



HOUSING COMMISSION OF ANNE ARUNDEL COUNTY

7477 BALTIMORE-ANNAPOLIS BLVD.

GLEN BURNIE, MD 21061

(410)222-6200 ♦ FAX (410)222-6214 ♦ TDD-MDRELAY711

INVITATION TO BIDDERS

The Housing Commission of Anne Arundel County (HCAAC) will accept bids for the:

Pinewood Village Standing Seam Roofing Installation.7885 Gordon Ct., Glen Burnie, MD 21060

This work includes furnishing all labor, materials, equipment and services necessary for exterior painting as indicated in the drawings.

Bids will be received until 1:00 pm EST on Monday, March 30th, 2020 at the

Office of Mike Hale, Modernization Director

7477 Baltimore Annapolis Blvd, Suite 301

Glen Burnie, Maryland 21061.

Questions may be directed to Mike Hale, mchale@hcaac.org or 410-222-6200 x 1200, by March 23rd, 2020 1:00 pm EST

MINORITY CONTRACTORS ARE ENCOURAGED TO RESPOND TO THIS INVITATION AND ANNOUNCEMENT EOE/MF

All responsive bids will contain the following:

1. The completed Bid Form, signed as required (contained in the Bid Package)
2. A certified check or bank draft payable to the Housing Commission of Anne Arundel County, U.S. Government bonds, or a satisfactory bid bond executed by the bidder and acceptable to sureties in an amount equal to five percent (5%) of the bid;
3. A notarized non-collusive affidavit (contained in the Bid Package);
4. Statement of Bidder's Qualifications and Equipment including a recent certified Financial Statement (contained in the Bid Package);
5. Certifications on Equal Employment Opportunity required by Section 3 of the Housing and Urban Act of 1968 as amended. The target area of purposes of Section 3 compliance (contained in the Bid Package);
6. Any subcontractors to be used on the contract (contained in the Bid Package).
7. Completed HUD Form 2530, Previous Participation, if bid is over \$50,000 (contained in the Bid Package);
8. Certificate as to Individual, Partnership or Corporate Principal (contained in the Bid Package).
9. Completed HUD Form 5369-A, Representations, Certifications, and Other Statements of Bidders (contained in the Bid Package);

Please be advised that all successful bidders are required to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 118 of Title 1, Community Development and Housing Act of 1974, as well as Executive Order 11478. Attention is called to the fact that no less than the minimum salaries and wages as set forth in the contract documents must be paid on this project in addition to providing weekly payrolls through the term of the contract.

It shall be the Bidder's responsibility to make an inquiry as to the addenda issued.

The successful bidder will be required to furnish and pay for a satisfactory Performance and Payment Bond from a U.S. Government-approved surety, per Treasury Department Circular 570, current revision, in the full amount of the contract as awarded; or an irrevocable Letter of Credit in the amount of 25% of the Contract price; or a cash escrow in the amount of 20% of the Contract price, in accordance with C.I.A.P. Handbook 7485.1, Revision 4, Chapter 9, page 9-4, paragraph G, dated 12/20/89 and the Comprehensive Grant Program Handbook 7485.3, dated march 1992, Chapter 11-5; as well as evidence of current Personal Injury, Property Liability, and Workmen's Compensation;

This documentation shall be made available to the Housing Commission within ten days of the notification of the award of contract.

Furthermore, the successful bidder must provide a letter instructing their insurance/security carriers to provide third party notification to the Modernization Director of the Housing Commission of Anne Arundel County if and when any changes occurs in their bonding, Personal Injury, Personal Liability, or Workers Comprehensive Coverage.

Contracts will be awarded to the lowest responsible bidder not on HUD's list of ineligible contractors, provided the bid is reasonable, and in the best interest of the Housing Commission of Anne Arundel County, and the bidder has complied with all applicable laws.

The Housing Commission of Anne Arundel County reserves the right to reject any or all bids and to waive any informalities in the bidding wherever it is in the best interests of the Housing Commission.

Pinewood Village Painting Exterior Building

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the written consent of the Housing Commission of Anne Arundel County.

INSTRUCTIONS TO BIDDERS

1. STATEMENT OF BIDDER'S QUALIFICATIONS:

The HCAAC will require a Statement of Qualifications on the form furnished for that purpose relative to the bidder's financial resources, construction work experience, and organization and equipment available for the work contemplated. The HCAAC shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the HCAAC all such information and data for this purpose as the HCAAC may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the HCAAC that the bidder is qualified to properly carry out the terms of the specifications.

The following information should be contained in the statement of Bidder's Qualifications:

- a. Number of years' experience in the specified work, and specifically the number of years in the Baltimore-Washington Metropolitan Area - including Anne Arundel County.
- b. Specific, relevant experience in the remodeling, renovation and reconstruction of similar projects. List projects, location, size in square feet, date of completion, Owner with contact name and phone number.
- c. Experience in the remodeling, renovation and reconstruction of sites, buildings or portions of buildings that have remained occupied during construction.

2. CORRECTIONS:

Erasures or other changes in the bid must be dated and initialed over the signature of the Bidder.

3. REJECTION OF BIDS:

In determining the successful bidder, the following elements in addition to those mentioned will be considered: whether the bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations concurred in doing the work; (4) has appropriate technical experience; (5) has made a good faith effort to employ area residents; (6) has made a good faith effort to solicit bids from minority or female owned business enterprises and the extent to which said bidder is successful in this regard.

4. INSPECTION OF SITE BY BIDDERS:

All bidders should visit the project site and familiarize themselves with local conditions affecting the work. In order to do this; bidders shall make appointments to visit the site by calling 410-222-6200, ext 1200 between the hours of 9:00 A.M. and 3:00 P.M., Monday through Friday.

5. EQUAL EMPLOYMENT OPPORTUNITY:

Pursuant to Executive Orders 11246 and 11375, the Contractor shall be required to provide equal opportunity and shall not discriminate against any person because of his or her race, color, creed, sex, or national origin.

6. SALES AND USE TAX:

The HCAAC is a political subdivision of the State of Maryland and sales to it are exempt from Maryland Sales Tax. HCAAC does not issue its Tax ID number for the purchase of materials by Contractors under the terms of Construction Contracts.

7. BASE BID:

The Base Bid shall be a lump sum amount for all the required work. If requested within the Bid Form, unit prices may be given for specified materials and work.

8. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

- a. Any bid received at the HCAAC location designated in the solicitation after the exact time specified for receipt will not be considered. See Article 5, Instruction to Bidders
- b. Any modification or withdrawal of a bid is subject to the same conditions as in (1) above. A bid may also be withdrawn in person by a bidder or its authorized representative, provided its identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time/date set for receipt of bids. See Article 8, Instructions to Bidders.

9. WITHDRAWAL OF BIDS:

Expand Article 8, Withdrawal of Bids to include: No Bid may be withdrawn within 60 days after date of opening of bids.

10. PRODUCT AND MATERIALS SUBSTITUTION:

In order that the bid may be considered responsible, the Bidder must bid on that which is specified and provide all data specified in this Project Manual. The selection of material and equipment specified in this Project Manual are for setting the standard of quality, performance, and capacity required. Where trade names or catalog numbers are used, such references serve the sole purpose of establishing acceptable quality and performance standards of the desired product,

and any other products, which meet the intent of such quality, and performance standards are also acceptable. Materials and equipment submitted by the Contractor for substituting the specified material and/or equipment shall meet or exceed the standards of the materials and equipment specified.

All requests for substitutions of products, materials or methods from that listed in the specifications must be submitted to the Director of Modernization writing, **at least seven (7) calendar days prior to the bid opening date**. This request must be accompanied with documentation of product performance from the manufacturer with an explanation of any differences in performance standard from the specified product. Each such request shall include a complete description of the proposed substitution, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation. If the Modernization Department accepts that product, all other bidders shall be notified by Addendum of the acceptability of this product.

After the bid opening, products, materials or methods may not be substituted unless they were included in the bid or unless such becomes subsequently unavailable due to reasons beyond the control of the Contractor and approved by the Representative of HCAAC.

11. PRE-CONSTRUCTION CONFERENCE AND PLAN OF OPERATION:

Before issuance of the "NOTICE TO PROCEED", the Contractor shall be required to attend a pre-construction conference at which time it shall submit to the HCAAC a written plan of operations. This plan shall outline the Contractor's Schedule for completing the contract work within the time allotted for completion, and shall include such items as:

- a) Sequence of Work;
- b) Available equipment and materials;
- c) Labor force;
- d) Labor recruitment source;
- e) Listing of Subcontractors;
- f) Any other pertinent data.

12. NOTICE TO PROCEED:

Upon approval of the contract documents and the Contractor's plan of operations, the HCAAC shall issue a written "NOTICE TO PROCEED", to the Contractor. Absolutely no work may commence prior to issuance of the "Notice to Proceed".

GENERAL FEDERAL PROVISIONS FOR CONSTRUCTION CONTRACTS OF \$100,000.00 OR MORE

The following general federal provisions are a part of this Contract and do not require submittal of additional documentation, forms, reports, or certifications, except in unusual circumstances.

1. Interest of Local Public Officials. No member of the governing body of Anne -Arundel County, Maryland (referred to herein as "the County") and no other public official of the County who exercises any Exactions or responsibilities in the review or approval or the carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
2. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share in or part of this Contract or to any benefit to arise there from
3. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein, or any other interest which would conflict with the performance of this contract and covenants that no person having any such interest shall be employed.
4. Subcontracts and Other Contracts. The Contractor will certify that all contracts with applicants, recipients, subcontractors, and consultants contain the applicable federal requirements.
5. Access to Records. The Corporation, the County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
6. Retention of Records. All required records pertinent to this Contract shall be retained by the Contractor for 4 years after final payment is made. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 4-year period. The records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 4-year period, whichever is later.
7. Accessibility. Every building or facility (other than a privately-owned residential structure) designed, constructed, or altered as a result of this Contract and made available through federal financial assistance, shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8 Subpart A. Section 8.4 of the Fair Housing Amendments Act of 1988, and Section 303 of the Americans with Disabilities Act of 1990.
8. Lead-Based Paint Requirement. The Contractor and all subcontractors, vendors, and consultants shall comply with 24 CFR 35: Prohibition of Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard, when applicable to projects or programs resulting from this Contract.
9. Clean Air and Water Pollution. The Contractor and all subcontractors, vendors, and consultants shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. et. seq.) and Federal Water Pollution Control Act (33 U. S. C125 et. seq.), as amended, when applicable to projects or programs resulting from this Contract.
10. Energy Conservation. The Contractor and all subcontractors, vendors, and consultants shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163,89 Stat. 871).
11. Eligibility of Contractor and Exclusion of Entities Debarred from Federally Funded Contracts. The Contractor certifies that neither the Contractor nor any person or firm who has an interest in the Contractor's firm is ineligible to be awarded contracts utilizing federal funds. The Contractor shall refrain from entering into any contract or contract modification with an applicant, recipient, contractor, subcontractor, vendor, or consultant debarred from contracts funded in whole or in part with federal funds or from participation in HUD programs.
12. Lobbying Certification. In accordance with the Housing and Community Development Act of 1974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the Contractor certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative contract, it will complete and submit Standard Form, "Disclosure Form to Report Lobbying", in accordance with its instruction, and
 - c. The Contractor will require that this language will be included in the award of contracts to all subcontractors, suppliers, and vendors related to this contract.
13. Submittal of Certifications, Forms and Reports. The Contractor must complete and, if applicable, require all subcontractors to complete all certifications, forms, and reports specified in this Contract in a manner acceptable to the Corporation. Interim and/or final payments may be withheld by the Corporation pending receipt and approval by the Corporation of these certifications, forms, and reports.

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INSURANCE REQUIREMENTS

Insurance Required of Construction Contractors

1. General: The Contractor and each Subcontractor is responsible for his own insurance. This section explains the types, amounts, and limits of insurance coverage required of contractors doing work at the site of a project owned by the Housing Authority.

(a) All required insurance shall be carried with financially responsible insurance companies and shall be kept in force until the contractor's work is accepted, and taken over by the Housing Authority.

(b) Should any primary contractor, subcontractor, or sub-sub-contractor commence work of any nature at the project site without first having the required approved insurance in force, the Housing Authority shall immediately cause such work to be stopped until the infraction of contract requirements has been cleared. Any delay in contract performance which results from failure to comply with contract requirements shall be the sole responsibility of the primary contractor under whose supervision the infraction occurred.

2. Workmen's Compensation:

The Housing Authority shall require each contractor and subcontractor to carry Workmen's Compensation Insurance for all employees engaged in operations under the Construction Contract, and provide statutory Workers' Compensation benefits covering all of their employees with respect to whom death or bodily injury claims could be asserted, as required under Maryland Law, and Employer's Liability with limits of at least \$100,000 each accident, \$100,000 each employee disease, and \$500,000 disease policy limit;

3. Comprehensive General Liability:

The Housing Authority shall require each contractor to carry comprehensive general liability insurance, with bodily injury and property damage limits of not less than \$1,000,000 per occurrence (or such higher amount as the Housing Authority may require based on the trend in injury and/or death claims and damage to the property of others as a result of accidents) which may occur at the project site from operations under the Construction Contract and subcontracts. The insurance shall cover the use of all equipment, hoists, and vehicles on the project site.

4. Builders Risk:

(a) **Extent of Coverage:** The Housing Authority shall require the contractor to carry Builders Risk (fire and extended coverage) Insurance on all work in place and/or material stored at the building site, including foundation and building equipment. The contractor installing equipment supplied by the Housing Authority, such as ranges and refrigerators, shall carry insurance on the equipment from the time he takes possession thereof until issuance of the final Certificate of Completion. Builders Risk Insurance need not be carried on excavations, piers, footings, or foundations until work on the superstructure is started. Builders Risk Insurance is not required to be carried on landscape work.

(b) **Risks to Be Covered:** The Builders Risk Insurance policy or policies shall provide for fire and extended coverage insurance for the benefit of the contractor, his subcontractors, and the HCAAC as their interests may appear against loss by fire, lightning, windstorm, hail, explosion, riots, riot attending a strike, aircraft, vehicle, and smoke damage. In localities particularly susceptible to earthquake disturbances, additional Builders Risk Insurance against loss by earthquake may be included if desired. Policies shall furnish coverage at all times for the full cash value of all completed construction as well as materials or equipment in place and/or stored at the site, whether or not partial payment has been made by the HCAAC. In some localities, windstorm coverage under the usual form of Builders Risk policies does not attach until the exterior of the Building is finally closed with all windows and doors permanently in place. Such policies should be endorsed to cover buildings in all stages of construction or reconstruction. If specific buildings are accepted and taken over for occupancy by the HCAAC, the contractor may terminate his insurance at such time on such buildings and the HCAAC shall provide fire and extended coverage insurance on such buildings thereafter.

(c) **Cancellation Provision:** The HCAAC require that each Builders Risk policy carried by the contractor provide for at least 30 days' prior notice by the contractor of insurance company before the cancellation becomes effective.

5. Automobile Liability:

Insurance with minimum limits coverage at \$1,000,000 each occurrence for property damage and \$1,000,000 each occurrence for bodily injury

6. Excess Liability

Coverage in the form of an umbrella endorsement over all of the above in an amount of not less than \$2,000,000.

7. Evidence of Contractor's and Subcontractor's Insurance Coverage:

- a) Before a fly work begins, the contractor and each subcontractor are required to furnish the HCAAC with evidence (which may be in the form of a certificate) that the required Workmen's Compensation and comprehensive general liability insurance are in force. Before work has begun on the superstructure, the contractor is required to furnish similar evidence that the required Builders Risk Insurance is in force. Two copies of each certificate or other evidence are to be submitted. Upon request, one copy of each shall be sent to the HCAAC Project Manager.
- b) Insurance which expires before the contractor's work is accepted and taken over by the HCAAC is to be renewed and evidence thereof submitted to the HCAAC.
- c) If the Builders Risk policy is written on a reporting form, two signed copies of each report to the insurance company showing periodic value increases, shall be sent to the HCAAC by the contractor. Upon request, one copy of each report shall be sent to the HCAAC Project Manager.

8. Maintenance of Records:

The HCAAC shall maintain an insurance record of policies carried by each contractor and his subcontractors to make certain the required coverage's are kept in force as required by the contracts. The records shall contain, at minimum, the following information: name and address of insurance company, policy number, type of coverage, amount of insurance, effective date of policy, and the expiration date of the policy. In order that the HCAAC may insure that all required coverage's are kept in force, all insurance companies writing the contractor's policies shall issue a Certificate of Insurance and give the HCAAC 30 days' prior notice of any cancellation or material change in their policy.

SUMMARY OF EEO

SUMMARY OF APPLICABLE EQUAL OPPORTUNITY LEGISLATION AND EXECUTIVE ORDER

In accordance with Executive Order 11246 of September 24, 1965, as amended, and as implemented by Department of Labor regulations 41 CFR Chapter 60, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Equal Opportunity Clause, the Certification of Non-Segregated Facilities, and the Certification of Compliance with Affirmative Action Requirements for Equal Employment Opportunity, which are included in this section, are mandated by this Executive Order and the implementing regulations.

In accordance with Title VI of the Civil Rights Act of 1964, there shall be no discrimination on the basis of race, color, or national origin in activities covered by this Contract.

In accordance with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, no person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination in activities covered by this Contract, including employment, on the ground of race, color, national origin, sex, or religion, either directly or through contractual, licensing, or other arrangements.

Section 109 also applies to this Contract any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975.

Section 109 also applies to this Contract any prohibition against discrimination with respect to an otherwise qualified person with disabilities, as provided in Section 504 of the Rehabilitation Act of 1973. In accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, there shall be no discrimination against persons with disabilities regarding employment or other economic opportunities resulting from this Contract.

THE EQUAL OPPORTUNITY CLAUSE

Inclusion of the following clause in this Contract is required by Executive Order 11246 of September 24, 1965, as amended, and as implemented by Department of Labor regulations 41 CFR Chapter 60. It contains the following important provisions:

- *nondiscrimination in employment and treatment during employment,*
- *notices to be posted at the job site,*
- *equal employment opportunity statement in solicitation and advertising,*
- *notification to labor unions,*
- *agreement to comply with all provisions of Executive Order 11246,*
- *agreement to furnish required reports,*
- *agreement to permit access to records,*
- *sanctions and remedies for non-compliance, and*
- *inclusion of clause in all subcontracts and obligation of Contractor to help enforce it.*

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, and available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor unions or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, this contract *may* be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: *Provided, however,* that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NON-SEGREGATED FACILITIES

(General Contractor submit as part of Contract. Subcontractors submit before beginning work on the project.)

Company Name: _____

Company Address: _____

Telephone: _____ Tax Identification Number: _____

Project: _____ Date: _____

Is Company General Contractor or Subcontractor on this project? (Check one)

As used in this certification, the term "segregated facilities" means any waiting room, work area, rest rooms and washrooms, 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.

The Contractor certifies that no segregated facilities are or will be maintained or provided for the Contractor's employees at any of the Contractor's establishments, and that the Contractor's employees do not and will not be permitted to perform their services at any location under the Contractor's control where segregated facilities are maintained.

The Contractor further agrees (except if the Contractor has obtained identical certifications from proposed Subcontractors for specific time periods) that, prior to entering into subcontracts that exceed \$10,000 and are not exempt from the Equal Opportunity Clause, the Contractor will

1. Obtain identical certifications from proposed Subcontractors
2. Retain the certifications in its files; and
3. Forward the following notice to proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

"Notice to Prospective Subcontractors of Requirement for Certifications of Non-Segregated Facilities: A Certification of Non-Segregated facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal 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)."

The Contractor agrees that a breach of this certification or a breach of a Subcontractor's identical certification is a violation of the Equal Opportunity Clause in the Contract. The penalty for making false statements in these certifications is prescribed in 18 U.S.C. 1001.

Signature of Officer or Owner of Company Date

Printed Name and Title of Signatory Above:

COMPLIANCE AA/EEO

CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

(General Contractor submit as pad of Contract. Subcontractors submit before work begins.)

Company Name: _____

Company Address: _____

Telephone: _____ Tax Identification Number: _____

Project: _____ Date: _____

Signature of Officer or Owner of Company: _____

Printed Name and Title of Signatory Above: _____

Check YES or NO whether the following statement applies to this company. If YES, complete the remainder of this form. If NO, do not answer the remaining questions.

The company has more than 50 employees AND has or is bidding for a contract or purchase order amounting to \$50,000 or more for the project designated above.

YES _____ NO _____

Executive Order 11246 and 41 CFR part 60 require that certain companies involved in federally assisted construction projects develop and keep on file at each of their establishments an Affirmative Action Plan for achieving equal employment opportunity. Progress reports on utilization of minorities are to be completed annually on or before March 31. Previously, the reports were to be submitted to the Equal Employment Opportunity Commission or the administering agency within 30 days after the award of the contract or subcontract unless such a report was previously filed within 12 months preceding the date of the award the requirement now is that these progress reports be kept on file at the company. Bidders and subcontractors who meet the criteria above must also answer the following questions in writing:

The company has developed and has on file at each establishment affirmative action programs as required by 41 CFR part 60.

YES ____ NO ____

The company has participated in a previous contract or subcontract subject to the equal opportunity clause requirements for affirmative action programs.

YES ____ NO ____

The company has filed all reports as required by 41 CFR part 60.

YES ____ NO ____ NOT APPLICABLE ____

MBE-WBE POLICY

POLICY WITH RESPECT TO MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MBEs/WBEs)

To the maximum extent feasible, opportunities for contracting in connection with this project shall be given to MBEs/WBEs. Upon acceptance of a bid by the Corporation, if any portion of the contract is subcontracted, the Contractor will be expected to solicit MBE/WBE firms to bid on various aspects of the contract. Resources available to assist the Contractor in finding or notifying MBE/WBE firms include, but are not limited to the following.

The County's MBE Program:
MBE Coordinator, Office of the Purchasing Agent
2660 Riva Road, Third Floor
Annapolis, MD 21401
(410) 222-7667

Various MBE/WBE directories available for Contractors' use from 8:30 a.m. to 5:00 p.m., Monday through Friday, at:
Arundel Community Development Services, Inc.
2660 Riva Road Suite 210
Annapolis, MD 21401
(410) 222-7600

Minority trade associations:
Maryland Metropolitan Association of Minority Contractors, Inc.
2213 Brookfield Avenue
Baltimore, MD 21217
(410) 523-2700

Minority Supplier Development Council
9150-B5 Rumsey Road
Columbia, MD 21045
(410) 997-7599

National Association of Minority Contractors
806 15th Street, NW Suite 340
Washington, DC 20005
(202) 347-8259

For each MBE/WBE with whom a Contractor enters into a contract, the attached MBE/WBE Identification Statement shall be completed (Section 00215). This form was designed by the Corporation to obtain information, which it must report to the federal government on behalf of Anne Arundel County regarding MBE/WBE participation in certain HUD programs. It is the only MBE/WBE certification required for this project by the Corporation and by HUD, however, some projects, which are partially financed by the State of Maryland.

MBE/WBE

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE IDENTIFICATION STATEMENT

If applicable, this form is to be submitted by General Contractor, Consultant, or Service Provider as part of Contract or Agreement, and by Subcontractors before they begin work.

Name of Company/Organization: _____

Address of Company/Organization: _____

Telephone: _____ Tax Identification Number _____

Project: _____

Indicate if (on this project) you are a

- general contractor
- subcontractor (specify trade or service): _____
- general contractor (specify trade or service): _____

When was the company/organization established? _____

State the name of each owner of the enterprise, the minority group to which he/she belongs (if applicable), his/her percentage of ownership, and his/her type of investment.

Name	Minority Group* (if	Percent Ownersh ip	Type of Investment (Check all that apply)				
			Financia	Equipmen	Management	Labo	None

**Female. African American. Hispanic. Native American. Asian/Pacific Islander. Eskimo/Aleut*

The above percentages of ownership have existed since _____

Does any owner of your enterprise who is not a minority group member also have an ownership interest in any other firm working on this project)?

Yes No (If yes, state below the name of each such owner and the names of the firms in which such ownership interests exists.)

Has your enterprise entered into any agreement with any of the firms named in Question #5?

Yes No (If yes, describe such agreements below.)

Are any of the minority owners listed in Question #3 or any minority group member officers of your business a former or current employee of any other firm working on the project? -

Yes No (If yes, state the name(s) of the individual(s), name(s) of the employer(s), date(s) of employment with the other firm(s), and responsibilities in such employment.)

Has your enterprise subcontracted out to another firm any work to be performed on this project?

Yes No (If yes, state the percentage of work subcontracted and the nature of such work)

I certify that the foregoing information is correct and complete.

Signature of Officer or Owner of Company Date

Printed Name and Title of Signatory Above:

SECTION 3

Section 3 of the Housing and Urban Development Act of 1968 applies to this project. This means that, to the greatest extent feasible, the contractor will attempt to hire low and very low income residents of the Baltimore Metropolitan Area and contract with firms that are owned by or which utilize low and very low income residents of the Baltimore Metropolitan Area. The Contractor and Subcontractors should review and/or submit the following Section 3 documents contained herein:

THE SECTION 3 CLAUSE

(INCLUSION OF THE FOLLOWING CLAUSE IN THIS CONTRACT IS REQUIRED BY LAW.)

§135.38 SECTION 3 CLAUSE.

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

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 TARGETED INCOMES

It is the policy of HCAAC is to ensure that residents of the Baltimore Metropolitan Statistical Area whose family incomes do not exceed 80% of the median family income for that area shall participate, to the greatest extent feasible, in the economic opportunities generated by HUD financial assistance. Economic opportunities include training, employment, contracting or subcontracting, and purchasing. The current income levels vary by geographical area and are updated annually. A "targeted-income" person for Section 3 is a resident of the Baltimore Metropolitan Area whose annual earnings are no more than these amounts, according to family size. A Section 3 business is 51 percent or more owned by targeted income persons, or employs such persons for 30 percent or more of its full-time work force, or utilizes Section 3 businesses for at least 25 percent of the dollar value of all its subcontracts.

Numerical Goals for Employment and Training of Section 3 Persons: 30% of the aggregate number of new hires on the project.

Numerical Goals for Contracts with Section 3 Businesses:

- a. at least 10% of the total dollar amount of all Section 3 covered contracts for **building trades** work; and
- b. at least 3% of the total dollar amount of all **other** Section 3 covered contracts (e.g. construction management, engineering and architectural services, cleaning, moving and storage, or security contracts connected with construction projects).

Proof of eligibility for preference: A Section 3 resident seeking preference shall certify or submit evidence to the recipient, contractor, or subcontractor, *if requested*, as to Section 3 status. A business seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, *if requested*, that it is a Section 3 business.

Qualifications for the job: There is no requirement to hire a Section 3 resident who does not meet the qualifications of the position to be filled. A Section 3 business seeking a contract or subcontract shall submit evidence to the recipient, contractor, or subcontractor, if requested, that it is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

SECTION 3 COMPLIANCE: BASIC ACTIONS FOR COMPLIANCE WITH SECTION 3 IN HIRING AND CONTRACTING

Before beginning work on the project, General Contractor and Subcontractors will certify that the company will comply with Section 3 and will carry out the Basic Actions for Compliance listed herein.

- a. General Contractor and Subcontractors will send to each labor organization or representative of workers with whom there is a collective bargaining agreement or other understanding a notice regarding the Section 3 commitments under this contract.
- b. General Contractor and Subcontractors will cooperate with the Corporation in informing referral agencies and community organizations about hiring and contracting opportunities and will respond to expressions of interest by Section 3 job applicants and Section 3 businesses.
- c. General Contractor will post at the site (a) notice that this is a Section 3 project and (b) information about specific job openings and contracting opportunities and how to apply.
- d. General Contractor will accept job applications at the site and maintain a file of those applications for use by all subcontractors on the project. Subcontractors will consider applicants from this file.
- e. When a specific construction job opening occurs, General Contractor or Subcontractor will contact the following for a referral of a low or very low income Anne Arundel County resident: **Employer Services Representative, Anne Arundel County Workforce Exchange, 80 West Street, Annapolis, MD 21401, (410) 269-4427**
- f. General Contractor and Subcontractors will place asterisks (*) by names of all new-hires the first time they appear on the Certified Payroll Form.
- g. In cases where 2 or more Section 3 individuals or businesses are competing for the same opportunity and other factors such as qualifications or costs are equal, the General Contractor will consult the Corporation for guidance as to locally established priorities.
- h. After completion of the project, General Contractor and Subcontractors will, as requested by the Corporation, report on subcontracting and hiring activity related to the project.

SECTION THREE CERTIFICATION

SECTION 3 AGREEMENT AND CERTIFICATION

(General Contractor submits as part of contract. Subcontractors submit prior to starting work.)

Company Name: _____

Company Address: _____

Company Telephone:_____ Date: _____

Company Tax Identification Number: _____

Name of Project: _____

Estimated number of new employees' company expects to hire for this project: _____

Number of Subcontractors this company expects to utilize for this project: _____

Please check YES or NO by each of the following statements to indicate whether or not it applies to your company. Any YES indicates that your company is a Section 3 business.

YES NO

_____ _____ The company is 51% or more owned by Section 3 persons.

_____ _____ At least 30% of the permanent full time employees are Section 3 persons or were so within 3 years of the date they were hired by the company.

_____ _____ For at least 25% of the dollar value of all its subcontracts, the company commits to subcontract with firms that are either 51% or more owned by Section 3 persons or which employ such residents as at least 30% of the permanent full time work force.

Statement of Agreement to Comply with Section 3 and Certification

The company named above has read the general information about Section 3 which appears in the contract for the project, will comply with the goals and provisions of Section 3 as they apply to this project, and will carry out the basic actions for compliance as stated in the contract. The company certifies that no hiring done during the period between selection of the contractor and execution of the contract was intended to circumvent obligations under Section 3. The company further certifies to the correctness of the information it has provided above for use in determining whether or not it is a Section 3 business.

_____ Date

Signature of Officer or Owner of Company

Printed Name and Title of Signatory Above:

FEDERAL LABOR REQUIREMENTS: OVERVIEW OF IMPORTANT POINTS

Federal Labor Standards apply to this Contract. These labor standards include Davis-Bacon and Related Acts. In brief, this means:

- Wage rates paid to employees of the Contractor and employees of all subcontractors must be no less than those in the Department of Labor "Wage Determination" for this project.
- The minimum wage rate for a trade not on the "Wage Determination" must be established in conjunction with the Corporation and HUD based on Department of Labor regulations.
- Employees must be paid "time and a half for hours which exceed 40 in any one week, as mandated by the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 333).
- Salaries of all employees of the Contractor and subcontractors under this Contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account except only such payroll deductions as are mandatory bylaw or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland Anti-Kickback Act of June 13, 1934 (40 U. S. C. 276c). The Copeland Act makes it a criminal offense to induce any person employed under this Contract to give up any part of the compensation to which he or she is entitled.
- Weekly Certified Payroll Reports must be submitted by the Contractor and all subcontractors, as mandated by the Copeland Act.

A "working subcontractor" who performs trade work at the project site and has employees working at the site must submit weekly certified payroll reports on which he includes the hours he worked on the project. However, he may identify himself on those reports as "owner" and omit the wage rate he pays himself.

A "working subcontractor" who performs trade work at the project site and has no employees working at the site must be included on the General Contractor's weekly certified payroll reports. His trade, wage rate, and hours must be included. The terms "1099" or "subcontractor" may be used to indicate why no deductions are taken. Regardless of the bid amount of the subcontract, this subcontractor must actually be paid weekly and at a wage rate no less than that established by the Wage Determination or accepted additional classification procedures. If the subcontract provides for additional compensation, the amounts owed shall be paid by the General Contractor periodically and/or at the end of the project in response to invoices submitted by the subcontractor.

Contractors must use the "Wage Determination" in effect when the bids are opened for this project. The most recent "Wage Determination" available is included in the bid documents. If this "Wage Determination" is modified by the Department of Labor prior to the opening of bids, the new rates will apply if the modification occurs at a time when it is still feasible for the Corporation to notify potential bidders.

Insert HUD-4010
Federal Labor Standards Provisions

AUTHORIZATION TO SIGN CERTIFIED PAYROLL FORMS

PROJECT: Pinewood East Canopy Replacement and New Construction, 7900 Benesch Circle, Glen Burnie, MD 21060

I hereby authorize the following person(s) to sign Certified Payroll Forms for this project

NAME OF PERSON AUTHORIZED TO SIGN CERTIFIED PAYROLL FORMS	TITLE OF PERSON AUTHORIZED TO SIGN CERTIFIED PAYROLL FORMS

Signature of Officer or Owner of Company

Date

Printed Name and Title of Signatory Above:

INSURANCE REQUIREMENTS

Insurance Required of Construction Contractors

1. General:

The Contractor and each Subcontractor are responsible for his own insurance. This section explains the types, amounts, and limits of insurance coverage required of contractors doing work at the site of a project owned by the Housing Authority.

- (a) All required insurance shall be carried with financially responsible insurance companies and shall be kept in force until the contractor's work is accepted, and taken over by the Housing Authority.
- (b) Should any primary contractor, subcontractor, or sub-sub-contractor commence work of any nature at the project site without first having the required approved insurance in force, the Housing Authority shall immediately cause such work to be stopped until the infraction of contract requirements has been cleared. Any delay in contract performance which results from failure to comply with contract requirements shall be the sole responsibility of the primary contractor under whose supervision the infraction occurred.

2. Workmen's Compensation:

The Housing Authority shall require each contractor and subcontractor to carry Workmen's Compensation Insurance for all employees engaged in operations under the Construction Contract, and provide statutory Workers' Compensation benefits covering all of their employees with respect to whom death or bodily injury claims could be asserted, as required under Maryland Law, and Employer's Liability with limits of at least \$100,000 each accident, \$100,000 each employee disease, and \$500,000 disease policy limit;

3. Comprehensive General Liability:

The Housing Authority shall require each contractor to carry comprehensive general liability insurance, with bodily injury and property damage limits of not less than \$1,000,000 per occurrence (or such higher amount as the Housing Authority may require based on the trend in injury and/or death claims and damage to the property of others as a result of accidents) which may occur at the project site from operations under the Construction Contract and subcontracts. The insurance shall cover the use of all equipment, hoists, and vehicles on the project site.

4. Builders Risk:

(a) Extent of Coverage: The Housing Authority shall require the contractor to carry Builders Risk (fire and extended coverage) Insurance on all work in place and/or material stored at the building site, including foundation and building equipment. The contractor installing equipment supplied by the Housing Authority, such as ranges and refrigerators, shall carry insurance on the equipment from the time he takes possession thereof until issuance of the final Certificate of Completion. Builders Risk Insurance need not be carried on excavations, piers, footings, or foundations until work on the superstructure is started. Builders Risk Insurance is not required to be carried on landscape work.

(b) Risks to Be Covered: The Builders Risk Insurance policy or policies shall provide for fire and extended coverage insurance for the benefit of the contractor, his subcontractors, and the HCAAC as their interests may appear against loss by fire, lightning, windstorm, hail; explosion, riots, riot attending a strike, aircraft, vehicle, and smoke damage. In localities particularly susceptible to earthquake disturbances, additional Builders Risk Insurance against loss by earthquake may be included if desired. Policies shall furnish coverage at all times for the full cash value of all completed construction as well as materials or equipment in place and/or stored at the site, whether or not partial payment has been made by the HCAAC. In some localities, windstorm coverage under the usual form of Builders Risk policies does not attach until the exterior of the Building is finally closed with all windows and doors permanently in place. Such policies should be endorsed to cover buildings in all stages of construction or reconstruction. If specific buildings are accepted and taken over for occupancy by the HCAAC, the contractor may terminate his insurance at such time on such buildings and the HCAAC shall provide fire and extended coverage insurance on such buildings thereafter.

(c) Cancellation Provision: The HCAAC require that each Builders Risk policy carried by the contractor provide for at least 30 days' prior notice by the contractor of insurance company before the cancellation becomes effective.

5. Automobile Liability:

Insurance with minimum limits coverage at \$1,000,000 each occurrence for property damage and \$1,000,000 each occurrence for bodily injury

6. Excess Liability

Coverage in the form of an umbrella endorsement over all of the above in an amount of not less than \$2,000,000.

7. Evidence of Contractor's and Subcontractor's Insurance Coverage:

(a) Before any work begins, the contractor and each subcontractor are required to furnish the HCAAC with evidence (which may be in the form of a certificate) that the required Workmen's Compensation and comprehensive general liability insurance are in force. Before work has begun on the superstructure, the contractor is required to furnish similar evidence that the required Builders Risk Insurance is in force. Two copies of each certificate or other evidence are to be submitted. Upon request, one copy of each shall be sent to the HCAAC Project Manager.

(b) Insurance which expires before the contractor's work is accepted and taken over by the HCAAC is to be renewed and

evidence thereof submitted to the HCAAC.

(c) If the Builders Risk policy is written on a reporting form, two signed copies of each report to the insurance company showing periodic value increases, shall be sent to the HCAAC by the contractor. Upon request, one copy of each report shall be sent to the HCAAC Project Manager.

8. Maintenance of Records:

The HCAAC shall maintain an insurance record of policies carried by each contractor and his subcontractors to make certain the required coverage's are kept in force as required by the contracts. The records shall contain, at minimum, the following information: name and address of insurance company, policy number, type of coverage, amount of insurance, effective date of policy, and the expiration date of the policy. In order that the HCAAC may insure that all required coverage's are kept in force, all insurance companies writing the contractor's policies shall issue a Certificate of Insurance and give the HCAAC 30 days' prior notice of any cancellation or material change in their policy.

FORM OF BID PROPOSAL

Project: **Pinewood Village Standing Seam Roof Installation 7900 Benesch Circle, Glen Burnie, MD 21060**

From:

(Name of Bidder)

(Address)

(Telephone Number - Include Area Code)

(Federal ID Number)

To the:

Housing Commission of Anne Arundel County
7477 Baltimore Annapolis Blvd., Suite 301
Glen Burnie, Maryland 21061

Gentlemen:

The undersigned, having familiarized (himself /themselves) with the local conditions affecting the cost of the work, and with the Specification (including Invitation for Bid, Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, General Conditions, and the Special Condition, the General Scope of the work, the Technical Specification, and the Drawings) and Addenda as issued by the Housing Commission of Anne Arundel County, 7477 Baltimore Annapolis Blvd, Suite 301, Glen Burnie, Maryland, 21061 hereby proposes to furnish all labor, tools, materials, equipment, technical personnel, supervision, machinery, permits and services, including utility and transportation services necessary to satisfactorily complete all work required for:

Pinewood Village Standing Seam Roof Installation, 7900 Benesch Circle, Glen Burnie, MD 21060

TOTAL BASE BID FOR THE WORK DESCRIBED IN THE PROJECT MANUAL

TOTAL BASE BID SUM OF:

_____ DOLLARS
(In Words)

\$ _____
(In Figures)

BID PRICE BREAKDOWN:

For the Housing Commission of Anne Arundel County information purposes only.
The sum of all shall equal the total Base Bid.

Sub-Contractor Breakdown of Cost:

Division 01 — General Requirement	\$ _____
Division 02 — Metals	\$ _____
Division 03 — Thermal and Moisture Protection	\$ _____
Division 04 — Doors and Windows	\$ _____
Division 05 — Finishes	\$ _____
Division 06 — Equipment	\$ _____
Division 07 — Furnishings	\$ _____
Division 08 — Electrical	\$ _____
Division 09 — Pressure Wash Exterior Building	\$ _____
Sub-Total of Divisions	\$ _____

1. In submitting this bid, it is understood that the right is reserved by the Housing Commission of Anne Arundel County to reject any and/or all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 30 days after the opening thereof, or at any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required Bonds within ten (10) days after the Contract is presented to him for signature.

2. Security in the sum of _____ (Dollars) (\$ _____) in the form of a Bid Guaranty of five percent (5%) of his bid or in the form of a Certified Check or Bid Bond is submitted herewith in accordance with the Specifications.

3. 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 the submitting of proposals. for the contract for which this proposal is submitted.

4. The bidder represents that he () has () has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed in Executive Order 10925, 11114, or 11246 of the Secretary of Labor; that he () has () has not filed all required compliance reports, and that representations indicating submissions of the 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 contractors or subcontractors who are exempt from the clause).

5. Certification of Non-Segregated 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 will 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 the 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 is a violation of the Equal Opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and washrooms, 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 certification from proposed subcontractors prior to the award of subcontract exceeding \$10,000 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.

6. Liquidated Damages:

- a) 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 Commission of Anne Arundel County the sum hereinafter stipulated as fixed and agreed liquidated damages for each day of delay until the work is completed and accepted.
- b) Refer to General Conditions, Paragraph 11 - Delays, Damages.
- c) Total time for project completion is 150 consecutive calendar days from signed Notice to Proceed.

7. Prevailing Salaries or Wages:

The Housing Commission of Anne Arundel County will submit to the Contractor a copy of the latest prevailing wage and salary schedule in accordance with the General Conditions - Para. 27 - Prevailing Wages or Salaries

(Note: The penalty for making false statements in offers is prescribed in 18 U.S./C. 1001).

8. Addenda: The undersigned hereby acknowledges receipt of any numbered and dated Addenda:

Addenda No.	Date	Addenda No.	Date	Addenda No.	Date

Name of Bidder

Signature of Official Company Representative and Date

Company Name

Company Address

BID BOND"NA

KNOW ALL MEN BY THESE PRESENT, that we the undersigned, as Principal, and _____ (Name of Surety) are held and bound unto the Housing Commission of Anne Arundel County, herein after referred to as the HCAAC, in the penalty sum of \$ _____, 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 present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____,

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 sixty (60) days after the said opening, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the HCAAC 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 HCAAC the difference between the amount specified in said Bid and the amount for which the HCAAC May procure the required, work or supplies or both, if the latter be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF,

the above bounden parties have executed this instrument under their several seals this day of _____, 2020 the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

EXECUTED IN PRESENCE OF:

ATTEST: _____ (Seal)
Individual Principal

Address

ATTEST: _____ (Seal)
Corporate

Address

(Power of Attorney for person signing for Surety Company must be attached.)

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE PRINCIPAL

STATE OF: _____

COUNTY OF: _____

I, _____, certify that I am the secretary of the corporation named as principal in the within bond.

That _____, who signed the said bond on behalf of the principal, was then _____ of said corporation, that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

ATTEST: _____ (Seal)
Corporate

Title

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF: _____

COUNTY OF: _____

BY INDIVIDUAL:

On this _____ day of _____, 20__ before me, a Notary Public within and for the county, personally appeared _____ known to be the person described in and whose name is signed to the foregoing writing, has this day, acknowledged same before me in my said county.

Notary Public:

Notary Seal

Name: _____

County: _____

Commission Expires: _____

BY PARTNERSHIP:

On this _____ day of _____, 20__ before me, a Notary Public within and for the county, personally appeared _____ known to be the all of the Partnership, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said Partnership.

Notary Public:

Notary Seal

Name: _____

County: _____

Commission Expires: _____

BY CORPORATION:

On this _____ day of _____, 20__ before me, a Notary Public within and for the county, personally appeared _____ a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.

Notary Public:

Notary Seal

Name: _____

County: _____

Commission Expires: _____

BID FORM QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATION AND EXPERIENCE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate sheets. The bidder may submit any additional information he/she deems necessary.

- 1 Name of Bidder: _____
- 2 Permanent Address: _____
- 3 Telephone: _____
- 4 Bidder's Federal ID #: _____
- 5 When Organized? _____
- 6 If a Corporation, where incorporated? _____
- 7 How many years have you been engaged in construction under your present firm or trade name? _____
- 8. Contracts on han8

Name of Owner	Address	Name of Project	Location of Project	Gross Amount of Contract	% Completed & Anticipate completion

- 9. Have you ever failed to complete any work awarded to you? _____ If so, where and why?
- 10. Have you ever defaulted on a contract? _____ If so, where and when?
- 11. Have you ever refused to sign a contract at your original bid? _____
- 12. List your major equipment available for this contract and if owned or leased
- 13. Background and experience of the principal members of your organization
- 14. Credit available
- 15. Include a financial statement
- 16. Experience in construction work similar in scope to this project within the past 5 years.

- 17. Have you ever been a party to or otherwise involved in any action or legal proceedings involving matters related to race, color, nationality, religion or sex?
- 18. Have you ever been accused of discrimination based on race, color, nationality, religion or sex in any action or legal proceedings including any relating to a Federal Agency? If so, give full details on an attached sheet.
- 19. Have you ever been a party or otherwise involved in any action or legal proceedings involving the violation of the Copeland Act., Federal Labor Standards or Davis-Bacon Act? Ifs, give full details on an attached sheet.
- 20. Check One: Individual Partnership Corporation
MBE WBE % Ownership
- 21. Upon request, furnish any other requests for information that the Housing Commission of Anne Arundel County may require.

Signed: _____

Company Representative: _____

Title: _____

Subscribed and sworn to before me this _____ day of

My Commission expires _____

_____ (Seal) Notary Public

CONTRACTOR'S CERTIFICATION OF SUBCONTRACTORS

List any/all subcontractors to be used in the execution of this contract in the following spaces.

Subcontracted Work	Subcontractor's Name, Address, Principals(s)	Phone #
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Note: This information is subject to change only with the approval of the Housing Commission of Anne Arundel County.

FORM OF NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of: _____

County of: _____

Contract No: _____

_____, being first duly sworn, deposes and says that: He is (Owner, Partner, Officer, Representative or Agent) of the party making the foregoing proposal or bid, that such proposal or bid is the genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiance or any other bidder, to fix overhead, profit, or cost element of said bid price, or that of any other bidder or to secure any advantage against the Housing Commission of Anne Arundel County or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of Bidder, if the bidder is an individual

Partners, if the bidder is a partnership

Signature of Officer, if the bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission expires _____

Notary Public (Seal)

AA/EEO

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY STATEMENT

The Contractor will provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Opportunity Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies.

The Contractor will not discriminate against any employee or applicant for employment because of race, color or creed, sex, religion, ancestry, national origin, sex preference, disability, age (40-70), marital status or status with regard to public assistance.

The Contractor will take Affirmative Action to ensure that all employment practices are free of such discriminations. Such employment practices include, but are not limited to, the following: Hiring, Upgrading, Demotion, Transfer, Recruitment, Termination, Lay-off, Rate of Pay or other forms of Compensation, and Selection for training, including Apprenticeship.

The Contractor will prohibit the harassment of any employee or job applicant because of sex or national origin or race.

The Contractor will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

The Contractor will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this Company or subcontractors to this Company who do not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. If any employee or applicant for employment believes he/she has been discriminated against, please contact the EEO Coordinator.

The Contractor will use its best efforts to afford women and minority owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. Goals are as follows: 20% of the value of any construction project which exceeds \$50,000 or 20% of the value of any non-construction contract which exceeds \$50,000 for minority owned businesses; 7% of the value of any construction project which exceeds \$50,000 or 7% of the value of any non-construction contract which exceeds \$50,000 for women owned businesses.

Company Name:

Signature: _____

Print Name/Title, Company Representative: _____

Date: _____

SUPPLEMENTARY GENERAL CONDITIONS

INSERT HUD 5370

WAGE DETERMINATION

PART 1 – GENERAL

The Contractor and all of his subcontractors are required to pay the minimum rates of pay in accordance with the General Conditions as established by the U. S. Department of Labor and/or HUD. A copy of the applicable minimum rates of pay are required to be posted at the jobsite until project completion.

Only Davis-Bacon Wage Rates/HUD Determined Rates issued by the Department of Housing and Urban Development will be applicable. No State Prevailing Rates are applicable.

SUMMARY OF WORK

PART 1 GENERAL

1.1 GENERAL

- A. The General Conditions of the Contract for Construction and Division 1, GENERAL REQUIREMENTS shall be part of this Section.
- B. Single Prime Contract: The Work will be constructed under a single prime contract. The Contractor is responsible for the coordination of work with other contractors and subcontractors as necessary
- C. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.
- D. Existing site conditions and restrictions on use of the site.
- E. Alterations and coordination with existing work.

1.2 GENERAL SCOPE OF WORK

1. The Work under the Contract consists of. The project consists of the following work at

Project Location: Pinewood East Canopy Replacement and New Construction, 7900 Benesch Circle, Glen Burnie, MD 21060

Summary of Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any other means. It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the Contract Documents.

- 2. Work includes, but is not limited to the following.
The furnishing of all labor, material, equipment and services necessary for the interior improvements to the office at Pinewood East.
 - a. New toilet
 - b. Lavatory sink replacement with vanity sink base and sink
 - c. New toilet accessories
 - d. Kitchen cabinets, countertop and sink complete
 - e. Demolition of selected walls
 - f. Electrical improvements
 - g. Other work described on the drawings and in the specifications
- 3. Should the Contractor discover any discrepancies or omissions on the Drawings or in the Specifications, he shall notify HCAAC of such error or omission prior to the date of receiving bids; otherwise, it will be understood that the Drawings and Specifications shall be interpreted by the HCAAC thereafter as to their true intent and the Contractor agrees to abide by his decision. The plans and specifications are intended to cover a complete project and it shall be thoroughly understood that failure to mention specifically any work, which would naturally be required to complete the project, shall not relieve the contractor of his responsibility to perform such work.
- 4. All work shall be done in a satisfactory and workmanlike manner to the entire satisfaction of the HCAAC. Upon completion of all work, the Contractor shall remove all equipment, scaffolding, etc., clean-up all rubbish caused by the work, haul it away from the premises and leave the premises, and surroundings in a clean condition before submitting the project to the HCAAC for acceptance.
- 5. Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, charges, levies or fees or expenses incurred, and all other services and facilities of every nature whatsoever necessary or the satisfactory performance of the contract.
- 6. The work includes disposal of removed materials in a manner consistent with local and Federal environmental guidelines.

1.3 TIME OF COMPLETION.

- A. Time of Completion: The work will commence on the date stipulated in the NOTICE TO PROCEED and shall be completed within ONE HUNDRED FIFTY (210) consecutive calendar days from the date stipulated in the Notice To Proceed.
- B. In accordance with Article 5 (b) of the General Conditions, the Work shall start as stated in the Notice to Proceed.
- C. Liquidated Damages: The Contractor and its sureties shall be liable for and shall pay to the HCAAC the sum of \$400.00, as fixed, agreed and liquidated damages, for each calendar day of delay from the date stipulated for completion in the "NOTICE TO PROCEED", or as modified in accordance with Section 29, "Changes" under the General Conditions. A calendar day shall be any whole or fractional part of a working day.
- D. All buildings will be occupied during construction. It is the Contractor's responsibility to assure that no apartment entry is left in a clean and workman like manor at the end of each work day.
- E. WORK UNDER SEPARATE CONTRACT
- F. Contractor shall cooperate with separate contractors as necessary to provide access to portions of building involved and to avoid obstruction or interfering with their operations.

1.4 ITEMS FURNISHED BY HOUSING COMMISSION

To be determined after Contract signing

1.5 CODES, STANDARDS AND PERMITS

- A. Work under this contract shall conform to all codes, regulations and standards in effect as of the date of receipt of bids that are applicable to this project. All work shall further conform to specific requirements and interpretations of the local authorities having jurisdiction over this project. Determination of applicable codes and standards and authorities having jurisdiction shall be responsibility of contractor, as shall be the analysis of all such codes and standards regarding their applicability to the Project for the purposes of determining necessary construction to conform to such code requirements. Securing all approvals and permits necessary to proceed with construction is the responsibility of Contractor. Where conflicts between or among the requirements of different codes and standards occur, the Contractor shall meet the most restrictive or stringent requirements. In cases where such determination is not possible, such as where code requirements call for different or exclusive treatments, refer questions to the Housing Commission immediately for a determination. Work pursued without such clarification will be at the Contractor's risk and expense, and no claims for extra compensation to correct or change such work will be considered.
- B. Contractor is responsible to obtain an Anne Arundel County permit and to have work inspected. Copies of the inspections must be given to the Representative of Housing Commission of Anne Arundel County prior to partial and or final payment releases. All work shall be performed in accordance with current Anne Arundel County codes.
- C. NOTE: It is Anne Arundel County Policy that Contractors working for HCAAC must procure permits as required by code. However, Anne Arundel County does not charge Contractors for permits on work performed in HCAAC communities
- D. The contractor shall identify all permits required from authorities having jurisdiction over the Project for the construction and occupancy of the work. The Contractor shall prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner.
- E. The Contractor shall display all permit cards as required by the authorities, and shall deliver photocopies of all permits to the Housing Commission promptly upon their receipt.
- F. The Contractor shall arrange for all inspections and approvals required for all permits, and shall notify the Housing Commission of such inspections a t least three business days in advance of the inspection.
- G. Contractor shall comply with all conditions and provide all notices required by all permits.
- H. Contractor shall perform and/or arrange for and pay for all testing and inspections required by the governing codes and authorities and shall notify the HCAAC of such inspections at least three business days in advance.

- I. Where inspecting authorities require corrective work in conjunction with applicable codes and authorities, Contractor shall promptly comply with such requirements, unless such requirements clearly exceed the requirements of the contract documents. In such cases, the contractor shall proceed with required corrective work so as not to delay the progress of the work, and shall make any claims arising from such requirements as prescribed in the General Conditions of the Contract

1.6 DEMONSTRATED EXPERIENCE:

Contractor to demonstrate significant experience in the installation of the above described work.

1.7 FULL HOUSING COMMISSION OCCUPANCY:

HCAAC tenants will occupy the site and existing building during construction. Cooperate with the Housing Commission's tenants to minimize conflicts and facilitate tenant usage. The Contractor shall coordinate with the Housing Commission to minimize disturbance of community residents, and to facilitate Housing Commission's usage. Work must be performed so as not to interfere with the Housing Commission's operation.

1.8 CONTRACTOR USE OF PREMISES

- A. All work shall be performed during regular working hours, 8:00 A.M., Local Time through 4:30 P.M., Local Time, Monday through Friday only. No work will be performed weekends or holidays without written permission of the Housing Commission.
- B. The Contractor is responsible for maintaining access to all occupied spaces and units during construction operations.
- C. The Contractor should understand that they will have to work closely with management in order to give proper notice when work will be initiated. This will involve written notification of proposed work to the authorized Representative of HCAAC
- D. The Contractor should understand that they are to ensure no apartments are without the use of the kitchen and bathroom and have electrical and water service for any overnight period.
- E. The Contractor is responsible for safety and care of the equipment at all times.
- F. Vehicles Prohibited On Premises Except by Special Permission: No automobile vehicle, truck, tractor, or wheeled and self-propelled vehicles shall be permitted to operate on the premises, except on streets, avenues, or parking lots, without prior written approval of the HCAAC representative. Automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, must be locked so as to prevent unauthorized use. Such vehicles or equipment must not be left unattended with the motor running or the ignition key in place.
- G. Limit use of premises to areas indicated. Do not disturb portions of the site beyond the areas indicated.
- H. Allow for Housing Commission occupancy and use by the public.
- I. Keep driveways and entrances clear. Do not use these areas for parking or material storage. Schedule deliveries to minimize on-site storage of materials and equipment. At the end of each working day, the premises shall be cleaned and left in order.
- J. Contractor is responsible to maintain the condition of landscaped items and to replace any items damaged during the course of the work.

1.9 PROTECTION:

- A. The Contractor is responsible for maintaining weather tight conditions during construction. Provision of temporary protection for the work area at end of each day or prior to the onset of inclement weather is required. Temporary enclosure for the unit must be secured as to prevent potential security problems.
- B. Adequate protection and facilities to safeguard the work, adjoining properties and all persons having right of access to the buildings and premises shall be provided and maintained until the work is completed, Special instruction to the Contractor from the Representative of HCAAC shall be immediately complied with in each and every instance to insure protection.
- C. Contractor is responsible to give adequate protection and coverage to resident's furniture, belongings and equipment. This shall involve covering these items with materials that shall protect it from construction debris and the transmission of paint.
- D. Contractor is responsible to give adequate protection from construction debris and paint to HCAAC's property including flooring, cabinets, glass surfaces, equipment and door hardware.
- E. No work is to begin on any opening unless that opening can be protected and secured by 4:30 p.m. that day.

1.10 DEMOLITION DEBRIS

- A. Demolition debris, waste materials and trash may be stored in a dumpster on site for a period not to exceed 5 days. It is advised that local residents of the area may fill dumpsters, which are not locked and closed, with trash. The Housing Commission is not responsible for such accumulations of trash. The Contractor is responsible for the removal of any trash, regardless of source, that accumulates in his dumpster. Contractor may not use HCAAC dumpsters for removal of trash. At completion of the Contract work, the project shall be left clean and free of all debris.
- B. Contractor shall notify HCAAC in writing of a request for creating staging area. The approved area shall be the only location for such activities. Contractor is responsible for the security of all materials, equipment, etc. stored on site for any period during the course of the contract.
- C. Objectionable Employee: The HCAAC reserves the right to request and expects the Contractor to dismiss from the work any employee whom the HCAAC may deem incompetent, careless, insubordinate, or otherwise objectionable

PART 2 SCHEDULING & PHASING

2.1 GENERAL PROVISIONS

- A. The General Conditions of the Contract for Construction and Division 1, GENERAL REQUIREMENTS shall be part of this Section.
- B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.
- C. Coordinate work with that of all other trades affecting, or affected by, work of this Section.
- D. Cooperate with such trades to assure the steady progress of all work under the Contract.

2.2 WORK TO BE PERFORMED

Furnish and install all Work as indicated on Drawings as per the schedules and sequences specified herein. Build work of other trades into Work of this Section as required.

2.3 SUMMARY

This Section specifies the administrative and procedural requirements for scheduling and phasing the work.

2.4 PHASING OF THE WORK

- A. Work shall be conducted in such a manner as to minimize disruption of previous and subsequent work. Current ongoing work will not be permitted to interrupt service or access to previous or subsequent blocks of work.
- B. Work may be scheduled for as many as 8 dwelling units at any given time, provided that supervision can be assured.

2.5 SCHEDULING OF THE WORK

Work shall take place at **Pinewood East Canopy Replacement and New Construction, 7900 Benesch Circle, Glen Burnie, MD 21060**

- A.
- B. Work hours shall be 8:00 A.M. local time through 4:30 P.M. local time, Monday through Friday only. No work will be performed weekends or holidays without written permission of the Housing Commission.
- C. Work will take place generally on a maximum of 4 dwelling units at a time. Exceptions will be made when designated buildings are not on adjacent and progress of the work requires units on non-adjacent buildings to be under simultaneous construction in order to meet the approved construction schedule as described in Section 01300, Submittals.

2.6 REVISIONS TO PHASING AND SCHEDULING REQUIREMENTS

- A. Requests for alteration to these requirements will be considered and permission to adapt phasing and scheduling requirements will not be unreasonably withheld. Any request to alter these scheduling requirements must be accompanied by a detailed plan demonstrating the following:
 - 1. that the contractor has sufficient forces to implement an accelerated schedule;
 - 2. that the contractor has sufficient supervisory personnel to oversee and coordinate the work;
 - 3. that the work can be adequately controlled and that quality can be assured;
 - 4. and that sufficient materials, equipment and supplies can be provided to enable the accelerated schedule to be implemented.

B. In the event that permission is granted to accelerate the schedule by working on more units than described herein, such permission is provisional and subject to the Contractor adequately demonstrating its ability to achieve its proposed production rates without compromising quality or control over operations.

2.7 MANAGEMENT OF EQUIPMENT AND MATERIALS

- A. As described elsewhere in these specifications, constraints on available space within the site precludes designation in advance of on-site storage areas. As a result, the contractor is directed to assume that only such materials, equipment and supplies as can be incorporated into the work within a given workday may be brought to the site. No on-site storage locations can be relied upon.
- B. Wherever possible, and at the sole discretion of the Housing Commission, limited site space may be designated for the contractor's use, subject to proper maintenance, clean-up and security provisions.
- C. Contractor shall notify the Housing Commission in writing of a request for creating a staging/storage area. The approved area shall be the only location for such activities. The Contractor is responsible for the security of all materials, equipment, etc. Stored during the course of construction on the site for any period.

2.8 ADDITIONAL REQUIREMENTS

Holidays observed on this project on which no work may be scheduled are listed as follows.

- 1. New Year's Day
- 2. Martin Luther King's Birthday
- 3. President's Day
- 4. Good Friday
- 5. Memorial Day
- 6. Independence Day
- 7. Labor Day
- 8. Columbus Day
- 9. Veterans Day
- 10. Thanksgiving Day
- 11. Thanksgiving Holiday
- 12. Christmas Day
- 13. Christmas Holiday

PART 3 APPLICATIONS FOR PAYMENT

3.1 GENERAL:

- A. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. List of products.
 - e. List of principal suppliers and fabricators.
 - f. Schedule of submittals.
 - 2. Submit the Schedule of Values at the earliest possible date but no later than 14 days before the date scheduled for submittal of the initial Applications for Payment.

C. Format and Content: Use HUD 51000 Schedule of Values as a guide to establish the format for the Schedule of Values. Provide at least one-line item for each Specification Section.

1. Include the following Project identification:

Project name and location.

Name of Housing Commission.

Project number.

Contractor's name and address.

Date of submittal.

2. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break down the schedule by project. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

3. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

4. If payment for stored materials will be requested. Provide separate line items for initial cost of the materials, for each subsequent stage of completion, and for total installed value.

D. Applications for Payment shall be consistent with previous applications and payments as certified by the Housing Commission and paid for by the Housing Commission.

E. Payment-Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

F. Payment-Application Forms: Use provided HUD documents as the form for Applications for Payment.

G. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The HCAA will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

H. Transmittal: Submit 3 executed original copies of each Application for Payment to the Housing Commission. One copy shall be complete, including waivers of lien and similar attachments.

1. Transmittal each copy with a transmittal listing attachments and recording appropriate information related to the application.

I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers.

3. Submit each Application for Payment with Contractor's waiver of lien for the period of construction covered by the application.

4. Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien.

5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Housing Commission.

J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.

2. List of principal suppliers and fabricators.

3. Schedule of Values.

4. Contractor's Construction Schedule (preliminary if not final).

5. Submittal Schedule (preliminary if not final).

6. List of Contractor's staff assignments.

7. Copies of building permits.

8. Copies of licenses from governing authorities.

9. Certificates of insurance and insurance policies.

10. Payroll documents.

11. Performance and payment bonds.

K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for Housing Commission occupancy of designated portions of the Work.

1. Administrative actions and submittals that shall precede or coincide with this application include the following:

2. Warranties and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Payroll documents.
6. Final cleaning.
7. Application for reduction of retainage and consent of surety.

L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the Housing Commission.
4. Proof that taxes, fees, and similar obligations were paid.
5. Removal of temporary facilities and services.
6. Final payroll documents.

PART 4 EXISTING CONDITIONS

4.1 GENERAL PROVISIONS

- A. The General Conditions of the Contract for Construction and Division 1, GENERAL REQUIREMENTS shall be part of this Section.
- B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.

5.3 DEVELOPMENTS AND UNITS

- A. Developments consist of occupied units in two buildings on an active site with residents, employees and other contractors, service and delivery personnel present. No use may be made of building spaces, common spaces, access roadways and walkways, parking lots or any other areas under control of the Owner without express consent.
- B. Units will typically be occupied and the well-being and safety of the residents are of primary concern to the Housing Commission. The contractor shall make all necessary provisions to protect the possessions and persons of the residents at all times and shall be responsive to all reasonable requests by the Housing Commission to make accommodations in its operations to insure protection.

PART 6- CONDUCT OF WORK

6.1 WORKER CONDUCT

- A. Privacy: The Contractor shall be responsible to maintain the privacy of all residents at the site and shall exercise control and discipline over its workers and those of subcontractors to insure compliance with this requirement.
- B. Language: Prohibit the use of foul language, yelling, swearing and other verbal nuisance by workers anywhere on the project site.
- C. Smoking: Prohibit workers from smoking while performing work inside any Housing Commission buildings, including basement areas. Smoking is permitted only in exterior areas where designated by the Housing Commission.
- D. Radios: Radios are not permitted within occupied units, and the volume of radios in any other areas must be controlled to avoid disturbing residents and employees. Excessive volume is defined as radios that can be heard within adjacent public or private spaces.
- E. Illegal activity: Any illegal activity conducted on the project shall be grounds for permanent removal of any workers involved

- F. Sexual Harassment: Prohibit sexual harassment of residents, visitors, staff, Housing Commission's representative and Contractor work forces, as defined by Maryland Law.
- G. The Contractor shall remove from the project workers who consistently violate provisions of this Article

PART 7- SUBMITTALS

7.1 GENERAL PROVISIONS

The General Conditions of the Contract for Construction and Division 1, GENERAL REQUIREMENTS shall be part of this Section. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.

7.2 RELATED DOCUMENTS:

- A. This Section supplements Subparagraphs 3c.3 and 9d-9h and Paragraphs 10 and 11 of the General Conditions.
- B. Consult the individual sections of the specifications for the specific submittals required under those sections and for further details and descriptions of the requirements.

7.3 GENERAL PROCEDURES FOR SUBMITTALS

- A. **Timeliness** - The Contractor shall transmit each submittal to the Housing Commission sufficiently in advance of performing related Work or other applicable activities so that the installation is not delayed by processing times, including disapproval and re-submittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Housing Commission in advance of the Work.
- B. **Sequence** - The Contractor shall transmit each submittal in a sequence which will not result in the Housing Commission's approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.
- C. **Contractor's Review and Approval** - Only submittals received from and bearing the stamp of approval of the Contractor will be considered for review by the Housing Commission. Submittals shall be accompanied by a transmittal notice-stating name of Project, date of submittal, "To", "From" (Contractor, Subcontractor, Installer, Manufacturer, Supplier), Specification Section, or Drawing Number which the submittal refers, purpose (first submittal, resubmittal), description, remarks, distribution record, and signature of transmitter. On the transmittal sheet, or on another separate sheet attached to the transmittal, the Contractor shall direct attention to any deviations including minor limitations and variations from the requirements of the Contract Documents. Deviations shall be highlighted on the submittals.
- D. **Housing Commission's Action** - The Housing Commission will review the Contractor's submittals and return them with one of the following actions recorded thereon by appropriate markings:
 - 1. **Final Unrestricted Release**: Where marked "Approved" the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.
 - 2. **Final-But-Restricted Release**: When marked "Approved as Noted" the Work may proceed provided it complies with the Housing Commission's notations or corrections on the submittal and complies with the requirements of the Contract Documents. Acceptance of the Work will depend on these compliances.
 - 3. **Returned for Resubmittal**: When marked "Revise and Resubmit" or "Disapproved" the Work covered by the submittal (such as purchasing, fabrication, delivery, or other activity) should not proceed. The submittal should be revised or a new submittal resubmitted without delay, in accordance with the Housing Commissions notations stating the reasons for returning the submittal.
- C. **Processing** - All costs for printing, preparing, packaging, submitting, resubmitting, and mailing, or delivering submittals required by this contract shall be included in the Contract Sum.

7.4 "OR EQUALS"

- A. Definition - Whenever a specification section names one or more brands for a given item, and the Contractor wishes to submit, for consideration, another brand, the submission shall be considered an "or-equal" or a "material substitution". For the purposes of this Contract, the terms "or-equal" and "material substitution" shall be considered synonymous.
- B. In no case may an item be furnished on the Work other than the item named or described, unless the Housing Commission's written concurrence, shall consider the item equal to the item so named or described.
- C. The equality of items offered as "equal" to items named or described shall be proved to the satisfaction of the Housing Commission at the expense of the Contractor submitting the substitution.
- D. The Housing Commission may require that full size samples of both the specified and proposed products be submitted for review and evaluation. The Contractor shall bear full cost for providing, delivering, and disposal of all such samples.
- E. The Contractor shall assume full responsibility for the performance of any item submitted as an "Or-Equal" and assume the costs of any changes in any Work, which may be caused by such substitution.
- F. Or Equal Approval Process - on the transmittal or on a separate sheet attached to the submission, the Contractor shall direct attention to any deviations, including minor limitations and variations, from the Contract Documents.
1. The Contractor shall submit to the Housing Commission for consideration of any or-equal substitution a written point-by-point comparison containing the name and full particulars of the proposed product and the product named or described in the Contract Documents.
 2. Such submittal shall in no event be made later than 30 calendar days prior to the incorporation of the item into the Work. In any case in which the time period specified in the Contract Documents from the Notice to Proceed to Substantial Completion is less than 120 days, this requirement can be waived by the Housing Commission.
 3. Upon receipt of a written request for approval of an equal substitution, the Housing Commission shall investigate whether the proposed item shall be considered equal to the item named or described in the Contract Documents. Upon conclusion of the investigation, the Housing Commission shall promptly advise the Contractor that the item is, or is not, considered acceptable as on Or-Equal substitution.

7.5 ADMINISTRATIVE SUBMITTALS.

- A. Prior to the start of work at any site, the Contractor shall submit to the Housing Commission a Project Progress Schedule in the form of a shop drawing as indicated in Article 6 of the general Conditions.
- B. Within 5 days of issue of the Notice to Proceed, the Contractor shall submit, and shall thereafter maintain in current condition, a detailed Project Directory of all firms and their principal representatives engaged in the project. The Directory shall be distributed at least monthly to the representatives of the Housing Commission. The following shall be included in the Project Directory:
1. Housing Commission, including Housing Commission's project manager
 2. Contractor, including all personnel actively engaged in the work and all emergency telephone numbers.
 3. Testing laboratories and agencies if applicable
 4. Project Representative
 5. All subcontractors
 6. Local Police Department
 7. Local Fire Department
 8. Local Hospital
 9. Local Ambulance Service.
- The Project Directory shall be posted in a conspicuous location at active sites and shall be kept current.
- C. Within 5 days of issue of the Notice to Proceed, the Contractor shall submit to the Housing Commission a complete Schedule of Submittals for review and approval as described herein. His schedule shall indicate by trade the date by which each such item is to be submitted and the date by which final approval of each item must be obtained and shall be received as required by conditions and progress of the work subject to Housing Commission's approval. In each case, reasonable time must be permitted for Housing Commission's review, and for re-submittals. Allow a minimum of two weeks for the review period for each submittal. In no case shall submittals be made later than the time indicated on the Schedule of Submittals.

7.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Comprehensive Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Within 5 days of issue of Notice to Proceed, submit a "Day One" schedule indicating the milestones discussed below. Within 5 days of securing the permit for construction, provide a fully developed, date specific schedule. Revise this schedule on a regular basis throughout the project, at least monthly, and more often if required by circumstances and progress of the project. Housing Commission reserve the right to request updates to be submitted within one week of the request whenever it is deemed warranted.

1. Provide a "per unit" schedule for every significantly different unit type in each development, indicating each separate work activity, sequence and duration of activities, and overall time line for work within units. Show a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of the week.

2. Provide a "per development" schedule indicating the preferred sequence of unit access, the duration of work within each building of the development where applicable, the overall duration of work at a development. Provide continuous vertical lines dividing calendar weeks and months.

4. In all cases, indicate dates of advance notice for access as described elsewhere in this specification, dates for Housing Commission inspection, punch list inspection, punch list work, back-punch inspection and final acceptance. Indicate holidays and periods of no work.

5. Within each time bar on the project schedule, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.

6. Prepare the Schedule on sheets of sufficient width to show data for comprehensible segments of the construction period. If requested by Housing Commission, provide a large format, single sheet schedule showing the entire duration of the project.

7. Coordinate the contractor's construction schedule with the Schedule of Values, list of subcontracts, submittal schedule, payment requests and other schedules.

B. Distribution: Following response to the initial submittal, print and distribute copies to the Housing Commission, Subcontractors, and other parties required to comply with schedule dates. Post copies in the Project meeting room and temporary field office.

C. In the event that the construction period includes Thanksgiving, Christmas and/or New Year's Day, the following "no work" periods shall apply. No work may be conducted in units from the Wednesday before Thanksgiving until the Monday following the holiday. Likewise, no work may be performed in units from December 23, the day before Christmas Eve, through January 1, New Year's Day. The intent of this provision is that kitchen facilities in occupied units shall not be disrupted during these holiday periods. Consequently, no new work in occupied apartments may be started that cannot be completed before these no-work periods commence.

7.7 GUARANTEES AND WARRANTIES

A. Secure guarantees-warranties from subcontractors for their part of the work. All work shall be guaranteed-warrantied for a one-year period unless specified to be for a longer period elsewhere in these documents. The start of the guarantee-warranty period shall be the date of Substantial Completion as defined elsewhere, unless otherwise agreed by the Housing Commission. All guarantee-warranties must include contact information for each item including contact names, companies, telephone and fax numbers and e-mail addresses.

B. The fact that an equipment manufacturer's warranty is for less than one year, or starts with installation of the product, shall not relieve the Contractor of his responsibility to guarantee the work for one year from Substantial Completion. If a manufacturer's warranty exceeds this one-year period, the Contractor shall turn over such warranty to the Owner at Substantial Completion.

PART 8 – TEMPORARY FACILITIES

8.1 GENERAL PROVISIONS

A. The General Conditions of the Contract for Construction and Division 1, GENERAL REQUIREMENTS shall be part of this Section.

B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section

8.2 GENERAL REQUIREMENTS

A. The Contractor shall be responsible for providing and maintaining all temporary facilities until Substantial Completion. Removal of such prior to Substantial Completion must be with the concurrence of the Housing Commission. The Contractor bears full responsibility for providing any facility removed prior to Substantial Completion

B. Removal of all temporary facilities shall be a condition precedent to Substantial Completion unless directed otherwise by the Architect or specifically noted in the specifications.

8.3 TEMPORARY TOILETS

A. No toilet facilities in occupied units may be used by any contractor personnel. The Contractor may use the Housing Commission's designated public facilities at Pinewood Village and Pinewood East, subject to the following.

B. The toilets shall be maintained at all times by the Contractor in a clean and orderly condition in compliance with all local and state health requirements and to the satisfaction of the development manager.

C. The toilet rooms shall be used solely for their intended use by the Contractor's personnel and shall not be used for storage of materials, cleaning of equipment or containers or disposal of liquid or solid waste from construction activities.

D. Following the completion of work activities, toilet facilities used by Contractor's personnel shall be professionally cleaned and any finishes damaged in the course of the Contractor's use shall be repaired to their original condition.

8.4 TEMPORARY CONSTRUCTION FENCE

No fencing shall be required unless the Contractor is granted permission to place storage containers at the site. In such cases, the Contractor shall be responsible for providing and maintaining temporary fencing or barricades as may be necessary to assure the safety of all persons authorized or unauthorized, and the security of the stored materials. Such protective measures shall be located and constructed as required by local, state, and federal ordinances, laws, codes, or regulations.

8.5 TEMPORARY STRUCTURES AND MATERIAL HANDLING

A. In the event that the Contractor is granted permission to site storage and/or waste containers, the Contractor shall provide appropriate equipment as required for the performance of the Contract and the intended use. At the Contractor's discretion, portions of such storage space may be dedicated for the use of subcontractors.

B. Equipment and materials shall be handled, stored, installed, cleaned, and protected in accordance with the best practice in the industry and, except where otherwise specified in the Contract Documents, in accordance with manufacturer's specifications and directions.

C. The Contractor must obtain the permission of the Owner for the use of any storage facilities available on site, but the Owner assumes no responsibility for articles stored. Access by the Owner to such Contractor storage areas is not necessary unless valves, equipment, Owner storage or the like are located within. In such cases, the Contractor shall provide such access to the Owner's authorized personnel as the Owner, in its sole discretion, deems necessary.

8.6. TEMPORARY STAGING, STAIRS, CHUTES

- A. Except as otherwise specified, the Contractor shall furnish, install, maintain in safe condition, and remove all scaffolds, staging, and planking over 8 feet in height, as required for the use of all trades for proper execution of the Work.
- B. The Contractor shall furnish, install, maintain in safe condition, and remove all temporary ramps, stairs, ladders, and similar items as required for the use of all trades for the proper execution of the Work.
- C. In general, debris shall be hand carried out of units to trucks or disposal units. The Contractor shall cause debris, trash, packing materials and the like to be wrapped in plastic or bagged whenever there is risk of spills, scattering or dispersal of parts or pieces of the waste material. Routes from the point of demolition to the disposal point shall be kept clean at all times, broom clean outside of buildings and thoroughly clean inside units and public areas.
- D. In the event that site logistics permit, disposal units or trucks may be positioned close to active work areas within the buildings. In such cases, the Contractor shall furnish, install, maintain, and remove covered chutes from openings in the exterior walls of upper floors. Such shall be in convenient locations and permit disposal of rubbish directly into trucks or disposal units.
- E. Debris shall not be allowed to fall freely from upper levels of the building. Materials shall not be dropped from open windows.
- F. All temporary work shall be provided in conformity with the National Electric Code, State and Local laws, and requirements of the power company.

- G. The licensed electrician employed by the Contractor for the installation of this service and equipment shall dismantle and completely remove from the project site, temporary electrical facilities only when the permanent electrical system is operational and accepted by the Housing Commission.
- H. After the installation of the Work by any Subcontractor is completed, the Contractor shall be responsible for its protection and for repairing, replacing, or cleaning any such Work which has been damaged by other trades or by any other cause, so that all Work is in first class condition at the time of Substantial Completion.

PART 9 - CLEAN UP

9.1 GENERAL PROVISIONS

- A. The General Conditions of the Contract for Construction and Division 1, GENERAL REQUIREMENTS shall be part of this Section.
- B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section. Particular attention is directed to other Sections of Division 1 regarding the conduct of the work and Contractor's responsibilities within occupied units and developments.

9.2 RELATED DOCUMENTS

- A. This section supplements Paragraph 2f of the General Conditions.
- B. Consult the individual sections of the specifications for cleaning of Work installed under those sections.

9.3 CLEANING DURING CONSTRUCTION

- A. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws.
 - 1. Do not burn or bury rubbish and waste materials on the site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of volatile wastes such as mineral spirits, oil, paint thinner or clean equipment and tools in kitchen sink or bathroom fixtures.
 - 4. Do not dispose of wastes into streams or waterways.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Do not allow materials and rubbish to drop free or be thrown from upper floors, but remove by use of a material hoist, rubbish chutes, or by hand carrying.
- D. Maintain the Site free from accumulations of waste, debris, and rubbish.
- E. Provide on-site containers for collection of waste materials and rubbish. Supply and place containers only where and as allowed by development managers. Where space for containers is not available, provide trucks adequate to the scale of disposal on a daily basis and remove rubbish and waste from the site at the end of each work day.
- F. At the end of each day, remove and legally dispose waste materials and rubbish from site.
- G. Leave the Project clean and ready for occupancy at the end of each workday, including interior and exterior public areas at occupied buildings that are affected by the Work.
- H. In occupied Units, clean Unit interior of all dust and debris every day. Clean kitchen so that it can be used to the maximum degree feasible every day, including, at a minimum, clean working sink and stove, and clean floor, walls and other surfaces. Clean bathroom so that it can be used to the maximum degree feasible every day, including, at a minimum, clean working sink and toilet, and clean floor, walls and other surfaces.
- I. Vacuum clean interior building areas when ready to receive finish painting, and at the end of each workday.
- J. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- K. Disposal of materials shall be in compliance with all applicable laws, ordinances, codes, and by-laws.

9.4. FINAL CLEANING

- A. Prior to submitting a request to the Housing Commission to certify Substantial Completion of the Work, the Contractor shall inspect all interior and exterior spaces and verify that all waste materials, rubbish, tools, equipment, machinery, and surplus materials have been removed, and that all sight-exposed surfaces are clean.
- B. Unless otherwise specified under other sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- C. Cleaning shall include all surfaces, interior and exterior, which the Contractor has had access to, whether new or existing.
- D. Employ experienced workmen or professional cleaners for final cleaning.
- E. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned.
- F. Use cleaning materials which will not create a hazard to health or property and which will not damage surfaces.
- G. All broken or defective glass caused by the Contractor's Work shall be replaced at the expense of the Contractor.
- H. Remove grease, mastic, adhesive, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior surfaces. This includes cleaning of the Work of all finishing trades where needed, whether or not cleaning by such trades is included in their respective specifications.
- I. Clean and polish all new and existing glass and plastic glazing (if any) throughout the building(s), on both sides. Clean plastic glazing in accordance with the manufacturer's directions. This cleaning shall be completed by qualified window cleaners at the expense of the Contractor just prior to acceptance of the Work.
- J. Wash and polish all mirrors.
- K. Repair, patch, and touch up marred surfaces to the specified finish, to match adjacent surfaces.
- L. Polish glossy surfaces to a clear shine.
- M. Do the final cleaning of resilient floors and soft flooring as specified under the respective sections of the Specifications.
- N. Leave all architectural metals, hardware, and fixtures in undamaged, polished conditions.
- O. Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and decayable materials.
- P. In cleaning items with manufacturer's finish or items previously finished by a Subcontractor, care shall be taken not to damage such manufacturer's or Subcontractor's finish. In cleaning glass and finish surfaces, care shall be taken not to use detergents or other cleaning agents that may stain adjoining finish surfaces. Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.
- Q. Ventilating systems - Replace filters and clean ducts, blowers, and coils if units were operated during construction.
- R. Owner's responsibility for cleaning commences at Substantial Completion.

PART 10 - WARRANTIES

10.1 General:

- A. Standard products warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

F. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

G. Owner's Recourse: Expressed 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. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

H. Submit written warranties to the HCAAC prior to the date certified for Substantial Completion. If the HCAAC's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the HCAAC. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the HCAAC within 15 days of completion of that designated portion of the Work.

I. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the HCAAC, for approval prior to final execution.

PART 11 - CONTRACT CLOSEOUT

11.1 GENERAL

A. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

B. Unit Acceptance: The Owner will accept units as being substantially complete upon inspection and certification by the Housing Commission. The Housing Commission will inspect completed units on a weekly basis upon receipt of written 3 days' notice by the Contractor. Until the unit is 'inspected and accepted as being substantially complete, the Contractor will be responsible for damages or loss of the completed work, other than obvious tenant abuse, as determined solely by the Owner.

C. Substantial Completion of all work at the development: Before requesting inspection for certification of Substantial Completion, complete the following:

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete.
 - a. Include supporting documentation for completion and an accounting of changes to the Contract Sum.
 2. Advise the Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 4. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 5. Deliver tools, spare parts, extra stock, and similar items.
 6. Changeover locks and transmit keys to the Owner.
 7. Complete startup testing of systems and instruction of operation and maintenance personnel. Remove temporary facilities, mockups, construction tools, and similar elements.
 8. Complete final cleanup requirements, including touchup painting.
 9. Touch up and repair and restore marred, exposed finishes.

D. Inspection Procedures: On receipt of a request for inspection, the Housing Commission will proceed or advise the Contractor of unfilled requirements. The Housing Commission will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued. The Housing Commission will repeat inspection when requested and assured that the Work is substantially complete. Results of the completed inspection will form the basis of requirements for final acceptance.

E. Final Acceptance: Before requesting inspection for certification of final acceptance and final payment, complete the following:

1. Final payment request with releases and supporting documentation. Include insurance certificates where required.
2. Submit a statement, accounting for changes to the Contract Sum.
3. Submit a copy of the final inspection list slating that each item has been completed or otherwise resolved for acceptance.
4. Submit consent of surety to final payment.
5. Submit a final settlement statement.