

**DAYTON METROPOLITAN HOUSING AUTHORITY dba  
GREATER DAYTON PREMIER MANAGEMENT**  
400 WAYNE AVENUE, P O BOX 8750 DAYTON, OHIO 45401-8750  
PHONE: 937-910-7613

**QUOTATION REQUEST**

**THIS IS NOT AN ORDER**

RFQ: # 14-06  
Date: January 30, 2014

Prospective Quoter's:

Please complete the following for your quotation to be accepted:

1. **Signed Quotation Request Page (this page), Section 3 Forms, MBE Participation and Quote Form** must reach us by **Wednesday February 12, 2014 at 12:00 p.m.**

We are exempt from Federal Excise and Ohio Sales Tax.

Roderick Long  
Contract Administrator

**DESCRIPTION**

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The job site is located at GDPM's Mount Crest Site, 700 Mount Crest Ct. in Dayton, Ohio. Contractor shall provide all necessary labor, material; supplies and equipment needed to complete the work described in the attached Scope of Work.

Any suspected discrepancies should be brought to the attention of GDPM prior to submitting a proposal. Any questions should be brought to the attention of Roderick Long @ [compliance@gdpm.org](mailto:compliance@gdpm.org), Monday through Friday, between the hours of 8:30 a.m. and 5:00 p.m.

**A pre-quote meeting and site visit has been scheduled for Tuesday, February 4, at 11:00 am at Mount Crest Community Room, 700 Mt. Crest Ct. Meeting contact: Shawn Thomas @ 937-875-0340.**

Please e-mail quote to [compliance@gdpm.org](mailto:compliance@gdpm.org) or fax quotations to Roderick Long at 937-910-7628 by 12:00 p.m. on or before the day outlined above. No bid opening will be conducted. Results will be posted on [gdpm.org](http://gdpm.org).

GDPM will award the contract to the lowest, responsible and responsive Quoter, but reserves the right to waive any informality in the quoting process. GDPM also reserves the right to use information such as vendor's previous experience with the supply or service being purchased and the vendor's past performance with GDPM (from customer surveys) to evaluate this quotation.

Contractor shall be responsible for obtaining and paying for all permits and inspections necessary to complete all work related to the specifications. All work shall comply with Federal, State and Local codes.

Contractor shall repair any damage done by their employees in the performance of this work at no expense to GDPM.

Please reference the attached Scope of Work, Estimate Sheet, General Conditions for Small Construction Development Contracts (HUD Form 5370-EZ (10/06)), Section 3 Forms, MBE Participation and Prevailing Wage Rate attached for more detailed requirements.

If favored with a contract, we agree to furnish the items enumerated in the scope of work at the pricing submitted and under the conditions indicated. We also agree to provide GDPM with a completed Form W-9.

Federal I.D. #: \_\_\_\_\_ Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Flooring Abatement/Replacement  
Mount Crest Court OH5-21A AMP 4

# Quote Form

To: Greater Dayton Premier Management  
400 Wayne Avenue  
Dayton, Ohio 45410  
Phone: 937.910.7500 Fax: 937.222.3554

Having carefully read and examined the "Scope of Work", "Specifications", "Plans", and any addendum for:

## Flooring Abatement/Replacement Mount Crest Court OH5-21A AMP 4 Dayton, Ohio 45403

As prepared by:  
RDA Group Architects, LLC.  
7945 Washington Woods Drive  
Dayton, OH 45459  
Phone: 937.610.3440  
Fax: 937.610.3441

And having inspected the premises and all conditions affecting the work, the undersigned proposes to furnish all materials and perform all labor necessary for the performance and completion of the work indicated below, all in compliance with the documents named above, and further agrees that each separate item of trade or employment further agrees that, if any or all of said bids are accepted, he will enter into a Contract according to the form required by the Owner for the faithful performance of the labor and the furnishing of all materials included in such bid or bids so accepted.

Submitted by: \_\_\_\_\_  
Contracting Firm

Having read and examined the Contract Documents, prepared by the Associate for the above-referenced Project, and the following Addenda:

Addendum No.	Date of Receipt
_____	_____
_____	_____
_____	_____

Flooring Abatement/Replacement  
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MBE Participation: GDPM has established goals of twenty-five (25%) Minority Business Enterprise Participation.

To achieve this goal, contractors are encouraged to engage in joint ventures with MBE's to include MBE's as subcontractors, and utilize other initiatives that enhance opportunities for MBE's.

Should the contractor be unable to achieve this goal, supporting documentation and notarized affidavits, indicating MBE's date of notification, MBE's date of response, nature of response or no response. Provide conclusion as to why the bid submitted does not meet MBE requirements.

The bid submittal includes a minimum of 25% MBE Participation: \_\_\_\_\_ Yes \_\_\_\_\_ No

Quoter's Initials \_\_\_\_\_

### 1. QUOTE:

#### A. **BASE QUOTE – FLOORING ABATEMENT/REPLACEMENT - Mount Crest Court OH5-21A AMP 4: Divisions 1-32, all work inclusive**

Labor	\$ _____	\$ _____
Material	\$ _____	\$ _____
Deteriorated Framing Allow	\$3,000 _____	\$Three thousand dollars _____
Temporary Reloc. Allow	\$26,000 _____	\$Twenty Six Thousand dollars _____
Total	\$ _____	\$ _____

Contractors Note the Following:

- A. Project is intended for award to one contractor for the base bid with consideration of the alternates listed.
- B. Unit Prices: Contractor to complete Unit Cost Sheet attached to the end of this Bid Form. These prices will be used to calculate costs for any Change Orders, etc. Failure to complete the unit price sheet may render the bid non-responsive.
- C. The selection of the lowest and best Quoter is based on the lowest with any required alternates that are required to be removed. Lowest and best Quoter can also include factoring in MBE/DBE participation and consideration of MBE prime contractors. Section 3 preference may also be considered.
- D. GDPM intends to award the entire project providing it is within the funding limits, available budget, and overall estimate for the project.

**2. ALTERNATES:**

**Alternate No. 1,** Delete flooring abatement/replacement from units 882 & 886 complete from the project.

		Figures	Words
DEDUCT	Labor	\$ _____	\$ _____
	Material	\$ _____	\$ _____
	Temp. Reloc. Allowance	\$ <u>2,000</u> _____	\$ <u>Two thousand dollars</u> _____
	Total	\$ _____	\$ _____

**Alternate No. 2,** Delete flooring abatement/replacement from units 840, 842, & 844 complete from the project.

		Figures	Words
DEDUCT	Labor	\$ _____	\$ _____
	Material	\$ _____	\$ _____
	Temp. Reloc. Allowance	\$ <u>3,000</u> _____	\$ <u>Three thousand dollars</u> _____
	Total	\$ _____	\$ _____

**Alternate No. 3,** Delete flooring abatement/replacement from units 836 & 838 complete from the project.

		Figures	Words
DEDUCT	Labor	\$ _____	\$ _____
	Material	\$ _____	\$ _____
	Temp. Reloc. Allowance	\$ <u>2,000</u> _____	\$ <u>Two thousand dollars</u> _____
	Total	\$ _____	\$ _____

**Alternate No. 4,** Delete flooring abatement/replacement from units 828, 830, & 832 complete from the project.

		Figures	Words
DEDUCT	Labor	\$ _____	\$ _____
	Material	\$ _____	\$ _____
	Temp. Reloc. Allowance	\$ <u>3,000</u> _____	\$ <u>Three thousand dollars</u> _____
	Total	\$ _____	\$ _____

**Alternate No. 5, Delete flooring abatement/replacement from units 816, 822, 824, & 826 complete from the project.**

		Figures	Words
DEDUCT	Labor	\$ _____	\$ _____
	Material	\$ _____	\$ _____
	Temp. Reloc. Allowance	\$4,000 _____	\$Four thousand dollars _____
	Total	\$ _____	\$ _____

**Alternate No. 6, Delete flooring abatement/replacement from units 502, 508, & 510 complete from the project.**

		Figures	Words
DEDUCT	Labor	\$ _____	\$ _____
	Material	\$ _____	\$ _____
	Temp. Reloc. Allowance	\$3,000 _____	\$Three thousand dollars _____
	Total	\$ _____	\$ _____

**Alternate No. 7, Delete flooring abatement/replacement from unit 550 complete from the project.**

		Figures	Words
DEDUCT	Labor	\$ _____	\$ _____
	Material	\$ _____	\$ _____
	Temp. Reloc. Allowance	\$1,000 _____	\$One thousand dollars _____
	Total	\$ _____	\$ _____

**3. UNIT PRICES:**

Contractor to complete Unit Cost Sheet. These prices will be used to calculate costs for any Change Orders, etc., increases or decreases in Contract Amount.

Owner may also use unit costs if unforeseen conditions are encountered during construction, making certain changes necessary, or if the Owner desires to order additional Work or delete part of the Work as shown. **Unit Costs will be reviewed closely and can be a determining factor in awarding the contract.** Contractor shall submit complete list of all unit prices (which may affect his work in any way) with this proposal. **All unit prices shall include Contractor's overhead and profit. Prices should include all accessories, coordination and ancillary work necessary for a complete installation.**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Labor</b>	<b>Materials</b>	<b>Total</b>
1.	Replace wood subfloor with new (min 2'x4' section)	8 SF	\$ _____	\$ _____	\$ _____
2.	Replace luan underlayment (min. 2'x4' section)	8 SF	\$ _____	\$ _____	\$ _____
3.	Additional sealant replacement; Cut out existing sealant and install new	LF	\$ _____	\$ _____	\$ _____

**4. PROJECT CHANGES**

Contractor shall indicate the amount of overhead and profit to be added to changes to the project.

For ADDS to the work:                      Overhead \_\_\_\_\_%    Profit \_\_\_\_\_%

For DEDUCTS to the work:                      Overhead \_\_\_\_\_%    Profit \_\_\_\_\_%

**The Time of Completion for the Contract shall not exceed Ninety days (90) days from date of Notice to Proceed. Time shall be divided between work to Substantial Completion, Eighty (80) days, and Punchlist/Administrative Closeout of Ten (10) days.**

**Contractor proposes a Time of Completion for the Contract**

**Work Days to Substantial Completion \_\_\_\_\_ days**

**Administrative Closeout \_\_\_\_\_ days**

**Total \_\_\_\_\_ days from the Notice to Proceed.**

Flooring Abatement/Replacement  
Mount Crest Court OH5-21A AMP 4

The full name and address of all persons and parties interested in the foregoing proposals as principals are as follows:

Quoter \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

If the Contractor is entering into a partnership to perform the work, provide the following information for the partnering firm:

Quoter \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Addendums Received: (Please list) \_\_\_\_\_

\_\_\_\_\_

Quoter's Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Note: The Quoter will sign his bid on the line indicated above; if it will be a partnership, the firm name will be signed, followed by the signature of the partner signing. If a corporation, name will be signed followed by the signature and the official title of the officer signing name.

### Quoter's Certification

The Quoter hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The undersigned, having carefully read and examined the "Notice to Bidders", "Instructions to Bidders", "General Conditions", "General Requirements", "Specifications", "Plans" and any addendum for: **Flooring Abatement/Replacement at Mount Crest Court OH5-21A AMP 4** - as prepared by the **RDA Group Architects, LLC.**, and having inspected the premises and all conditions affecting the work, the undersigned proposes to furnish all materials and perform all labor necessary for the performance and completion of the work indicated below, all in compliance with the documents named above, and further agrees that each separate item or trade or employment entered in this Proposal shall be considered as a separate bid for that kind of work. The undersigned further agrees that, if any or all of said bids are accepted, he will enter into a Contract according to the form required by the Owner for the faithful performance of the labor and the furnishing of all materials included in such bid or bids so accepted.
2. In submitting this bid it is understood that the Greater Dayton Premier Management reserves the right to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of one hundred twenty **(120) days** subsequent to the opening of bids without the consent of Greater Dayton Premier Management.
3. Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted. Also attached is a statement of Contractor's qualifications.
5. Quoter hereby agrees to comply with all City, State and Federal Statutes relating to Liability Insurance, Working Hour, Safety and Sanitary Regulations. Quoter further agrees that their bid amount includes all fees for permits, taxes, and insurance required or applicable to the work.
6. The Quoter will sign his bid on the line indicated below; if it will be a partnership the firm name will be signed, followed by the signature of the partner signing, his own name to be signed on the line beginning with the work "By"; if a corporation, name will be signed followed by the signature and the official title of the officer signing name
7. The Quoter has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Quoter has actual knowledge of the requirements and regardless of any statement or omission made by the Quoter which might indicate a contrary intention.
8. The Quoter represents that the bid is based upon the Standards specified in the Contract Documents.
9. The Quoter has visited the project site, become familiar with the local conditions and has correlated personal observations about the requirements of the Contract Documents. The Quoter has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
10. The Quoter and each person signing on behalf of the Quoter certifies, and in the case of a joint or combined bid, each party thereto certifies as to such parties organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief: a) the Base Bid, any Unit



Flooring Abatement/Replacement  
Mount Crest Court OH5-21A AMP 4

Prices and any Alternate Bid in the bid having been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate Bid, with any other; b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Quoter and will not knowingly be disclosed by the Quoter prior to the bid opening, directly or indirectly, to any other Quoter who would have any interest in the Base Bid, Unit Prices or Alternate Bid; c) no attempt has been made or will be made by the Quoter to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

11. The Quoter will enter into and execute the Contract with Greater Dayton Premier Management (GDPM). If a Contract is awarded on the basis of this bid, and if the Quoter does not execute a Contract for any reason, other than as authorized by law, the Quoter and the Quoter's Surety are liable to GDPM as indicated in the Instructions to Bidders and in the General Conditions of the Contract.
12. The Quoter certifies that upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
13. GDPM reserves the right to reject any/all bids for any reason.

If the Quoter is a Corporation, partnership or sole proprietorship, an officer, partner or principal of the Quoter, as applicable, shall print or type the legal name of the Quoter on the line provided and **sign the Bid Form**. If the Quoter is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and **sign the Bid Form**. All signatures must be original.

Quoter's Name:

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

Print name: \_\_\_\_\_

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

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

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Where incorporated: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Dunn and Bradstreet Number: \_\_\_\_\_

Contact Person for Contract processing: \_\_\_\_\_  
(Please print)

Flooring Abatement/Replacement  
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**Additional Signature for Joint Venture:**

Quoter's Name:

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

Print name: \_\_\_\_\_

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

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

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Where incorporated: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Dunn and Bradstreet Number: \_\_\_\_\_

Contact Person for Contract processing: \_\_\_\_\_  
(Please print)

Specifications for:

# Flooring Abatement / Replacement

## Mount Crest Court

### OH5-21A AMP 4

700 Mount Crest Court  
Dayton, Ohio 45403



Prepared for:

**Greater Dayton Premier Management**

400 Wayne Avenue  
Dayton, Ohio 45410  
937.910.7500

Website posting at [www.gdpm.org](http://www.gdpm.org)

Prepared by:



7945 Washington Woods Drive  
Dayton, Ohio 45459  
937.610.3440

**Bid Set**  
**January 28, 2014**

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**DOCUMENT 00 01 10**  
**TABLE OF CONTENTS**

**TECHNICAL SPECIFICATIONS**

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01 70 00	Execution and Closeout Requirements
01 81 13	Sustainable Design Requirements
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**DRAWINGS**

A1.0	PROJECT INFORMATION / SITE PLAN / TYPICAL FLOOR PLANS
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**END OF DOCUMENT**

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**DOCUMENT 00 31 00**  
**AVAILABLE PROJECT INFORMATION**

**1.1 BUILDING ASSESSMENTS**

- A. A copy of the original building drawings and previous modernization drawings are available for viewing at GDPM's office at 400 Wayne Ave.

**1.2 PROJECT/BID DOCUMENTS**

- A. Project information is available at [www.gdpm.org](http://www.gdpm.org).
- B. Project bid documents are available at MRC Reprographics ([www.mrcrepro.com](http://www.mrcrepro.com))

**END OF DOCUMENT**

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**SECTION 01 10 00**  
**SUMMARY**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Contract description.
- B. Contractor's use of site.
- C. Owner occupancy.
- D. Time for Completion.
- E. Specification Conventions.
- F. General Requirements

**1.2 CONTRACT DESCRIPTION**

- A. Project Identification
  - 1. Project: Flooring Abatement / Replacements  
Mount Crest Court OH5-21A AMP 4
  
  - Project location: 700 Mount Crest Court [office/site address]  
Dayton, Ohio 45403
  
  - 2. Owner: Dayton Metropolitan Housing Authority dba  
Greater Dayton Premier Management  
400 Wayne Avenue  
Dayton, Ohio 45410
  
- B. Contract Documents have been prepared by:  
Architect: RDA Group Architects, LLC  
7945 Washington Woods Drive  
Dayton, Ohio 45459  
937.610.3440 Phone  
937.610.3441 Fax  
rda@rda-group.com
  
- C. Work of the Project includes the flooring abatement and replacement at selected units at Mount Crest Court.
  - 1. Flooring Abatement/Replacement:
    - a. Abatement / removal of all existing VCT flooring and mastic complete down to the original concrete slab at the first floor and down to the subfloor at the second floor. Removal of existing underlayment. Removal of the existing rubber base. Removal of existing floor mounted HVAC diffusers.
    - b. Contractor shall plan / anticipate multiple layers of flooring that need to be abated / removed as part of their work. Sampling has been conducted by macparan and multiple layers of flooring were noted in a few locations.
    - c. Perform air clearance testing of the unit after abatement is complete.
    - d. Prep existing slabs/floors for new VCT.
    - e. Installation of new underlayment at wood framed floors.
    - f. Installation of new VCT flooring and rubber base.
    - g. Installation of new floor mounted HVAC diffusers.

- h. Installation of new sealant at applicable joints between VCT and other materials.
- i. Wax new flooring with 3 coats of wax.
- j. Protection of all existing finishes to remain.
- k. Final cleaning of work areas.
- 2. Project coordination Requirements:
  - a. Provide pre-construction meetings with the project team and residents to discuss and agree upon the project implementation plan.
  - b. Assist in coordinating temporary relocation of residents out of their dwelling unit to the hotel accommodations [refer to temporary relocation allowance]
  - c. Assist resident in moving belongings from their unit to a secure storage container. Cost for this labor is deducted from the temporary relocation allowance.
  - d. Secure storage container shall be provided by the contractor, arrive at the project site approximately 5 days prior to relocation to allow resident time to move their belongings/personal effects.
  - e. Provide miscellaneous moving boxes, supplies, etc. to support the temporary relocation. Costs for these materials is deducted from the temporary relocation allowance.
  - f. Facilitate flooring abatement/replacement work to minimize the temporary vacation of the unit to the shortest time possible.
  - g. Assist resident in moving belongings back into their unit from the secure storage container. Leave storage container on-site for no less than 3 days as necessary for resident to move all belongings/personal effects out. Cost for this labor is deducted from the temporary relocation allowance.
- 3. **Important: Refer to listed alternates for adjustments in the proposed scope.**

### 1.3 CONTRACTOR'S USE OF SITE

- A. Limit use of site and premises to allow:
  - 1. Maintenance personnel to access the buildings.
  - 2. Continued occupancy of all adjacent units during the project.
- B. Perform all work between the hours of 8 AM and 5 PM Monday through Friday, unless work outside these hours and days is requested and granted.
- C. All work shall be coordinated such to minimize the duration of temporary relocation from the units.

### 1.4 OWNER/TENANT OCCUPANCY

- A. All units are currently occupied. Units will be temporarily relocated from the units to allow work.
- B. Contractor shall be responsible for the appropriate notification of residents. Coordinate with GDPM.
- C. All work shall be coordinated to efficiently move from unit to unit in a logical fashion around the building. Groups of units or staggering of the work is permitted provided that the contractor has an implementation plan that is agreed upon by the project team.
- D. Contractor shall provide a detailed construction schedule with specific dates, activities, etc. to GDPM and coordinate with the residents with the required 48 notice/posting.
- E. Daily work wrap-up: The Contractor shall plan the work and provide enough manpower to this contract to ensure that the work progresses in an orderly manner and the units/buildings are secured at the end of each day's work. Project shall be staffed every day with a full crew capable of timely completion of the work.

- F. Contractor shall be responsible to assist in relocation of resident belongings from the work area to facilitate work. Contractor shall also be responsible to assist in relocation of resident belongings back into the original location as required. See temporary relocation allowance.
- G. Contractor shall have all in-house and sub-contractors staffing scheduled, materials, accessories, etc. on-site and ready for installation prior to beginning work for any particular day. Advise Project Team if there are issues with scheduling prior to starting of work.
- H. Contractor shall maintain a signoff log with each Resident to verify that Resident belongings are in good condition, not damaged, and returned to the desired locations.
- I. Coordinate with GDPM to minimize conflict, and to facilitate Residents.

### 1.5 TIME FOR COMPLETION

- A. All Work is to be completed within ninety (90) calendar days of the notice to proceed.
  - 1. Work Days to Substantial Completion 80 days
  - 2. Punchlist 5 days
  - 3. Administrative Closeout 5 days
  - 4. **Total Contract Period 90 days**
- B. The contractor shall notify GDPM in writing 5 days prior to substantial completion of the project.
- C. Coordinate construction schedule/activities with holidays, etc. so as to not inconvenience residents unnecessarily over holiday weekends, etc.
- D. It is anticipated that the work of this contract will begin in March 2014. It will be up to the contractor's responsibility to expedite submittals process and order materials to accommodate the construction schedule.
- E. Failure to complete work in the specified contract period will be cause for enforcement of liquidated damages per GDPM requirements.

### 1.6 BUY AMERICAN REQUIREMENTS

- A. To the extent feasible: Contractor shall provide materials for the project in accordance with the requirements of H.R. 1-189, Section 1605: Use of American Iron, Steel, and manufactured goods. (a) None of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

### 1.7 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

## PART 2 GENERAL REQUIREMENTS

- A. The Contractor shall visit the site to verify general and pertinent conditions and take measurements necessary for bidding purposes. Arrangements to visit the site may be made by contacting GDPM through Shawn Thomas, Project Manager, at 937.910.7631 office.
- B. The Contractor shall be responsible for paying all permits and inspections necessary to complete all work related to these specifications. All work shall comply with Federal, State, and Local Codes.
- C. The Contractor shall provide dumpsters or trash containers needed and shall not use GDPM dumpsters or trash containers at any time for removal of materials, trash, or debris related to the Contractor's work. **Debris shall be removed from the site/each unit daily. All work**

- areas shall be kept neat at all times.** This is an occupied site and trash shall not be permitted to be left around the site. All considerations must be taken for resident safety.
- D. The Contractor is responsible for furnishing workers with potable drinking water and any/all sanitary requirements for the workers during the project. Use of GDPM facilities and property is prohibited.
- E. Contractor shall provide portable generator or required equipment as needed for the completion of the work. Contractor shall not use GDPM and/or resident electricity.
- F. A Contractor, working under a contractual agreement with **GDPM, MUST BE IN COMPLIANCE WITH OSHA STANDARDS 1926 – REGULATIONS FOR CONSTRUCTION.** Any and all sub-contractors, doing work on this project, **MUST ALSO BE IN COMPLIANCE WITH OSHA STANDARDS.** Non-compliance shall be a basis for making a bid non-responsive. And, if a Contractor or sub-contractor is found to be in **VIOLATION (NON-COMPLIANCE) AT ANY TIME,** this could be a basis for termination of the purchase order/contract.
- G. **IMPORTANT: Failure to show or mention petty details shall not be warranted for the omission of anything necessary for the proper completion of the work.**
- H. The Contractor shall not take advantage of any clerical errors, omissions, contradictions or conflicts that may develop in plans, specifications or details. Such errors, ambiguities and discrepancies shall be reported to GDPM immediately for clarification, revision or correction prior to submission of bids. If no notification is given it shall be assumed that all specifications and conditions will be met.
- I. The submission of a bid shall be considered the Contractor's Certification that the bid is based upon equipment and /or materials that meet or exceed the standards set forth by specification or equipment and/or materials identification. Should a Contractor's product be determined not equal to that specified, the Contractor shall be required to provide and install a product acceptable as equal by GDPM at no additional cost to GDPM.
- J. **Asbestos containing materials:** Follow Requirements of Environmental Report by macparan and associates as applicable for scope of work.
- K. **Lead base paint:** Not Applicable.
- L. **Mold Remediation:** Not Applicable.
- M. **There is a strict NO SMOKING [including smokeless tobacco, etc.] policy for all work within units/buildings and while on project site. Any employee caught smoking will be subject to removal from the project.**
- N. Special Conditions
1. During Construction, call Shawn Thomas, Project Manager, at 937.910.7631.
  2. In submitting their bid, it will be understood that the Contractor has visited the sites and is familiar with the conditions as they may exist, and the modifications that may be necessary to provide a complete and professional job.
  3. GDPM must be notified forty-eight (48) hours prior to starting any work.
  4. Contractor shall notify residents with forty-eight (48) hours prior to starting any work in their unit.
  5. **Contractor will be responsible for any and all damages done to GDPM and/or resident property and at no additional expense to GDPM. NO EXCEPTIONS.**
  6. The intent of these specifications is to accomplish a flooring abatement / replacement project at selected units at Mount Crest Court.
- O. Contract Period
1. Upon issuance of a contract from GDPM, the Contractor shall supply a work start date within five (5) working days. A start date and completion date will be negotiated and a 'Notice to Proceed' will be issued stating those dates. If an extension of time is

necessary, a request in writing must be submitted to GDPM at least ten (10) calendar days prior to the NTP deadline. Failure to comply may result in cancellation of the contract and disablement from future bidding. The Contractor must notify GDPM, in writing, upon determination of any delay in material delivery.

- P. Security: Contractor's Liability for Vandalism
1. The Contractor shall be responsible, at the Contractor's cost and expense, for the securing and protection of that portion of the site, under the Contractor's control, and for the repair and replacement of the work until that portion of the work is accepted as completed by GDPM. The Contractor shall take all measures necessary to provide such security.
  2. The Contractor shall be liable for and shall promptly repair or otherwise remedy any and all damages to said portion of the building or site and of the accepted construction work caused by vandalism up to \$5,000.00 per incident. The Contractor shall indemnify and hold GDPM harmless from and against all damages, liabilities, costs and expenses, including, without limitation, reasonable attorney fees, which may be imposed upon or incurred by GDPM as a result of the Contractor's failure to comply with the requirements of this section.
- Q. Qualifying Contractors and Sub-contractors
1. The Contractor and/or Sub-contractor must establish their qualifications with GDPM to complete this type of work. Qualifications may be established by:
    - a. Providing a recommendation from the supplier of the products.
    - b. Providing a list of 5 projects (minimum) of similar work with names and addresses that can be used as references.
    - c. Demonstrating to GDPM the capability to do the work. The Contractor will have a minimum of five years experience in similar work.
  2. The Contractor will be responsible for all work performed by the Sub-contractors.
- R. Required Inspections by GDPM
1. Contact Shawn Thomas, Project Manager, at 937.910.7631 to:
    - a. Inform GDPM when the job is actually going to start.
    - b. Coordinate contractor posting notice to residents.
    - c. Mockup inspection.
    - d. Inspection at random or when problems arise.
    - e. Final Inspection.
    - f. Punchlist requirements.
    - g. Acceptance of the project by GDPM.
- S. Warranties and Guarantees
1. General: The warranty and guarantee provisions of the General Conditions apply to all work of the contract, including but not limited to the following specific categories related to individual units of work specified in various sections of these specifications:
    - a. Special Project Warranty (Guarantee): A warranty specifically written and signed by the Contractor for a defined portion of the work, and, where required, countersigned by sub-contractor, installer, manufacturer, or other entity engaged by the Contractor.
    - b. Specified Product Warranty: A warranty which is required by the contract documents, to be provided for a manufactured product incorporated in the Work, regardless of whether manufacturer has published a similar warranty without regard for specific incorporation into the work, or has written and executed a special project warranty as a direct result of contract document requirements.
    - c. Coincidental Product Warranty: A warranty which is not specifically required by the Contract Documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that the manufacturer of the product has published a warranty in connection with

Flooring Abatement/Replacement  
Mount Crest Court OH5-21A AMP 4

purchases and users of the product without regard for specific applications  
except as otherwise limited by terms of the warranty.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**SECTION 01 20 00**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Schedule of values.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.
- E. Unit prices.
- F. Alternates.
- G. Project Allowances.

**1.2 SCHEDULE OF VALUES**

- A. Submit schedule on HUD form 51000.
- B. Submit Schedule of Values in duplicate three days prior to the Pre-Construction meeting for approval by Architect and Owner.**
- C. Approved Schedule of Values will be signed at the Pre-Construction meeting.
- D. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization/general conditions, bonds and insurance.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

**1.3 APPLICATIONS FOR PAYMENT**

- A. Submit **three** copies of each application on HUD form 51001. Submit "pencil copy" one week prior to application for review and approval by Architect and Owner.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly. First pay application at 30 days into contract period.
- D. Submit updated construction schedule with each Application for Payment as applicable to the work. Failure to submit the updated construction schedule can delay the processing of the Application for Payment.
- E. Submit all required waivers of lien/partial release of lien, payroll reports as required by GDPM, etc. Failure to submit required paperwork can delay the processing of the Application for Payment

**1.4 CHANGE PROCEDURES**

- A. The Architect or Owner may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 5 days.
- B. On Owner's approval of a proposal from Contractor, Owner will issue a Change Order for all changes to Contract Sum and for all changes to the Contract Time.

- C. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- D. Unit Price Change Order: For contract unit prices and quantities, the Change Order must be executed prior to beginning any work. The Order will be based on fixed unit price basis provided in the Bid Form.
- E. Construction Change Order: Architect may issue directive, on HUD Forms signed by Owner, instructing Contractor to proceed with change in the Work. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- F. Change Order Forms: HUD Approved Forms with all required backup documentation.
- G. Correlation Of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  - 3. Promptly enter changes in Project Record Documents.
- H. The Architect will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on Architect's approved forms.
- I. **Important: All change orders must be fully executed prior to beginning any work. Failure to comply will result in contractor request being denied and completed at no cost to GDPM.**

#### 1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Owner, it is not practical to remove and replace the Work, the Architect/Owner will direct appropriate remedy.
- C. Authority of Architect/Owner to assess defects and identify payment adjustments is final.
- D. Non-Payment For Rejected Products: Payment will not be made for rejected products.

#### 1.6 UNIT PRICES

- A. Architect will take measurements and compute quantities accordingly. Provide assistance in taking of measurements.
- B. Unit Price Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- C. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- D. Unit Price Schedule: Refer to Bid Form

#### 1.7 ALTERNATES

- A. Alternates listed on Bid Form will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work.



### 1.8 SCHEDULE OF ALTERNATES

- A. Alternate Deduct #1: Delete flooring abatement / replacement at units 882 & 886 from the project.
- B. Alternate Deduct #2: Delete flooring abatement / replacement at units 840, 842, & 844 from the project.
- C. Alternate Deduct #3: Delete flooring abatement / replacement at units 836 & 838 from the project.
- D. Alternate Deduct #4: Delete flooring abatement / replacement at units 828, 830, & 832 from the project.
- E. Alternate Deduct #5: Delete flooring abatement / replacement at units 816, 822, 824, & 826 from the project.
- F. Alternate Deduct #6: Delete flooring abatement / replacement at units 502, 508, & 510 from the project.
- G. Alternate Deduct #7: Delete flooring abatement / replacement at unit 550 from the project.
- H.

### 1.9 PROJECT ALLOWANCES

- A. Deteriorated Framing / Finishes Allowance:
  - 1. Allow \$3,000 [three thousand dollars] for deteriorated framing / finishes as part of the project. This includes additional replacement of subfloor, underlayment, miscellaneous framing, finishes repairs, etc.
- B. Temporary Relocation Allowance:
  - 1. Allow \$1,000 [one thousand dollars] per unit for temporary relocation allowance. This allowance shall include costs for hotel, storage containers, miscellaneous packing materials, contractor labor costs for assistance moving resident personal effects/belongings in and out of the storage containers, and related work/costs.
- C. Any expenditure from allowances shall be reviewed and approved by GDPM/Architect prior to executing any work.
- D. Any unused portion of the allowance will be credited back to GDPM at the completion of the project by a Change Order.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

Not Used.

**END OF SECTION**

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**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Pre-installation meetings.
- E. Daily Job Logs.
- F. Cutting and patching.
- G. Special procedures.

**1.2 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

**1.3 PRECONSTRUCTION MEETING**

- A. GDPM will schedule preconstruction meeting after Notice of Award for affected parties.
- B. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing parties in Contract, and Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
  - 8. Use of premises by Owner and Contractor.
  - 9. GDPM requirements for procedures and inspections

10. Construction facilities and controls provided by Owner.
  11. Security and housekeeping procedures.
  12. Application for payment procedures.
  13. Procedures for maintaining record documents.
  14. Requirements for start-up of equipment.
  15. Inspection and acceptance of equipment put into service during construction period.
- C. Architect shall record minutes and distribute copies via email within two days after meeting to participants and those affected by decisions made.

#### **1.4 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems impeding planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to Work.
- E. Architect shall record minutes and distribute copies via email within two days after meeting to participants and those affected by decisions made.

#### **1.5 PRE-INSTALLATION MEETINGS**

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect/GDPM one week in advance of meeting date.
- D. Prepare agenda and preside at meeting:
1. Review conditions of installation, preparation and installation procedures.
  2. Review coordination with related work.

#### **1.6 DAILY JOB LOGS**

- A. Maintain a daily job log that indicates the personnel on-site and activities performed (including all sub-contractors)
- B. Indicate any safety concerns and incidents.
- C. Indicate weather conditions.
- D. Indicate any visitors or other personnel visiting the project site.

- E. Job log shall be accessible to GDPM and Architect upon request.
- F. Contact Shawn Thomas daily before 9:00 AM to review daily activities.
- G. Email GDPM weekly with daily report.

## **PART 2 PRODUCTS**

Not Used.

## **PART 3 EXECUTION**

### **3.1 CUTTING AND PATCHING**

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of penetrated element.
- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit. For painted surfaces, paint entire wall from corner to corner, floor to ceiling.
- K. Identify hazardous substances or conditions exposed during the Work to Architect for decision or remedy.

### **3.2 SPECIAL PROCEDURES**

- A. Materials: As specified in product sections; match existing with new products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- H. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
- I. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect for review.
- K. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- L. Finish surfaces as specified in individual product sections.

**END OF SECTION**

## SECTION 01 33 00 SUBMITTAL PROCEDURES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Manufacturer's instructions.
- H. Construction Photographs

#### 1.2 SUBMITTAL PROCEDURES

- A. All submittals shall be transmitted electronically to the Architect in a PDF format.**
  - 1. Contractor shall utilize **Adobe Acrobat** (or similar software) to have the full ability to add comments, edits, signatures, etc. to the submittals and information submitted.
  - 2. Contractor shall not simply download information directly from a manufacturer's website without a review of the information and **identifying the particular products being utilized**. Submittals transmitted to the Architect in this manner will be rejected and require re-submittal.
- B. Transmit each submittal with Approved Cover Sheet. Each submittal shall have a cover sheet. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal. Cover Sheet will be page 1 of the PDF.
- C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- D. Electronic file name shall contain the submittal number, revision, and description. File naming convention shall be consistent for all submittals.
  - File naming examples:                    Sub 01-concrete.pdf
  - Sub 01A-Concrete Mix Data.pdf
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite Project, and deliver to Architect. Coordinate submission of related items.
- G. For each submittal for review, allow 5 days excluding delivery time to and from Contractor.
- H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- I. Allow space on submittals for Contractor and Architect review stamps.
- J. When revised for resubmission, identify changes made since previous submission.

- K. Distribute copies of reviewed submittals as appropriate (electronically as appropriate). Instruct parties to promptly report inability to comply with requirements.

**L. All submittals shall be completed within the first 15 days of the project.**

### **1.3 CONSTRUCTION PROGRESS SCHEDULES**

- A. Utilize **Microsoft Project Schedule** or similar spreadsheet with separate line for each major section of Work or operation, identifying first work day of each week.
- B. Illustrate order and interdependence of activities and sequence of work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities. Illustrate complete sequence of construction by activity, identifying work of separate buildings/units.
- C. Submit initial progress schedule in duplicate within 3 days prior to the Preconstruction meeting for Architect/Owner review. Schedule will be reviewed and approved at the Preconstruction Meeting by all project team members.
- D. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
- E. Participate in joint review and evaluation of project schedule with Architect/Owner at each submittal.
- F. Evaluate project status to determine work behind schedule and work ahead of schedule. Indicate changes required to maintain Date of Substantial Completion.
- G. After review, revise project schedule incorporating results of review, and resubmit electronically to all parties within 3 days.

### **1.4 PROPOSED PRODUCTS LIST**

- A. Within 5 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. All products for the project shall be ordered in the first 15 days of the contract. Contractors failure to order materials is not a reason for a time extension or selection of an alternate material. This is imperative to allow work as scheduled.**
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

### **1.5 PRODUCT DATA**

- A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit 1 copy of each submittal electronically.
- C. After review, Architect will forward the approved submittal electronically to the contractor.
- D. The contractor shall maintain a file of the submittals for use on the project.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.



- G. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### **1.6 SHOP DRAWINGS**

- A. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit 1 copy of each submittal electronically.
- E. After review, Architect will forward the approved submittal electronically to the contractor.
- F. The contractor shall maintain a file of the submittals for use on the project.
- G. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

#### **1.7 SAMPLES**

- A. Physical Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
  - 1. Physical samples are required to allow Architect to make selections for color and finish. Electronic images of colors/finishes, etc. are not sufficient.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Owner selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit 2 copies of each sample, Architect will retain 1 copy.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00 - Execution and Closeout Requirements.

#### **1.8 CERTIFICATES**

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Owner, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

**1.9 MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

**1.10 CONSTRUCTION PHOTOGRAPHS**

- A. Provide digital photographs of construction throughout progress of Work as taken by project superintendent as applicable to document the existing conditions, work in progress, completed work, project wrap up, etc. It is in the best interest of the contractor to document the conditions as this is an occupied unit project.
- B. Deliver photographs to Owner upon request on CD. Catalog and index in chronological sequence with date indexed.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## SUBMITTAL COVER SHEET

Submittal # \_\_\_\_\_

Project Name: **Project**

Date: date

Owner: Greater Dayton Premier Management  
400 Wayne Ave.  
Dayton, OH 45410

Architect: RDA Group Architects  
7945 Washington Woods Drive  
Dayton, Ohio 45459

General Contractor: GC info.

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Specification Section \_\_\_\_\_

Supplier/Manufacturer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Product/Model \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have reviewed, checked, and approved for compliance with the contract documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

Architect Comments:

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Approved As Noted

\_\_\_\_\_  
Revise and Resubmit

\_\_\_\_\_  
Rejected

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*The submittal reviewed for this project and indicated above has been reviewed for compliance with the design intent of the bid documents. It does not release the contractor from complying in full with the requirements of the bid documents, building code, UFAS requirements, LEED requirements, and any other requirements for the successful completion of the project. The contractor shall perform all necessary duties such as field verification of dimensions, locations, and installation requirements.*

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**SECTION 01 40 00**  
**QUALITY REQUIREMENTS/PROJECT INSPECTION**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Quality control and control of installation.
- B. GDPM Construction Inspection Procedures
- C. Tolerances
- D. References.
- E. Mock-up requirements.
- F. Examination & Inspection.

**1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Owner before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

**1.3 GDPM CONSTRUCTION INSPECTION PROCEDURES**

- A. GDPM Staff have clear goals with regard to the importance of thorough construction inspection that ensures compliance with the bid documents. The compliance documents shall include the project specifications, drawings, contract, notice to proceed, codes, regulations and ordinances.
- B. GDPM intends for a GDPM Staff (Project Manager) and an A/E representative to routinely monitor the Contractor's work and progress on all projects. Quality control is an important element which is the responsibility of the General Contractor. The general contractor shall provide full cooperation with all inspection steps through the construction process and include such coordination in the base bid of the project.
- C. Accessibility to the work shall be arranged by the Contractor. The necessary ladders, scaffolding, hoisting, etc shall be provided by the contractor in order to make all areas of the work available to the construction inspector and consultant. The contractor shall have his authorized representative (superintendent) available to interface with and assist with the inspection process.
- D. Acceptance of Conditions:

1. The construction inspector and consultant shall not allow work to proceed when there is a construction deficiency document in place that has not been cleared.
  2. The construction inspector and consultant shall not allow work to proceed that requires mock-ups until such mock up is acceptable. Subsequent work in like kind shall be equal to or better than the mock-up.
- E. Prior to final completion, the contractor is to be required to inspect all of his work. He shall correct any deficiencies and enter a document that all of the contracted for work has been completed within the scope of the contract and request "final inspection" by the GDPM representative.**
- F. The final inspection shall result in either complete acceptance or generation of a punch list that is to be corrected in a timely manner and back punched by GDPM and the consultant.
- G. After review by Architect and GDPM Project Manager, GDPM will review project acceptance with site and senior staff for final acceptance of the project. This review may prompt additional punchlist work that may need to be completed.**
- H. If work that is clearly not complete, the Punchlist will be suspended until such time that it is evident that the Contractor has completed and reviewed/inspected their own work.**
- I. If it is clear to the project team that the work is not complete on two or more occasions, the Architect shall invoice the contractor for the additional time to conduct and document multiple punchlists. This shall be billed at the prescribed billing rate at the time of the Punchlist.**
- J. The final inspection acceptance shall include approval and sign-off by the construction inspector, construction coordinator and consultant. Sign off approvals
- K. The warranty blanketing the contract will not be allowed to commence until all work under the contract is completed and accepted for beneficial use by GDPM.
- L. An anniversary inspection for the one year interval following acceptance of the project shall be performed and documented by the construction coordinator and consultant.

#### **1.4 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### **1.5 REFERENCES**

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.

#### **1.6 MOCK-UP REQUIREMENTS**

- A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Accepted mock-ups shall be comparison standard for remaining Work follow requirements of individual sections.
- C. Refer to specific sections for additional requirements.

### **PART 2 PRODUCTS**

Not Used.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

#### **3.2 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

#### **3.3 INSPECTIONS**

- A. Actively participate in GDPM Inspection Procedures through the duration of the project. Follow the itemized requirements in Part 1 above indicating the requirements as part of the project.
- B. Document work/project conditions through the course of the work by maintaining written logs and digital photographs of the work.

**END OF SECTION**

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**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Temporary Utilities
- B. Construction Facilities
- C. Temporary Controls
- D. Removal of utilities, facilities, and controls

**1.2 SITE CONTROL**

- A. GDPM shall maintain site/building control for the duration of the project.
- B. Contractor shall maintain control of the specific units under flooring abatement / replacements while residents are temporarily relocated.

**1.3 TEMPORARY ELECTRICITY**

- A. Utilize GDPM's/resident's existing power service to the building/units.
- B. Supplement with portable generators as necessary to perform work. Contractor shall pay for use of generators and energy consumed.
- C. Permanent convenience receptacles may be utilized during construction.

**1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. Provide and maintain existing interior and exterior lighting as necessary for construction operations and for site security/access. Provide routine repairs.
- B. Provide and maintain additional lighting as required for construction operations.
- C. Permanent building lighting may be utilized during construction.

**1.5 TEMPORARY HEATING/COOLING**

- A. Existing facilities may be used.
- B. Utilize Owner's existing HVAC units during construction. Take all measures to minimize distribution of dust/debris into ductwork or HVAC system.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in product sections.

**1.6 TEMPORARY VENTILATION**

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clear air for construction operations.

**1.7 TELEPHONE SERVICE**

- A. Provide, maintain, and pay for cellular telephone service for project superintendent.

**1.8 EMAIL**

- A. Provide email service for project superintendent. **Email communication will be an important tool for all information and communication on this project.**
- B. **Contractor shall contact GDPM DAILY by 9 AM with an indication of the daily job activities and project staffing.**

**1.9 TEMPORARY WATER SERVICE**

- A. Connect to existing water source for construction operations. GDPM will pay for cost of water used.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections.

**1.10 TEMPORARY SANITARY FACILITIES**

- A. Provide temporary sanitary facilities for use during construction. Maintain daily in clean and sanitary condition.
- B. Contractor may not use resident toilet facilities for temporary facilities.

**1.11 FIELD OFFICES AND SHEDS**

- A. Provide securable on-site space for storage as required by the contractor. Contractor shall coordinate with GDPM for approved location of such storage space.
- B. Provide location where field drawings and related documents can be safely stored on-site out of weather to prevent damage.

**1.12 DWELLING UNIT STORAGE**

- A. Provide securable storage containers for resident belongings/personal effects during period of temporary relocation. Refer to temporary relocation allowance.

**1.13 VEHICULAR ACCESS**

- A. Utilize existing parking lot for construction activities. Contractor shall not block or prohibit vehicular access to buildings. Do not allow driving/parking in turf areas. Coordinate approved Contractor parking/access with GDPM.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants and control valves free of obstructions.

**1.14 PARKING**

- A. Use of designated existing on-site driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas. Do not block resident vehicles.
- B. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Maintenance:
  - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
  - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

- E. Removal, Repair:
  - 1. Repair existing and permanent facilities damaged by use, to original or specified condition.

#### **1.15 PROGRESS CLEANING AND WASTE REMOVAL**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition **DAILY**.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site. Sort and recycle as applicable.

#### **1.16 FIRE PREVENTION FACILITIES**

- A. Prohibit smoking within building or on site under construction. **NO SMOKING IS PERMITTED ON SITE [INTERIOR OR EXTERIOR]. NO EXCEPTIONS.**
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
  - 1. Provide one fire extinguisher at each building under construction.
  - 2. Provide minimum one fire extinguisher in storage shed.

#### **1.17 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- C. Protect Work existing premises from theft, vandalism, and unauthorized entry.

#### **1.18 SECURITY**

- A. Security Program:
  - 1. Protect Work and existing premises from theft, vandalism, and unauthorized entry.
  - 2. Maintain program throughout construction period until Owner occupancy
- B. Entry Control:
  - 1. Restrict entrance of persons into Project site.
  - 2. Allow entrance only to authorized persons with proper identification.
  - 3. Maintain log of workers and visitors, make available to Owner on request.

#### **1.19 DUST CONTROL**

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere and to other areas of the unit. Provide temporary visqueen (or similar) dust control measures to minimize the spread of dust and debris. Provide drop cloths, protective coverings as necessary.

#### **1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

Flooring Abatement/Replacement  
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- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition.  
Restore permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Product requirements.
- B. Product options and substitution procedures.
- C. Equipment electrical characteristics and components.

**1.2 PRODUCTS**

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.
- D. **Products shall be ordered in the first 15 days of the contract. Provide documentation of orders upon request.**
- E. **It shall be solely the Contractor's responsibility to order products to allow timely delivery for installation. The failure to order materials early in the project shall not be a reason for a contract time extension or additional costs related to expedited shipping and/or delivery. Nor shall this be a reason for a product substitution.**

**1.3 BUY AMERICAN REQUIREMENTS**

- A. Contractor shall provide materials for the project in accordance with the requirements of H.R. 1-189, Section 1605: Use of American Iron, Steel, and manufactured goods. (a) None of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

**1.4 PRODUCT DELIVERY REQUIREMENTS**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

**1.5 PRODUCT STORAGE AND HANDLING REQUIREMENTS**

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

## 1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

## 1.7 PRODUCT SUBSTITUTION PROCEDURES

- A. **Architect/Owner will consider requests for Substitutions only up to seven (7) days prior to the bid date.**
- B. Substitutions will be considered when Product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
  - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  - 2. Will provide same warranty for Substitution as for specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
  - 1. Submit one copy of request for Substitution for consideration to Architect. Limit each request to one proposed Substitution.
  - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
  - 3. Architect/Owner will notify Contractor in writing of decision to accept or reject request.
  - 4. Substitution requests shall only be submitted by registered bidders for the project.

## PART 2 PRODUCTS

### 2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
- B. Cord and Plug: Furnish minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

## PART 3 EXECUTION

Not Used.

**END OF SECTION**

## SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Punchlist
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Spare parts and maintenance products.

#### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Provide submittals to Owner required by authorities having jurisdiction.
- C. Provide GDPM final inspection approvals from the Building Inspectors.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

#### 1.3 FINAL CLEANING

- A. Execute final cleaning on a **unit by unit** basis at completion of work in each unit prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from site.

#### 1.4 PUNCHLIST

- A. The Contractor shall review and inspect all work prior to notifying the Architect and Owner for a Punchlist inspection of the work. Provide written documentation certifying review along with documentation of Contractor generated Punchlist.
- B. If work is clearly not complete, the Punchlist will be suspended until such time that it is evident that the Contractor has completed and reviewed/inspected their own work.**
- C. If it is clear to the project team that the work is not complete on two or more occasions, the Architect shall invoice the contractor for the additional time to conduct and document multiple punchlists/attempts. This shall be billed at the prescribed billing rate at the time of the Punchlist.**

- D. GDPM requires a multi-phase signoff of the work for final acceptance.
  - 1. Architect and GDPM Construction Coordinator.
  - 2. GDPM Site Management Staff.
  - 3. GDPM Senior Management Staff.
- E. After review by GDPM Project Manager and Consultant, GDPM will review project acceptance with site and senior staff for final acceptance of the project. This review may prompt additional punchlist work that may need to be completed.
- F. The Contractor shall review and provide the noted repairs and corrective work necessary at each of the Punchlist inspections to allow project close out.
- G. The Contractor shall provide the calendar time indicated within the bid documents for completion of these Punchlist inspections.
- H. NOTE: Punchlists will be completed throughout the duration of the project to provide acceptance of the work on a unit by unit basis. Contractor shall plan accordingly.

#### **1.5 STARTING OF SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and GDPM seven days prior to start-up of each item.
- C. Verify each piece of equipments or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor's personnel in accordance with manufacturer's instructions.

#### **1.6 DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times, at Project Site location.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time at equipment location/project site.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

#### **1.7 TESTING, ADJUSTING AND BALANCING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

#### **1.8 PROTECTING INSTALLED CONSTRUCTION**

- A. Protect installed Work and provide special protection where specified in individual specification sections.



- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic from landscaped areas.

#### 1.9 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Directives/Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Submit documents to Architect.

#### 1.10 OPERATION AND MAINTENANCE DATA

- A. Submit ONE set prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
  - 1. **Submit one copy for review by the Architect/Owner, electronic submission preferred.** Submit at 75% of overall gross contract completion. Failure to submit O+M at this point will delay Applications for Payment.
  - 2. Prepare one final copy upon approval and correction of any missing or deficient items by the Architect/Owner.
  - 3. Provide (2) CDs of the O+M Manual in PDF format that is formatted and organized to match the hard copy.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project. Label on the front and spine of the binder.
- C. Internally subdivide binder contents with permanent page dividers, logically organized, with tab titles legibly printed under reinforced laminated plastic tabs.
- D. Contents:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system.
    - a. Building Products, Equipment, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations.
    - b. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with

- engineering data and tests, and complete nomenclature and model number of replaceable parts.
- c. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- d. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- e. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- f. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- g. Include original shop drawing submittals, fold larger submittals to fit into binder.
- 3. Part 3: Project documents and certificates.
  - a. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers.
- 4. Part 4: Other documentation required.

#### **1.11 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Owner and place in location as directed ; obtain receipt prior to final payment. Items shall be boxed and labeled with contents.

#### **1.12 PRODUCT WARRANTIES AND PRODUCT BONDS**

- A. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of project.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Submit prior to final Application for Payment.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## **SECTION 01 81 13**

### **SUSTAINABLE DESIGN REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Sustainable design Project goals.
  - 2. Sustainable design product requirements.
- B. This project is NOT intending to pursue certification with LEED, Green Communities, etc. However, the contract shall make all reasonable attempts to follow best practices for installations and selection of materials, etc.

##### **1.2 SUBMITTALS**

- A. Manufacturer's Certificate: Certify products meet or exceed specified requirements in Green Communities 2012.
  - 1. Certify volatile organic compound content for each interior adhesive, sealant and related primer.
    - a. Include data sheet indicating volatile organic compound content, in g/L, for each Product.
  - 2. Certify volatile organic compound content for each interior paint and coating.
    - a. Include data sheet indicating volatile organic compound, in g/L, and chemical component content for each Product.

##### **1.3 REFERENCES**

- A. Forest Stewardship Council:
  - 1. FSC Guidelines- Forest Stewardship Council Guidelines.
- B. Green Seal:
  - 1. GC-03 - Anti-Corrosive Paints.
  - 2. GS-11 - Product Specific Environmental Requirements.
  - 3. GS-36 - Aerosol Adhesives.
- C. International Standards Organization:
  - 1. ISO 14021 - Environmental Labels and Declarations - Self-Declared Environmental Claims (Type II Environmental Labeling).
- D. Sheet Metal and Air Conditioning Contractors:
  - 1. SMACNA IAQ - IAQ Guidelines for Occupied Buildings Under Construction.
- E. South Coast Air Quality Management District:
  - 1. SCAQMD Rule 1113 - Architectural Coatings.
  - 2. SCAQMD Rule 1168 - Adhesive and Sealant Applications.
- F. U.S. Environmental Protection Agency:
  - 1. ENERGY STAR - ENERGY STAR Voluntary Labeling Program.
  - 2. EPA 832-R-92-005 - Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.
  - 3. EPA Baseline IAQ - Testing for Indoor Air Quality, Baseline IAQ, and Materials Section 01445.
  - 4. EPA Construction General Permit, 2003.
- G. Enterprise Green Communities:
  - 1. Enterprise Green Communities 2012 Criteria.

#### **1.4 QUALITY ASSURANCE**

- A. Perform Work in general accordance/practices with Enterprise Green Communities 2012 Rating System.
- B. Perform Work to meet or exceed minimum energy efficiency and performance in accordance with ASHRAE 90.1.

### **PART 2 PRODUCTS**

#### **2.1 PROHIBITED MATERIALS**

- A. Do not use materials containing asbestos, polychlorinated biphenyls (PCB) or other hazardous materials.
- B. Do not use HCFC based refrigerants or Halon extinguishing agents.
- C. Do not use materials containing butyl for interior locations.

#### **2.2 LOW EMITTING MATERIALS - INDOOR APPLICATIONS**

- A. Adhesives, Sealants, and Sealant Primers: Maximum volatile organic compound content in accordance with SCAQMD Rule 1168.
- B. Aerosol Adhesives: Maximum volatile organic compound content in accordance with GS-36.
- C. Architectural Paints, Coatings, and Primers: Maximum volatile organic compound content in accordance with GS-11.
- D. Anti-Corrosive and Anti-Rust Paints: Maximum volatile organic compound content in accordance with GC-03.
- E. Clear Wood Finishes, Floor Coatings, Stains, and Shellacs: Maximum volatile organic compound content in accordance with SCAQMD Rule 1113.

### **PART 3 EXECUTION – NOT APPLICABLE**

**END OF SECTION**

**SECTION 02 41 16**  
**SELECTIVE DEMOLITION**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Demolishing designated building equipment and fixtures.
  - 2. Demolishing designated construction.
  - 3. Cutting and alterations for completion of the Work.
  - 4. Removing designated items for salvage by GDPM.
  - 5. Protecting items designated to remain.
  - 6. Removing demolished materials.

**1.2 CLOSEOUT SUBMITTALS**

- A. Project Record Documents: Record actual locations of capped utilities, concealed utilities discovered during demolition and any subsurface obstructions or conditions that require noting.

**1.3 QUALITY ASSURANCE**

- A. Conform to applicable code for demolition work, dust control, protection, products requiring electrical disconnection and re-connection.
- B. Coordinate utility and building service interruptions with Owner.
  - 1. Do not disable or disrupt site fire or life safety systems without three days prior written notice to Owner.
  - 2. Schedule tie-ins to existing systems to minimize disruption.

**1.4 SCHEDULING**

- A. Schedule Work to coincide with improvements of the unit.
- B. Coordinate utility and building service interruptions with Owner.
- C. Do not disable or disrupt site fire or life safety systems without three days prior written notice to Owner.
- D. Schedule tie-ins to existing systems to minimize disruption.

**1.5 PROJECT CONDITIONS**

- A. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

**PART 2 PRODUCTS**

**NONE**

**PART 3 EXECUTION**

**3.1 PREPARATION**

- A. Erect, and maintain temporary barriers and security devices including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain. Follow proper abatement protocols per section 02 50 00.
- B. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.
- C. Do not close or obstruct building egress path.

- D. Protect existing structure / items to remain.

### **3.2 SALVAGE REQUIREMENTS**

- A. None anticipated as part of this project.

### **3.3 DEMOLITION**

- A. Provide all demolition and removals necessary to provide the units rent ready. Work includes abandoned furnishings, equipment, building components that are required to be removed to render rent ready.
- B. Provide abatement of hazardous materials from the units as applicable for the completion of the work. Refer to the requirements of the report by macparan.
- C. Conduct demolition to minimize interference with adjacent and occupied buildings/units.
- D. Maintain protected egress from and access to adjacent existing buildings/units at all times.
- E. Do not close or obstruct roadways or sidewalks without permits.
- F. Demolish in orderly and careful manner. Protect existing improvements.
- G. Carefully remove building components indicated to be reused.
- H. Confirm with GDPM personnel prior to demolition to verify any items to be salvaged and turned over to GDPM.
- I. Disassemble components as required to permit removal.
- J. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- K. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- L. Remove temporary Work.

### **3.4 CLEAN UP**

- A. Remove demolished materials from site as work progresses.
- B. Leave areas of work in clean condition.

**END OF SECTION**

**SECTION 02 50 00**  
**HAZARDOUS MATERIALS SPECIFICATIONS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Macparan Consulting has prepared environmental specifications for the abatement of known hazardous materials found in the buildings. Hazardous materials exist at various areas of the project site. Refer to the specifications prepared by macparan Consulting included after this Section.
- B. Contractor shall follow all applicable EPA rules and regulations when working with hazardous materials. It shall be the contractor's responsibility to remain in compliance at all times during the project.

**1.2 EXECUTION**

- A. Contractor shall be fully responsible for the proper removal and disposal of materials. All work shall be performed by trained individuals in accordance with the requirements of this Section, all current Federal, State, and Local laws/regulations. Follow the requirements set forth by the following specifications by macparan Consulting.

**END OF SECTION**

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**Asbestos Abatement Specifications**  
**Greater Dayton Premier Management**  
**700 Mount Crest Court**  
**Dayton, Ohio 45403**

Prepared by:

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## SPECIAL CONDITIONS

- I. All references to the Owner in these Specifications shall be interpreted as Greater Dayton Premier Management (GDPM) and their designated representatives.
- II. The Contractor shall secure, pay for, and maintain in full force and effect until no longer necessary, all licenses, regulatory notifications, permits and permissions required by Federal and State law, city ordinance, statute, or regulations and any rules or regulations of any service company that may assert control of any operation under this Contract. Copies of the above shall be filed prior to commencement of work.
- III. The Contractor shall maintain a temporary office on-site which he or his authorized agent shall man each workday. Copies of permits, Specifications marked up to date with all revisions and required regulations shall be kept in said office ready for use at all times. Said office shall have (at all times) a fully stocked first aid cabinet available for use for the Contractor's employees.
- IV. In performing the Contract, the Contractor may utilize the existing electric and water service at the Owner's cost. Temporary electrical connections must be performed by a certified electrician approved by the Owner. The Contractor shall be responsible for the safe conveyance of water and electricity to the project areas and for any resulting damage from such conveyance. All sources of water and electricity conveyance shall be subject to the Owner's approval.
- V. The Contractor is required to staff the project with at least one (1) Ohio Department of Health Certified Asbestos Hazard Abatement Specialist to act in the supervisory capacity and as the OSHA competent person per 29 CFR 1926.1101. The Supervisor/competent person must be onsite at all times during the project. All other workers must be certified, at a minimum, as an Ohio Department of Health Certified Asbestos Worker. Certification cards must be onsite at all times.
- VI. Prior to initiation of abatement activities, all workers must possess valid medical examination results from a licensed physician stating that the worker is capable of performing asbestos abatement, (i.e., wearing a respirator) and valid fit test results from within the past 12 months for the respirator being worn by the worker.
- VII. The Contractor is responsible for security of the work area and preventing unauthorized entry. The Contractor shall restrict access to Contractor personnel directly involved with the work, authorized Owner's Representatives, residents, guests, and regulatory inspectors legally entitled to inspect the work.
- VIII. All of the Contractor's employee's shall abide by Federal, State, and local laws and by the Owner's policies while on the premises.
- IX. No other Contractors shall be permitted to execute their work in the work areas until the asbestos hazard abatement work is completed.
- X. If the Contractor uses leased or rented vehicles to transport asbestos-containing waste from the job site, a signed statement from the lease/rental company must be submitted to the Owner stating that the company is aware that their vehicle is being used to transport asbestos-containing waste.
- XI. Complete waste disposal documentation must be submitted to the Owner after landfill receipt. Documentation must show date/time waste left job site to date/time waste was disposed of at the landfill identified on the EPA notification. Any layovers between leaving the job site (i.e., stored on the Contractor's property, etc.) and disposal date must be documented as well.

- XII. The Contractor is responsible for submitting a final asbestos abatement report to the Owner within thirty calendar days from the time of Substantial Completion. The contents of this final report shall contain all information required by the Owner's "Final Documentation Audit" found in Appendix A.
- XIII. In the event the Contractor utilizes non-English speaking workers, all required warning signs, Hazard Communications, etc., must be written in the language of the non-English speaking worker. At a minimum, one worker per work crew and/or work shift must speak English in order to communicate effectively with the Owner, Owner's Representatives and/or Emergency Response personnel.
- XIV. GDPM has retained the services of a Consultant to manage the project described herein. The Consultant shall represent the Owner in all phases of the work at the discretion of the Owner. The Contractor shall regard the Consultant's direction as authoritative and binding as provided herein, in matters including, but not limited to, the following:
- a. Pre-construction submittals
  - b. Approval of work areas
  - c. Review of air and visual monitoring results
  - d. Completion of the various segments of the work
  - e. Final completion of the work
  - f. Post-project submittals

END OF SECTION

## TECHNICAL ASBESTOS HAZARD ABATEMENT SPECIFICATIONS

### PART 1 – GENERAL

#### 1.1 DESCRIPTION OF WORK

This project involves the removal and proper disposal of asbestos-containing floor tile and mastic throughout the Mount Crest Court complex. The specific units to be included in the scope of work will be determined by the architect - refer to the drawings.

#### 1.2 SCOPE AND CONTRACTOR RESPONSIBILITIES

1.2.1 Work Specified – The Contractor shall furnish all labor, materials, employee training, services, insurance, bonds, regulatory notifications and/or permits, and equipment required to perform this Work in accordance with requirements of this Section.

1.2.2 The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor shall be responsible for any injury to himself, his employees, as well as for any damage to personal and GDPM property that occurs during the performance of this contract that is caused by his employee's fault or negligence. The Contractor shall maintain personal liability and property damage insurance having coverage having coverage for a limit as required by the laws of the State of Ohio.

#### 1.3 INDEMNIFICATION

1.3.1 Patent Indemnification – The Contractor shall pay all license fees and royalties and assume all cost incident to the use in the performance of work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights held by others. The Contractor shall indemnify and hold harmless the Owner, Consultant, and anyone directly or indirectly employed by them from and against all claims, damages, losses and expenses, including attorneys' fees and court and arbitration cost arising out of any infringement of patent rights incident to the use in performance of the work of any invention, design, process, product or device specified or not specified in the Contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### 1.4 TERMINOLOGY AND DEFINITIONS

1.4.1 Abatement – Procedures to control fiber release from asbestos-containing materials, i.e., removal, encapsulation, or enclosure.

1.4.2 Air Lock – A system for permitting ingress or egress without permitting air movement between a contaminated area or an uncontaminated area, typically consisting of two contained doorways at least 6 feet (2 meters) apart.

1.4.3 Air Monitoring – The process of measuring the fiber content of a specific volume of air in a stated period of time. Phase contrast microscopy in accordance with NIOSH Method No. 7400 is the prescribed method of sampling and analysis.

1.4.4 Air Sampling Technician – A person trained and experienced in air sampling techniques and schemes who performs air sampling under the direction of the Environmental Project Manager or C.I.H.

- 1.4.5 Amended Water – Water to which a surfactant has been added.
- 1.4.6 Asbestos Hazard Emergency Response Act (AHERA) - Congressional Act which requires local education agencies to identify friable and non-friable asbestos-containing building materials (ACBM) in public and private elementary and secondary schools; submit management plans to the Governor of their state; implement management plans in a timely manner; and maintain complete records of any action involving the disturbance of ACBM.
- 1.4.7 Authorized Visitor – The building owner or his representatives, air sampling technician, asbestos project manager, Consultant, or a representative of any regulatory or other agency having jurisdiction over the project.
- 1.4.8 Barrier – Plastic sheeting and/or other materials used along with the floors, ceilings, and walls of a structure to form an isolated Work environment that separates the contaminated work area from the uncontaminated area.
- 1.4.9 Bridging Encapsulant – A liquid designed to form a tough membrane over the surface of asbestos-containing materials.
- 1.4.10 Building Owner – GDPM or their authorized representative.
- 1.4.11 Clean Room – An uncontaminated area or room that is part of the workers' decontamination enclosure system, with provisions for storage of workers' street clothes and protective equipment.
- 1.4.12 Competent Person – A Contractor's employee (typically the foreman or superintendent) by virtue of his education and experience who is capable of operating an asbestos hazard abatement project in accordance with current EPA, OSHA, and NIOSH regulations, and standard Work practices established for asbestos removal. Duties of the competent person are as defined in 29 CFR 1926.1101 (0).
- 1.4.13 Consultant – A Certified Industrial Hygienist (C.I.H.), the designated Consultant, or an Industrial Hygiene Technician under the supervision of the C.I.H. or the Consultant.
- 1.4.14 Contaminated – Containing or coated with asbestos.
- 1.4.15 Curtained Doorway – A device to allow ingress or egress from one room to another while minimizing air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily formed doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Two curtained doorways spaced a minimum of 6 feet (2 meters) apart form an air lock.
- 1.4.16 Decontamination Enclosure System – A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- 1.4.17 Encapsulant – A liquid material that can be applied to asbestos-containing materials or cleaned substrates following the removal of asbestos-containing materials to control the possible release of residual asbestos fibers from the material by creating a membrane over the surface.
- 1.4.18 Encapsulation – All herein specified procedures necessary to coat asbestos-containing materials with a penetrating or bridging encapsulant to control the possible release of asbestos fibers into the ambient air.
- 1.4.19 Environmental Project Manager – An individual qualified by virtue of experience, designated as the Owner's representative; and responsible for supervising the on-site Consultant and ensuring compliance with the Project Specifications.

- 1.4.20 Equipment Decontamination Enclosure System – A decontamination enclosure system for materials and equipment, typically consisting of a designated area of the work area, a washroom, a holding area, and an uncontaminated area.
- 1.4.21 Equipment Room – A contaminated area or room that is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.
- 1.4.22 Facility Component – Any pipe, duct, boiler, tank, fan, engines, or furnace at or in a facility, or any structural member of a facility.
- 1.4.23 Fixed Object – A piece of equipment or furniture in the work area that cannot be removed from the work area.
- 1.4.24 Glovebag Technique – A method with limited applications for removing small amounts of asbestos-containing material from HVAC ducts, piping runs, valves, joints, elbows, and other uneven surfaces in an uncontaminated (plasticized) work area. The glovebag assembly is a manufactured or fabricated device consisting of a glovebag (typically constructed of 6-mil transparent plastic); two inward-projecting, long-sleeve, rubber gloves; one inward-projecting water wand sleeve; an internal tool pouch; and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique, must be highly trained, experienced, and skilled in this method.
- 1.4.25 HEPA Filter – A highly-efficiency particulate air (absolute) filter capable of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 micrometer in length.
- 1.4.26 HEPA Vacuum – High-efficiency particulate air (absolute) filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be 99.97 percent efficient for retaining 0.3-micrometer particles or larger.
- 1.4.27 Holding Area – A chamber between the washroom and an uncontaminated area in the equipment decontamination enclosure system. The holding area comprises an air lock.
- 1.4.28 Movable Object – A piece of equipment or furniture in the work area that can be removed from the work area.
- 1.4.29 Negative Pressure Ventilation System – A local exhaust system capable of maintaining a detectable pressure differential across containment barriers relative to adjacent unsealed areas.
- 1.4.30 NESHAPS – The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).
- 1.4.31 NIOSH – The National Institute for Occupational Safety and Health.
- 1.4.32 OSHA – Occupational Safety and Health Administration.
- 1.4.33 Penetrating Encapsulant – A liquid designed to saturate the material, thereby binding asbestos fibers to one another and to other substances in the material.
- 1.4.34 Plasticize – To cover floors, walls, etc., with plastic sheets as herein specified.
- 1.4.35 Removal – All herein specified procedures necessary to strip or clean up asbestos-containing materials from designated areas and to dispose of these materials at an acceptable disposal site.
- 1.4.36 Shower Room – A room between the clean room and the equipment room in the worker decontamination enclosure system, with hot, and cold or warm running water and suitably arranged

for complete showering during decontamination. The shower room comprises an airlock between contaminated and clean areas.

- 1.4.37 Staging Area – Either the holding area or an area near the waste-transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.
- 1.4.38 Stripping – All herein specified procedures necessary to remove asbestos-containing materials or asbestos-contaminated materials from their substrate or from any component of the facility.
- 1.4.39 Substrate – The underlying surface or material (piping, duct, boilers, tanks, chase floors, etc.) to which asbestos-containing material has been applied.
- 1.4.40 Surfactant – A chemical wetting agent added to water to improve penetration.
- 1.4.41 Thermal System Insulation – Insulation used to prevent heat loss from pipes, boilers, tanks, breeching, heat exchangers, etc.
- 1.4.42 Washroom – A room between the work area and the holding area in the equipment decontamination enclosure system. A washroom comprises an air lock.
- 1.4.43 Wet Cleaning – The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools that have been dampened with water, and then disposing of these cleaning tools as asbestos-contaminated waste.
- 1.4.44 Work Area – Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may be contaminated as a result of such abatement actions. A contained work area is one that has been sealed, plasticized, and equipped with a decontamination enclosure system. An isolated work area is a controlled-access work area that has been isolated by plastic curtains and in which the openings to the outside are sealed with plastic sheeting. An isolated work area is not an airtight containment area and is not equipped with a decontamination enclosure system.
- 1.4.45 Worker Decontamination Enclosure System – A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

## 1.5 APPLICABLE REFERENCE DOCUMENTS

The current issue of each document shall govern. If there is a conflict among requirements or with these Specifications, the more stringent requirement shall apply.

- 1.5.1 Regulations – Compliance is required in strict accordance with applicable Federal, State, municipal, and local regulations.
  - 1.5.1.1 Title 29, Code of Federal Regulations, Section 1910.1001, Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.
  - 1.5.1.2 Title 29, Code of Federal Regulations Section 1926.1101, Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.
  - 1.5.1.3 Title 29, Code of Federal Regulations Section 1910.134, General Industry Standard for Respiratory Protection.
  - 1.5.1.4 Title 29, Code of Federal Regulations Section 1926.59, Construction Industry Standard for Hazard Communication.



- 1.5.1.5 Title 29, Code of Federal Regulations Section 1910.1200, General Industry Standard for Hazard Communication.
- 1.5.1.6 Title 29, Section 1910.1000, Occupational Safety and Health Standards.
- 1.5.1.7 Title 40, Code of Federal Regulations, Part 61, Subpart A and M, National Emissions Standards for Hazardous Air Pollutants, U.S. Environmental Protection Agency (EPA).
- 1.5.1.8 Title 40, Code of Federal Regulations, Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, U.S. Environmental Protection Agency (EPA).
- 1.5.1.9 Title 40, Code of Federal Regulations, Part 761, Polychlorinated Biphenyls (PCB's).
- 1.5.1.10 Ohio Revised Code, Chapter 3710.
- 1.5.1.11 Title 49, Code of Federal Regulations, Hazardous Materials Transportation Regulations, U.S. Department of Transportation (DOT).
- 1.5.2 Guidance Documents
  - 1.5.2.1 Asbestos-Containing Materials in School Buildings: A Guidance Document, Part 1. Office of Toxic Substances, U.S. EPA, Washington, D.C. 1979.
  - 1.5.2.2 Asbestos-Containing Materials in School Buildings: A Guidance Document, Part 2. Office of Toxic Substances, U.S. EPA, Washington, D.C. 1979.
  - 1.5.2.3 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings: Washington, D.C. Office of Pesticides and Toxic Substances, U.S. EPA. 1983.
  - 1.5.2.4 Ibid. Appendix F: Recommended Specifications and Operating Procedures for the use of Negative Pressure Systems for Asbestos Abatement
  - 1.5.2.5 Guidance for Controlling Asbestos-Containing Materials in Buildings: Washington, D.C. Office of Pesticides and Toxic Substances, U.S. EPA. 1985.
  - 1.5.2.6 Measuring Airborne Asbestos Following an Abatement Action: Washington, D. C., Office of Pesticides and Toxic Substances, U.S. EPA. 1985.
  - 1.5.2.7 Asbestos Waste Management/Guidance: Generation, Transport, and Disposal: Washington, D.C., Office of Solid Waste, U.S. EPA. 1985.
  - 1.5.2.8 Notification of Regulated Waste Activity. Office of Solid Waste (OS-312), Washington, D.C., U.S. EPA. 1990.
- 1.5.3 Codes and Standards
  - 1.5.3.1 ANSI – American National Standards Institute, ANSI Z 9.2, Fundamentals Governing the Design and Operation of Local Exhaust Systems.
  - 1.5.3.2 NEC – National Electric Code. Any Work involving electrical equipment in a facility or wet environments shall be performed in strict accordance with the National Electric Code.
- 1.6 AIR MONITORING

1.6.1 Asbestos Exposure Monitoring Schedule and Sampling Strategy- At a minimum, the Contractor's air monitoring schedule and sampling strategy for asbestos-related work shall be conducted as follows:

TABLE I – ASBESTOS EXPOSURE MONITORING SCHEDULE

Phase of Abatement Project	When to Sample	Type of Sample	Minimum # of Samples*	Location
Removal	Each day of operation	Personal	1	Inside work area
		Excursion	1	Inside work area

**NOTE\*:** At a minimum, one out of four workers involved in asbestos hazard abatement activities shall be monitored during all removal and load-out phases of this Project. Short-term excursion samples shall also be collected per activity and/or at the request of the Owner.

1.6.2 Methods of Collection and Analysis

1.6.2.1 All air monitoring shall be conducted in accordance with 29 CFR 1926.1101(f). The sampling period shall be 7 to 8 hours, except on abbreviated work shifts, (or 30 minutes for excursion). The flow rate for the sampling pump shall be 0.5 to 2.5 liters/minute. Sampling pumps shall be calibrated daily to ensure proper flow-rates.

1.6.2.2 All pertinent personal exposure sampling data shall be completed in full on a daily basis with all required entries and calculations.

1.6.2.3 All samples collected by the Contractor or his representative shall be submitted daily for analysis. Completed data sheets must be submitted to the laboratory along with each day's filter samples.

1.6.2.4 The minimum number of employees and areas to monitor indicated on Table I shall not be interpreted as the total number of samples to be collected and analyzed each day. Multiple personal or area samples may have to be collected during the 7 to 8 hour work shift to accurately characterize a worker's exposure level. The number of samples collected shall depend on the degree of airborne contamination in the work area and the effectiveness of work practices and engineering controls. Overloaded filter samples or filter holder cassettes containing loose particulate matter are unacceptable. The air samples must be properly collected and representative of actual concentrations in each work area.

1.7 PERSONNEL PROTECTION

1.7.1 Worker Instruction – Prior to commencement of work, the workers shall be instructed and made knowledgeable about all aspects of the written respiratory protection program, hazards of asbestos exposure, decontamination procedures, entry and exit procedures, protective clothing requirements, safe work practices, and shall have received the OSHA required medical examination, per 29 CFR 1926.1101.

1.7.2 Respiratory Equipment – Workers shall be provided with personally issued and marked respiratory protection equipment approved by NIOSH and suitable for asbestos exposure level in the work area according to OSHA Standard 29 CFR 1926.1101. Sufficient filter cartridges for replacement shall be provided as required by the worker, applicable regulations, or as bound into this specification.

1.7.3 Protective Clothing - Workers shall be provided with sufficient sets of protective full-body clothing. Such clothing shall consist of full-body coveralls.

## 1.8 EMERGENCY PRECAUTIONS

1.8.1 Prepare a written contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, or any other event that may require modification of work procedures.

1.8.2 Local medical emergency personnel should be notified prior to commencement of abatement activities as to the likelihood of having to handle contaminated or injured workers and shall be advised on safe decontamination.

1.8.3 The Contractor shall be responsible for providing a minimum of one fire extinguisher, rated not less than ABC, for each three thousand square feet of containment area in accordance with 29 CFR 1926.150. Travel distance from any point inside the work area to the nearest fire extinguisher shall not exceed seventy-five feet.

1.8.4 Employees shall be trained in evacuation procedures in the event of work area emergencies.

1.8.4.1 For non-life-threatening situations, employees injured or otherwise incapacitated shall follow normal procedures with assistance from fellow workers, if necessary, before exiting the work area to obtain proper medical treatment.

1.8.4.2 For life-threatening injury, stabilize the injured worker and remove them from the work area to secure proper medical treatment.

1.8.5 Telephone numbers of all emergency response personnel shall be prominently posted in the job office along with location of the nearest telephone.

1.8.6 All accidents involving personal injury, property loss, or "near miss" incidents shall be immediately reported to the Owner. Record and document incident and corrective action taken and submit to the Owner.

## 1.9 SITE SECURITY

1.9.1 The Contractor shall post barrier tape at designated entrances to each work area.

1.9.2 The work area is to be restricted to authorized, trained, and protected personnel only. These may include the Contractor's employees, employees of Subcontractors, Owner's employees and representatives, State and local inspectors, and any other designated individuals.

1.9.3 Entry into the work area by unauthorized individuals shall be reported immediately to the Owner's representative by the Contractor.

1.9.4 The Contractor shall have control of site security of the work area during abatement activities in order to protect work efforts and equipment. The Owner shall maintain building security of the facility after work hours.

## 1.10 PARKING

- 1.10.1 The Contractor and/or Contractor's employee's shall be responsible for paying all associated fees and/or applying, paying for, and obtaining all required parking permits.

## **PART 2 - MATERIALS AND EQUIPMENT**

### **2.1 MATERIALS**

- 2.1.1 Material Delivery - All materials shall be delivered clean, in proper working order, and shall bear the name of the manufacturer and brand. MSDS sheets shall be required for all materials brought on-site by the Contractor.
- 2.1.1.2 All materials subject to damage shall be stored off the ground, away from wet or damp surfaces, and under sufficient cover to prevent damage or contamination.
- 2.1.1.3 Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with this Specification.
- 2.1.2 Polyethylene Sheeting - Polyethylene sheeting for all uses shall be a minimum of 6-mil thick. All polyethylene sheeting shall be sized in appropriate lengths and widths to minimize the frequency of joints.
- 2.1.3 Tape - Must be capable of sealing joints of adjacent plastic sheets, capable of attaching plastic sheets to finished or unfinished surfaces of dissimilar materials, and capable of adhering under dry and wet conditions, including use of amended water.
- 2.1.4 Surfactant - A surfactant shall consist of 50 percent polyoxyethylene ether and 50 percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of 1 ounce surfactant to 5 gallons of water, or according to manufacturer's Specifications.
- 2.1.5 Waste Containers - Must be suitable for receiving and retaining any asbestos-containing and/or contaminated materials. Plastic bags, 6-mil thick, are acceptable for friable asbestos, fiberglass insulation without metal components that could tear the bags. Note: acceptable containers may include polyethylene bags, cardboard boxes, woven bags, etc.
- 2.1.6 Other Materials - The Contractor shall provide all other materials, such as lumber, nails, and hardware, that may be required to construct and dismantle the decontamination units and the barriers that isolate the work area.

### **2.2 TOOLS AND EQUIPMENT**

- 2.2.1 The Contractor shall provide suitable tools and equipment for all phases of work for this Project.
- 2.2.2 Scaffolding and Ladders - Scaffolding and ladders shall be used as required to accomplish work specified and shall meet or exceed all applicable OSHA requirements and safety regulations.
- 2.2.3 Vacuums - All vacuums utilized to clean up asbestos-containing materials in the work area shall be equipped with HEPA filters.

2.2.4 Miscellaneous Tools and Equipment - The Contractor shall provide all other tools suitable for the stripping, removal, and encapsulation of asbestos-containing materials. These tools include, but are not limited to, scrapers, wire cutters, brushes, sprayers, sponges, utility knives, flexible wire saws, shovels, and brooms.

2.2.5 Use of Owner's Tools and Equipment - No tools or equipment of the Owner shall be used by the Contractor, unless permission in writing is granted by the Owner's representatives.

## 2.3 WATER SERVICE

2.3.1 Temporary Water Service Connection - All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, all connections and fittings shall remain in place for use by the Owner.

2.3.2 Water Hoses - Employ heavy duty, abrasion resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area. Provide fittings as required to allow for connections.

## 2.4 ELECTRICAL SERVICE

2.4.1 General - Comply with applicable NEMA, NECA, and UL standards and governing regulations for materials and layout of temporary electrical service. **NOTE:** All modifications and/or connections made to the buildings' electrical system shall be performed by a certified electrician at the consent of the Owner.

2.4.2 Lockout - Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise, existing power and lighting circuits to the work area are not to be used. All power and lighting to the work area and decontamination facilities are to be provided from temporary electrical panels.

2.4.2.1 Lockout power to circuits running through work area where feasible by switching off all breakers servicing these circuits. Label breakers with tape over breaker with notation "DANGER - circuit being worked on." Sign and date danger tag. Lock panel and have keys under the sole control of electrician and Supervisor. If circuits cannot be shut down for any reason, label energized power and lighting circuits, and equipment with tags reading "DANGER - live electric, Electrocution Hazard.

2.4.3 Electrical Distribution System - Temporary electric panels equipped with ground fault circuit interrupters (GFCI's) shall be installed outside of the enclosed work areas with sufficient circuits to support all AFD's, lighting, electric tools, and air sampling equipment inside and outside of the enclosed work area. All temporary electrical power shall comply with the requirements of the National Electric Code for Wet Environments. Provide only UF non-metallic sheathed cable.

2.4.4 Electric Tools - Electrical tools and equipment shall meet all applicable codes and regulations. GFCI's shall be used at all times for electrical equipment.

2.4.5 Electrical Power Cords - Use only grounded extension cords; use "hard service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.

## 2.5 TEMPORARY LIGHTING

2.5.1 Where natural lighting does not meet the required light level, provide one (1) 200 watt halogen light per every 500 square feet area. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.

## 2.6 FIRE EXTINGUISHERS

2.6.1 Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations, provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

## PART 3 - EXECUTION

### 3.1 SEQUENCE OF EXECUTION

3.1.1 Prepare the work area in the order in which they are presented in 3.1.2 through 3.1.4. This work shall be performed prior to any disturbance of ACM.

#### 3.1.2 Work Area Demarcation/Set-up

3.1.2.1 The work areas shall be demarcated with construction barrier tape and caution signs.

3.1.2.2 Critical seals and splash guards shall be constructed prior to removal of floor tile or mastic. The critical seals shall be constructed of 2-layers of six-mil polyethylene and be placed over doorways, vents, electrical outlets, windows, etc.

#### 3.1.3 Negative Air Filtration

3.1.3.1 Install HEPA-filtered air filtration devices (AFD) into the work areas and vent exhaust ducts through openings to the outside atmosphere. A negative pressure of -0,02" of water as measured by a manometer (provided by the Contractor) shall be maintained throughout the abatement.

#### 3.1.4 Decontamination Enclosure Systems

3.1.4.1 General - Build suitable framing and/or use existing rooms connected with framed-in tunnels, if necessary, and line with plastic sealed with tape at all lap joints for all enclosures and decontamination enclosure systems rooms. Either existing rooms outside of the work area or specially framed and sealed temporary areas shall be used for the decontamination enclosure system. Convenience and proximity to the work area shall be the determining factors. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock.

3.1.4.2 Worker Decontamination Enclosure System - Construct a worker decontamination enclosure system contiguous to the work area that consists of three totally enclosed chambers as follows:

- An equipment room with two curtained doorways: one to the work area and one to the shower room.
- A shower room with two curtained doorways; one to the equipment room and one to the clean room. One shower shall be provided for every ten (10) workers or fraction thereof as required by 29 CFR 1910.141(d)(3) To ensure against potential leakage, a metal pan with a minimum three inch lip shall be installed underneath each shower facility. Ensure soap is available at all times in the shower room. The shower waste water shall be drained, collected, and filtered through a system with at least 5 to 10 micron particle size collection capability. **NOTE:** A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles. All expended filters

shall be discarded as contaminated waste. Filtered water may be discharged to a sanitary or storm sewer drain.

- A clean room with one curtained doorway into the shower and one entrance or exit to uncontaminated areas of the building. The clean room shall have sufficient space for storage of workers' street clothes, towels, and other uncontaminated items.

**NOTE 1:** The chambers of the decontamination unit shall be built large enough to facilitate proper personnel decontamination and efficient loadouts of asbestos-containing waste.

**NOTE 2:** Use black plastic for the walls and curtains of the worker decontamination enclosure system to ensure the privacy of the workers.

### 3.2 ASBESTOS REMOVAL AND DECONTAMINATION PROCEDURES

- 3.2.1 Floor tiles shall be wetted and removed using long handle wooden scrapers. Should floor tiles become friable during abatement, the project will be stopped immediately. Removed tiles must be placed in an acceptable container for transportation to a dumpster or box truck. Note: acceptable containers may include polyethylene bags, cardboard boxes, woven bags, etc.
- 3.2.2 The floor tile mastic shall be dissolved with a commercially available solvent. Wood chips and/or wood shavings should be used to absorb the dissolved mastic prior to collection.

### 3.3 REMOVAL AND DISPOSAL OF CONTAMINATED WASTE

- 3.3.1 Fill disposal containers to a level that workers can handle safely and with ease.
- 3.3.2 Clean external surfaces of containers thoroughly by wet sponging in the designated areas. Place sealed plastic bags containing asbestos material into a second clean bag; twist the bag opening tightly, bend the twisted end downward, and seal with tape. Move all disposal containers to the holding area to await disposal at an approved landfill.
- 3.3.3 As disposal containers are filled, seal and move them to the staging area. Alternatively, the containers may be taken directly to the dumpster/box truck.
- 3.3.4 To prevent exceeding available storage capacity on-site as the work progresses (if applicable), remove sealed containers and dispose of such containers at an authorized disposal site in accordance with disposal regulatory requirements.
- 3.3.5 Transportation shall be by enclosed truck, trailer, or waste shipping container with the cargo area free of debris. Containers shall be placed in the cargo area so as to prevent shifting and damage during transport.
- 3.3.6 In certain instances, plastic bags or fiber and metal drums may not be adequate or suitable to handle certain asbestos-containing materials. As an alternative, the Contractor may remove asbestos-containing material that is bulky or cumbersome in two layers of 6-mil plastic sheeting sealed tightly at all joints with tape and/or spray adhesive. The waste shall be properly labeled in accordance with current OSHA, DOT and NESHAP requirements before transportation to the approved disposal site.

### 3.4 CLEANUP OF THE WORK AREA

3.4.1 Remove visible accumulations of material and debris located in the work areas. The floor and all horizontal surfaces shall be HEPA vacuumed and wet wiped.

### 3.5 DETERMINING ABATEMENT COMPLETION

#### 3.5.1 Visual Inspection

3.5.1.1 The Consultant shall conduct a thorough visual inspection of each work area after the Contractor has indicated that all asbestos-containing floor tile and mastic have been completely removed.

3.5.1.2 Items to be checked during the visual inspection include, but are not limited to, the following:

- The presence of visible floor tile and/or floor tile mastic.

NOTE: Only after the work area has passed the visual inspection will the Contractor be permitted to remove the polyethylene, warning signs, and barrier tape.



**APPENDIX A**  
**FINAL DOCUMENTATION AUDIT**

## **FINAL DOCUMENTATION AUDIT**

Throughout the progress of the Work, the Contractor's Supervisor or Foreman of each crew shall compile the following documentation to be submitted to the Owner at Substantial Completion. This will be done so that the "Project Record Documents" can be annotated to provide factual information regarding all aspects of the Work. The Contractor shall be required to submit all items listed below before final payment can be issued.

1. Air monitoring data (including sample ID number, employee's social security number, rate, time, volume, limits of detection, calibration data, and concentration).
2. Copies of all transport and disposal manifest.
3. Daily project log.
4. Accreditation and worker medical documentation for all Contractor employees.
5. Copy of Contractor's Ohio Department of Health License.
6. Special permits (if required).
7. Landfill forms/dump receipts.

**SECTION 06 10 00**  
**ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section includes subfloor and underlayment, miscellaneous blocking.

**1.2 QUALITY ASSURANCE**

- A. Perform Work in accordance with the following agencies:
  - 1. Lumber Grading Agency: Certified by DOC PS 20.
  - 2. Wood Structural Panel Grading Agency: Certified by EWA - The Engineered Wood Association.
  - 3. Plywood Grading Agency: Certified by APA.
  - 4. Lumber: DOC PS 20.
  - 5. Wood Structural Panels: DOC PS 1 or DOC PS 2.
- B. Perform Work in accordance with Ohio Building Code.
- C. Apply label from agency approved by authority having jurisdiction to identify each preservative treated and fire retardant treated material.

**PART 2 PRODUCTS**

**2.1 LUMBER MATERIALS**

- A. Lumber Grading Rules: SPIB, ASLS.
- B. Non-structural Light Framing: Stress Group D, spruce, pine, fir species, 19 percent maximum moisture content.
- C. Studding: Stress Group D, spruce, pine, fir species, 19 percent maximum moisture content.

**2.2 SHEATHING MATERIALS**

- A. Plywood Floor Sheathing: APA Rated Sheathing Structural I, Span Rating 16"; Exposure Durability 1; unsanded., nominal 3/4" thickness (match conditions)
- B. Plywood Underlayment: Structural I, Span Rating 16"; Exposure Durability 1; sanded. Thickness per conditions, 1/4" nominal.

**2.3 MISCELLANEOUS BLOCKING / FIREBLOCKING**

- A. blocking: Solid lumber, structural wood panel, or particleboard.
  - 1. Solid lumber nominal 2 inches thick.

**2.4 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Fasteners: ASTM A153/A153M, hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
  - 2. Nails and staples: ASTM F1667.
- B. Die Stamped Connectors: galvanized steel, as applicable
- C. Structural Framing Connectors: Galvanized steel, sized to suit framing conditions.
  - 1. Simpson or Equal.

- D. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Powder actuated fasteners into slab. Hilti or Equal. All anchors sized to suit application and loads.
- E. Building Paper: ASTM D226; spun bonded polyethylene, Tyvek or Equal.

### **PART 3 EXECUTION**

#### **3.1 FRAMING**

- A. Provide blocking as required to suit installation. Replace deteriorated or missing blocking as required.
- B. Erect wood framing members in accordance with Ohio Building Code. Place members level and plumb. Place horizontal members crown side up.

#### **3.2 SHEATHING**

- A. Install sheathing over framing members in full size sheets in accordance with APA Construction Guide. Only where required by conditions at bathrooms.
- B. Install underlayment in accordance with APA Construction Guide.
  - 1. 3d x 1 ¼" ring shank nails at 3" at perimeter and 6" in field. **No staples permitted.**
  - 2. Glue to subfloor as applicable by condition.
- C. Install new subfloor where required by deteriorated conditions [work will be accomplished using the deteriorated framing/finishes allowance]. Match existing floor thickness. Install new/additional blocking as required by framing conditions to provide solid bearing at panel edges.
- D. Install new underlayment at ALL areas of wood framed floor systems. Remove all existing underlayment down to original subfloor.
- E. Fasten sheathing in accordance with Ohio Building Code.
- F. Use sheathing clips between sheets between roof framing members.

#### **3.3 FIREBLOCKING AND DRAFTSTOPPING**

- A. Install fireblocking to cut off concealed draft openings as required.
  - 1. Concealed Framed Wall and Furred Spaces: Install fireblocking vertically at floor and ceiling levels and horizontally.
  - 2. Connections Between Horizontal and Vertical Spaces: Install fireblocking between vertical walls and partitions and the following:
    - a. Horizontal floor and roof framing.
    - b. Soffits, dropped ceilings, cove ceilings and other horizontal concealed spaces.

#### **3.4 TOLERANCES**

- A. Framing members: ¼ inch from indicated position, maximum.

#### **3.5 SCHEDULE**

- A. Replacement of underlayment at ALL wood framed floor systems – base bid work.
- B. Blocking, misc. framing – costs deducted from deteriorated conditions allowance based upon field conditions.
- C. Replacement of bathroom subfloor – costs deducted from deteriorated conditions allowance based upon field conditions.

**END OF SECTION**

**SECTION 07 90 00**  
**JOINT PROTECTION**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section includes sealants and joint backing.

**1.2 SUBMITTALS**

- A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

**1.3 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

**1.4 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing Work of this section with minimum three years documented experience.

**1.5 SUSTAINABLE DESIGN SUBMITTALS**

- A. Indoor Air Quality Certificates:
  - 1. Certify volatile organic compound content for each interior adhesive and sealant and related primer.

**1.6 QUALITY ASSURANCE/ MOCKUP**

- A. Provide a mock-up of each type/installation of sealant.

**PART 2 PRODUCTS**

**2.1 JOINT SEALERS**

- A. Manufacturers:
  - 1. DAP
  - 2. Pecora Corp.
  - 3. Tremco Corp.
- B. Product Description:
  - 1. **Polyurethane Sealant:** ASTM C834, Grade NS, Class 25, Single component water based, paintable sealant.
    - a. Applications: Joints between opening frames and other materials, other joints for which no other sealant is indicated.
    - b. Trowelable application around floor registers and plumbing pipes, etc.
    - c. Color: Standard colors matching finished surfaces
    - d. Manufacturer to provide 50 year performance warranties of material.
  - 2. **Multi Polymer Sealant:** ASTM C920, Grade NS, Class 25, Single component, Type S, NS, NT, paintable sealant
    - a. Applications: Trim, and Exterior Joints.
    - b. Color: Painted to match adjacent finishes.
    - c. Manufacturer to provide 50 year performance warranties of material.
  - 3. **General Purpose Interior Sealant: Elastomeric latex;** ASTM C920, Type S, Grade NS, Class 25. Use NT,G,A and M, Single Component, Paintable

- a. Applications: Use for interior wall and ceiling control joints, joints between door and window frames and wall surfaces, and other interior joints for which no other type of sealant is indicated.
- b. Color: Standard colors matching finished surfaces.
- c. Manufacturer to provide 50 year performance warranties of material.
- 4. **Primer Sealer:** Formulated to consolidate surface fibers and dust.
- 5. **Silicone Sealant:** silicone; ASTM C920, Type S, Grade NS, Uses M and A; single component, mildew resistant, formulated with fungicide
  - a. Applications: Use for joints between plumbing fixtures and floor and wall surfaces, and joints between kitchen and bathroom counter tops and wall surfaces.

## 2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
- B. Verify joint backing and release tapes are compatible with sealant.

### 3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.

### 3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193.
- B. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.

### 3.4 SCHEDULE

- A. Exterior Joints for which No Other Sealant Type is Indicated: Type **Polyurethane**.
- B. Interior Joints at Kitchen and Wet Areas: **Silicone**
- C. Interior Joints for which No Other Sealant Type is Indicated: Interior **Elastomeric Latex**, Paintable

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**END OF SECTION**

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**SECTION 09 65 00**  
**RESILIENT FLOORING**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section includes resilient tile flooring and rubber base; transition strips.

**1.2 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data.
1. Submit documentation that VCT meets the certification for low-emitting products under the SCS Floor Score program.
  2. Submit documentation that adhesives meet the requirements set forth in SCAQMD Rule #1168.
  3. Submit documentation of material extraction and manufacturing locations.
- B. Samples:
1. Submit manufacturer's complete set of color samples for initial selection.
  2. Submit three samples, 2x2 inch in size illustrating color and pattern for each resilient flooring product specified.

**1.3 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: Submit maintenance instruction and data.

**1.4 QUALITY ASSURANCE**

- A. Surface Burning Characteristics:
1. Floor Finishes: Class I, minimum 0.45 watts/sq cm when tested in accordance with NFPA 253.
  2. Base Material: Class I, minimum 0.45 watts/sq cm when tested in accordance with NFPA 253.

**1.5 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

**PART 2 PRODUCTS**

**2.1 TILE FLOORING**

- A. Manufacturers:
1. Armstrong World Industries, Inc.: Standard Excelon or Equal
- B. Vinyl Composition Tile: ASTM F1066:
1. Size: 12 x 12 inch.
  2. Thickness: 0.125 inch.
  3. Pattern: Through pattern.

**2.2 RESILIENT BASE**

- A. Manufacturers:
1. Johnsonite, Div. of Duramax, Inc.
  2. Roppe Corp.
  3. Armstrong World Industries

- B. Base: ASTM F1861 Rubber; top set covered:
  - 1. Height: 4 inch.
  - 2. Thickness: 0.125 inch thick.
  - 3. Finish: Matte.
  - 4. Length: Roll.

### **2.3 ACCESSORIES**

- A. Subfloor Filler: Premix latex; type recommended by floor material manufacturer.
- B. Primers and Adhesives: Waterproof, types recommended by floor material manufacturer.
- C. Sealer and Wax: Armstrong S-480 Commercial Floor Polish or Equal.
- D. Moldings and Edge Strips: Metal, profile as required by conditions.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify concrete floors are dry to maximum moisture content as recommended by manufacturer, and exhibit negative alkalinity, carbonization, and dusting.

### **3.2 PREPARATION**

- A. Clean substrate.
- B. Fill low spots and other defects with sub-floor filler.
- C. Apply primer as required to prevent "bleed-thru" or interference with adhesion by substances that cannot be removed.

### **3.3 INSTALLATION**

- A. Spread adhesive and set flooring in place. Press tile flooring to attain full adhesion.
- B. Install tile flooring with joints and seams parallel to building lines. Allow minimum 1/2 full size tile width at room or area perimeter.
- C. Scribe flooring to produce tight joints at items penetrating flooring.
- D. Where floor finishes are different on opposite sides of door, terminate flooring under centerline of door.
- E. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- F. Adhere base tight to wall and floor surfaces.
- G. Fit joints tightly and make vertical. Miter internal corners. Install pre-molded interior and exterior corners.
- H. Damp-mop with a neutral detergent solution such as Armstrong S-485 Floor Cleaner at 3 to 4 ounces per gallon, while carefully scrubbing black marks and excessive soil.
- I. Remove excess adhesive from surfaces without damage.
- J. Apply three (3) coats of a high-quality commercial floor polish Armstrong S-480 Floor Polish.
- K. Buff to high sheen.
- L. Protect finish floor after installation.

### **3.4 SCHEDULE**

- A. VCT:

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1. 12 x 12 VCT at all areas of the unit. 1 color, quarter turn pattern.
- B. Base:
1. 4" rubber base at all areas of the unit.
- C. Transitions / Edge Strips:
1. Provide metal transitions between VCT floor and edges including at second floor stair landing and at top of stairs, other applicable areas/transitions.

**END OF SECTION**

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**SECTION 23 05 00**  
**HVAC REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section includes Air devices

**1.2 SUBMITTALS**

- A. Product Data: Submit data on HVAC equipment and materials.
  - 1. Air devices.

**PART 2 PRODUCTS**

**2.1 AIR OUTLETS AND INLETS**

- A. Air distribution devices shall be manufactured by Hart & Cooley, Titus, Tuttle & Bailey, Kreuger, or Price. All devices of a common type shall be by the same manufacturer. Match sizes of existing openings in duct [4x10 or 4x12].

**PART 3 EXECUTION**

**3.1 AIR OUTLETS AND INLETS**

- A. Carefully align square and rectangular devices with the vertical and horizontal building lines. Diffusers shall be attached rigidly to the ductwork.

**END OF SECTION**

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# General Contract Conditions for Small Construction/Development Contracts

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 01/31/2014)

**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$100,000.

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

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

- (b) The Contractor's right to proceed shall not be terminated or the

Contractor charged with damages under this clause if –

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. Termination for Convenience

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

### 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

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

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

## 7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 8. Changes

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor



breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### **9. Examination and Retention of Contractor's Records**

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### **10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)**

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

#### **11. Energy Efficiency**

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

#### **12. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### **14. Labor Standards - Davis-Bacon and Related Acts**

##### **(a) Minimum Wages.**

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

a prominent and accessible place where it can be easily seen by the workers.

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

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification

of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(d) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

**(e) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

**(g) Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

**(h) Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

**(i) 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.

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

**(k) Certification of Eligibility.**

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

**(l) Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

**(m) Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.



Dayton Metropolitan Housing Authority dba  
 Greater Dayton Premier Management  
 400 Wayne Ave.  
 P.O. Box 8750  
 Dayton, Ohio 45401-8750  
 Telephone (937) 910-7500  
 Fax (937) 910-7689



### Section 3 Business Concern Application

The purpose of Section 3 is to ensure that economic opportunities generated by certain HUD funded projects shall, **to the greatest extent feasible**, and consistent with existing Federal and State laws, be directed to low- and very low-income persons (particularly those receiving assistance for housing), and to the businesses that provide economic opportunities to these persons. Section 3 is **race and gender neutral**. The preference is **income and location based**.

*Use guidelines on page 3 to determine if your business or any of your subcontractors qualify for Section 3 status*

**NAME OF BUSINESS:** \_\_\_\_\_

**ADDRESS OF BUSINESSES:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**PAGER NUMBER:** \_\_\_\_\_ **CELLULAR NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**1. TYPE OF BUSINESS** (Check Applicable Status)

- Corporation                       Partnership                       Sole Proprietorship                       Joint Venture

Ethnicity: \_\_\_\_\_ Gender: \_\_\_\_\_ Federal Employer Identification Number/SSN \_\_\_\_\_

**2. CHECK AND ATTACH ALL THAT APPLY**

- If corporation, statement from Secretary of State showing firm is current with annual fees or provide copy of cancelled check.
- Sole Owner (If Applicable)
- List of Owners/Stockholders and ownership percentage (%) of each
- Partnership or Joint Venture Agreement
- Business Occupational License

**3. CHECK WHERE APPLICABLE** (all applicable forms may be obtained at <http://www.dmha.org/doing-business-with-dmha/section-3-overview/section-3.html>)

- I am an individual, sole proprietorship, partnership, corporation or joint venture NOT claiming a Section 3 preference (please check Section 3 resident/business definitions and income guidelines\*\*\* at the end of this document prior to selecting this option).
  - Prime Contractor submit: Form sec3-001b, List of Current (pre-bid) Employees
  - Prime Contractor submit: Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment
- I am an individual, sole proprietorship, partnership, corporation or joint venture claiming a Section 3 preference as:
  - (1) An individual, sole proprietorship, partnership, corporation or joint venture that has a 51% ownership by a Section 3 qualified individual (see guidelines on the page 3).**
    - Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
    - Prime Contractor submit: Form sec3-001b, Section 3 Employee List
    - For the Owner claiming 51% or more Ownership submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
    - For the Owner claiming 51% or more Ownership submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

**(2) A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents see guidelines on the page 3).**

- Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
- Prime Contractor submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation
- Prime Contractor submit: Form sec3-001c, Section 3 Business Contractor or Subcontractor Payroll Report Complete for each F/T employee who has been employed at least one month. (this includes all employees of the company)
- For each Section 3 Employee submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
- For each Section 3 Employee submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

**(3) A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.**

- Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation completed by the prime contractor
- Prime Contractor submit: Form sec3-001b, Section 3 Employee List and all required supporting documentation completed by the prime contractor
- Prime Contractor submit: Form sec3-001d, Section 3 Contractor or Subcontractor Report (this list must demonstrate that 25% of the total dollar award of all subcontracts to be awarded to Section 3 business concerns).
- For each Section 3 Subcontract submit: Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation for each individual, sole proprietorship, partnership, corporation or joint venture claimed on the subcontractor list.
- For each Section 3 Subcontract submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)
- For each Section 3 Subcontract submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)
- For each Section 3 Subcontract submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation completed by each subcontractor

***I certify to the best of my knowledge that the information contained here within, and the documents attached, is true and correct.***

**CORPORATE SEAL**

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Date Received: \_\_\_\_\_ Initial Application Reviewed by: \_\_\_\_\_

Final Application Reviewed by: \_\_\_\_\_ Approval Status: Approved  Denied

## Why Certify as a Section 3 Business:

### 1) Receive preference during the bidding/proposal process

(considering responsiveness and responsibility of the quoter, the award will be made to the company claiming Section 3 preference if its quote is within 10% of the lowest quote submitted; see sec3-008 form for award process for bids and proposals)

### 2) Gain more business opportunities with governmental entities and private sector companies that support economic development goals.

### 3) Boost your business growth and service/product output

#### Individuals who qualify as Section 3 residents:

1. A Public housing resident; or
2. An individual who resides in Montgomery County; and is
3. A low-income or very-low income person as defined by HUD.

#### What defines a person of low and very low income?

A person of **low-income**, as defined in *Section 3(b)(2) of the 1937 Housing Act (42 USC 1437a (b)(2)) and 24 Code of Federal Regulations (CFR) part 135* of HUD regulations, means families (including single persons) whose incomes **do not exceed 80% of the median income** for the area.

A person of **very low-income**, as defined in *Section 3(b)(2) of the 1937 Housing Act (42 USC 1437a (b)(2)) and 24 Code of Federal Regulations (CFR) part 135* of HUD regulations, means families (including single persons) whose incomes **do not exceed 50% of the median income** for the area.

#### CHART 1

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
<b>Very Low-Income</b>	\$21,100	\$24,100	\$27,100	\$30,100	\$32,550	\$34,950	\$37,350	\$39,750
<b>Low-Income</b>	\$33,750	\$38,550	\$43,350	\$48,150	\$52,050	\$55,900	\$59,750	\$63,600

Note: \*2014 Median Family Income for Ohio: \$60,200 ([www.huduser.org](http://www.huduser.org))

If you do not wish to use employees' annual salaries to determine whether they meet criteria as a Section 3 resident, you can use their hourly wages to determine their eligibility, also.

#### CHART 2

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
VERYLOW-INCOME	\$10.14	\$11.59	\$13.03	\$14.47	\$15.65	\$16.80	\$17.96	\$19.11
LOW-INCOME	\$16.23	\$18.53	\$20.84	\$23.15	\$25.02	\$26.88	\$28.73	\$30.58

\*Note: Hourly rates were calculated by dividing each of the salaries in Chart 1 by the total number of work hours in a year (i.e. \$60,200/2,080 = \$28.94)

In order to determine the number of members an employee has within their household, you may utilize personnel records such as tax records and/or other payroll data (i.e., state and federal exemptions), insurance/beneficiary records or emergency contact persons provided by the employee.

#### A Section 3 Business Concern is a business concern:

- 1) That is 51% or more owned by a Section 3 resident; or
- 2) Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of the first employment with the business concern have been Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to a business concern that meets the qualifications in paragraph 1) or 2) above.
- 4) When it is formed as a part of a **Section 3 joint venture**. In this venture Section 3 business concern should:

- Be responsible for a clearly defined portion of the work to be performed and hold management responsibilities; and

- Perform at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.





Dayton Metropolitan Housing Authority dba  
 Greater Dayton Premier Management  
 400 Wayne Ave.  
 P.O. Box 8750  
 Dayton, Ohio 45401-8750  
 Telephone (937) 910-7500  
 Fax (937) 910-7689



**Section 3 Business Employee List (To be submitted with bid/offer)**  
 Form sec3-001b

COMPANY NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ E-MAIL \_\_\_\_\_

**Instructions:** Please complete (type or legibly print) information for all employees of the company. Note, include all Section 3 and non-Section 3 company employees. For Section 3 employees,\*\* attach form sec3-002a, Section 3 Resident Preference Claim Form AND form sec3-002b, Section 3 Resident or Employee Household Income Certification (downloadable at <http://www.dmha.org/doing-business-with-dmha/section-3-overview/section-3.html>). USE ADDITIONAL PAGES OF THIS FORM WHERE NECESSARY AND NUMBER EACH PAGE.

Employee Name	Address	Job Title	Date of Hire	FT or PT	Yearly Median Family Income	Sec. 3 Employee (Yes or No)

Legend: FT = Full Time PT = Part time Sec. 3 = Section 3 Resident

TOTAL NUMBER OF EMPLOYEES: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\* Section 3 resident is an individual who is a public housing resident, or who resides in the metropolitan area where the Section 3 assistance is being expended AND who is low or very low income \*\*\* or a person seeking the training and/or employment preference provided by Section 3 program, or a person receiving unemployment benefits, or a returning veteran, or a recent college or vocational school graduate or a woman in non-traditional career.

Income Level Determination\*\*\*

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Very Low-Income	\$21,100	\$24,100	\$27,100	\$30,100	\$32,550	\$34,950	\$37,350	\$39,750
Low-Income	\$33,750	\$38,550	\$43,350	\$48,150	\$52,050	\$55,900	\$59,750	\$63,600

Note: \*2014 Median Family Income for Ohio: \$60,200 ([www.huduser.org](http://www.huduser.org))

**SECTION 3 NARRATIVE ACTION PLAN**  
(MUST BE FILLED OUT FOR A VALID QUOTE/BID/PROPOSAL)

Please outline your strategy in complying with Section 3 contracting and hiring goals.

I. Overview

Description of the project's work detail

Proposed contracting opportunities for Section 3 businesses

Proposed positions for new hires (job description, if available)

II. Describe how your company will advertise contracting opportunities and open positions

III. Implementation Schedule: (Provide an overview of the activities involved in executing Section 3 plan (ex. hiring/contracting process and benchmarking, expanding the pool of candidates for a new position or a contract by contacting GDPM and/or job and training organizations in the community to identify qualified individuals and business concerns, etc.)).

IV. Are there any other *creative* or *innovative* ideas your company would like to implement in order to fulfill your Section 3 compliance obligations? If yes, please describe.

V. Can your company provide training opportunities for public housing residents as an option for meeting your Section 3 requirements? If yes, provide an overview of your training plan.

**Please provide the following information on each intended subcontractor:**

*(Attach a separate sheet if necessary)*

<i>Name</i>	<i>Address</i>	<i>Phone #</i>	<i>Amount of Subcontract</i>	<i>Section 3 Category 1, 2 or 3</i>

**APPLICATION CERTIFICATION**

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. The undersigned fully understands that false statements or information are punishable under Federal and State Law, and that the business may be removed from the Greater Dayton Premier Management (GDPM) vendor list for false statements of information. The undersigned also realizes that GDPM may verify any information provided by the vendor within this Section 3 Business Certification Form.

The vendor hereby waives and releases any right the vendor may have or assert against the Greater Dayton Premier Management by virtue of its reliance on information provided by outside investigatory or informational agencies. Vendor acknowledges that GDPM will include the business (if applicable) within its database for the applicable Section 3 category. Such information may be submitted to other vendors as a form or reference the vendor may utilize in order to meet its GDPM Section 3 requirements. Nothing contained with this Section 3 Certification Form is to be interpreted as a promise by Greater Dayton Premier Management to contract with the vendor.

\_\_\_\_\_ *(Name of Corporation)*

\_\_\_\_\_ *Signature of Authorized Representative*

By: \_\_\_\_\_ *(Please Print Name of Above Signed Representative)*

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

**MINORITY BUSINESS ENTERPRISE**  
**(MBE/WBE/DBE/SBE/Edge Cert./VBE)**

The following Proposal conditions apply to this Contract. Submission of a Proposal by a Proposer shall constitute full acceptance of these Proposal conditions:

**I. MINORITY OWNED BUSINESS PARTICIPATION (MBE/WBE/DBE/SBE/Edge Cert./VBE)**

Dayton Metropolitan Housing Authority (DMHA) has established a Minority Business Enterprise (MBE) goal for all construction projects, professional service contracts and for suppliers of goods and services. The MBE goals are: 25% of construction contract, 15% of professional service contracts and 15% of the purchases of goods, materials, supplies and services. DMHA receives funding from the Department of Housing and Urban Development (HUD). All HUD funds for the purchase of construction, renovation projects, goods, materials, supplies and services shall follow the procedures below. The above guidelines are applicable to MBE/WBE/SBE/DBE/VBE/EDGE.

General information contained in this section of the specifications, regarding DMHA's MBE requirements is detailed in the MBE plan. Copies of the plan are available upon request.

**I. DEFINITIONS:**

**Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business (DBE), Small Business Enterprise (SBE), Edge Certified (EDGE) and Veteran Owned Business (VBE).**

- A. MBE stands for **Minority Business Enterprise**. An MBE is defined as a business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

MBE Resources available in the community:

**Ohio MBE Certification;**

<http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>  
Equal Opportunity Division  
MBE Certification Office  
30 E. Broad St., 18th floor  
Columbus, Ohio 43215-3414  
(614) 466-8380; [www.MBE.ohio.gov](http://www.MBE.ohio.gov)

**City Of Dayton Minority Contractors Business Assistance Program (MCBAP);** <http://www.daytonmcbap.com/>

City of Dayton  
Minority Contractors Business Assistance Program  
201 Riverside Drive, Suite 1E Dayton, OH 45405-4956  
Phone: 937.223.2164  
Fax: 937.223.8495

**City of Dayton Human Relations Council;** Call 937-333-1403 or fax 937-222-4589 or visit <http://www.cityofdayton.org/departments/hrc/Pages/ContractCompliance.aspx>,

**Dayton Minority Biz**

40 South Main St. Suite 700, Dayton, Ohio 45402.  
Phone: (937) 660-4831; <http://www.daytonminoritybiz.com/>

**South Central Ohio Minority Supplier Development Council**

Crystal J. Davis, Director of Certification & Cincinnati Area Manager  
300 Carew Tower  
441 Vine Street  
Cincinnati, Ohio 45202  
Bus: 513.579.3104, Fax: 513.579.3101; <http://www.scomsdc.org>

- B. WBE stands for **Women Business Enterprise**. A WBE is defined as a business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of these owners.

WBE resources available in the community:

**Ohio WBE Resources:**

<http://development.ohio.gov/Entrepreneurship/WomensBusinessResource.htm>

**City of Dayton Human Relations Council:**

<http://www.cityofdayton.org/departments/hrc/Pages/default.aspx>

**US SBA WBE Resources:**

<http://www.sba.gov/aboutsba/sbaprograms/onlinewbc/index.html>

**Women's Business Enterprise National Council**

<http://www.wbenc.org/Certification/>

Women's Business Enterprise National Council,  
1120 Connecticut Avenue, N.W. Suite 1000, Washington, DC 20036

- C. DBE stands for **Disadvantaged Business Enterprise**. A DBE is defined as a "**small business concern**" by the Small Business Administration, that is at least 51% owned by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more of these socially and economically disadvantaged owners. These firms are essentially the same as MBEs and WBEs except that the size of the firm is also a factor when determining its status. "DBE" is a federal term. Federally funded or federally-assisted projects use DBEs rather than MBEs and WBEs. The qualifying size of a firm depends on the type of industry.

DBE and SBE resources available:

[Ohio Department of Transportation, Division of Contract Administration](http://www.dot.state.oh.us/CONTRACT/) (**Construction** lists DBE-certified contractors):  
[www.dot.state.oh.us/CONTRACT/](http://www.dot.state.oh.us/CONTRACT/)

**Small Business Standards:**

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/index.html>

**SBA Certifications:**

<http://www.sba.gov/services/contractingopportunities/certifications/index.html>

- D. The State of Ohio's **EDGE program** provides an EDGE to small businesses by **Encouraging Diversity, Growth and Equity** in public contracting. EDGE is an assistance program for economically and socially disadvantaged business enterprises. To view a list of EDGE vendors: Visit the EDGE certification Web site at [www.das.ohio.gov/EDGE](http://www.das.ohio.gov/EDGE) for the latest list.

EDGE resources available: <http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>

DMHA also encourage **Veteran Owned Businesses** to bid on procurement opportunities. To gain more information about Veteran Owned Businesses and to obtain appropriate certifications, please visit following websites.

<http://www.vetbiz.gov/>

<http://www.sba.gov/aboutsba/sbaprograms/ovbd/index.html>

You may also contact VetBiz through the following methods:

The Center for Veterans Enterprise  
1722 I Street, N. W. Washington, D.C. 20420  
Phone: 866.584.2344 OR 202-303-3260  
Email: [vip@mail.va.gov](mailto:vip@mail.va.gov); [www.vetbiz.gov](http://www.vetbiz.gov)

Mailing Address:  
U.S. Department of Veterans Affairs  
The Center for Veterans Enterprise (CVE)  
810 Vermont Avenue, N. W.  
Washington, D.C. 20420

**LIST OF PROPOSED MINORITY BUSINESS SUBCONTRACTORS AND SUPPLIERS**

The undersigned Proposed intends to subcontract with the following Minority Business Enterprises (MBE/WBE/DBE/SBE/Edge Cert./VBE) for this project.

**Please submit the information in full.** Use additional pages if needed.

**BUSINESS NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail: \_\_\_\_\_  
Type of Service: \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE  WBE  DBE  SBE  EDGE  VBE   
Subcontractor  Supplier

**BUSINESS NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail: \_\_\_\_\_  
Type of Service: \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE  WBE  DBE  SBE  EDGE  VBE   
Subcontractor  Supplier

**BUSINESS NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail: \_\_\_\_\_  
Type of Service: \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE  WBE  DBE  SBE  EDGE  VBE   
Subcontractor  Supplier

**BUSINESS NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail: \_\_\_\_\_  
Type of Service: \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE  WBE  DBE  SBE  EDGE  VBE   
Subcontractor  Supplier

General Decision Number: OH140039 01/17/2014 OH39

Superseded General Decision Number: OH20130039

State: Ohio

Construction Type: Residential

Counties: Greene, Miami, Montgomery and Preble Counties in Ohio.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014

ENGI0018-027 05/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (Bulldozer).....	\$ 30.67	13.01

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\* ENGI0066-026 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (Crane).....	\$ 20.47	16.76

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LABO0265-004 07/01/2013

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 21.45	10.90

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PAIN0707-001 05/01/2012

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 22.34	11.74

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PLAS0109-006 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 18.55	8.05

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SHEE0033-016 03/01/2013

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 17.46	9.32

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SUOH2012-020 07/20/2012

	Rates	Fringes
BRICKLAYER.....	\$ 28.40	11.78
CARPENTER.....	\$ 20.19	6.51
ELECTRICIAN.....	\$ 19.68	9.46
LABORER: Common or General.....	\$ 21.50	5.23
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 16.85	3.83

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

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

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

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.



Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISION