.

SCRATCH COAT - Shall be applied to a minimum thickness of 3/8", completely embedding lath. Before scratch coat has set, it shall be well cross-bar scratched to provide a strong bond. Scratch coat shall be dampened and cured 48 hours before brown coat is applied with a fog spray.

BROWN COAT - Shall be applied to a minimum thickness of 1/4" to 3/8". Scratch coat shall be dampened evenly with a fog spray to obtain uniform suction before the brown coat is applied. Brown coat shall be applied to scratch coat with sufficient pressure to force the plaster into scratches and shall be brought to plumb, true, and even surfaces, but left in a rough texture. When set sufficiently, brown coat shall be floated with a dry float. Fog spray for 48 hours. Intervals between application of brown coat and finish coat shall be at least 14 days of dry weather.

FINISH COAT – Integral color acrylic coat, medium texture. Custom color to match exterior colors shown on drawings. Shall be laid out to permit completion of entire surface in one operation. Finish coat shall be applied to a minimum thickness of 1/8" or in such thickness as may be necessary to insure full thickness as required for this work. Prepare Brown Coat per manufacturers written instructions before applying finish coat.

CUTTING AND PATCHING - Cut, patch, point-up and repair stucco as necessary to accommodate other work and to repair cracks, dents and imperfections. Repair or replace work, at the discretion, to eliminate blisters, buckles, excessive crazing and check cracking, dry-outs, efflorescence, sweat-outs and similar defects, and where bond to the substrate has failed. Point-up plaster around trim and other locations where plaster meets dissimilar material. Match patch of defective or damaged plaster to existing work in form & texture.

CLEANING AND PROTECTION - Remove temporary protection and enclosure of other work. Promptly remove stucco from door frames, windows, and other surfaces which are not to be stuccoed. Repair floors, walls and other surfaces which have been stained, marred or otherwise damaged during the stucco work. When stucco work is completed, remove unused materials, containers and equipment and clean grounds of stucco debris.

Provide final protection and maintain conditions, in a manner suitable to Contractor that ensures that stucco work will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

GYPSUM WALLBOARD

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE – Furnish and install gypsum wallboard and related items as shown in the drawings and as specified herein at interior window and door jambs. Also included is the finishing of all existing gyp. board for new finishes. Finishes match existing areas being repaired.

PART 2 - PRODUCTS

MATERIALS:

Gypsum Wallboard - Manufactured by U.S. Gypsum or approved equal. 4' wide and in lengths as long as practical to eliminate excessive joints. Non-rated Board. 1/2" thick with tapered edges.

Joint Systems - All joints systems, including tape, compound and water resistant sealant shall be as recommended by the gypsum board manufacturer.

Fasteners - 1 1/4" type W bugle head screws for use with power driven tools as manufactured by U.S. Gypsum. Fastening as per UBC Table 47-G.

Exposed edges of wallboard shall be trimmed with USG #200-A metal trim.

PART 3 - EXECUTION

WALLBOARD - Cut board neatly to obtain neat and uniform joints. Install wallboard to ceiling areas first. Application shall be by horizontal method with the ends centered on bearing surfaces. Stagger end joints of adjoining panels. Screws shall be not less than 3/8" from edges and ends and shall be spaced a maximum of 6" on center on ceilings and 7" on center on walls. Set screws slightly below surface, but do not break paper face.

JOINTS AND CORNERS - All joints and corners to be treated in accordance with the manufacturers recommendations. Exposed joints, screw head depressions or any defects incurred during installation of wallboard shall be finished with tape and cement. External corners shall be protected and finished with a metal corner bead. Internal corners shall be finished with tape and cement. Metal edge trim shall be installed at the intersection of the wallboard and dissimilar material.

FINISHES - Finishing applies to all gyp. board surfaces, whether new or existing.
All wall surfaces to be spray and knockdown.

END OF SECTION

CERAMIC TILE

PART 1 - GENERAL

SCOPE: Furnish and install as shown on Drawings and specified herein.

QUALITY ASSURANCE

Tile Council of America (TCA) Handbook for Ceramic Tile Installation.
American National Standards, Inc. (ANSI).

SUBMITTALS:

Manufacturer's Data: Manufacturer's data consists of specification data printed and provided by the manufacturer of the specified item and provide complete descriptive information.

Samples:

Palette of manufacturer's standard colors for each type of tile.
One full size sample of each type of trim shapes and accessories.
Four full size tile, type specified.
Maintenance instructions.
Extra stock.

PRODUCT DELIVERY AND STORAGE: Materials shall be delivered to the project site in manufacture's original unopened containers with seals unbroken and labels and hallmarks intact. materials shall be kept dry, protected from weather and stored under cover.

ENVIRONMENTAL REQUIREMENTS: Ceramic tile work shall not be performed unless the ambient temperature is at least 50 degrees F. Temperature shall be maintained above 50 degrees F. while the work is being performed and for at least seven days after completion of the work.

PART 2 - PRODUCTS

TILE/STONE: Interior: Bathroom: 12"x12" Porcelain Tile, CMRPB (textured)
Color as specified by OWNER

PART 3 - EXECUTION

INSPECTION: Examine surfaces which will receive setting bed, tile, and accessories. Do not proceed with work until defects or conditions which would adversely affect quality, execution, and permanence of finished tile work are

corrected. Maximum deviations of substrate surfaces (when a tile mortar bed is to be installed over the substrate).

Sub-Floor Surface: 1/8" in 10'-0.

Vertical Surfaces: 1/4" in 8'-0".

Deflection shall not exceed 1/360 of the span.

Maximum allowable variations where tile are to be thin set directly to substrate. Do not exceed the following deviations from level and plumb, and from elevations, locations, slopes, and alignments shown.

Floors: 1/8" in 10'-0", any direction.

Walls: 1/8" in 8'-0" any direction.

Condition of Surfaces to Receive Tile: Assure that surfaces to receive tile are firm, dry, clean, and free of oily or waxy films and curing compounds. Verify that grounds, anchors, plugs, recess frames, bucks, and electrical and mechanical work in or behind tile has been installed before proceeding with the tile work. Protection: Protect adjacent surfaces prior to beginning tile work.

GENERAL: Proprietary Materials: Mix and use in accordance with manufacturer's printed instructions. Prepare surfaces, set, fit, grout, and clean tile work in accordance with referenced standards Allowable Variations in Finish Work: Do not exceed the following deviations from level and plumb, and from elevations, locations, slopes, and alignments shown. Grout joints to be 1/8" or as required to match existing tile.

INSTALLATION METHOD

Comply with the following TCA methods using material specified:

- Interior Wall Surfaces: TCA W243 over gypsum board.
- Interior Floor Surfaces: TCA F113 over concrete.
- Exterior Wall Surfaces: TCA W243 over gypsum board.
- Exterior Floor Surfaces: TCA F114 over concrete.

WORKMANSHIP: Lay tiles in patterns shown on drawings. Determine locations of all joints prior to start of work. Layout all work so as to minimize cuts less than 1/2 in size and as shown on Drawings. Locate cuts so as to be least conspicuous. Align all joints to give a straight, uniform grout line. Use all products in strict accordance with manufacturer's recommendations and directions. Smooth all exposed cut edges. Miter edges where shown on Drawings. Clean all cut edges prior to installation. Fit tile neatly against finished surfaces and trims.

GROUTING: Tile shall be firmly set before grouting. This requires at least 48 hours. Remove any spacers or ropes before grouting. Remove all glue from face mounted tile before grouting. Follow proprietary grout manufacturer's directions. Use a grout of type and mix as herein before specified; force maximum amount of grout into joints (refer to Section A.2.1.14 of the American national Standard Specifications of the Installation of Ceramic Tile). Clean the joints of cushion edge tile to depth of cushion. Fill joints of square-edge tile flush with surface. Fill all gaps and skips. Do not permit mortar to show through grouted joints. Finished grout shall be uniform in color, smooth, and without voids, pin holes, or low spots. Tile shall be clean. Upon completion of setting and grouting, thoroughly sponge and wash tile. Finally polish glazed tile with clean, dry cloths.

CURING: Damp cure all tile installations including Portland cement grouts for 72 hours minimum.

END OF SECTION

RESILIENT FLOORING

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE - Resilient stair treads and risers and landing tile - The Contractor shall, prior to bidding, review the site conditions, and if necessary provide for all patching and leveling required to install the flooring materials. The floor shall be leveled to a tolerance of not greater than 1/8" in 8'.

SUBMITTALS - Submittals of samples are not required unless products used are not as specified.

ENVIRONMENTAL REQUIREMENTS: Materials and space to receive materials shall be maintained at 70 degrees F for a minimum of 48 hours prior to and after installation. Humidity shall not exceed 45% The floor slab shall have a moisture content at or below that specified by each manufacturer of each product. Test the slab moisture content with a Delmhorst or equal moisture meter.

WARRANTY: Manufacturer's Warranty: Submit executed copy of resilient flooring manufacturer's "Limited Service Warranty" agreement signed by an authorized representative of manufacturer. Provide form that was published with product literature as of date of Contract Documents.

Warranty Period: 2 year from date of Substantial Completion.

The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

Floor Tiles at Stair landings- Flexco solid vinyl tile, hammered finish color as selected by the owner and located as per the drawings.

Treads and Risers - Flexco Vinyl Tread Standard Safety Rib (LVT) and RSV riser to match color selected for treads.

Adhesives - As recommended by the manufacturer.

PART 3 - EXECUTION

GENERAL REQUIREMENTS - Materials and space to receive materials shall be maintained at 70 degrees F for a minimum of 48 hours prior to and after installation. Immediately prior to installation of resilient flooring thoroughly dry and broom clean underlayment. Ensure that the surface is free of grease, oil, paint, varnish curing compounds hardeners, or any foreign matter that will impair adhesion or show through the finish flooring. Fill holes, joints, cracks, and all irregularities in the underlayment with joint filler. Ensure a surface that is level to within a tolerance of 1/8" in 8'.

INSTALLATION:

STAIR LANDING TILE - Install with adhesives in a manner to assure solid contact with the slab and to provide a smooth, even finished surface. Seal around pipes and other vertical surfaces with adhesive. Flooring to be free from blisters, cracks, protruding particles, embedded foreign materials, or other foreign defects affecting its service ability or appearance.

TREADS AND RISERS - Apply with adhesive. Install so as to assure full adhesion over 100% of the surface.

FINISHING - After flooring and base materials have set sufficiently to become seated, wash with neutral cleaner to remove excess mastic/adhesive. Floor is to be sealed and waxed and buffed as per the manufacturers recommendations. Leave floor clean, free of debris, waste and defects.

END OF SECTION

CARPETING

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE - General Contractor responsible for preparation of floor. Contractor to provide all carpeting and accessories complete, in place, as shown on the drawings and as specified herein, and as required for a complete and proper installation. General Contractor responsible for final cleaning.

SUBMITTALS: Sample are not required unless material to be used is not specified herein. Conform to the requirements of Section 01300.

DELIVERY, STORAGE, AND HANDLING: General: Comply with the Carpet and Rug Institute's CRI 104, Section 5: "Storage and Handling". Store materials on-site in original undamaged packages, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Lay flat, with continuous blocking off ground.

PROJECT CONDITIONS: Space Enclosure and Environmental Limitations: Do not install carpet until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy. Subfloor Moisture Conditions: Moisture emission rate of not more than 3 lb./1000 sq. ft./24 hours when tested by calcium chloride moisture test in compliance with CRI 104, 6.2.1, with subfloor temperatures not less than 55 deg F. Subfloor Alkalinity Conditions: A pH range of 5 to 9 when subfloor is wetted with potable water and pHDrion paper is applied.

WARRANTY: General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the contractor under requirements of the Contract Documents. Warranty Period: 3 years from date of Substantial Completion.

PART 2 -PRODUCTS

CARPET:

Manufacturer is Shaw, Mustang series, Owner will select color.

PAD:

Pad should be 6lb rebond.

CARPET BASE: General - All base shall be the product of one manufacturer.
Materials - The base shall be as per drawings. Owner will select color

Adhesives: Water-resistant, mildew-resistant, non-staining type to suit products and subfloor conditions indicated and to comply with flammability requirements for installed carpet as recommended by the Carpet manufacturer.

Carpet Edging (If conditions require) - Extruded vinyl to suit conditions. Owner will select color.

PART 3 - EXECUTION

GENERAL REQUIREMENTS, PREPARATION - Materials and space to receive materials shall be maintained at 70 degrees F for a minimum of 48 hours prior to and after installation. Immediately prior to installation of flooring, General Contractor to thoroughly dry and broom clean underlayment. Ensure that the surface is free of grease, oil, paint, varnish curing compounds hardeners, or any foreign matter that will impair smooth contact or show through the finish flooring. General Contractor is to fill holes, joints, cracks, and all irregularities in the underlayment with joint filler. General Contractor responsible for a clean, smooth slab, with the maximum grade difference to be 1/8" in 8'-0".

EXAMINATION: Examine subfloors and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting performance of carpet. Do not proceed with installation until unsatisfactory conditions have been corrected.

Verify that subfloors and conditions are satisfactory for carpet installation and comply with requirements specified in this Section and those of the Carpet manufacturer.

PREPARATION: Comply with carpet manufacturer's installation recommendations to prepare substrates indicated to receive carpet installation. Level subfloor within ¼ inch to 10 feet, non-cumulative, in all directions. Sand or

grind protrusions, bumps, and ridges. Patch and repair cracks and rough areas. Fill depressions. Use leveling and patching compounds to fill cracks, holes, and depressions in subfloor as recommended by the Carpet manufacturer. Remove subfloor coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone. Broom or vacuum clean subfloors to be covered with carpet. Following cleaning, examine subfloors for moisture, alkaline salts, carbonation, or dust.

~~Concrete-Subfloor Preparation: Apply concrete-slab primer, according to manufacturer's directions, where recommended by the Carpet manufacturer.~~

INSTALLATION: Standard padded carpet installation. Install per Manufacturers instruction. Comply with carpet manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Do not bridge building expansion joints with continuous carpet. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings. Cut, fit closely, evenly at walls and under thresholds. Make cutouts for all items passing through carpet in neatest possible way. Coordinate work with other subcontractors.

CLEANING: Perform the following operations immediately after completing installation: Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer. Remove loose threads with sharp scissors. Vacuum carpet using commercial machine with face-beater element cleaning dirt and debris from carpet surfaces. Leave entire surface clean, free from ripples, scallops, and puckers.

PROTECTION - Comply with CRI 104, Section 15: "Protection of Indoor Installation". Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure carpet is without damage or deterioration at the time of Substantial Completion. At the completion of carpet installation, after entire surface has been cleaned of debris, entire carpet is to be sealed with Carpet Mask to protect the carpet during the remainder of construction. Contact Owner to coordinate when the Carpet Mask should be removed from the carpet and a final cleaning completed.

END OF SECTION

PAINTING

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

~~SCOPE~~ - The work of this section shall include all labor, material, equipment, scaffolding, and other equipment as required for the cleaning and surface preparation to receive painting and for all finish painting as herein specified. Included in this section is finish of the sealed concrete floors.

COLORS AND SAMPLES - Colors to be as shown on drawings. Provide 8" x 11" painted samples of each color. All painted samples and stain samples to be approved by Owners' representative prior to starting painting or staining.

OVERSTOCK: Supply a minimum of 2 gallons of each final paint color used. Provide 1 gallon of sealer used on plywood. Provide 1 gallon on sealer used on floor. Provide in clean, sealed containers, clearly marked. These are to be delivered to the Owner at the Punch List.

PART 2 - PRODUCTS

GENERAL - All materials as herein specified shall be by manufacturers as shown on the drawings. It is the responsibility of the General Contractor to check availability. Undercoat and systems shall be of the same manufacture as the final coat. All materials specified by Brand Name or Brand Manufacture or selected for use under the above clause shall be delivered unopened at the job in their original containers.

No paint, varnish or stain shall be reduced or applied in any way except as herein specifically called for, or recommended by the manufacturer. Should conflict occur between specifications and manufacturer's recommendations and/or standard practice, notify Architect prior to bidding work for clarification.

DRYWALL PAINT PRIMER: Sherwin Williams Acrylic Primer

DRYWALL PAINT - FINISH: Sherwin Williams latex or equal in manufacturer's line as specified on drawings. Substitutions will not be allowed unless product line is not available locally. Color selection by owner

CONCRETE FLOOR SEALER: "Thoroshield" as manufactured by Thoro System Products 800/327-1570.

FERROUS METALS - PRIMER: Devoe Devguard 4160 Primer.

GALVANIZED METALS - PRIMER: Devoe Devguard 4160 Primer.

FINISH ON FERROUS AND GALVANIZED METALS, ALUMINUM: Sherwin Williams – 100% Acrylic Flat Finish.

FINISHING SCHEDULE:

SURFACE	SHEEN	TYPE	MATERIAL
All painted gyp board	Flat	Latex	1 coat primer
		Latex	2 coats finish
Sealed Concrete Floors -No Stain	Semi gloss	Alkyd	2 coats sealer
Ferrous Metals	Semi gloss	Alkyd	1 coat primer
		Latex	2 coats finish
Galvanized Metals	Semi gloss	Acrylic	1 coat primer
		Latex	2 coats finish
Aluminum	Semi gloss	Acrylic	1 coat primer
		Latex	2 coats finish
All Exterior Plaster	Flat	Latex	1 coat primer
		Elastomeric	2 coats finish
All painted gyp board	Satin	Latex	1 coat primer
		Latex	2 coats finish
Doors - Primed	Semi gloss	Alkyd Latex	1 coat primer 2 coats finish

PART 3 - EXECUTION

GENERAL - All necessary scaffolding shall be furnished by the Painting Sub-Contractor. Such scaffolding shall conform to regulations of the State Industrial Accident Commission and Local Ordinances.

WORKMANSHIP: Each coat of paint shall be applied at proper consistency and brushed evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping of paint on glass or hardware. Paint to be sharply cut to lines. Make allowances for multiple coats to provide a smooth uniform final finish color. It is the responsibility of the Painting Subcontractor to provide a uniform final finish, regardless of number of coats called out in the finishing schedule.

Provide protective covers or drop cloths to protect floors, fixtures and equipment. Care shall be exercised to prevent paint being spattered on to surfaces that are not to be painted. Surfaces from which such paint cannot be satisfactorily removed, shall be painted or repainted, as required to produce a finish satisfactory to the Architect.

PROTECTION OF WORK: The Painting Sub-Contractor shall take the necessary steps to protect his work and the work of other Contractors during the time his work is in process and the Contractor shall be responsible for any and all damage to the work, or property, of other Contractors caused by his employees or by himself.

CONDITION OF SURFACES: No exterior painting or interior finishing shall be done under conditions which jeopardize the quality or appearance of painting or finishing. Environmental conditions shall be maintained as specified by manufacturer for each product.

The Painting Sub-Contractor shall examine all the surfaces to be finished under this contract and see that the work of other Trades has been left or installed in satisfactory condition to receive paint, stain or specified finish. Before starting work notify Architect in writing of any surfaces unsatisfactory for proper finishing. The application of the first coat of any finishing process shall constitute acceptance of the surface.

STORAGE OF MATERIALS - The painting Sub-Contractor shall store all painting materials and equipment, not in immediate use, in a room or rooms assigned for that purpose. Receiving and opening of all painting materials and mixing shall be done in this room.

All necessary precautions shall be taken to prevent fire. Rags, waste soiled with paint shall be removed from the premises at the end of each day's work, or stored in metal containers with metal covers.

PRIMING AND BACK PRIMING - Wood frames, trim and other woodwork installed against masonry, concrete or plaster shall be back primed.

First coat of paint, stain or finish to be applied as soon as possible after woodwork is fitted and erected. Shop coats of paint shall be touch up prior to application of priming called for in this specification.

PREPARATION OF SURFACES - All surfaces shall be in proper condition to receive finish. Woodwork to be hand sanded and dusted clean. All knotholes, pitch pockets or sappy portions to be shellacked, or sealed with knot sealer. Nail holes, cracks or defects to be carefully puttied after first coat, with putty matching color of stain or paint.

Interior woodwork finishes shall be sanded between coats. Cracks, holes or imperfection in plaster to be filled with patching plaster and smoothed off to match adjoining surfaces.

Plaster or masonry shall be dry before any sealer or paint is applied. After primer-sealer coat is dry, all visible suction spots shall be touch up before applying succeeding coats. Work is not to proceed until all such suction spots are sealed. In case of presence of high alkali conditions, surfaces should be washed to neutralize. Metals shall be clean, dry and free from mill scale and rust. Remove all grease and oil from surfaces.

Concrete and brick surfaces shall be wire-brushed clean. Surfaces which are glazed or where traces of parting compound are present shall be sandblasted or acid etched. Upon completion of sandblasting or acid etching the architect shall be notified in writing by the painting contractor that all glaze and/or parting compound has been completely removed.

CLEAN UP - Remove all paint and stains from all other finished surfaces, glass, floors, etc., upon completion of the painting. Remove all waste and empty containers from the building.

END OF SECTION

LOUVERS & VENTS

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SUBMITTALS -- Shop Drawings - Submit shop drawings to the Architect for review in accordance with the Section 01300. Show elevations and erection details including cuts, copes, wall connections, holes, and threaded fasteners.

PART 2 - PRODUCTS

ROOF VENTS:

'Winged Dormer' by C&J Metal products, Inc. Phone: 800-500-8660 / 562-634-3101 Fax: 562-634-8823 Website: www.cjmetals.com

Net free minimum ventilation area per dormer: 58 inch.

EAVE VENTS:

'Plyco Eave Vents' by Plyco, models 3224 / 3224-S.
Phone: (209) 874-2302 Fax: (209) 874-1884 Toll free: (800) 223-6067 Website: www.plycovents.com

Net free minimum ventilation area per vent: 33 inch.

PART 3 - EXECUTION

Install as indicated on the drawings for a weathertight installation.

END OF SECTION

TOILET ACCESSORIES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SUBMITTALS - Provide only if materials proposed to be supplied are not as indicated herein. If submittals are required, supply in accordance with Section 01300.

PART 2 - PRODUCTS

GENERAL - Products shall be complete with items necessary to provide secure mechanical attachment as approved.

ACCESSORIES - Products shall be as manufactured by HD Supply Facilities Maintenance or equivalent. Medicine Cabinet by Nutone or equivalent.

Mirror	24" x 24"
Medicine Cabinet	by Nutone J169024CH
Towel Bar	HDS Part #818730, 3/ 4" x 18"
Towel Ring	HDS Part #818830, Franklin Brass #1416
Toilet Tissue Dispenser	HDS Part #818840
Shower Rod	HDS Part #822510, Mfg #M6075

PART 3 - EXECUTION

PREPARATION - Provide recesses, anchorage and backup blocking in rough carpentry, Section 06100.

INSTALLATION - Install as a part of the work of Section 06200.

CLEANING AND REPAIRING - Upon completion of the installation remove all manufacturers temporary labels, marks of identification and thoroughly wash all surfaces. Leave all work in a neat orderly fashion. repair damaged parts and surfaces which are not free from imperfections.

END OF SECTION

Residential Appliances

The requirements of the General Conditions and Division 1 apply to all work hereunder.

PART 1 - GENERAL

SCOPE - General Contractor responsible for preparation of all surfaces to receive specified equipment including walls, ceilings and floors. General Contractor is responsible for coordinating all required electrical, plumbing and HVAC supplies, drainage and exhausts for the specified equipment. Provide installation and connection of all specified equipment. Provide copies of operating instructions, guarantees and warranties in a binder at the project closeout per Section 01700.

SUBMITTALS - Provide manufacturers catalog materials in accordance with Section 1300 for all equipment. Requests for approvals of substitutions must be clearly identified and a comparison of features of both the specified and the requested substitution must be included.

JOB CONDITIONS - Store material under cover and protect from damage. Verify the job dimensions prior to supplying of products. Measurements requirements and coordination for equipment installation including required utility hookups are the General Contractor's responsibilities.

PART 2 - PRODUCTS

Supply all equipment and accessory items required for the complete installation of the listed equipment as specified by the OWNER, including anchoring devices, electrical and plumbing and HVAC connections.

Items include but not limited to:

- Gas Range Range - (to be supplied & Installed by Housing Authority)
Whirlpool RGB508PPH or Equivalent
- Washer
- Dryer
- Microwave
- Dishwasher
- Refrigerator - (to be supplied & Installed by Housing Authority)
Whirlpool GTR18BBS or Equivalent
- Range Hood – 30" Stainless Steel, 7" Round Vent, Two-Speed Fan & Light, 190 CFM, 6.0 Sones. Acceptable Product: Broan 423004, HD Supply # 281405 or Equivalent.

- Garbage disposal

PART 3 - EXECUTION

Transportation and Storage - Handle and store products during shipping to the job and at the jobsite in such a manner as to prevent damage to products or marring of finishes. Replace any damaged products.

Install in accordance with the manufacturers recommendations and connect to all required utilities. Test all equipment. General Contractor responsible for final cleaning.

END OF SECTION