

PROJECT MANUAL

HACC - WASHINGTON SQUARE AND SKELTON PLACE CONTROLLED PARKING LOT ACCESS

Champaign, Illinois

Funded by: HUD Moving to Work Block Grant

Architect Project # 13-10330

Owner:

Housing Authority of Champaign County
205 West Park Ave.
Champaign, IL 61820

Architect:

Tyson and Billy Architects, P.C.
4000 Morsay Dr.
Rockford, IL 61107
Professional Design Firm No: 184.003452



October 11, 2013

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**THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY
NOTICE TO BIDDERS**

The Housing Authority of Champaign County will receive sealed bids for Project named **HACC - WASHINGTON SQUARE AND SKELTON PLACE CONTROLLED PARKING LOT ACCESS.**

Bids will be received until 10:30 a.m. local time on the 5th day of December 2013 at the offices of the Housing Authority of Champaign County, located at 205 W. Park Avenue, City of Champaign, Champaign County, Illinois. At that time and place all bids will be publicly opened and read aloud.

A pre-bid meeting shall take place on the 26th day, of November 2013 at 10:30 a.m. at the offices of the Housing Authority of Champaign County, located at 205 W. Park Avenue, Champaign, Illinois, and proceed to the job sites located at 108 W. Washington Street and White Street at Second Street in Champaign.

Bid packets may be obtained at the office of Tyson and Billy Architects, P.C., located at 4000 Morsay Dr., Rockford, Illinois 61107. A deposit of \$50 (in the form of cash or check) per set is required and bidders will be limited to (3) sets. Deposits will be refunded upon return of the Bidding Documents in good condition, without markings, notations or other defacing, within (5) days after bid opening. Contractors that do not submit a bid will not be refunded their deposit. Checks should be made payable to Tyson and Billy Architects, P.C. If it is desired for bid packets to be shipped to bidder, a separate non-refundable check shall be made payable to Tyson and Billy Architects, P.C. in the amount of \$25 or a valid UPS or FedEx account number shall be provided.

Bids received must be enclosed in a sealed envelope and clearly marked "**HACC - WASHINGTON SQUARE AND SKELTON PLACE CONTROLLED PARKING LOT ACCESS**".

A Certified Check or Bank Draft payable to the Housing Authority of Champaign County, U.S. Government Bonds, or a satisfactory Bid Bond executed by the bidder and acceptable sureties in an amount of not less than 5% of the base bid shall be submitted with each bid. Failure to submit an acceptable bid bond with the bid will result in the rejection of the bid.

Attention is called to the provisions for Equal Employment Opportunity and payment of not less than the minimum salaries and wages set forth in the bid documents.

All Contractors who are awarded construction related contracts must document Affirmative Action to ensure Equal Opportunity in Employment. This documentation is subject to review by the Regional Office of the Department of Labor. As a part of normal contract administration, the Housing Authority of Champaign County is responsible for determining the Contractor's compliance with the Equal Employment Opportunity Clause and Affirmative Action Requirements as well as the Contractor's performance in executing those requirements.

All MBE/DBE/WBE Contractors, Subcontractors and Suppliers are encouraged to participate on Housing Authority of Champaign County projects.

The Housing Authority of Champaign County reserves the right to accept or reject any and all bids and to waive any and all technicalities.

No bid shall be withdrawn for a period of (90) calendar days subsequent to the opening of the bids without the written consent of the Housing Authority of Champaign County.

**The Housing Authority of Champaign County
Edward Bland
Executive Director**

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

BID REQUIREMENTS

All Bidders seeking to do business with the Housing Authority of Champaign County are required to submit with any bid the following:

1. Bid Form with Addenda acknowledged
2. Bid Guarantee Equal to 5% of the Base Bid in the form of:
 - a. Bid Bond secured by Surety
 - b. Certified Check
 - c. Bank Draft
 - d. U.S. Bonds at par value
3. Hold Harmless Agreement
4. Non-Collusive Affidavit
5. Certification of Non-Segregated Facilities
6. Contractor Certification/Contract Clause Section 3, 24 CFR Part 135 Document # 00672 (Section 3 Agreement)
7. Representations, Certifications, and other Statements of Bidders Public and Indian Housing Programs (HUD 5369A)
8. One (1) original and one (1) copy of the bid packet requirements

Any bid which fails to include any of these items may be considered as a non-responsive bid.

Any questions concerning the bid requirements should be directed to John Downing, Tyson and Billy Architects, at (815) 229-8222 or john@tysonandbilly.com.

BID FORM

BID FOR: HACC – Washington Square and Skelton Place Controlled Parking Lot Access

TO: HOUSING AUTHORITY OF CHAMPAIGN COUNTY
205 W. Park Avenue
Champaign, IL 61820

Sir/Madam:

1. The undersigned, having familiarized _____ with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, this Bid Form, the form of Bid Bond, the Non-collusive Affidavit, the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, and the General Scope of Work), and acknowledging receipt of Addenda No. _____ through _____, (if any thereto), as prepared by Tyson and Billy Architects, P.C. and on file in the office of Tyson and Billy Architects, P.C., 4000 Morsay Dr., Rockford, Illinois 61107, hereby proposes to:
1. Furnish all bonds and insurance required by the Bidding Documents.
 2. Accomplish the work in accordance with the Contract.
 3. Complete all work, as shown and specified herein, within thirty (30) consecutive calendar days from the date of the Notice to Proceed.

Base Bid:

Include all work called for, and/or specified, and described within Contract Documents

1. For the lump sum of _____ (\$_____).

In submitting this bid, it is understood that the right is reserved by THE HOUSING AUTHORITY CHAMPAIGN COUNTY to reject any and all bids. If written notice of the acceptance of this bid is mailed, faxed or delivered to the undersigned within 90 calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented for signature.

Bid Security in the sum of _____ Dollars (\$_____), in the form of _____ is submitted herewith in accordance with the Specifications.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or submitting of proposals for the contract for which this proposal is submitted.

HACC – Washington Square and Skelton Place
13-10330

The bidder represents that it () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246, or the Secretary of Labor; that he () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with the contracts or sub-contracts which are exempt from the clause.)

Certification of Nonsegregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

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

DATE: _____, 20____. _____

(Name of Bidding Entity)

Official Address:

BY: _____

TITLE: _____

(SIGN ORIGINAL ONLY)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that We the undersigned, _____

(Name of Principal)

as Principal, and _____

(Name of Surety)

are held and firmly bound unto the Housing Authority of Champaign County hereinafter called the "Local Authority", in the penal sum of:

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

THE CONDITIONING OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____ for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the bid and amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their seal this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Individual Principal) (SEAL)

(Business Address)

(Individual Principal) (SEAL)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By _____ (SEAL)

Attest:

(Corporate Surety)

(Address)

By _____ (SEAL)

(Power-of-attorney for person signing for surety company must be attached to bond)

NON-COLLUSIVE AFFIDAVIT

State of: Illinois
County of: CHAMPAIGN

_____ being first duly sworn, deposes and says:

That he/she is _____ of the party making the foregoing proposal or bid, that such proposal or bid in genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication of conference, with any person to fix the bid price any other bidder, or to fix any overhead, profit of cost element of bid price, or that of any other bidder, or to secure any advantage against Housing Authority of Champaign County or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

Bidder, if bidder is an individual

Partner, if bidder is a partnership

Officer, if bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary signature and stamp

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that they do not maintain or provide for his employees any segregated facilities at any of his establishments, and that they do not permit his employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The bidder agrees that he will obtain identical certification from all of their subcontractors and material suppliers and that he will retain such certifications in his files.

Date

Company Name

By

Title

HUMAN RIGHTS STATEMENT

Our Illinois Department of Human Rights number is

_____.

(Strike the above if:) We do not have an Illinois Department of Human Rights Number. In lieu thereof, we will make application for it within (30) thirty calendar days from the date of this bid opening.

Person, firm or corporation

Signature

Title

If you do not have a Human Rights Number, you may apply for one at the following address:

*Illinois Department of Human Rights
100 West Randolph Street
State of Illinois Center, Site 10-100
Chicago, IL 60601
(312) 814-2431*

SECTION 3 AGREEMENT

- 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 implements 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 regulation.
- 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 a 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 qualification 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 regulation in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision to the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulation 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, debarment and/or suspension from future HUD assisted contracts.
- G. With respect to the work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians and (II) preference in award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

H. **By signing and submitting this bid packet, the contractor and their subcontractors agree to comply with HUD's regulation in 24 CFR Part 135, which implements Section 3.**

The above is respectfully submitted by:

Name of Bidder Date

Bidder's Federal ID Number

Business Address, City, State, Zip Code

Signature Title Telephone Number

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

REQUEST FOR ACCEPTANCE OF SUBCONTRACTORS

TO: All Bidders

DATE: _____

PROJECT #: 13-10330

HACC – Washington Square and Skelton
Place Controlled Parking Lot Access
Champaign, IL

Gentlemen:

In accordance with our prime contract for _____ of this project, we request acceptance of the following proposed subcontractor to perform work or to supply material as indicated below:

1. (Name)

(Address)

2. Scope of work (state kind of work if labor, or material or both and give Specification reference):

3. The subcontractor's non-collusive affidavit in the form required by our contract is furnished herewith (original only, attached to the original of this request).
4. We warrant that the provisions provided by our contract to be inserted in each subcontract will be inserted in this subcontract.
5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the list or lists of such contractors maintained by HUD.
6. There will be no assignment of interest in this subcontract except as follows (if none, so state).
7. Terms of payment. Price \$ _____
8. Remarks:

(Prime Contractor)

By _____

Title _____

* If a sales agent, identify the manufacturer under "Remarks". If for a sub-subcontract, identify principle subcontractor under "Remarks."

APPROVAL OR REJECTION

The proposed subcontractor named above is _____.

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form or terms of the subcontract nor the performance of the subcontractor and this form will not be returned.

If rejected, the reason(s) will be briefly stated herein, and this form will be returned within 10 days after receipt.

(Date)

(Contracting Officer)

Project Number: _____

Job Title: _____

The Housing Authority of Champaign County

AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 20____, by and between the Housing Authority of Champaign County, (herein "HACC"), and _____, (herein "Contractor").

WITNESSETH, that the Contractor and the HACC, for the consideration stated herein, mutually agree as follows:

ARTICLE I – STATEMENT OF WORK.

The Contractor shall furnish all labor, materials, and equipment necessary to perform and complete all work required in strict accordance with the Contract Documents, as defined in Article IV below.

ARTICLE II – THE CONTRACT PAYMENTS.

The HACC shall pay the Contractor for the full performance of the contract, subject to any properly agreed upon additions and deductions as provided in the specifications, the sum of:

_____ (\$ _____).

This amount shall be paid according to the process set forth in the General Conditions.

ARTICLE III – TIME OF COMPLETION.

The Contractor shall begin actual performance hereunder within 5 calendar days from the date of the Notice to Proceed and all work to be performed by the Contractor shall be completed within _____ calendar days after the date of the Notice to Proceed (the Completion Date). Notwithstanding the foregoing, the Contractor shall be excused from completing full performance by the Completion Date if, during the progress of the work, delay is authorized in writing by HACC, in its reasonable judgment, for any one or more of the following unforeseen or unavoidable causes:

- a. Inclement weather.
- b. Any act or neglect of the HACC.
- c. Changes in the Scope of Work that are approved in writing by HACC.
- d. Any strike that is not the result of any action or inaction of the Contractor.
- e. Flood or natural disaster.
- f. Other good cause, as approved in writing by the HACC.

In the event of any such authorized delay, the Completion Date shall be extended for such reasonable time as is mutually agreed in writing HACC shall make all final decisions on the justifiability of causes offered by the Contractor as a basis for any requested extension(s) of time for performance.

ARTICLE IV – CONTRACT DOCUMENTS.

The Contract Documents that are incorporated herein and made a part of this agreement are the following:

- a. Special Conditions
- b. General Conditions
- c. Specifications
- d. Drawings for Construction
- e. Addenda, if any

ARTICLE V – THE AGREEMENT WITH SUBCONTRACTORS.

The General Contractor shall submit one (1) complete originally executed copy of any Agreement between the General Contractor and any Subcontractor for the HACC’s files. All subcontractor agreements shall require each subcontractor to be bound to all of the Contract Documents that are relevant to the work to be performed by the subcontractor.

ARTICLE VI – CONTRACTOR INFORMATION

If Contractor is an individual, doing business under any name other than the individual’s name, provide the following information:

Individual’s full name: _____

Business Name: _____

If Contractor is an entity, provide the following information:

Type of entity: _____

State of formation: _____

Qualified to transaction business in Illinois? : Yes _____ No _____

ARTICLE VII – GENERAL

This instrument, together with the Contract Documents, form the entire agreement between the parties hereto. Contractor acknowledges that he has read and understands this agreement and the Contract Documents. In the event that any provision in any of the documents that make up the Contract Documents conflicts with any provisions of any other such document, the provision of the document first enumerated in the list in Article IV shall govern, except as otherwise specifically stated. The various provisions in any Addendum shall be construed in the order of preference of the document which it modifies.

No work under this agreement shall commence until the Contractor receives a Notice to Proceed issued by HACC.

This agreement may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in **two (2)** original counterparts as of the day and year first above written.

ATTEST:

_____	Housing Authority of Champaign County
<i>Contractor</i>	<i>HACC</i>
_____	_____
<i>By</i>	<i>By</i>
_____	_____
<i>Date</i>	<i>Date</i>
_____	Edward Bland
<i>Printed Name</i>	<i>Printed Name</i>
_____	Executive Director
<i>Title</i>	<i>Title</i>
_____	205 West Park Avenue
<i>Address</i>	<i>Address</i>
_____	Champaign, Illinois 61820
_____	_____
T: _____	F: _____
F: _____	T:(217) 378-7100 F: (217) 378-7113

CERTIFICATION:

I, _____, certify that I am the _____ of the entity named as Contractor herein; that _____ who signed this agreement on behalf of the Contractor was then _____ of said entity; that said agreement was duly signed for and on behalf of said entity by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

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 a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

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

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

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

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

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

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

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

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

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.

**HOUSING AUTHORITY OF CHAMPAIGN COUNTY
SPECIAL CONDITIONS**

1.) **PROJECT SITE(S)**

The Contractor shall visit the sites and acquaint themselves with all existing conditions as they affect the work specified. All questions concerning this project shall be referred to Tyson and Billy Architects, P.C. 4000 Morsay Drive, Rockford, IL 61107, (815) 229-8222, attention John Downing or john@tysonandbilly.com

2.) **TIME OF COMPLETION**

The work is to be commenced at the time stipulated in the Notice to Proceed, by the contract, and shall be fully complete within thirty (30) calendar days.

3.) **LIQUIDATED DAMAGES**

As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Housing Authority of Champaign County (HACC) the sum of One Hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is totally completed and accepted by the Housing Authority of Champaign County and its Authorized Representatives (Architect). Any amount of liquidated damages shall be deducted from any final balance owed to the Contractor prior to final payment. See Article 33 of the HUD General Conditions.

4.) **GENERAL CONTRACTOR AND SUBCONTRACTOR HOLD HARMLESS AGREEMENT**

"The Contractor shall indemnify and hold harmless the Housing Authority of Champaign County and its employees from and against all claims for personal injury and/or property damage, including claims against the Housing Authority, its agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorneys fees that may be incurred by the Housing Authority defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by a party indemnified hereunder, In any and all claims against the Housing Authority or any of its agents or servants by an employee of a Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor or Subcontractor under Workers Compensation Act, Disability Acts, or their Employee Benefits Acts."

5.) **ACCESS TO WORK**

The Housing Authority of Champaign County shall provide the General Contractor with access to work areas. The General Contractor and its subcontractors **shall** give residents 72 hours notice prior to commencing work in their unit or areas.

6.) **LIST OF SUBCONTRACTORS**

Prime Contractors shall list subcontractors who will perform any portion of the work as requested. Contractors shall furnish partial waivers of lien starting with the second payout request from subcontractors and suppliers with **full waivers of liens being submitted prior to final payment.**

7.) **GUARANTEES AND WARRANTIES**

Contractor shall guarantee and warranty all materials and workmanship to be free of defects for a period of one year from the date of acceptance of said work by the Housing Authority of Champaign County and shall replace at his expense, any work that may be found defective within said one year period. Contractor shall also deliver all Manufacturers Warranties in excess of the above as offered by the Manufacturer or specified in other sections.

8.) **LOCAL LABOR**

The Contractor shall endeavor to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the area of the project as described in Section 3 of the HUD Act of 1968, as amended, 24 CFR Part 135.

9.) **RESPONSIBILITY OF CONTRACTOR**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all labor, tools, equipment, levies, fees, permits or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract or Construction complete in every respect within the specified time.

10.) **COMMUNICATIONS**

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Form of Agreement or at such other office as the Contractor may from time to time designate in writing to the Owner or his Authorized Representative.

11.) **CONTRACT DOCUMENTS AND DRAWINGS**

The Contractor shall be furnished without charge Contract Documents, including Technical Specifications and Drawings as follows: General Contractor - 3 sets. Additional copies requested by the Contractor will be furnished at cost.

12.) **TEMPORARY SERVICES**

If possible the Contractor shall be furnished electrical power needed to perform the specified work at designated outlets currently billed to the Housing Authority of Champaign County. If such outlets are not available the Contractor is responsible for providing their own electrical power. The Contractor is expressly prohibited from using outlets that are currently billed to Housing Authority residents. This applies to all other utilities that may be needed. Heat will be provided by the Housing Authority, if possible, if not, the Contractor is responsible for providing their own heat.

13.) **LEAD BASED PAINT**

No Lead Based Paint of any type shall be used.

14.) **APPROVALS**

The Contractor must not cut into existing structures without prior written approval of the Housing Authority of Champaign County or its Authorized Representative.

15.) **EEO AFFIRMATIVE ACTION PLAN STATEMENT OF POLICY**

The Contractor must certify and submit to the Housing Authority an Equal Employment Affirmative Action Plan Statement of Policy equal to the required form contained in the Bid Requirements.

16.) **RECORD RETENTION**

Federal Regulation CFR 24, Section 85.36 requires all Contractors and Subcontractors who work on any Housing Authority Projects to maintain all accounting records related to a project for minimum of (3) years after final payment.

17.) **BUILDING MATERIALS**

Building materials known to be environmentally hazardous, or containing environmentally hazardous ingredients such as, but not limited to Lead, Mercury, Arsenic, Silver and Asbestos, will not be purchased or used by Contractors doing maintenance, construction or rehabilitation of the Housing Authority of Champaign County properties.

18.) **WORKDAY DEFINITION**

A workday shall consist of 8 hours from 8:00 AM to 5:00 PM local time Monday through Friday. If work requires access to HACC locations or properties that are closed on HACC holidays, no work will be conducted.

19.) **INSURANCE**

Pursuant to the requirements of the insurance pool in which the HACC participates, the Contractor and all subcontractors must name the HACC as an additional insured on their liability insurance policies.

Although a contract may be awarded, Notice to Proceed will not be issued until proof of the additional insured requirements has been presented to the HACC from the Contractor's and any subcontractor's insurance companies. This must occur within 10 days of the award of contract. The Contractor and any subcontractors shall maintain the minimum insurance coverage and limits of liability required under the General Conditions and supplemented below until all work is completed and accepted by the HACC.

1. Workmen's Compensation and Occupational Disease: Statutory Limits.
2. Employer's Liability: \$100,000.00, Coverage "B" may be required if work is considered hazardous, i.e., asbestos.
3. Comprehensive General Liability Insurance:
 - a. Bodily Injury: \$1,000,000.00 Each Person/Each Occurrence
 - b. Property Damage: \$1,000,000.00 Each Occurrence
4. Contractor Protective Liability Coverage may be included for a period of not less than one (1) year after Final Payment to the Contractor if work is such that there could be a lawsuit; i.e., plumbing
5. Comprehensive Automobile Liability Insurance: This insurance shall include non-owned, hired or rented vehicles as well as owned vehicles.
 - a. Bodily Injury: \$1,000,000.00 Each Person/Each Occurrence, Combined Single Limit
6. Builder's Risk may be required if project is extremely large new construction or renovation: Full Value of Contract. Maximum Deductible: \$2,500.00.
7. Umbrella Excess Liability required but may be waived for smaller projects at the discretion of the HACC: \$1,000,000.00.

END OF SECTION

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Decision Number: IL130058 08/02/2013 IL58

Superseded General Decision Number: IL20120058

State: Illinois

Construction Type: Residential

County: Champaign County in Illinois.

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

Modification Number	Publication Date
0	01/04/2013
1	05/10/2013
2	06/07/2013
3	06/14/2013
4	08/02/2013

* ELEC0601-006 06/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 20.83	10.63

ENGI0841-007 04/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 36.95	16.75
GROUP 2.....	\$ 23.90	16.75

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinney Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment

Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Mil

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self- Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and Similar Type of Equipment)

PAIN0363-002 05/01/2013

	Rates	Fringes
PAINTER (Including Drywall Finishing)		
New Apartments and Condominiums Three Stories and Over.....	\$ 33.56	12.18

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PLUM0149-002 06/01/2013

	Rates	Fringes
Plumber, Pipefitter, Steamfitter (Including HVAC)		
Multi-Family.....	\$ 30.71	11.58
Single Family and Duplex....	\$ 29.21	11.58

SHEE0218-007 06/01/2007

	Rates	Fringes
Sheet Metal Worker (Including HVAC).....	\$ 21.00	10.19

SUIL1998-001 10/21/1998

	Rates	Fringes
CARPENTER.....	\$ 13.72	
CEMENT MASON/CONCRETE FINISHER....	\$ 10.90	
Laborer, Unskilled.....	\$ 8.41	

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

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

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

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

PART 1 - GENERAL

1.01 SUMMARY

- A. These Project Requirements are supplemental to General Conditions and Supplementary Conditions and are to be considered part of each Division of these Specifications to which they are applicable as though they were incorporated therein verbatim.

1.02 SPECIFICATIONS FORMAT

- A. These specifications are of abbreviated and outlined type. Omission of words or phrases such as "contractor shall", "shall be", "according to plans", "in conformance with", "a", "an", "the", and "all" are intentional to the greatest extent possible and are to be supplied by inference where omitted.
- B. Where word "contractor" does occur within section, it shall infer contractor, subcontractor, erector, fabricator or supplier of that particular section or trades, unless specifically stated otherwise.
- C. Wherever the words "as approved", "as directed", "as selected", or similar phrases, such as "as approved by owner", "as directed by owner", "as selected by owner", they shall mean the owner or his authorized representative(s).

1.03 COMMUNICATIONS

- A. Notices, demands, requests, instructions, approvals, proposals, claims, etc., must be in writing.
- B. Any notice to or demand upon Contractor will be considered sufficiently given if delivered at office of Contractor or at such other office as he may from time to time designate in writing to the Architect or if deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All letters or documents required to be delivered to the Architect or their representatives shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Officer at the Architect's office, and any notice to or demand upon the Architect shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope or to such other representatives of the Architect or such other address as the Architect may subsequently specify in writing to the Contractor for such purposes.
- D. Any such notice shall be deemed to have given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course of post.

1.04 TESTING, STANDARDS

- A. Standards: Reference to Governmental, Manufacturers Associations, Professional Society or independent testing authorities for materials or devices specified herein pertain to latest edition of such standards and requirements of said standards apply in force as if set forth in these specifications. Contractor to furnish data showing compliance with stated references and standards when requested.
- B. Contractor to provide and pay for all testing specified unless stated to the contrary.
- C. Tests required for mechanical and electrical work are specified in their respective divisions and sections of the specifications.

1.05 TEMPORARY FACILITIES

- A. Provide any temporary facilities as required by federal, state or local codes or ordinances with following paragraphs considered as minimum requirements.

- B. Protections: Provide and maintain proper lights, signs, temporary doors, etc., as necessary to protect property, tenants and public from construction operations both day and night.
- C. Existing site structures may not be used for storage of materials. Contractor(s) must provide their own storage facilities. Protect all stored material from the elements and from theft and damage during construction operations.
- D. Fire Protection: General Contractor to provide and maintain in working order, one 10 lb. dry chemical fire extinguisher at each indoor work area and one at construction office area.

1.06 OPENINGS, SLEEVES, CUTTING, PATCHING

- A. Unless specifically stated otherwise on plans or elsewhere in specifications, each contractor is to be responsible for proper openings, sleeves, etc. required in walls, floors, roofs, etc. No contractor is to assume that such openings or sleeves will be furnished and/or installed by others except as stated as follows:
 - (1) Cutting, Patching: Each contractor to do necessary cutting and patching for his work in first-class workmanlike manner and be responsible for any damage to adjacent finished surfaces or materials.

1.07 GUARANTEES, BONDS

- A. Deliver written guarantees, bonds and maintenance manuals specified. Such guarantees, bonds and manuals to be delivered before final inspection and are considered a prerequisite to final payment. Period covered by bonds and guarantees to commence with date of final acceptance or by authorized start-up of mechanical equipment when use by owner of said equipment begins.

1.08 CLEANUP

- A. General Cleaning: Each contractor to remove his rubbish and debris immediately upon collection. General Contractor to perform overall cleanup of site and broom cleaning of appropriate surfaces at same frequency. Where work is proceeding in Common Areas and Owner occupied space, clean up shall be daily.
- B. Final Cleaning: Each contractor to perform thorough cleaning, sweeping, washing and polishing of equipment, materials and finishes provided by him and leave such finished work, equipment and finishes to satisfaction of Owner. See Section 01710.

1.09 UTILITY INTERFERENCE

- A. Each contractor performing work is to be responsible for the protection of all existing active utilities which transverse, or are adjacent to, the property. All costs and/or damages resulting from interference with, physical damage to, or disturbance of such utilities and/or service supplied by such utilities to be paid for by contractor deemed at fault. All costs including attorneys' fees resulting from litigation in connection with interference with damage to, or disturbance of such utilities or service supplied by such utilities to be paid by contractor deemed at fault.
- B. Protection of utilities or revisions to or connections to such utilities shall conform before start of any such work.
- C. The responsibility for determining the actual location of all active utilities rests entirely with the contractor and any interference with service furnished by these utilities shall be the responsibility of the Contractor regardless of the source of his information as to their location.

1.10 INTERFERENCE AND OBSTRUCTIONS

- A. Layouts of equipment, systems indicated on drawings are purely diagrammatic and locations approximate and are governed by existing structural conditions and obstructions unless

specifically dimensioned. Equipment to be so located as to be readily accessible for maintenance. Local Housing Authority reserves the right to make any reasonable change in location of equipment and appurtenances prior to roughing-in without involving additional costs.

1.11 UTILITY CHARGES

- A. Contractor may use utilities paid for by the Owner at each site if available.

1.12 PERMITS AND FEES

- A. Contractor(s) to obtain permits for all the work as required by the State or local building departments and submit copies to Owner within (10) ten calendar days of Contract start date.
- B. It is Contractor's responsibility to request inspections by the required inspection agencies.
- C. Cost of permits and fees to be included in Contractor's Base Bid.

1.13 MATERIALS

- A. Materials noted on drawings or specified herein shall be new unless specifically noted otherwise and/or where referred to as to be "repaired", "restored", "refinished", "re-built", "cleaned", "patched" and "reused".

1.14 OPERATION AND PARTS MANUALS

- A. Contractor(s) to prepare and submit to Owner in triplicate on completion a record in book form consisting of data concerning plumbing, mechanical and electrical equipment and all appliances furnished by contractor as installed.
- B. Data to include descriptive brochures with manufacturer's name, trade name, catalog number, or other data of each item of equipment including operating manuals, parts manuals and operating and repair instructions.

1.15 PARTIAL OCCUPANCY

- A. Local Housing Authority may accept any part or portion of the project if there has been such a degree of completion as will, in its option, make such part reasonable safe, fit and convenient for use and accommodation for which it was intended. It is the intention of the Local Housing Authority to accept not less than a satisfactorily complete whole building.

1.16 COMPLIANCE WITH STANDARDS, CODES, ETC.

- A. Work must comply with prevailing Local Codes and General Specifications of the Local Housing Authority, H.U.D Capital Fund Programs.
- B. If during bid invitation walk-through or during performance of contract work, additional code violations are identified, contractor to immediately notify Owner.

1.17 WORKMANSHIP

- A. It will be expected that workmanship will be "first class" for the trades involved. The determination as to the acceptance of workmanship, materials, finishes, etc., will be at the discretion of the Owner, Owner's Representative, Federal or State of City inspectors, and all agencies having jurisdiction over this project.
- B. Work and workmanship will conform to and meet all ordinances, rules and regulations governing this project including Local, State and Federal regulations and standards.

1.18 COMPLETE WORK INTENDED

- A. Intent of contract documents is to include all items necessary for proper execution and completion of work. Contract documents are complementary and what is required by any one is binding as if required by all. Work not covered in contract documents will be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

1.19 DISCREPANCIES, CONFLICTS

- A. Where discrepancies or conflicts occur between various contract documents, the following will be the order of precedence in resolving the discrepancy:
1. Construction Contract
 2. Special Conditions
 3. Federal Labor Standards
 4. General Conditions
 5. Technical Specifications
 6. Approved Shop Drawings
 7. Supplemental Drawings issued by Architect
 8. Drawings at Large Scale (i.e. item shown largest)
 9. Drawings at Small Scale (i.e. items shown smallest)
 10. Dimensions and Numbers shown on Drawings
 11. Words on Drawings
 12. Scaled Measurements from Drawings

1.20 MANUFACTURER'S PRINTED INSTRUCTIONS

- A. Unless otherwise called for, equipment and materials are to be installed in accordance with the current manufacturer's printed instructions as they occur, either attached to product or separately printed.
- B. Said manufacturers printed instructions to be kept and filed at project site. Contractor to obtain and present any and all such printed directions upon request by Owner and Owner's Representatives.

1.21 PROCEED ORDER AND CHANGE ORDER SUBMISSIONS

- A. Submissions may be for completion time extension, contract cost adjustment (add or deduct) or a combination thereof.
- B. Submission shall be in the form designated by Owner and/or on forms provided by Owner. Contractor to prepare all forms specified herein for Proceed or Change Order submittal for approval.
- C. Changes not affecting contract costs or completion time may be submitted as a Proceed Order. Changes affecting either contract costs or completion time (or both) must be submitted as a Change Order.
- D. Submittals must be itemized as follows:
1. Material Item-Number-Unit Cost-Total Material Cost Labor Item - Hours - Cost/Hr. - Total Labor Cost
$$\begin{array}{r} \text{Total Material \& Labor} \\ + \text{Allowed Overhead/Profit} \\ \hline \text{Total of Request} \end{array}$$
 2. Such itemizing to be for both items omitted or replace (if any) as well as for new items added.
 3. Labor costs to indicate wage rates not less than minimum wage rates specified in contract documents.

4. Material costs to be invoiced costs of material F.O.B. jobsite.
5. Submittals to clearly state reason for change (i.e. Owner Requested, Contractor Requested, Job Condition necessary, Unforeseen Condition, etc.)

1.22 DEFINITIONS

- A. This Article describes and gives definition to the extent of restoration, remodeling, replacement, repair, etc., of the rehabilitation work of this project.
- B. Where such items refer to "replacement" or "furnish" or "provide" new materials, said new materials are specified in Divisions 2 through 16 of the technical specifications herein.
- C. Following definitions to words and phrases contained in plan notations or in technical specifications, are to be considered minimum interpretations but in no way relieve contractor from any incidental or required work to meet the "first class workmanship" requirements or to meet applicable codes, ordinances and regulations.
 1. Provide: Means "furnish and install," complete and functioning. In addition, the term "provide: is to include:
 - a. Provide cutting, patching, blocking, supports, fastenings, etc., necessary for complete installation and operation.
 - b. Provide any mechanical or electrical connections required.
 - c. Install in strict accordance with manufacturer or suppliers directives, instructions or recommendations.
 2. Clean: To remove all dirt, grease, stains, mars, discoloration, etc. in a manner to bring such surfaces or materials to a "near new" or "clean" condition matching the remaining parts or surfaces to match similar materials or surfaces deemed acceptable without cleaning.
 3. Patch: To restore material or surface to a condition matching acceptable finish of balance of similar material or surfaces.
 - a. Include any removal, cutting, fill-ins, sanding, staining, primers, etc., necessary and refinish to an acceptable match to balance of item.
 - b. In the case of plaster, include removal of all loose plaster. Widen hairline cracks before patching to a minimum of 1/4" and prime or wet as required for bond of spackle or plaster filler and level to surrounding areas to receive new primers and paint where called for.
 - c. If patching entails use of new materials (ie. drywall, trim, tile, etc.), they shall be as specified herein or as approved by samples.
 4. Rebuild: To reconstruct and restore (including removal and replacement if necessary) or otherwise re-work said item to a "like new" or acceptable condition and finish.
 5. Refinish: To restore finish to a "like new" condition or to acceptable matching condition to adjacent surfaces.
 - a. Include proper removal of existing finish, sanding, filling, primers, fillers and stain or paint coats as necessary for "first class" workmanship.
 - b. Mask or protect any adjacent surfaces, hardware, wall and floor surfaces, etc. as necessary.
 - c. Remove and replace hardware or other equipment or material if masking is unadvisable or will not properly protect same.
 6. Repair: This may include PATCHING, REFINISHING, REPLACEMENT of parts or the whole or REBUILD, CLEANING, etc. as described by the work.
 - a. If item is an operational plumbing, mechanical or electrical item, it shall be repaired with like parts or materials.
 - b. Said item to be repaired to fully acceptable visual or operational condition

- including new parts as deemed necessary for acceptance.
 - c. Electrical repairs to comply with applicable N.E.C. and/or U.L. requirements as well as local code.
 - d. Repaired items to have finish matching adjacent existing finishes of same or similar items.
- 7. Replace: To include removal of existing item, cutting, patching, clocking, supports, fastenings, etc., as required for replacement item.
 - a. If replacement item is of new material or a new item of equipment, see technical specifications, Sections 2 through 16.
 - b. Include any plumbing, mechanical and electrical connections as required.
- 8. Remove: To carefully remove said item with due respect for remaining adjacent materials and finishes including safe and proper disconnection of mechanical and electrical items.
 - a. If used in connection with "and REPLACE", see 7. above.
 - b. Items "removed" and "reused" to become property of contractor and be removed from site (unless specifically stated otherwise).
- 9. Reuse: To replace or place existing material or equipment where indicated in an acceptable manner.
 - a. If relocation is involved, include patching and refinishing surfaces where removed.

END OF SECTION

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Work specified in this section includes the following:
 - 1. Work of Contract Documents.
 - 2. Work by Others.
 - 3. Owner Occupancy.
 - 4. Quality Assurance.
 - 5. Reference Standards.
 - 6. Submittals.
 - 7. Delivery, Storage and Handling.
 - 8. Selection by Architect.
 - 9. Installation.
- B. Requirements specified in this section, the General and Supplementary Conditions and other Division 1 sections apply to all Sections of the Project Manual.

1.02 WORK OF CONTRACT DOCUMENTS

- A. Work of this Project will consist of a single contract which will include the following divisions of work:
 - Division 10 Specialties
 - Division 11 Equipment
 - Division 31 Earthwork
 - Division 32 Exterior Improvements

1.03 OWNER OCCUPANCY

- A. Owner will occupy the premises (as described below) during the entire period of construction for the conduct of his normal operations. Cooperate with Owner's Representative in all construction operations to minimize conflict, and to facilitate Owner usage.
 - 1. Washington Square Apartments: All dwelling units will be occupied.
 - 2. Skelton Place Apartments: All dwelling units will be occupied.
 - 3. Washington Square parking lots: At least two of the three lots shall be kept open to in and out traffic at all times.
 - 4. Skelton Place parking lots: The three parking spaces closest to the area of construction will be restricted from use by apartment residents; otherwise, access to the parking lots from the southeast entrance shall be kept free.
- B. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.04 QUALITY ASSURANCE

- A. Product Sources: For each unit of work, provide products of a single manufacturer.
- B. Compatibility: Where more than one choice is available for product selection, select products which are compatible with choices already made.

1.05 REFERENCE STANDARDS

- A. For Products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, except when a specific date is specified.

- C. Obtain copies of standards when required by Contract Documents. Maintain copies at jobsite during progress of the specific work.

1.06 SUBMITTALS

- A. Submit as required by General Conditions and individual specification sections in a clear thorough manner.
- B. General Contractor shall review all submittals and shall forward only approved submittals to the Architect.
- C. Number of Copies:
 - 1. Product Data and Shop Drawings: Contractor shall submit number of copies required by him plus 3 copies to be retained by the Architect.
 - 2. Samples: Where samples are required for products color to be selected by Architect, submit color chart or sample set for initial color and finish selection. Submit 2 samples of actual color and finish selection.
 - 3. Test Reports and Certifications: Submit 2 copies for Architect's use.
 - 4. Operation and Maintenance Data/Guarantees/Warranties: See requirements in Section 01-7000.
- D. Product Data: Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark up copies to indicate the applicable information.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, handle, and install products in accordance with manufacturer's recommendations.
- B. Schedule transportation and delivery of products to avoid delay of the Work and Work of other contractors, but to minimize long-term storage at the site.
- C. Provide equipment and personnel at the site to unload and handle products in a manner to avoid damage to products.
- D. Provide secure storage and protection for products to be incorporated into the work; maintain and protect products after installation and until completion of the Work.
- E. Store products in clean, dry, well ventilated areas. Cover products as necessary for proper protection.

1.08 INSTALLATION

- A. Install all products, materials and components in accordance with manufacturer's instructions and recommendations.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Project Identification:
Washington Square and Skelton Place Controlled Parking Lot Access, funded by: HUD Moving to Work Block Grant.
- B. Project Summary:
 - 1. Work: Installation of new automatically controlled parking lot access gates at four (4) residential parking lots, including reshaping of existing concrete curbing, replacement of certain asphaltic concrete paving with new Portland cement concrete paving, new directional markings on existing and new pavements, new sod, additional signs on posts, new bollards and underground electrical service to gate control equipment from adjacent buildings.
 - 2. Performance requirements: see general conditions.
 - 3. Bid Bond: 5% of bid.
 - 4. This project is of tax exempt status. Proof of same will be furnished.
 - 5. Project funding is provided by United States Department of Housing and Urban Development (HUD).

1.02 CODE COMPLIANCE

- A. Construction requirements are based on the following:
 - 1. 2006 (IBC) ICC International Building Code
 - 2. 2005 (NEC) National Electric Code with Local Amendments
 - 3. 2004 (IPC) International Plumbing Code in conjunction with 2004 (ISPC) Illinois State Plumbing Code
 - 4. (UFAS) Uniform Federal Accessibility Standards
 - 5. (IAC) Illinois Accessibility Code (current edition)
 - 6. 2006 (IFC) ICC International Fire Prevention Code
 - 7. 2006 (IMC) ICC International Mechanical Code
- B. Contractors must bid construction complying with above code requirements.

1.03 BUILDING DATA

- A. Owner: Housing Authority of Champaign County
Champaign, Illinois
- Contact: Mr. Edward Bland, Executive Director

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 REQUIREMENTS INCLUDED

- A. Requirements specified in this Section include the following:
 - 1. Architect's responsibilities.
 - 2. General Contractor's responsibilities:
 - a. Coordination.
 - b. Temporary Facilities.
 - c. Use of Premises.
 - d. Field Engineering.
 - 3. Each Contractor's responsibilities.
 - 4. Construction Schedule.
 - 5. Project Meetings.

1.03 ARCHITECT'S RESPONSIBILITIES

- A. The Architect shall:
 - 1. Schedule and conduct Pre-construction and progress meetings.
 - 2. Interpret Contract Documents.
 - 3. Observe work of Contractors to monitor compliance with schedule.
 - 4. Establish On-Site lines of authority and communications for:
 - a. Submittals.
 - b. Reports and Records.
 - c. Recommendations
 - d. Coordination Drawings.
 - e. Schedules
 - f. Resolution of Conflicts.

1.04 GENERAL CONTRACTOR'S RESPONSIBILITIES

- A. Coordination: The General Contractor shall:
 - 1. Coordinate, supervise and direct the work of various Specifications sections for the Project.
 - 2. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various sections having interdependent responsibilities of installing, connecting to, and placing in service, such equipment.
 - 3. Manage, coordinate and expedite the Project Schedule.
 - 4. Coordinate space requirements and installation of all items of work which are indicated diagrammatically on Drawings.
 - 5. Inspect work to assure that work is performed in accord with contract documents.
 - 6. Reject or stop portions of the work which are not in accord with contract documents.
 - 7. Coordinate work of his employees and his subcontractors.
 - 8. Expedite his work to assure compliance with the Project Schedule.
 - 9. Coordinate his work with other Contractors for additional contracts.
 - 10. Obtain permits and approvals required to conform to Project Schedule.
 - 11. Monitor work schedules and adjust as required to conform to Project Schedule.

12. Process Shop Drawings, Project Data, Samples and other Submittals.
 13. Provide inspection and testing in accordance with Contract Documents.
 14. Maintain reports and Record Documents in accordance with Contract Documents.
 15. Submit pay request and change orders in accordance with Contract Documents.
 16. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
 17. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to original condition.
 18. Provide quality control.
 19. Provide contract closeout duties.
 20. Assume responsibility for safety of all persons on job site.
 21. Move stored products which interfere with Owner's operation.
 22. Obtain any pay for use of additional storage or work areas required for project.
- B. Temporary Facilities: The General Contractor shall provide temporary construction facilities, service and controls as described in Section 01 5000.
- C. Cleaning during construction:
1. Control accumulation of waste materials and rubbish; periodically dispose of off-site.
 2. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- D. Control of Site:
1. Establish access, traffic and parking allocations.
 2. Monitor use of site during construction including use of temporary facilities and cleaning.
 3. Coordinate use of site under direction of Owner and Architect.
- E. Contacting Officials: The contractor shall inform local officials of construction schedule, outlining areas of work on a weekly basis. Provide revised schedules as required.
- F. Use of Premises: The Contractor shall:
1. Prohibit burning on site.
 2. Limit use of premises for work and for storage, to allow for:
 - a. Work by other Contractors.
 - b. Owner Occupancy.
 - c. Public use.

1.05 CONSTRUCTION SCHEDULE

- A. The General Contractor shall:
1. Establish Construction Schedule.
 2. Prepare a Detailed Construction Schedule: Complete schedule within 10 days of contract signing.
 3. Monitor Schedule on a periodic and timely basis making adjustments as required to maintain project schedule.

1.06 PROJECT MEETINGS

- A. The Architect will schedule and administer project meetings throughout progress of the Work:
 - 1. Pre-construction meetings;
 - 2. Progress meetings at maximum weekly intervals;
 - 3. Called meetings.
- B. The Architect will make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies to Owner, participants, and those affected by decisions made at the meetings.
- C. Attendance: General Contractor, Major Subcontractors and suppliers; Architect and Owner as appropriate to agenda topics for each meeting.
- D. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of the work.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY.

- A. Provide coordination of work:
 - 1. Supervisory personnel.
 - 2. Preconstruction conference.
 - 3. Week job meetings; all subcontractors.
 - 4. Monthly payout meetings; distribute minutes.
 - 5. Other meetings as required.
- B. Submit reports according to HUD regulations.
- C. Submit monthly progress schedule; coordinate with progress schedule.
- D. Prepare shop drawing submittal schedule; coordinate with progress schedule.
- E. Submit payout documents.
- F. Submit HUD as-built record drawings and specifications that have been maintained and annotated by Contractor as work progresses. Provide 1 set of as-built, reproducible drawings for Owner, cost by General Contractor. Plans shall be identified in bold lettering, lower right hand corner with "**HACC – Washington Square and Skelton Place Controlled Parking Lot Access Record Drawings**" and with the contractor's name, address, and phone number.
- G. Submit required payment requests and back-up documentation.
- H. Perform quality control during installation.
- I. Perform cutting and patching and dust control.
- J. Clean and protect work.
- K. Provide fire protection at site.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 REQUIREMENTS I INCLUDE

- A. Contractor shall:
 - 1. Schedule noisy or hazardous work to avoid problems with Owner and tenant's operations.
 - 2. Maintain Owner's and user's access to and from occupied areas at all times. Cooperate with Owner to keep drives, sidewalks, and doors accessible during construction period.
 - 3. Consult and cooperate with Owner when interruptions in utility services to occupied areas must be made. Notify Owner 24 hours in advance of such interruptions.
 - 4. Verify dimensions and existing conditions shown on Drawings.
 - a. Dimensions and existing conditions shown on Drawings are based on information furnished to the Architect by others. Contractor shall coordinate his work with the existing dimensions and conditions and make adjustments as necessary to accommodate actual conditions.

1.03 RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Section 01 7100: Final Cleaning

1.04 WELDING AND CUTTING REQUIREMENTS

- A. At all times when welding and flame cutting operations are being performed, provide complete fire protection, including, but not limited to, the following:
 - 1. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 - 2. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher at area where welding or cutting is taking place.
 - 3. Maintain unobstructed access to fire extinguishers.
 - 4. Provide supervision of welding and cutting operations.

PART 2 - PRODUCTS

2.01 MATERIALS FOR PATCHING, EXTENDING AND MATCHING

- A. Provide same materials or types of construction as that in existing structure, to patch, extend or match existing work.
 - 1. Contract Documents may not define products or standards of workmanship present in existing construction.
 - 2. Determine products by inspection and testing.
 - 3. Determine workmanship by use of existing as sample of comparison.

PART 3 - EXECUTION

3.01 REMOVE EXISTING CONSTRUCTION

- A. Remove and dispose of excess and unsuitable materials off site.
- B. Remove, store and deliver salvageable materials on Owner's property as directed by Owner.

3.02 PERFORMANCE

- A. Perform patching, extending and matching to make work complete and consistent to identical appearance and quality standards of existing construction.

3.03 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or finishes flush with existing work, make a smooth transition.
- B. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

3.05 PROTECTION OF PRESENT FACILITY

- A. The facilities designated in Section 01 0050 shall remain in operation (except within the work area) uninterrupted during the construction period. Contractor shall adhere to the following:
 - 1. Construction activities and storage of materials and equipment shall be confined to areas designated by Owner's Representative.
 - 2. Owner's Representative will designate areas for dumpsters and storage.
 - 3. Schedule deliveries and unloading to prevent congestion, blocking of access and work interference. Arrange deliveries to avoid larger accumulations than can be suitably stored.
 - 4. Parking for Contractors' vehicles and construction workers' vehicles shall be restricted to locations designated by the Owner's Representative.
 - 5. No operation or use of air handling pneumatic wrenches or other noise and vibration causing procedures will be allowed without approval of the Owner's representative.
 - 6. Hours for work activity will be as follows:
 - a. Monday - Friday: 8:00 a.m. - 5:00 p.m., unless approval is given by the Owner for alternate time period.

3.06 OWNER OCCUPANCY

- A. Cooperate in construction operations to minimize conflict, and to facilitate Owner's and tenants' usage of the facility.
- B. Contractor shall at all times conduct his operations as to ensure the least inconvenience to the general public and residents.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop drawings, including actual wiring diagrams.
 - 5. Product data.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.
 - 3. Insurance certificates.
 - 4. List of Subcontractors.
- C. The Schedule of Values submittal is included in Section "Special Conditions".
- D. Substitution:
 - 1. If submitting a substitution product or procedure, the contractor shall submit it separately with a request for review and a dollar value (deductive) of that substitution.

1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - 3. Processing; Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including the time for resubmittal.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4" x 5" on the label or beside the title block on shop drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Development job number.
 - d. Development name and location.
 - e. Name and address of Architect.
 - f. Name and address of Contractor.
 - g. Name and address of subcontractor.
 - h. Name and address of supplier.
 - i. Name of manufacturer.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
- D. If substituting, submit shop drawing separately and call it out as a substitution.

1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Provide HUD 5372 Construction Progress Schedule within ten days of Notice of Award.
1. Provide anticipated (percent %) monthly progress and value.
 2. Provide actual (percent %) monthly progress and value.
 3. Submit form updated with each pay request.

1.05 WEEKLY CONSTRUCTION REPORTS

- A. Prepare a weekly construction report, recording the following information concerning events at the site; and submit duplicate copies to the Architect at weekly intervals.
1. List of subcontractors at the site.
 2. Approximate count of personnel at the site
 3. High and low temperatures, general weather conditions.
 4. Accidents and unusual events.
 5. Meetings and significant decisions.
 6. Stoppages, delays, shortages, losses.
 7. Meter readings and similar recordings.
 8. Emergency procedures.
 9. Orders and requests of governing authorities.
 10. Change Orders received, implemented.
 11. Services connected, disconnected.
 12. Equipment or system tests and start-ups.
 13. Partial Completions, occupancies.
 14. Substantial completions authorized.

1.06 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".
 7. Submittal: Submit 6 blue- or black-line prints or photocopies. 3 prints will be retained; the remainder will be returned.
 8. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
 - a. One of the prints returned shall be marked-up and maintained as a "Record Document".

1.07 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 4. Submittals: Submit 6 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.08 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.

- B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "IN CONFORMANCE TO CONTRACT DOCUMENTS" that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "IN CONFORMANCE TO CONTRACT DOCUMENTS EXCEPT AS NOTED" that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Returned for Resubmittal: When submittal is marked "NOT IN CONFORMANCE TO CONTRACT DOCUMENTS" do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "NOT IN CONFORMANCE TO CONTRACT DOCUMENTS" to be used at the Project site, or elsewhere where Work is in progress.
 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".
 5. Review of Shop Drawings will be made by Owner and distributed.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Temporary Facilities:

1. The following facilities shall be provided by the contractor at the site:
 - a. Construction equipment.
 - b. Cleaning and trash removal.
 - c. Storage facilities.
 - d. Fire extinguishers.
 - e. Barriers during construction operations:
 - 1) Provide as required to prevent public access and entry to construction areas.
 - 2) Protect existing facilities and adjacent properties, possessions, etc., from damage.
 - 3) Provide for owners and tenants normal use of the facilities where applicable.
 - f. Lights required for construction.
2. All office areas shall have wage rates and workman's compensation information posted in clear sight. The following are minimum requirements for the office:
 - a. Office telephone service:
 - 1) Telephone service shall be for local service only.
 - 2) Parties making long distance calls shall pay for such calls.
 - 3) Personal telephone calls will not be permitted.
 - b. Lockable file cabinet.
 - c. Desk and chair.
 - d. Plan table.

END OF SECTION

PART 1 -GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 CLOSEOUT PROCEDURES

- A. Comply with General Conditions of the Contract for issuing Certificate of Substantial Completion.
- B. When Work has reached final completion, 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 inspection.
- C. Provide prerequisites to substantial completion.
 - 1. Punch list with items of delayed completion and its value.
 - 2. Support documentation.
 - 3. Warranties on equipment.
 - 4. As-Built drawings - See Section 01 1000.
- D. Provide prerequisites to final acceptance.
 - 1. Final payment request with supporting affidavit.
 - 2. Completed punch list.
- E. Provide removal of temporary facilities.

1.03 CONTRACTOR'S CLOSEOUT PROCEDURES

- A. Perform Final Cleaning before final inspection:
 - 1. Interior and exterior surfaces exposed to view: remove temporary labels, and foreign substances.
- B. Submit Project Record Documents:
 - 1. During construction keep a record of changes in the Work and buried and concealed items. Do not permanently conceal work until required information is recorded.
 - 2. Mark on the Record Drawings, in a neat, draftsman like manner, with black ink to allow reproduction, the changes in the Work and buried and concealed items.
 - 3. Submit Record Drawings with transmittal letter containing list of documents, date, Project title, Contractor's name, address, and signature.
- C. Submit Operation and Maintenance Data Manuals:
 - 1. Provide data for products and equipment, heaters, appliances, etc. and as required in individual specification sections.
- D. Perform System Demonstration:
 - 1. Prior to final inspection, demonstrate operation of each system to Architect and Owner.
 - 2. Using Operation and Maintenance Data as basis, instruct Owner's personnel in operation, adjustment and maintenance of equipment and systems.
- E. Submit Warranties and Bonds:
 - 1. Provide 2 notarized copies. Execute Contractor's submittals.

2. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 3. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification or similar commitment is required on such Work or part of the Work, until evidence is presented that entitles required to countersign such commitments are willing to do so.
- F. Punch List:
1. Punch list shall be completed as a prerequisite to Substantial Completion. Items of delayed completion and their estimated value are to be included.

END OF SECTION

PART 1 -GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for final cleaning at Substantial Completion.
 - 1. Special cleaning requirements for specific elements of the Work are included in appropriate Sections of this Specification
- B. General Project closeout requirements are included in Section "Project Closeout."
- C. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
 - 1. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 2. Burning or burying of debris, rubbish or other waste material on the premises will not be permitted.

PART 2 -PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.

PART 3 -EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Clean the Project site, yard and grounds, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits.
 - 2. Remove tools, construction equipment, machinery and surplus material from the site.
 - 3. Clean exposed hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 4. Remove labels that are not permanent labels.
 - 5. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that can not be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.

6. Wipe surfaces of fire alarm equipment, and similar equipment.
 7. Leave the Project clean and ready for occupancy.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
1. Where extra materials of value remain after completion of associated construction have become the Owner's property, dispose of these materials as directed.

END OF SECTION

SECTION 10 1441 - EXTERIOR SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Permanent specialty parking signage on posts.
- B. Concrete for sign anchorage, including post hole excavation.

1.02 RELATED REQUIREMENTS

- A. Section 32 1313 - Concrete Paving: Standards for concrete work.
- B. Section 32 1723.13 - Painted Pavement Markings: Handicapped parking symbol painted on pavements.

1.03 SUBMITTALS

- A. See Section 01 3000 - Submittals, Products and Substitutions, for submittal procedures.
- B. Product Data: Include sign graphics, materials, fabrication processes and dimensions.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Handicap Signs:
 - 1. Lynn Sign Co. .
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 METAL SIGNS

- A. Handicap Signs: Painted metal signs by Lynn Sign Co. or approved equal. Signs having peelable graphics will not be accepted.
 - 1. Comply with applicable provisions of ANSI/ICC A117.1.
 - 2. See Drawings for additional requirements.

2.03 ACCESSORIES

- A. Fasteners: Aluminum or hot-dip galvanized and non-corrosive to sign material or mounting surface.
- B. Posts: Hat section steel, 2x4x1/8 inch size, powder-coated finish.
- C. Concrete: Air-entrained, minimum 3000 psi strength at 28 days.

PART 3 EXECUTION

3.01 PREPARATION

- A. Excavate for post holes, creating a clean, circular edge where post hole intersects grade.
 - 1. Remove excavation spoils from site.
- B. Prepare concrete mixture per the requirements of Section 32 1313 - Concrete Paving.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install signs after surfaces are finished, in locations as directed.
- C. Install signs level, plumb and at the appropriate height.
- D. Set sign posts in concrete mixed to a moderately loose consistency.
 - 1. Thoroughly rod and tamp the concrete during placement to minimize voids.
 - 2. Smoothly trowel top of concrete to an even, water-shedding slope of approximately 1 vertical to 10 horizontal.

END OF SECTION

SECTION 11 1200 - PARKING CONTROL EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Parking gate access and exit devices, controllers, and barriers.
- B. Bollards protecting parking equipment.

1.02 RELATED REQUIREMENTS

- A. Section 32 1313 - Concrete Paving: Placement of anchors and components to be embedded in concrete.

1.03 SUBMITTALS

- A. See Section 01 3000 - Submittals, Products and Substitutions, for submittal procedures.
- B. Shop Drawings: Indicate plan layout of equipment access lanes, curbing, mounting bolt dimensions, conduit and outlet locations, power requirements, and wiring diagrams.
- C. Product Data: Provide data on operating equipment, characteristics.
- D. Maintenance Data: Provide lubrication and periodic maintenance requirement schedules .
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.04 REGULATORY REQUIREMENTS

- A. Conform to applicable code for emergency vehicle access.
- B. Conform to applicable code for paint finish and marking on gate arm.
- C. Products Requiring Electrical Connection: Listed and classified by UL as suitable for the purpose specified and indicated.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for operating equipment.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Parking Control Equipment:
 - 1. Linear Corp.; Product BGUS-14-2.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PARKING CONTROL EQUIPMENT

- A. Parking Control: Automatic operation at entrance and automatic operation at exit.
 - 1. Design: Protect against interference or damage by lightning or other electrical influence; include fuse, over-voltage protection, flash-over protection, and line filter.
 - a. Emergency Power Activation: Provide for gates to open upon loss of power to operators.
 - 2. Entry: Automatic gate electrically operated by proximity card. Activate automatic arm reversing switch if an obstacle is sensed in the down motion.

3. Exit: Automatic gate electrically operated upon detection of vehicle by sensing loop buried in pavement. Activate automatic arm reversing switch if an obstacle is sensed in the down motion.
- B. Emergency Siren Over-Ride: Provide for gates' automatic operation to be over-ridden by a siren detector, with adjustable sensitivity to fire truck siren patterns, as established by City of Champaign Fire Marshall.

2.03 MATERIALS

- A. Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- B. Wood: Clear fir.

2.04 GATE ARM AND SUPPORT

- A. Gate Arm: Wood, one piece, internal counterbalance, 14 ft extension, with safety rubber bottom edge, with automatic arm reversing switch. Provide break line in arm.
- B. Finish: Two coat enamel with reflective black and yellow diagonal stripes both sides of arm.

2.05 AUTOMATIC GATE

- A. Cabinet: 0.075 inch steel cabinet, weather tight seams; thermally insulated to permit heater to maintain cabinet temperature to equipment operating minimum, flush access doors and panels, tamper proof hardware, weather tight gaskets, master keyed locks. Conceal mounting bolts inside units.
- B. Arm Control: Mechanism to raise and lower arm by instant reversing electric motor, enclosed speed reducer operated by self contained, plug-in replaceable controller. Design mechanism with slip clutch to prevent breakage if arm is forced, and to permit manual operation if required. Arm movement to stop and start at reduced speed. Components of cadmium coated steel.
- C. Electrical Components: Self-contained, plug-in, replaceable components. Include wiring for control units, zinc plated connection box, grounded convenience outlet, switch for automatic or manual operation, switch to disconnect power unit, thermostatically controlled minimum 150 Watt heater strip, and thermal protection disconnect for motor.
- D. Proximity Card Readers: Compatible with the Keri Systems proximity card readers used by the Owner in its existing security system.

2.06 CARD CONTROL

- A. Control Unit: To activate gate arm by insertion of coded card.
- B. Cabinet: 0.075 inch steel, weather tight seams; thermally insulated to permit heater to maintain cabinet temperature to equipment operating minimum, flush access doors and panels, tamper proof hardware, weather tight gaskets, master keyed locks. Conceal mounting bolts inside units.
- C. Coded Cards: Laminated plastic with magnetic coding for owner established length of valid time. Supply 75 cards. Include anti-pass-back card control.

2.07 VEHICLE DETECTION

- A. Vehicle Detection: For use in temperature range of minus 40 to 160 degrees F; to consist of detector unit in conjunction with sensing loop to activate barrier gate when vehicle enters or exits.
- B. Loop Groove Fill: Cold poured rubberized asphalt loop sealant.

2.08 ACCESSORIES

- A. Steel Tubing: ASTM A500, Grade B cold-formed structural tubing.

- B. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- C. Bollard Covers: One-piece units formed from UV-resistant HDPE, integral yellow color.
 - 1. Wall Thickness: 1/8 inch.
 - 2. Size: Inside diameter to match outside diameter of pipe/tubing within 1/4 inch.
 - 3. Warranty: Minimum 5 years against fading and cracking.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that anchor bolts are ready to receive work and dimensions are as indicated on shop drawings.
- B. Verify that electric connections are correctly located and of the correct characteristics.

3.02 INSTALLATION

- A. Install parking control system and components in accordance with manufacturer's instructions.
- B. Cut grooves in pavement surface, install vehicle detection loops and lead-in wires, and fill grooves with loop filler.
- C. Install internal electrical wiring, conduit, junction boxes, transformers, circuit breakers, and auxiliary components required.
- D. Install bollards in coordination with placement of concrete curbs and paving. Erect bollards to within 1/4 inch vertical, at uniform height.
- E. Install bollard covers over bollards, to uniform height. Attach each cover to the steel bollards with at least 3 theft-resistant fasteners, minimum #10 size.

3.03 ADJUSTING

- A. Adjust system components for smooth operation.

END OF SECTION

SECTION 31 2200 - GRADING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Topsoil and finish grading .

1.02 RELATED REQUIREMENTS

- A. Section 31 2316 - Excavation: Removal of soils preparatory to grading work.
- B. Section 32 9223 - Sodding: Raking of topsoil in preparation for placing sod.

1.03 PROJECT CONDITIONS

- A. Protect above- and below-grade utilities that remain.
- B. Protect plants, lawns, and other features to remain as a portion of final landscaping.
- C. Protect bench marks, survey control points, sidewalks, paving, and curbs from grading equipment and vehicular traffic.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Acceptable Topsoil: Conforming to State of Illinois Department of Transportation standards.

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect from damage above- and below-grade utilities to remain.
- D. Protect site features to remain, including but not limited to bench marks, survey control points, sidewalks, paving, and curbs, from damage by grading equipment and vehicular traffic.
- E. Protect trees to remain by providing substantial fencing around entire tree at the outer tips of its branches; no grading is to be performed inside this line.

3.02 FINISH GRADING

- A. Before Finish Grading:
 - 1. Verify that trench backfilling has been inspected and approved.
 - 2. Verify that subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
- C. Where topsoil is to be placed, scarify surface to depth of 3 inches.
- D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 3 inches.
- E. Place topsoil in areas where sodding are indicated.
- F. Place topsoil where required to level finish grade.
- G. Place topsoil to depths as required but not less than 6 inches.

- H. Place topsoil during dry weather.
- I. Remove roots, weeds, rocks, and foreign material while spreading.
- J. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
- K. Lightly compact placed topsoil.

3.03 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 0.10 foot (1-3/16 inches) from required elevation.
- B. Top Surface of Finish Grade: Plus or minus 0.04 foot (1/2 inch).

3.04 CLEANING

- A. Remove unused stockpiled topsoil. Grade stockpile area to prevent standing water.
- B. Protect newly graded areas from traffic and erosion. Recompact and re-grade areas as necessary to restore quality, appearance, and condition of work.
- C. Leave site clean and raked, ready to receive landscaping.

END OF SECTION

SECTION 31 2316 - EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavating for paving.
- B. Removal of existing paving and above grade improvements as indicated.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Topsoil for turfs.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Locate, identify, and protect utilities that remain and protect from damage.
- C. Protect bench marks, survey control points, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- D. Prior to removing existing paving, saw cut edges at perimeter of areas designated for removal. Make straight, clean cut edges; remove cutting dust.

3.02 EXCAVATING

- A. Excavate to accommodate new work. Excavation is unclassified and includes excavation to subgrade regardless of materials encountered.
- B. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- C. Do not interfere with 45 degree bearing splay of foundations.
- D. Hand trim excavations. Remove loose matter.
- E. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume.
- F. Correct areas that are over-excavated and load-bearing surfaces that are disturbed.
- G. Remove excavated material that is unsuitable for re-use from site.

3.03 PROTECTION

- A. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

END OF SECTION

SECTION 31 2316.13 - TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cutting trenches for utility lines required for new work outside of existing building.
- B. Backfilling and compacting for utilities outside the building.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Topsoil installation.
- B. Section 31 2316 - Excavation: Excavation other than for trenches.

1.03 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: 6 inches below finish grade elevations indicated on drawings.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where designated.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. General Fill: Conforming to State of Illinois Department of Transportation standard.
- B. Structural Fill: Conforming to State of Illinois Department of Transportation standard.
- C. Granular Fill: Coarse aggregate, conforming to State of Illinois Department of Transportation standard.
- D. Sand: Conforming to State of Illinois Department of Transportation standard.

PART 3 EXECUTION

3.01 TRENCHING

- A. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- B. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- C. Do not interfere with 45 degree bearing splay of foundations.
- D. Cut trenches wide enough to allow inspection of installed utilities.
- E. Hand trim excavations. Remove loose matter.
- F. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.
- G. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume.

- H. Remove excavated material that is unsuitable for re-use from site.
- I. Stockpile excavated material to be re-used in area designated on site .
- J. Remove excess excavated material from site.

3.02 PREPARATION FOR UTILITY PLACEMENT

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.03 BACKFILLING

- A. Backfill to contours and elevations indicated using unfrozen materials.
- B. Fill up to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- G. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.
- H. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- I. Correct areas that are over-excavated.
- J. Compaction Density Unless Otherwise Specified or Indicated:
 - 1. Under paving, slabs-on-grade, and similar construction: 95 percent of maximum dry density.
 - 2. At other locations: 90 percent of maximum dry density.
- K. Reshape and re-compact fills subjected to vehicular traffic.

3.04 BEDDING AND FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.
- B. At Paved Areas and within Public Right-of-Ways:
 - 1. Use compacted granular trench backfill.
- C. Utility Piping, Conduits, and Duct Bank :
 - 1. Bedding: Use granular fill.
 - 2. Cover with general fill.
 - 3. Fill up to subgrade elevation.
 - 4. Compact in maximum 8 inch lifts to 95 percent of maximum dry density.

3.05 TOLERANCES

- A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.
- B. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.

3.06 FIELD QUALITY CONTROL

- A. Perform compaction density testing on compacted fill in accordance with ASTM D1556.
- B. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 1557 ("modified Proctor").
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.

3.07 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- B. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

SECTION 32 1313 - CONCRETE PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Portland cement concrete pavement.
- B. Concrete curbs and gutters.

1.02 RELATED REQUIREMENTS

- A. Section 11 1220 - Parking Control Equipment: Setting of anchor bolts and bollards associated with parking lot gate equipment.
- B. Section 31 2200 - Grading: Finish grading of adjacent topsoils.

1.03 SUBMITTALS

- A. See Section 01 3000 - Submittals, Products and Substitutions, for submittal procedures.
- B. Product Data: Provide data on joint filler, admixtures, curing compound, and delivery tickets.
- C. Mix Design Reports: Submit proposed mix design of each class of concrete to inspection and testing firm for review; and submit report of reviews prior to commencement of concrete operations.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 PRODUCTS

2.01 BASE COURSE MATERIALS

- A. Coarse Aggregate Type CA-6: Coarse aggregate, conforming to State of Illinois Highway Department standard.

2.02 FORM MATERIALS

- A. Form Materials: Conform to ACI 301.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber (ASTM D1752).
 - 1. Thickness: 3/4 inch.

2.03 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M Grade 40 (280); deformed billet steel bars; epoxy coated finish.
- B. Steel Welded Wire Reinforcement: Plain type, ASTM A 185/A 185M; in flat sheets; unfinished.
- C. Dowels: ASTM A615 Grade 40 (280); deformed billet steel bars; greased finish.

2.04 CONCRETE MATERIALS

- A. Cement: ASTM C150 Normal - Type I portland type, grey color.
- B. Recycled concrete Fine and Coarse Mix Aggregates: ASTM C 33.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: Clean, and not detrimental to concrete.
- E. Air Entrainment Admixture: ASTM C260.

2.05 ACCESSORIES

- A. Curing Compound: ASTM C309, Type 1, Class A.
- B. Detectable Warning Mats: ADA compliant molded plastic with anchor lugs on back; UV resistant with integral color.

2.06 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for concrete on the basis of trial mixtures, as specified in ACI 301.
- C. Concrete Properties:
 - 1. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
 - 2. Total Air Content: 7 percent +/- 1.5 percent on grade, determined in accordance with ASTM C 173/C 173M.
 - 3. Maximum Slump: 4 inches.

2.07 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C94.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify compacted granular base is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 BASE COURSE

- A. Prepare subbase in accordance with State of Illinois Highways standards.
- B. Place and compact base course.
- C. Bring sub-base course to required depths and profiles indicated. Compact to 95% of the maximum dry density obtained in accordance with ASTM Standard D 1557, Modified Proctor Method. Properly compact with mechanical or hand tamping devices the areas adjacent to curbs, catch basins, manholes, and other areas not accessible to rollers. Ensure sub-base course materials are not contaminated with deleterious materials.
- D. Add water during compaction to bring granular material to optimum moisture content.
- E. Place base course materials over prepared sub-base to a compacted depth as indicated on the plans. Compact to 95% of the maximum dry density obtained in accordance with ASTM Standard

D1557, Modified Proctor Method. Ensure top surface of base course is true to lines and grades indicated, with all points within 1/2 inch of elevations indicated.

- F. Add water during compaction to bring base course materials to optimum moisture content in accord with standard proctor test (ASTM D698). When excess moisture exists, rework base course materials until optimum moisture content is obtained.

3.03 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Coat surfaces of manhole and catch basin frames with oil to prevent bond with concrete pavement.

3.04 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient in accord with Illinois DOT specification.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, true to indicated lines. Secure to formwork during concrete placement.

3.05 REINFORCEMENT

- A. Place reinforcement as indicated.
- B. Place reinforcement to achieve pavement and curb alignment as detailed.
- C. Provide doweled joints at with one end of dowel set in capped sleeve to allow longitudinal movement.

3.06 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- C. Re-tamping will not be allowed.
- D. Do not allow concrete to free-fall more than 4 feet.
- E. Once started, place concrete continuously between predetermined construction and control joints. Continue placing until panel or section is complete; keep top surfaces level. Do not break or interrupt successive pours such that cold joint occur. Consolidate by vibration.
- F. Weather conditions:
 - 1. Concrete temperatures when deposited:
 - a. Minimum: 50 degrees F
 - b. Maximum: 85 degrees F
 - 2. Cold weather concreting: Comply with ACI 306 except as follows:
 - a. In freezing weather, provide suitable means for maintaining concrete temperature at a minimum of 70 degrees F for three days, or 50 degrees F for five days after placing
 - b. Cooling of concrete to outside temperature: not faster than 1 degree F per hour for the first day and 2 degrees F per hour thereafter until outside temperature is reached.
 - c. Maximum temperature of concrete produced with heated aggregate, heated water, or both at any time during its production or transportation: 90 degrees F.
 - d. Do not mix salt, chemicals or other foreign materials in concrete to prevent freezing or to accelerate hardening of concrete, except as approved by Architect/Engineer.

- G. Bring to level with a straight edge and strike off. Use bull floats or darbies to force coarse aggregate down and to produce a smooth surface, free from lumps and hollows.
- H. Pitch to drains 1/4 inch per foot nominal, except as otherwise indicated on Drawings.

3.07 JOINTS

- A. Align curb, gutter, and sidewalk joints.
- B. Place 3/8 inch wide expansion joints at 20 foot intervals and to separate paving from vertical surfaces and other components and in pattern indicated.
 - 1. Form joints with joint filler extending from bottom of pavement to within 1/4 inch of finished surface.
 - 2. Place joint filler between paving components and buildings and other appurtenances.
- C. Provide scored joints:
 - 1. At intervals shown on drawings.
 - 2. Between sidewalks and curbs.
- D. Saw cut contraction joints 3/16 inch wide as soon as operation can be performed. Cut 1/4 into depth of slab.

3.08 FINISHING

- A. Finish all concrete in accord with Illinois DOT specification Paving: burlap drag.
- B. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.
- C. Curbs and Gutters: Light broom, texture parallel to pavement direction.
- D. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.
- E. Trowel to a smooth, dense surface. Finish with a fine-hair push broom, perpendicular to the direction of pedestrian or vehicular traffic. Finish to Class B tolerance per ACI 301.

3.09 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- B. Maximum Variation From True Position: 1/4 inch.

3.10 FIELD QUALITY CONTROL

- A. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.11 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian traffic over pavement until 75 percent design strength of concrete has been achieved.

END OF SECTION

SECTION 32 1723.13 - PAINTED PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Parking lot markings, including crosswalks, arrows, and handicapped symbols.

1.02 RELATED REQUIREMENTS

- A. Section 10 1441 - Exterior Signage: Handicapped parking signs on posts.
- B. Section 32 1313 - Concrete Paving: Tactile warning surfaces.

1.03 SUBMITTALS

- A. See Section 01 3000 - Submittals, Products and Substitutions, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paint in containers of at least 5 gallons accompanied by batch certificate.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.05 FIELD CONDITIONS

- A. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Line and Zone Marking Paint: MPI No. 97 Latex Traffic Marking Paint; color(s) as indicated.
 - 1. Handicapped Symbols: As required by State of Illinois accessibility standards.
- B. Temporary Marking Tape: Preformed, pressure sensitive adhesive tape in color(s) required; Contractor is responsible for selection of material of sufficient durability as to perform satisfactorily during period for which its use is required.
- C. Templates: Semi-rigid sheet material free of torn and ragged edges.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Allow new pavement surfaces to cure for a period of not less than 14 days before application of marking materials.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Clean surfaces thoroughly prior to installation.
 - 1. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods.
- D. Where oil or grease are present, scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application; after cleaning, seal oil-soaked areas with cut shellac to prevent bleeding through the new paint.
- E. Establish survey control points to determine locations and dimensions of markings; provide templates to control paint application by type and color at necessary intervals.
- F. Temporary Pavement Markings: When required or directed by Architect, apply temporary markings of the color(s), width(s) and length(s) as indicated or directed.
 - 1. After temporary marking has served its purpose, remove temporary marking by carefully controlled sandblasting, approved grinding equipment, or other approved method so that surface to which the marking was applied will not be damaged.
 - 2. At Contractor's option, temporary marking tape may be used in lieu of temporary painted marking; remove unsatisfactory tape and replace with painted markings at no additional cost to Owner.

3.03 INSTALLATION

- A. Begin pavement marking as soon as practicable after surface has been cleaned and dried.
- B. Do not apply paint if temperature of surface to be painted or the atmosphere is less than 50 degrees F or more than 95 degrees F.
- C. Apply in accordance with manufacturer's instructions using an experienced technician that is thoroughly familiar with equipment, materials, and marking layouts.
- D. Comply with FHWA MUTCD manual (<http://mutcd.fhwa.dot.gov>) for details not shown.
- E. Apply markings in locations determined by measurement from survey control points; preserve control points until after markings have been accepted.
- F. Apply uniformly painted markings of color(s), lengths, and widths as indicated on the drawings true, sharp edges and ends.
 - 1. Apply paint in one coat only.
 - 2. Wet Film Thickness: 0.015 inch, minimum.
 - 3. Length Tolerance: Plus or minus 3 inches.
 - 4. Width Tolerance: Plus or minus 1/8 inch.
- G. Parking Lots: Apply parking space lines, entrance and exit arrows, painted curbs, and other markings indicated on drawings.
 - 1. Mark the International Handicapped Symbol at indicated parking spaces.
 - 2. Hand application by pneumatic spray on templates is acceptable.

- H. Symbols and Letters: Use a suitable template that will provide a pavement marking with true, sharp edges and ends, of the design and size indicated.
 - 1. Keep undersides of templates free of wet paint.

3.04 DRYING, PROTECTION, AND REPLACEMENT

- A. Protect newly painted markings so that paint is not picked up by tires, smeared, or tracked.
- B. Provide barricades, warning signs, and flags as necessary to prevent traffic crossing newly painted markings.
- C. Allow paint to dry at least the minimum time specified by the applicable paint standard and not less than that recommended by the manufacturer.
- D. Remove and replace markings that are applied at less than minimum material rates; deviate from true alignment; exceed length and width tolerances; or show light spots, smears, or other deficiencies or irregularities.
 - 1. Remove markings in manner to avoid damage to the surface to which the marking was applied, using carefully controlled sand blasting, approved grinding equipment, or other approved method.
 - 2. Replace removed markings at no additional cost to Owner.

END OF SECTION

SECTION 32 9223 - SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of topsoil to receive sod.
- B. Fertilizing.
- C. Sod furnishing and placement.
- D. Temporary maintenance.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Topsoil and its placement in preparation for work of this section.

1.03 REFERENCE STANDARDS

- A. TPI (SPEC) - Guideline Specifications to Turfgrass Sodding; Turfgrass Producers International; 2006.

1.04 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.05 SUBMITTALS

- A. See Section 01 3000 - Submittals, Products and Substitutions, for submittal procedures.
- B. Certification: Submit certification of grass species and location of sod source.
- C. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer .

1.06 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting with minimum three years experience, and certified by the State of Illinois.
- B. Installer Qualifications: Company approved by the sod producer.

1.07 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets. Protect exposed roots from dehydration.
- B. Do not deliver more sod than can be laid within 24 hours.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Sod: TPI, Approved Turfgrass Sod quality; cultivated grass sod; type indicated below; with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per

1000 sq ft. Minimum age of 24 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.

1. Kentucky Blue Grass Type.
- B. Fertilizer: Commercial; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, to the following proportions:
 1. Nitrogen: 2 percent.
 2. Phosphoric Acid: 4 percent.
 3. Soluble Potash: 2 percent.
- C. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

2.02 HARVESTING SOD

- A. Machine cut sod and load on pallets in accordance with TPI Guidelines.
- B. Cut sod in area not exceeding 1 sq yd, with minimum 1/2 inch and maximum 1 inch topsoil base.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared topsoil base is ready to receive the work of this section.

3.02 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.03 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately after delivery to site to prevent deterioration.
- C. Lay sod smooth and tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Where new sod adjoins existing grass areas, align top surfaces.
- E. Where sod is placed adjacent to hard surfaces, such as curbs, pavements, etc., place top elevation of sod 1/2 inch below top of hard surface.
- F. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- G. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

3.04 MAINTENANCE

- A. During maintenance period specified on Landscape Drawings provide temporary maintenance at no extra charge to Owner.
- B. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.

- C. Neatly trim edges and hand clip where necessary.
- D. Immediately remove clippings after mowing and trimming.
- E. Water to prevent grass and soil from drying out.
- F. Roll surface to remove minor depressions and irregularities.
- G. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- H. Immediately replace sod in areas that show deterioration or bare spots.
- I. Protect sodded areas with warning signs during maintenance period.

END OF SECTION

